



KISHWAUKEE COLLEGE

AGREEMENT

Between

BOARD OF TRUSTEES OF KISHWAUKEE
COLLEGE,
COMMUNITY COLLEGE DISTRICT NO. 523

KISHWAUKEE COUNCIL OF SUPPORT
STAFF, IFT/AFT

July 1, 2023 – June 30, 2027

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AGREEMENT

This AGREEMENT is by and between the BOARD OF TRUSTEES OF KISHWAUKEE COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 523 (hereinafter referred to as the "Board") and the KISHWAUKEE COUNCIL OF SUPPORT STAFF, IFT/AFT (hereinafter referred to as the ("Union")), and only applies to said parties.

WITNESSETH

WHEREAS, the Board has recognized the Union as the exclusive bargaining representative for employees included in the bargaining unit set forth in Section 2.1 of this Agreement; and

WHEREAS, the Board and the Union have endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the employees in the bargaining unit insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Kishwaukee College in a responsible and efficient manner and are consonant with the paramount interest of the public and the students of Kishwaukee College; and

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by law, for their agreement concerning the salaries, fringe benefits and other terms and conditions of employment of the employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of Kishwaukee College, and to provide an orderly and prompt method of handling and processing grievances without any interruption or interference in the operation of the College;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I - DEFINITIONS

This Agreement shall incorporate the definitions enumerated below:

Union -- The term "Union" refers to the Kishwaukee Council of Support Staff, IFT/AFT and its members and authorized representatives.

Board -- The terms "Board" or "Board of Trustees" shall mean the Board of Trustees of Public Community College District No. 523, operating as Kishwaukee College, as established pursuant to Illinois Revised Statutes, chapter 122, and its members and authorized management representatives.

College -- The term "College" shall mean Kishwaukee College.

Employee -- Unless otherwise expressly provided herein, the term "employee" or "employees" shall mean those employees specifically included in the bargaining unit as set forth in Section 2.1 of this Agreement.

ARTICLE II - RECOGNITION AND REPRESENTATION

Section 2.1. Recognition

The Board recognizes the Kishwaukee Council of Support Staff, IFT/AFT, as the sole and exclusive bargaining representative for the non-professional employees in the positions as stipulated in Appendix A.

Section 2.2. Classifications Not Guaranteed

The classifications or job titles as used by the Board are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to

be utilized by the Board. If the Board changes an employee's job title, the employee will be advised of the change.

Section 2.3. Meeting With Other Employee Organizations

This Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee or employee organization representing non-professional employees for the purpose of hearing the views and proposals of such employee or employee organization, provided that as to those matters covered by this Agreement, no change or modification shall be made unless agreed to by the Union.

Section 2.4. Union Business During Work Time

No employee shall conduct Union business or activities during the employee's work time (excluding any paid meal period) or during another employees' work time (excluding any paid meal period), unless expressly authorized in advance by the President or their designee.

The College will allocate a one (1) hour time period for the Union to hold a meeting with bargaining unit employees during the Fall In-Service and Spring Development Day. Any bargaining unit employee may attend the union meeting without loss of pay if the meetings occur during the employee's regular work shift. The KCSS will follow all normal room scheduling procedures and the College agrees to waive any facility usage charges associated with reserving the room.

ARTICLE III - STATUS OF AGREEMENT

Section 3.1. Ratification and Amendment

This Agreement shall become effective when ratified by the Board and the Union and signed by authorized representatives thereof, and may be amended or modified during its term only with mutual written consent of both parties.

Section 3.2. Precedence of Agreement

If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written Board policies, rules and regulations which may be in effect from time to time, the written terms of this Agreement, for its duration, shall be controlling.

ARTICLE IV - BOARD RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Board retains all traditional rights to manage and direct the affairs of the College in all respects and to manage and direct its employees, to unilaterally make and implement decisions with respect to the operation and management of the College in all respects, including, but not limited to, all rights and authority possessed or exercised by the Board prior to the Board's recognition of the Union as the exclusive collective bargaining representative for the employees covered by this Agreement. The authority and powers of the Board as prescribed by the Statutes and Constitution of the State of Illinois and the United States shall continue unaffected by this Agreement except as expressly limited by the express provisions of this Agreement, and then only to the extent that such authority and powers are delegable. These Board rights include, but are not limited to, the following:

To plan, direct, control and determine all the operations and services of the College; to determine the College's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of College affairs; to establish the qualifications and conditions for employment and to employ employees; to schedule and assign work; to assign or to transfer employees within the College; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to lay off or relieve employees due to lack of work

or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which operations and services shall be provided; to make and enforce rules and regulations; to discipline, suspend and discharge employees; to change, relocate, modify or eliminate existing programs, services, methods, equipment or facilities; to determine whether services or goods are to be provided or produced by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to hire all employees and, subject to provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to evaluate and promote all such employees; and to determine the duties, responsibilities, and assignment of those in the bargaining unit.

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

Unless expressly authorized by the Board in writing, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board.

ARTICLE V - UNION-BOARD RELATIONS

Section 5.1. Dues Checkoff

Upon receipt by the College's President or their designee from an employee covered by this Agreement of a lawfully written authorization form, which may be revoked in writing by the

employee at any time, the Board agrees to deduct the regular Union dues of such employee from their pay commencing at the end of the first full pay period following the Board's receipt of the authorization form and to remit such deduction by the first (1st) day of the succeeding month to the Treasurer of the Union. If an employee has no earnings due for a given pay period, the Union shall be responsible for collecting such employee's dues for that period. The Union will notify the College's President or their designee of the exact amount of the regular membership dues to be deducted at least ten (10) workdays prior to the first pay period for which the deduction shall be made. The amount of said deduction shall not be subject to change for the duration of the Union's fiscal year (i.e. September 1 through the following August 31).

The Union agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, orders, or judgments or other forms of liability (monetary or otherwise) brought or issued against the Board and for all legal costs that may arise out of, or by reason of, any action taken or not taken by the Board under the provisions of this Section. If an improper deduction is made, and paid to the Union, the Union shall refund any such amount directly to the employee involved.

The College agrees to notify the Union President immediately after receiving notification of an employee revoking their union dues/membership. The Union agrees to notify Human Resources immediately after receiving notification of an employee revoking their union dues/membership. The Union will direct the employee to contact Human Resources to notify of the dues/membership revocation. Upon notice of dues/membership revocation, the College will immediately cease the deduction of Union dues of such employee from their pay following the College's receipt of the revocation.

Section 5.2. Information to Union

Upon reasonable written request and within ten (10) working days, the Board shall use its best efforts to provide the Union with access to available public, non-confidential information which relates directly to the Union's function as the exclusive bargaining representative for the employees covered by this Agreement and which is not otherwise exempt from disclosure under the Illinois Freedom of Information Act, the Illinois Personnel Records Act or other applicable state or federal law, rule or regulation. On or before January 1 of each year, the Union shall advise the College President, in writing, of the names, addresses and phone numbers of all Union officers and/or stewards. If any changes are made by the Union, the College President shall be promptly advised of the changes.

Subject to the foregoing limitations, the College President or their designee will endeavor to provide a copy of the non-confidential portion of the Board agenda which is normally distributed to the Board and the media prior to the Board's regular monthly meeting. Said agenda will be placed on the College's website.

Section 5.3. Mail Boxes

The Union shall have the right to use inter-office mail services to deliver notices and materials directly relating to Union activities to employees covered by this Agreement.

Section 5.4. Bulletin Boards

The Board agrees to provide space for one (1) bulletin board for use by the Union, which will be located outside room C1265. The bulletin board shall be used for posting Union notices and shall be restricted to the following: (a) notices of Union recreational and social activities; (b) notices of Union elections; (c) notices of Union appointments; and (d) notices of Union meetings, reports, minutes, information and announcements thereof. The Union shall limit

posting of all Union notices on campus to this bulletin board. Costs incident to preparing the posting of Union material shall be borne by the Union.

Section 5.5. Communications Committee

At the request of the Union or the Board, the President of the Union and the College President or their respective designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The communications committee may meet more often by mutual agreement. The Union President may invite other bargaining unit employees (not to exceed two) to attend such meetings. The College President may invite other College representatives (not to exceed two) to attend such meetings. Communications committee meetings shall not be used to review and discuss any matter that is being processed pursuant to the grievance procedure set forth in this agreement provided, however, that the parties may discuss contract interpretation issues with the goal of confirming the parties' mutual understanding of the contract language at issue. While the date and time for a communications committee meeting shall be set by mutual agreement, no bargaining unit employee shall be entitled to compensation for attending any communications committee meeting, except as otherwise provided in this Section. Subject to prior approval by the College President or their designee in a specific instance, a bargaining unit employee may be permitted to attend a communications committee meeting during the employee's scheduled work hours with no loss in compensation.

Section 5.6. Union Use of College Duplicating Equipment

During the term of this Agreement, in accordance with applicable Board policy as the same may be changed from time to time, the Union shall have the right to use on-campus College duplicating equipment, provided the Union accurately records all such use and pays the

standard rates for the services and supplies used. Use of such duplicating equipment shall be coordinated, scheduled and prioritized by the Board. It is expressly agreed that in no event shall any bargaining unit employee copy Union materials during the employee's work time.

Section 5.7. Union Contact Information for New Hires

The College's Human Resources department (HR) will provide, during the onboarding process, Union contact information to any new bargaining unit employee. This contact information should include the Union officers' names, Union position, College email address, College phone number, office location, and Union business cards that will be provided by the Union to the College's HR Department.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 6.1. A. Definition

A grievance shall mean a complaint that there has been a violation or misinterpretation or misapplication of the specific terms of this Agreement. The term "working day" as used in this article shall mean any day the College is open and operating, excluding weekends.

Section 6.1. B. Union Grievances

If the Union alleges a violation, misinterpretation, or misapplication of a specific provision of this Agreement that relates directly to Union rights (e.g., dues checkoff, mail boxes or information to Union) then the Union shall have the right to submit a grievance within the time limits specified in Section 6.3. In addition, the Union may file a grievance alleging a violation, misinterpretation, or misapplication of a specific provision of this Agreement on behalf of a particular employee(s) in a specific instance, provided the grievance is submitted within the time limits specified in Section 6.3.

Section 6.2. Employee Rights

Nothing in this Agreement shall be construed to deny an individual employee the right to present a grievance and have it adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement, provided the Union has been given an opportunity to be present at such adjustment.

Section 6.3. Time Limits

No grievance shall be entertained or presented for informal resolution if presented after ten (10) working days from the first event giving rise to the grievance or more than ten (10) working days after the employee or the Union, through the use of reasonable diligence, could have first obtained knowledge of the first event giving rise to the grievance. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled on the basis of the Board's last answer. Failure at any step of this procedure to hold a meeting or communicate a decision on a grievance within the specified time limits or an agreed extension thereof shall permit the aggrieved party to treat the grievance as denied and to proceed immediately to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 6.4. Informal Resolution

The parties are required to first attempt to resolve through informal discussion any grievances as defined herein. Such informal discussions are not to be construed as a part of the grievance procedure. The informal discussion shall continue for up to ten (10) working days, unless mutually agreed upon in writing by both parties to extend this time frame.

Section 6.5. Procedure

If such informal discussions do not lead to a satisfactory resolution within ten (10) working days of a grievance as defined herein, the grievance shall be processed according to the following procedure:

First Step:

- (1) If a grievant is unable to resolve a grievance informally, a written statement of the grievance shall be prepared, signed and delivered to the grievant's immediate non-bargaining unit supervisor or their designee within ten (10) working days. The written grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, the full facts on which the grievance is based and the specific relief requested.
- (2) Within ten (10) working days after the written grievance is submitted a meeting shall be held between the grievant, a Union representative if specifically requested by the grievant, the grievant's immediate non-bargaining unit supervisor or designee, and other appropriate administrative personnel.
- (3) The grievant's immediate non-bargaining unit supervisor or designee will answer the grievance in writing within ten (10) working days after such meeting.

Second Step:

- (1) If the grievant is not satisfied with the First Step decision, the grievance may be referred to the College President within ten (10) working days after the First Step answer is provided.
- (2) Within ten (10) working days thereafter, a meeting shall be held between the grievant, up to two (2) Union representatives (if requested by the grievant), the

College President or designee, and other appropriate administrative personnel.

- (3) The College President or designee shall deliver an answer to the grievant within ten (10) working days after such meeting.

Third Step:

- (1) If the Union is not satisfied with the decision at the Second Step, the Union may refer the grievance to arbitration within 15 working days after the decision is provided at the Second Step, by written notice to the College President.
- (2) The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of the notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within this five (5) working day period, the Union shall promptly submit a written request to the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS) that it provide a panel of qualified arbitrators from which the parties may make a selection pursuant to the AAA or FMCS voluntary arbitration procedure, and the AAA or FMCS shall serve as the administrator of the arbitration proceedings.
- (3) The arbitrator shall be notified of their selection and shall be requested to set a time and place of the hearing, subject to the availability of Union and Board representatives.
- (4) The arbitrator shall submit their recommendation in writing following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (5) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (6) The fees and expenses of the arbitrator and the cost of a written transcript for the

arbitrator shall be divided equally between the Board and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

Section 6.6. Limitation on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the Board and Union, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator shall be without power to make recommendations contrary to or inconsistent with in any way applicable laws or rules and regulations of federal, state or local administrative bodies (excluding the Kishwaukee Board of Trustees) that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Board under this Agreement, the law and applicable court decisions. The decision of the arbitrator will be accepted as final by the Board, the Union, and the employee and all parties will abide by it. The decision of the arbitrator will be accepted as final by the Board, the Union, and the employee, provided, however, that any party may seek to vacate, invalidate, or clarify an arbitrator's award which is not based upon the contract language or otherwise exceeds the scope of the arbitrator's authority under this Section 6.6.

Section 6.7. Grievance Meeting During Work Time

If a meeting is held with the grievant under Step 1 or Step 2 of the grievance procedure, and the Board requires the meeting to be held during the scheduled working hours of the grievant, then the grievant will not lose any pay as a result of attending such grievance meeting. Except as otherwise provided herein, time spent processing grievances by bargaining unit employees shall not be considered time worked. An employee's violation of this section will be just cause for discipline, up to and including discharge.

ARTICLE VII - NON-INTERRUPTION OF SERVICES AND WORK

Section 7.1. Strikes Prohibited

During the term of this Agreement, neither the Union nor its officers or agents nor any of the employees covered by this Agreement will authorize, institute, engage, sponsor or participate in any strike, sympathy strike, picketing with respect to wages, hours or terms and conditions of employment, concerted refusal to work, concerted refusal to follow work instructions, or any other concerted interruption of the operations of the College. Any or all employees who violate this provision may be terminated or otherwise disciplined by the Board as the Board in its discretion deems appropriate.

Section 7.2. Union Responsibility

In the event of any violations of any provisions of this Article by the Union, its members, or representatives, the Union shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violations.

Section 7.3. No Lockout

The Board agrees that during the term of this Agreement it will not lock out any bargaining unit employee, provided such employee is not engaging in activities prohibited by other sections of this Article.

Section 7.4. Judicial Restraint

Nothing contained herein shall preclude or in any way limit the Board from obtaining an injunction, damages and other judicial relief in the event of a violation of this Article.

ARTICLE VIII - GENERAL PROVISIONS

Section 8.1. Kishwaukee Classes During Work Hours.

- A. Job Related Classes. Subject to initial approval by an employee's immediate non-bargaining unit supervisor, and then subject to approval by the Executive Director of Human Resources or their designee, an employee may be released from their regularly assigned duties to attend a job related Kishwaukee College class during the employee's regularly scheduled work hours, with no loss in compensation. It is further agreed, however, that an employee's attendance at such a class shall not entitle the employee to any additional compensation, to the extent attendance at the class exceeds the employee's regular workday or regular workweek.

- B. Non Job Related Courses. If an employee submits a request for release time to attend a Kishwaukee College course and the Executive Director of Human Resources or their designee determines that the class is not job related or would not enhance the employee's job performance, then the Executive Director of Human Resources or their designee may:

- 1) Disapprove the employee's request; or
 - 2) Approve the request subject to an agreement between the individual employee and the Board under which the employee is required to a) make up all hours not worked by reason of the employee's attendance at the class during their scheduled work hours; or b) have the hours missed deducted from the employee's accrued but unused vacation, personal or compensatory time; or c) be given unpaid release time for the purpose of attending the class during the employee's scheduled work hours. All time spent by an employee attending a class under part B of this Section shall not be considered hours worked.
- C. General. It is expressly agreed that the Executive Director of Human Resources or their designee shall have the right to determine whether a particular class is job related, and whether an employee's job performance would be enhanced by taking such a course. In addition, the Vice President or Executive Director or their designee retain the right to approve or deny any request to take the course under parts A or B of this Section, and it is agreed that such decisions shall be at the discretion of the Executive Director of Human Resources or their designee. The employee may appeal the Executive Director of Human Resources' or their designee's decision to the President whose decision shall be final and binding upon the parties.

Section 8.2. Tuition Waivers

Tuition (but not fees of any kind) may be waived for bargaining unit employees, their spouses, and their dependent children under twenty-five (25) years of age. For purposes of this Section, the Board reserves the right to require documentation of the dependency status prior to approving a tuition waiver in a specific instance. Tuition waivers provided under this Section

shall only apply to those courses offered by the Board which are approved for State credit hour funding only up to the tuition rate. The extra cost of variable tuition program shall be the responsibility of the employee. If, in the future, the Board requires an employee to take a course under this Section as a term or condition of employment, then the fee(s) for such course will also be waived.

Section 8.3. Tuition Reimbursement

An employee will be reimbursed for tuition and fees for pre-approved credit course work at an educational institution other than Kishwaukee College in an amount not to exceed \$3,200 for the 2023-2024 contract year, \$3,300 for the 2024-2025 contract year, \$3,400 for the 2025-2026 contract year and \$3,500 for the 2026-2027 contract year.

To be eligible for tuition and fee reimbursement under this Section, each of the following conditions must be satisfied: (1) the credit course must be pre-approved in writing by the appropriate Vice President or Executive Director; (2) the pre-approved credit course must be completed during the term of this Agreement; (3) the course must be completed with a grade of "C" or better or, in the case of a post-baccalaureate course, with a grade of "B" or better; and (4) the course must be related to the employee's position assignment or part of a bachelor's or master's degree program outside the College in which the employee has been accepted.

An employee's application for pre-approval of a credit course under this Section shall be submitted to the appropriate Vice President or Executive Director in a form specified by the Executive Director of Human Resources or their designee. The employee may appeal the Vice President's or Executive Director's decision to the President.

Section 8.4. Employee Mail Boxes

The Board shall maintain an on campus mailbox for each bargaining unit employee.

Section 8.5. Pay Periods

Paychecks shall be issued on the fifteenth and the last working day of each month, except for the month of December, during which paychecks will be issued on the 15th and the last working day of the fall semester. If such regular pay day falls on a paid holiday or weekend, the paycheck shall be issued on the preceding work day.

Section 8.6. Fitness Examination

If there is any question concerning an employee's fitness for duty or their fitness to return to duty following a layoff or non-FMLA medical leave of absence in excess of fifteen (15) calendar days, the Board may require, at its expense (to the extent not covered by insurance) that the employee submit to an examination by a qualified and licensed physician or other medical doctor mutually selected by the Board and the employee. The results of any such examination shall be made available to the Board and the employee.

Subject to the Board and employee's mutual agreement after receipt of the physician's fitness-for-duty assessment, the Board and employee may jointly request a second opinion from another qualified and licensed physician at the Board's expense. Nothing in this Section shall be construed as a limitation on the Board's acknowledged right to require new hires to undergo a complete physical exam as a term or condition of initial employment.

Section 8.7. Outside Employment

Any employee who holds outside employment, including self-employment, shall in a timely fashion notify the College President or their designee of such employment.

Section 8.8. Notice of Resignation

If an employee is contemplating resignation, it should be discussed with the employee's immediate non-bargaining unit supervisor at the earliest possible time. Normally, an employee shall give at least two (2) weeks advance written notice of resignation.

Section 8.9. Inclement Weather

Subject to approval of the Executive Director of Human Resources, if an employee is unable to report to work because of inclement weather, then the employee may be permitted to make up the missed work time in lieu of an unpaid leave or be permitted to use accumulated personal leave, compensatory time or vacation. In the event an employee is unable to report to work at their scheduled starting time due to inclement weather, the employee shall notify their immediate non-bargaining unit supervisor or the Executive Director of Human Resources as soon as possible.

Section 8.10. Emergency Closing

If the Board elects to close the College due to an emergency, then those employees who were otherwise scheduled to work during the period of the closing will not have their compensation reduced.

Section 8.11. Drug/Alcohol Testing

The Board may require an employee to submit to a urinalysis test if the Board determines there is reasonable individualized suspicion for such testing. If the employee does not produce a urine sample within a reasonable period of time, then a blood test may be required. Drugs, (including cannabis) and/or alcohol testing may also be required when an employee is directly involved in any work-related incident which has resulted in personal injury or property damage when the employee's performance contributed to the accident. There shall be no

random testing for drugs, cannabis or alcohol except as outlined above.

The Board shall use only laboratories which are certified by the State of Illinois to perform drug and/or alcohol testing for such testing. The certified laboratory shall follow standardized procedures and guidelines established by the Substance Abuse and Mental Health Services Administration (SAMHSA) for conducting drug testing of employees.

Use of proscribed (i.e. illegal) drugs at any time while employed by the Board, abuse of proscribed drugs, as well as having proscribed drugs in the blood while on duty shall be cause for discipline, up to and including termination.

Cause for discipline, including dismissal, shall exist when an employee: 1) consumes alcohol at any time during the employee's working hours or anywhere on any Board premises or job sites, including Board buildings, properties, vehicles and the employee's personal vehicle while engaged in Board business; or 2) when an employee is under the influence of alcohol during working hours.

An employee's refusal to cooperate with respect to drug or alcohol testing ordered under this Section shall be cause for discipline, up to and including termination.

Nothing in this Section shall be construed to prevent an employee from requesting treatment in lieu of discipline provided, however, the College retains the discretion to determine whether such treatment is an appropriate alternative to disciplinary action or discharge based upon its administrative investigation findings.

Section 8.12. Domestic Partners

The College recognizes the importance of providing key benefits for those persons in committed relationships outside of marriage. Accordingly, any full-time bargaining unit member who meets the requirements stipulated in the College's Domestic Partnership Eligibility Criteria and Guidelines may file an Affidavit of Domestic Partnership with the Executive Director of Human Resources. If the affidavit verifies that the full-time bargaining unit member satisfies the eligibility criteria for domestic partner, the bargaining unit member is entitled to receive all the rights and benefits afforded to full-time bargaining unit spouses by this Agreement. In addition, dependent children of qualified bargaining unit domestic partners qualify as dependents of the bargaining unit member for the purposes of this Agreement. The bargaining unit member must complete and submit a domestic partner tax dependent verification form to qualify the dependent children for any applicable benefits under this Agreement.

Section 8.13. Job Descriptions

The College will provide job descriptions for each bargaining unit position and post employee job descriptions on the Human Resources site on the College portal, and the College's website. Each new employee will receive a copy of the job description for their position upon hiring.

If a bargaining unit employee's job description is revised, the Union shall have ten (10) working days after receiving the job description to recommend any changes. Any revisions must be posted on the web site within ten (10) working days. Job descriptions must include the pay band and be in a set format.

Section 8.14. Vacancies and New Positions

When the College determines that there is a vacancy in an existing bargaining unit position or a newly created position, notice of the vacancy will be posted on the College's portal for a minimum of (5) five working days.

The notice of vacancy posting will include the title of the position, job qualifications, band placement, and the weekly work hours.

A qualified member of the bargaining unit may apply for the vacancy. Whenever practicable, internal candidates shall be contacted and scheduled first for their interview. The College will select the qualified applicant for the vacancy who it determines is the best candidate for the position based upon a number of factors, including relevant prior experience, job-related skills, merit and ability, performance record, and other considerations.

Section 8.15. Removal of Position from KCSS

When requested, the College will explain the rationale to the Union President as to why a position is not eligible for inclusion in the bargaining unit. This is for informational purposes only and not subject to a grievance when the College provides the rationale.

Section 8.16. Uniforms

The College shall provide the following uniforms for full-time custodial/grounds/maintenance employees and shall replace the uniforms as needed. The College shall approve the color and style of uniforms. Employees provided uniforms are required to wear them.

Uniforms:

- Up to Five (5) uniform shirts; a combination of t-shirts and dress shirts based on need. Any employees who received the five (5) uniform shirts and have completed one year of employment may select up to \$200.00 annually in work-related clothing,

purchased through the College's bookstore starting July 15th of each contract year.
(custodial/grounds/maintenance).

- One (1) high visibility jacket based on need (grounds/maintenance).
- High-cost specialty position (i.e., electricians) uniforms as needed (as determined by the College).

Uniform Pants Clothing allowance:

- All returning custodial/grounds/maintenance employees will receive an annual pants uniform allowance of \$60.00 on the first payroll in July of each contract year. (All federal and state tax deductions will be made).
- New custodial/grounds/maintenance employees will have their allowance pro-rated depending upon their employment start date (e.g., employees who start work on January 1 will receive \$30.00).

Uniform Cleaning Allowance:

- All new and returning custodial/grounds/maintenance employees will receive a uniform cleaning allowance of \$20.00 per month. (All federal and state withholdings will be made).

Section 8.17.A Safety and Security Training

Pursuant in part to the Campus Security Enhancement Act of 2008 (110 ILCS 12/20), Kishwaukee College shall conduct training on its Emergency Operations Plan (EOP) annually. The College will also provide cybersecurity initiatives (e.g., KnowBe4) and additional trainings deemed necessary through legal/federal/state requirements (e.g., Title IX, Ethics, etc.) annually. The College will make every effort to offer these trainings during Fall In-Service and Spring Professional Development Day.

The College will attempt to provide a regular schedule of monthly work-related safety trainings for Maintenance, Custodial, and Grounds. If a training cannot be held, another training opportunity will be available within 30 working days.

Section 8.17.B Trainings and Workshops

Bargaining unit employees may submit requests to attend specific work-related training sessions or workshops to their immediate supervisor. If such request is approved by the employee's immediate supervisor, expenses incurred in connection with the training shall be reimbursed in accordance with the College's travel and reimbursement policies. The training sessions or workshops shall be counted as time worked in accordance with the same. If the request is denied, a written rationale will be provided within 20 working days.

Section 8.18 Tax-Deferred Retirement Savings Programs Approved

The Board will approve 403(b) and 457(b) tax-deferred retirement savings programs with acceptable companies and may retain third party administrators specializing in the servicing of employee benefit plans, as needed. Faculty members interested in this benefit should contact Human Resources for additional information.

ARTICLE IX - DISMISSAL AND RIGHT OF REPRESENTATION

Section 9.1. Dismissal Procedures

This Section shall only apply to persons continuously employed by the Board in a bargaining unit position for six (6) months or more.

Except as otherwise provided herein, prior to making a final decision to dismiss an employee

covered by this Section, the Board will notify the employee of the reason(s) for the possible dismissal and provide the employee with an opportunity to respond.

If, in a specific instance, the Board deems it unreasonable or impractical to provide an employee with advance notice of the reason(s) for possible dismissal, then the Board may place the employee on a paid suspension until such time as it can notify the employee of the reason(s) for contemplated dismissal and provide the employee with an opportunity to respond.

When practicable, the Board will not inform an employee of their dismissal in the presence of the employee's co-workers, so as to avoid undue embarrassment to the employee.

Section 9.2. Dismissal of Non-Probationary Employee

The Board will not dismiss an employee who has successfully completed their probationary period without just cause. The term probationary period is defined in Article XII (Seniority and Reductions in Force), Section 12.2.

Section 9.3. Job Abandonment

Job abandonment shall be defined as an employee absent from work for three (3) consecutive working days without notification to or authorization from the Board (which shall be deemed a quit), except for good causes shown due to circumstances beyond the control of the employee.

Section 9.4. Right of Representation

- (a) Before conducting an investigatory interview, which may reasonably be expected to result in disciplinary action against the employee being questioned, that employee may request that a Union representative be present.

It is recognized that an employee may not insist that a particular representative be present.

- (b) If the employee requests a Union representative, the College administrator shall either suspend the investigatory interview until a Union representative can be present or advise the employee that it will not proceed with the interview unless the employee is willing to enter the interview unaccompanied by a representative (in which case the Board may act on the basis of information obtained from other sources).
- (c) It is not the intent of the parties to convert investigatory interviews into adversarial proceedings. The role of the representative is to assist the employee; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The Board retains the right to insist on hearing the employee's own account of the matter under investigation uninterrupted by the Union representative.
- (d) This Section does not apply to such run-of-the-mill conversations as, for example, the giving of instructions, training, employee evaluations or needed corrections of work techniques. Nor does this Section apply to meetings at which discipline is simply administered.

Section 9.5. Disciplinary Procedures

The Union and Board acknowledge that progressive discipline standards will apply and that appropriate disciplinary actions for employee misconduct shall be determined by the Administration and/or Board based on the nature and severity of such misconduct and the employee's disciplinary record. The initial disciplinary action shall depend on the severity of

the offense and the supervisor's findings regarding the employee's misconduct. All written discipline shall be placed in the employee's personnel file, with a copy provided to the employee. The employee may provide a copy to the Union at the employee's discretion.

ARTICLE X - LEAVES OF ABSENCE

Section 10.1. A. Sick Leave

On the first day of employment, an employee shall be advanced a pro-rated share of sick days, based on the following table:

Starting	Sick
July	15
August	14
September	13
October	11
November	10
December	9
January	8
February	6
March	5
April	4
May	3
June	1

Thereafter, the employee is credited with fifteen (15) days of sick leave credit on July 1, up to the maximum sick leave accruals set forth herein. Sick leave accrues on a monthly basis as of July 1 each year. Employees are eligible to "borrow" against this sick time in advance of their accrual throughout the current fiscal year. Upon separation from employment employees are responsible for the reimbursement of any borrowed paid time that has not been accrued. An employee who has completed less than fifteen (15) years of continuous full-time service at Kishwaukee College may accumulate unused sick leave up to a maximum of Two Hundred Twenty (220) days. An employee who has completed fifteen (15) or more years of continuous full-time service at Kishwaukee College may accumulate unused sick leave up to a maximum of Three Hundred Sixty-Five (365) days.

An employee may utilize accrued sick leave for any personal illness or temporary disability (including but not limited to temporary disability due to pregnancy and/or child birth), quarantine at home, or serious illness or death in the immediate family or household. Immediate members of the family shall be interpreted to mean husband, wife, son, daughter, mother, father, grandparent, grandchild, brother, sister or corresponding in-law or step/half family member.

In order to be eligible for paid sick leave under this section, an employee shall notify, or cause to be notified, their immediate non-bargaining unit supervisor or their designee prior to the start of their scheduled work shift or as soon as possible thereafter. Failure to properly notify an employee's immediate non-bargaining supervisor shall be considered as an absence without pay, and shall be cause for additional discipline, as well.

The Board reserves the right to require a certification from a physician or other licensed health care professional for the use of paid sick leave. The Board reserves the right to require periodic physical examinations during the period of an employee's absence due to sickness or disability. These examinations administered by a physician or other licensed health care professional at the Board's request shall be at the Board's expense, to the extent they are not covered by insurance.

Abuse of sick leave is a serious matter. If proper notification of sick leave use is not given, or if sick leave abuse is observed, or medical certification of illness is not provided upon request, any absence may be charged as leave without pay and will constitute cause for additional discipline, up to and including termination.

Sick leave shall be used in no less an increment than one quarter (1/4) hour.

A committee consisting of members of KCSS and Administration (with at least one member of the KCSS team and one member of Administration having served on their respective 2023 negotiating teams) will convene in the Fall 2023 semester to review options for a possible sick leave bank.

Section 10.1. B. Sick Leave Reimbursement

Upon retirement or voluntary resignation not based upon recommended discharge for cause, a bargaining unit member shall be eligible for compensation at the rate of \$25.00 per day for any accumulated, unused sick leave days not submitted to SURS for retirement service credit, up to a maximum of one hundred eighty (180) days. This post-retirement compensation payment shall be submitted to the KCSS member within thirty (30) days of their retirement or voluntary resignation from the College.

Section 10.2. Personal Business Days

Three (3) days of an employee's fifteen (15) sick leave days as provided for in the immediately preceding section (10.1A) may be used as personal leave days. Whenever possible, an employee shall submit a written request on a form to be designated by the Board to utilize a personal business day in advance to their immediate non- bargaining unit supervisor. When an unforeseeable emergency arises however, an employee may submit a verbal request for advance approval of a personal business day, to be followed by a subsequent written request when practicable. While, it is not necessary that an employee seeking advance approval of a personal business leave specify the reason for the leave, the parties agree that personal business leave should only be used for matters of legitimate personal business which cannot be rescheduled to occur during non-work time (e.g. real estate closing, non-work related court appearance, religious leave, and urgent family business which

is either unforeseeable or cannot be rescheduled to another time.) No employee shall be eligible to utilize a personal business day under this section without the prior approval of their immediate non-bargaining unit supervisor.

Unused personal business days shall not be subject to accumulation or carry-over from year-to-year. Personal business days are not intended by the parties to be used as vacation days. Abuse of personal business leave benefits under this section or any unauthorized absence shall result in an unpaid leave, and shall be cause for additional discipline as well.

Section 10.3. Bereavement Leave

In accordance and consistent with the Illinois Family Bereavement Leave Act (FBLA), 820 ILCS 154/1 et seq., employees who have worked for the College for at least twelve (12) months and have worked at least 1,250 hours during the previous twelve (12) months are eligible to take up to ten (10) working days of unpaid bereavement leave to:

- a) attend the funeral or alternative to a funeral of a covered family member;
- b) make arrangements necessitated by the death of the covered family member;
- c) grieve the death of the covered family member;
- d) be absent from work to due to (i) a miscarriage, (ii) an assisted reproduction technology procedure (as defined in the FBLA), (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party, (iv) a failed surrogacy agreement, (v) a diagnosis that negatively impacts pregnancy or fertility, or (vi) a stillbirth.

The term “covered family member” includes an employee’s child (son or daughter who is a biological, adopted, or foster child, or a legal ward), stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. The

bereavement leave must be completed within 60 days after the date on which the employee receives notice of the death of the covered family member or the occurrence of the pregnancy-related or adoption-related event. In the event of the death of more than one covered family member in a twelve-month period, an employee may take up to a total of six (6) weeks of unpaid bereavement leave in the twelve-month period.

Regardless of whether they are eligible for leave under the FBLA, employees may take up to three (3) working days of bereavement leave with pay and without the use of accrued paid leave days for the purposes described above regarding the death of covered family members or the death of aunts, uncles, and the in-law or step relations corresponding to siblings, grandparents, and grandchildren.

Any employee eligible for bereavement leave under the FBLA may substitute any accrued paid leave for unpaid days of bereavement leave granted under this Policy. For employees who are eligible for leave under the FBLA, the three (3) working days of paid leave are substituted for three of the unpaid days provided by the FBLA and do not increase the total number of days of leave provided by the FBLA.

Notification of bereavement leave shall be submitted to an employee's immediate non-bargaining unit supervisor or designee upon the death of the employee's covered family member. An employee shall provide their supervisor at least 48 hours' advance notice that the employee intends to use bereavement leave, unless the employee can demonstrate that providing such notice is not reasonable and practicable.

The College reserves the right to require an employee to provide reasonable documentation to support the request for bereavement leave. In the event of a death of a covered family member, "reasonable documentation" includes a death certificate, published obituary or

written verification of death, burial, or memorial services. Reasonable documentation for covered events related to pregnancy, adoption, surrogacy and fertility includes a form, provided by Human Resources, to be filled out by a health care practitioner who has treated the employee or the employee's spouse or domestic partner, or surrogate, or documentation from the adoption or surrogacy organization that the employee worked with, certifying that the employee or their spouse or domestic partner has experienced a covered event, but the employee is not required to identify which category of event the leave pertains to.

Section 10.4. Jury Duty/Compulsory Witness

An employee who is subpoenaed or involuntarily required to appear as a juror or a witness in a matter in which the employee has no personal or pecuniary interest shall notify their immediate non-bargaining unit supervisor as soon as possible after being subpoenaed or notified of compulsory duty. Any such employee who, as a result, cannot fulfill their assigned duties and responsibilities will suffer no loss in pay. Any compensation or fees which the employee receives as a juror or a witness, and any reimbursement for travel expenses for jury duty, may be retained by the employee.

Section 10.5. Military Leave

Military leave shall be granted in accordance with applicable law.

Section 10.6. Leave Without Pay

The Board may, at its sole discretion, grant an employee, upon request, a leave of absence without pay and under such conditions as the Board may specify. A leave without pay may be requested for reasons including, but not limited to, inability to work due to pregnancy, illness or disability, provided that such leave request may also be covered by the College's FMLA Leave Policy (2.13.19.03) in accordance with contract Section 10.9.

A request for a leave of absence without pay by an employee shall be initiated by submitting a written request for the leave to the College President their designee. The request should include a summary of the reasons why the employee seeks the leave. If requested, the employee shall provide a summary of their objectives in seeking the leave and those accomplishments they expect to achieve if the leave is approved by the Board.

The Board will notify the State Universities Retirement System if an employee is placed on an approved unpaid leave of absence under this Section. Under no circumstances, however, shall the Board be obligated to retain funds or make any contribution whatsoever to the State Universities Retirement System on behalf of an employee during such a leave.

In addition, an employee on an unpaid leave shall be responsible for payment of the entire cost of any insurance coverage during any unpaid leave of absence, except for an employee's approved FMLA leave.

Section 10.7. Definition of Day

The term "day" as used in this Article shall mean the number of hours in the employee's normal work day. Example: If an employee's assigned work shift normally consists of six (6) hours of work per day, and the employee is eligible for sick leave, then a day of paid sick leave for such employee would be equal to six (6) hours. The parties understand and agree that the purpose for the paid leave provisions is to enable an employee to be absent without loss of straight time pay for any days in which the employee would otherwise have worked but for such leave, subject, of course, to the conditions governing such leave.

Section 10.8. Non-Employment Elsewhere

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment, except with the express written approval of the President

or their designee. Employees who engage in employment elsewhere during a paid leave may be immediately terminated by the Board.

Section 10.9. Family and Medical Leave Act of 1993

The parties agree that the Employer may adopt policies to implement the Family and Medical Leave Act of 1993 ("FMLA") that are in accord with what is legally permissible under the FMLA.

ARTICLE XI - HOLIDAYS

Section 11.1. Holiday Schedule

The following are paid holidays for eligible employees, at the time such holidays are observed pursuant to the College calendar determined by the Board:

New Year's Day	Day before Thanksgiving
Martin Luther King Day	Thanksgiving Day
Spring Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Juneteenth	Christmas Day
Independence Day	New Year's Eve
Labor Day	

In addition, eligible employees will receive three (3) floating holidays per contract year. If the College decides to be closed for the winter holiday period (i.e., Christmas – New Year’s Eve), the floating holidays must be scheduled and used between Christmas and New Year’s Eve. If the College elects to be open during this winter holiday period, the employee must use any floating holidays between Christmas and New Year’s Eve or, alternatively, the

employee may elect to use available floating holidays between January 1 – June 30 after the winter holiday period. Any unused floating holidays will accumulate as vacation days as of June 30 each year, subject to any limitations on accumulation of vacation days set forth in contract Section 13.3.

Section 11.2. Holiday Pay

For each such holiday, when not worked, an eligible employee will receive a regular day's pay at the employee's straight-time hourly rate, up to a maximum of eight (8) hours (unless the employee is regularly assigned to work a longer work day on a year round basis or during the summer). The term "day" as used in the preceding sentence shall mean the number of hours in the employee's normal work day. Example: If an employee's assigned work shift normally consists of six (6) hours of work per day, and the employee is eligible for holiday pay, then a paid holiday for such employee would be equal to six (6) hours.

Section 11.3. Work on Holiday

An employee who is called in to work on the day a holiday is observed, shall receive one and one-half (1-1/2) times their regular rate of pay for all hours actually worked plus any holiday pay for which the employee is otherwise eligible.

Section 11.4. Holidays Falling During A Vacation

Where a holiday falls on a day that an employee would otherwise have been scheduled to work but for the employee's utilization of their scheduled vacation, that employee will not be charged with using a vacation day when the holiday is observed.

ARTICLE XII - SENIORITY AND REDUCTIONS IN FORCE

Section 12.1. Definition of Seniority

The seniority of employees covered by this Agreement shall be based upon an employee's total full-time service as a bargaining unit member. (e.g. if an employee is a bargaining unit member for three (3) years and leaves the bargaining unit for a period of time, upon their return to the bargaining unit all prior full-time service as a bargaining unit member will be included when determining seniority). Seniority begins as of the hire date of the employee's first full-time bargaining unit position.

Conflicts of seniority among employees with the same seniority date shall be resolved by the following seniority tie-breaker criteria: 1) years of full-time College service, 2) years of part-time College service, including adjunct teaching service, 3) any Kishwaukee College service, including student work time, and 4) drawing lots, witnessed by the Union President or their designee and the College President or their designee. Seniority shall not accumulate while an employee is on an unpaid leave of absence or while an employee is laid off.

Seniority rights created by this Agreement exist only to the extent expressed herein. Seniority shall not establish any right to the continuation of any job classification or arrangement of duties within a classification, but only serves as a qualification for benefits as expressly provided for in this Article.

Section 12.2. Probationary Period

All new employees and those hired after termination of seniority as provided in Section 12.7 shall be considered probationary employees until they have completed a probationary period of (6) six months with a (3) three-month evaluation of active work. Any leave of absence days or other time absent from duty or not worked shall not apply towards satisfaction of the

probationary period, except that paid sick leave, vacation or holidays shall count. During an employee's probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of the Board.

There shall be no seniority among probationary employees. If a probationary employee leaves the bargaining unit for any reason, and subsequently returns to the bargaining unit, they do not retain any prior seniority credit. (e.g., employee with 3 months' prior service as a probationary employee will not retain the 3 months' seniority credit upon return to the bargaining unit). Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to their last date of hire with the Board in a position covered by this Agreement.

Section 12.3. Non-Probationary Seniority Upon Return to the Bargaining Unit

If a non-probationary bargaining unit employee is appointed by the President or their designee to a position outside of the bargaining unit or leaves the unit for any reason and is subsequently returned to a bargaining unit position by the President or their designee the employee shall be credited with the years of service that were previously accrued as a bargaining unit member only, (i.e., years worked in a non-bargaining unit position shall not be included for purposes of seniority under this Agreement).

Section 12.4. Seniority List

On or before February 15th of each new calendar year, the Executive Director of Human Resources will post a list on campus setting forth the most recent date of beginning continuous full-time employment for each full-time bargaining unit employee then employed by the Board. A copy of the list shall also be provided to the President of the Union. The Board will not be responsible for any errors in the list unless such errors are brought to the

attention of the Executive Director of Human Resources in writing by the Union or an employee within fifteen (15) working days after the list is posted on campus, on the College portal and provided to the Union President, whichever date occurs later.

Section 12.5. Layoff

Informal discussions between the bargaining unit leadership and administration shall take place regarding the state of the college budget and potential cost saving measures, including a reduction in force, as part of regularly scheduled meetings. However, if the College determines that it is necessary to eliminate positions in order to decrease the number of employees or to discontinue or reduce some particular type of service or program in order to cut costs, the following procedure will be utilized to conduct a reduction in force in the bargaining unit:

1. The College shall schedule a confidential meeting with Union leadership regarding the pending reduction in force at least forty (40) working days prior to the commencement of the Board meeting where the reduction would be approved via vote. During this confidential meeting the college will provide an approximate number of positions to be impacted by the reduction and an aggregated dollar amount of expected cost savings as a result of the reduction. In order to preserve the confidential nature of the information shared at this meeting, the information will only be shared verbally. The College will provide the union with a rationale for why the reduction is necessary. In the meeting the group will review the policy and procedure for a reduction in force as outlined in the bargaining agreement, review a current seniority list of the support staff unit, and review current pay band assignments. The College will also provide the Union leadership with the details of any separation

package that will be provided to employees subject to the reduction in force. The College will also provide a timeline for the implementation of the reduction in force and establish dates on which key actions will occur such as employee notification, last day of employment, and anticipated Board approval.

2. Following the initial confidential meeting outlined above, the Union will have the opportunity to respond to the College's plan for the reduction in force. Any such response to the College shall be discussed in a subsequent confidential meeting to occur at least 30 working days prior to the Board meeting where the reduction in force would be brought forward for a vote. The union may bring forward responses such as results of a vote from membership, or additional information that may clarify the implementation of the College's plan for the reduction in force.
3. Union leadership will receive a confidential list of positions to be impacted by the reduction in force prior to the notification of affected employees. Participants at this meeting will sign a confidentiality agreement to protect the sensitive nature of the information disclosed. A list of positions will be provided in a confidential meeting three (3) working days in advance of employee notification if the reduction in force plan impacts five (5) or fewer employees. A list of positions will be provided in a confidential meeting seven (7) working days in advance of employee notification if the reduction in force plan impacts six (6) or more employees.
4. Probationary employees shall be removed from service first, then followed by non-probationary employees in reverse order of their respective lengths of service (seniority) within their job category. The categories of position for reduction in force purposes are technical, maintenance/custodial/grounds, and secretarial/clerical. Some

positions critical to college operations may be retained and filled by a less senior employee provided said employee is the only employee at the institution who possesses the required qualifications to serve in the critical operational position.

5. Employees impacted by the reduction in force shall be notified of the status of their position in the reduction plan and any separation package that may be provided, seven (7) working days prior to the Board meeting where the reduction in force will be subject to a vote for approval. Upon receiving notice that their position is being reduced, all employees impacted will be placed on a non-working paid leave for the remainder of their employment pending approval of the reduction plan by the Board. Affected employees will receive a written notice of the pending separation and materials detailing any separation packet or services that may be provided.
6. Employees who are subject to a position reassignment as a result of the reduction plan will be notified first in the schedule of notification meetings. Employees subject to a reassignment will have the option to accept a position reassignment, or opt to accept a lay off and be eligible for the same separation packet or services being offered to other employees affected by the reduction plan. Employees who do not accept the position reassignment offered will not have the option to bump down to other open positions created by the reduction plan. Employees offered a reassignment will have 48 hours from the notification meeting to accept the reassignment or select a lay off.
7. Upon separation from the college employees impacted by the reduction plan will receive a neutral letter of recommendation and the college will not contest unemployment applications from said employees.
8. The reduction in force will be effective upon a vote of approval by the Board.

Employees subject to separation or reassignment will be notified in writing of the approval of the reduction plan within five (5) working days after the board meeting. The last date of employment will coincide with the meeting at which the Board approves the reduction in force.

9. In the event that the College or the Union are unable to meet or strictly comply with any of the meeting or notice timelines set forth in this section 12.5, the Union will not file a grievance regarding on-compliance with any such timelines, and the College will not bypass the reduction in force procedure outlined in paragraphs 1-8 above.

Section 12.6. Recall

Non-probationary employees who are laid off shall be placed on a recall list for a period of one (1) year from the date of layoff. During that period of time, if there is a vacancy in a bargaining unit position within the same job category from which an employee(s) was laid off, the non-probationary employees within such job category who are still on the recall list shall be recalled, in the reverse order of their layoff (i.e., the last one laid off shall be the first one recalled), provided they possess the skill, qualifications, experience and ability to perform the duties of the position to which they are recalled without further training.

Employees who are eligible for recall to a vacant position shall be given notice of their right to recall to a vacant position, and notice of recall shall be sent to the employee by certified mail, provided that the employee must notify the Executive Director of Human Resources of the employee's intention to return to work within five (5) working days after receiving notice of recall. The Board shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee. It is the obligation and responsibility of each employee to provide the Executive

Director of Human Resources with the employee's latest mailing address. If an employee fails to timely respond to a recall notice, that employee's name shall be removed from the recall list, and further recall rights shall be forfeited. The time limit for the employee to respond shall be stated in the recall notice.

Section 12.7. Termination of Seniority

Seniority at the College and the employment relationship shall be terminated if the employee:

- (a) quits;
- (b) is terminated in accordance with the provisions of this Agreement;
- (c) retires or is retired;
- (d) falsifies the reason for a leave of absence or is found to be working for another employer during a paid leave of absence without written permission from the Board (which shall be deemed a quit), except for good causes shown due to circumstances beyond the control of the employee;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation (which shall be deemed a quit);
- (f) is laid off and fails to respond to a notice of recall within seven (7) calendar days after receiving notice of recall or otherwise does not timely respond to a notice of recall as provided in Section 6 of this Article, or fails to report for work at the time prescribed in the notice of recall;
- (g) is laid off for one (1) calendar year; or
- (h) abandons the position (failure to report to work). See Section 9.3–Job Abandonment

Section 12.8. Effects of Layoff

Any employee who is laid off by the Board shall: 1) be permitted to remain in the group insurance program at the employee's cost for a period of time not to exceed the period of their statutory right to continued health insurance coverage under COBRA; and 2) be entitled to a statement of honorable dismissal from the Board.

ARTICLE XIII - VACATIONS

Section 13.1. Amount of Vacation

An employee's period of vacation and vacation eligibility allowance shall be computed from their date of continuous full time service to the College ("anniversary date") regardless of whether or not the employee is employed in a bargaining unit position. (e.g. if an employee is a bargaining unit member for three (3) years and is removed from or leaves the unit for another position at the College, all continuous full-time service at the College counts toward the vacation eligibility allowance). KCSS bargaining unit members shall be entitled to a vacation with pay as follows:

Continuous Full-time Service	Amount of Vacation Time Off (Workdays) Per Fiscal Year
Hired on or after July 1 of current fiscal year (pro-rated)	Up to 10 days (pro-rated as shown in 13.3)
1 st July 1 after hire date thru 4 th July 1 after hire date	15 days
5 th July 1 after hire date thru 9 th July 1 after hire date	20 days
10 th July 1 after hire date and more	21 days

Section 13.2. Vacation Pay

All vacation payments shall be made at the employee's regular straight-time rate of pay.

Section 13.3. Scheduling and Accrual

On the first day of employment, an employee shall be advanced a pro-rated share of vacation days, based on the following table:

Starting	Vacation Days	Converted to Hours
July	10	80
August	9	72
September	8	64
October	7	56
November	6.5	52
December	6	48
January	5	40
February	4	32
March	3	24
April	2.5	20
May	1.5	12
June	1	8

An employee shall earn and accrue the annual vacation leave amount as provided in Section 13.1 on a monthly basis as of July 1 each year. Employees will earn and accrue their full vacation allotment by actively working throughout the fiscal year. Employees are eligible to “borrow” against this vacation time in advance of their earning or accrual of their vacation amount during each fiscal year beginning July 1. Upon separation from employment, employees are responsible for the reimbursement of any borrowed paid vacation time that has not been earned or accrued.

An employee must utilize their earned vacation time within twelve (12) months of the date of accrual, i.e. by June 30 of the fiscal year. Beginning July 1, 2023, employees will be allowed to carryover up to 160 hours of accrued, but unused, vacation time.

Employees shall be permitted to utilize vacation time off in accordance with the College's service needs and, if possible, the employee's desires. All requests to utilize vacation benefits should be submitted to an employee's immediate non-bargaining unit supervisor for advance approval. Notwithstanding any provision of this Agreement, it is expressly agreed that the

final right to designate and approve vacation periods and determine the maximum number of employees who may be on vacation at any time is exclusively reserved by the Board, in order to insure the orderly performance of services provided by the Board. The Board may not arbitrarily cancel an employee's pre-approved vacation period.

Section 13.4. Definition of Day.

The term "day" as used in this Article shall mean the number of hours in the employee's normal work day, (Note: for summer hours see Section 15.3). Example: If an employee's assigned work shift normally consists of six (6) hours of work per day, and the employee is eligible for paid vacation, then a day of paid vacation for such employee would be equal to six (6) hours.

Section 13.5. Vacation Pay Upon Termination

Except as otherwise provided herein, when an employee's employment relationship with the Board is terminated, the Board will pay the employee for all vacation days said employee has earned but not yet taken. The Board may either permit said employee to utilize their earned but unused vacation time prior to termination of employment, or the Board may, at its option, pay the employee for earned but unused vacation time.

If the Board exercises its right to involuntarily terminate the employment of an employee, then such employee will be paid for earned but unused vacation time as of the date of the employee's termination.

If the Board permits an employee to use vacation time before it is earned or accrued, then it is expressly agreed that any unearned days may be deducted from the employee's final paycheck at the time their employment terminates.

ARTICLE XIV - EVALUATION PROCEDURES

Section 14.1. Frequency

This Section shall set forth the minimum number of times an employee will normally be evaluated by the Board. The Board reserves the right to conduct more frequent evaluations of employees.

- (a) Probationary Employees. A probationary employee will be evaluated by a non-bargaining unit administrator or supervisor after three (3) months of active work by the Board.
- (b) Regular Employees. Regular employees, (i.e. those employees who have completed their probationary period), will be evaluated by a non-bargaining unit administrator or supervisor at least once during each fiscal year they are employed by the Board except where the employee is on an extended leave of absence or similar circumstances in which the supervisor cannot effectively evaluate the employee.

Section 14.2. Post-Evaluation Conferences

Following a formal evaluation of an employee under Section 1 of this Article, the administrator or supervisor who conducted the evaluation will offer to meet with the employee within ten (10) working days of the date of receipt of the formal evaluation. During this post-evaluation conference, the administrator or supervisor who conducted the evaluation will provide the employee with a copy of any written evaluation. The employee may ask clarifying questions concerning the evaluation during the conference. An employee shall be permitted to attach a written statement explaining the employee's position concerning their written evaluation, pursuant to the provisions of the Illinois Personnel Records Review Act, Ill. Rev. Stat., ch. 48, § 2001 et seq.

Section 14.3. Evaluations Generally

The Board shall have the sole right and discretion to establish and/or revise the criteria and standards to be used for the evaluation and assessment of all bargaining unit employees. When and if a new standardized evaluation form is finalized for use in conjunction with a formal evaluation process by the Board, and as the same may be changed from time to time by the Board, the evaluation form will be distributed to employees.

While the parties agree that one purpose of this evaluation procedure is to provide the Board with information for use in making personnel decisions, nothing in this Article shall be construed to limit the Board's ability to make personnel decisions at any time. It is further agreed that since evaluations of employees are properly a function of the Board, the Board shall have the exclusive and final right to determine the substance and the content of all evaluations.

ARTICLE XV - HOURS OF WORK AND OVERTIME

Section 15.1. Application of Article

This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle.

Section 15.2. A. Normal Work Week and Work Day

Except as otherwise provided herein, the normal work week for all full-time employees shall not exceed eight (8) hours per day (inclusive of a paid 30minute meal period) and forty (40) hours per calendar week. The work week for payroll purposes shall normally begin on Saturday night at midnight (12:01 a.m. Sunday) and end at midnight (11:59 p.m.) the following Saturday.

Section 15.2. B. Variable Work Week Schedule

A variable work week schedule provides managers with some degree of flexibility to change an employee's normal working hours for College-related commitments, subject to operational needs and management approval. This provides for coverage during special activities or for specific needs of the College that occur outside of an employee's normal working hours.

An employee requesting a variable work week must submit the request to their supervisor at least one week prior to the requested change, and receive approval in advance of the date(s) in which they are varying their schedule. The supervisor will assess the needs of the College prior to approving a variable work week request. Requests by either the employee or the supervisor to make a change in the normal work schedule that are less than one week in advance of the requested change will be not be eligible for the variable work week.

Section 15.3. Summer Work Week and Work Day.

The summer work schedule begins the Monday following Spring commencement for a duration of twelve (12) weeks. Except for overtime assignments as provided in Section 15.4 below, a regular workday during this schedule shall not exceed nine (9) hours per day (inclusive of a paid 30 minute meal period) and thirty-six (36) hours per calendar week Monday through Thursday. During the summer work schedule employees will be paid at their forty (40) hour, normal work week rate (see Section 15.2)

Section 15.4. Overtime

When an employee is assigned to work in excess of forty (40) hours (or thirty-six (36) hours in the summer) in that employee's work week, then except as otherwise provided in Section 4 of this Article, such employee shall be paid one and one half (1½) times the employee's

regular straight time hourly rate of pay for each hour worked in excess of forty (40) hours (or thirty-six (36) hours in the summer) in the employee's work week. All overtime work must be approved in advance by the employee's appropriate administrator.

Paid holiday hours, sick leave, personal leave, and vacation are considered hours worked for overtime only and shall count for overtime eligibility purposes. All other paid leaves of absence and uncompensated periods shall not count as hours worked for purposes of overtime pay compensation.

Section 15.5. Compensatory Time

In accordance with the Fair Labor Standards Act, compensatory time off may be given in lieu of overtime pay at the discretion of the employee's appropriate administrator. The amount of compensatory time earned shall be computed on the same basis as overtime pay, i.e. one and one half (1-1/2) hours of compensatory time shall be granted for each additional hour worked in excess of forty hours (or thirty-six (36) hours in the summer) during an employee's work week. No employee shall be permitted to accrue more than the number of compensatory hours permitted under the Fair Labor Standards Act (FLSA). When an employee has accumulated the maximum number of hours permitted by the FLSA, such employee shall be eligible for overtime pay in accordance with Section 3 for future hours worked in excess of forty (40) hours (or thirty-six (36) hours in the summer) during the employee's work week. An employee's use of accumulated compensatory time off shall be scheduled at the mutual convenience of the employee and the employee's immediate non-bargaining unit supervisor.

Upon termination of employment, an employee will be paid for accrued, unused compensatory time at the employee's current straight time hourly rate of pay.

If an employee was scheduled to utilize their compensatory time off on a day the Board officially closes the College, then the employee will not be charged for use of such compensatory time.

Section 15.6. Call Back

A call back is defined as an assignment of work which does not immediately or continuously precede or follow an employee's regularly scheduled working hours. An employee shall be guaranteed a minimum of one (1) hour's pay or be compensated for the actual time worked, whichever is greater, at the employee's applicable hourly rate. This Section shall not be applicable to scheduled overtime.

Section 15.7. No Pyramiding

Compensation shall not be paid nor compensatory time taken more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

Section 15.8. Traveling on College Business

In accordance with the Fair Labor Standards Act, job-related travel that is pre-approved by an employee's supervisor and that keeps an employee away from home overnight is travel away from home. Travel away from home is considered work time when it cuts across the employee's workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. The College will not consider as work time that time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile. [reference see DOL statute 29 CFR 785.39]

Section 15.9. Shift Change

Employees shall be notified by Human Resources of any position within their position assignment, which has become vacant. All employees within the position assignment subject to the vacancy shall be given five (5) working days after notice of the vacancy to submit a request for a shift change to the Human Resources department. The supervisor will review all submitted requests and notify the employee(s) if the shift change request is approved within five (5) working days of receipt of the employee's shift change request. If no employees within the position assignment submit a shift change request or no requests are approved, the vacant position shall be posted internally at that time.

Section 15.10. Compensation for Special Assignments

Bargaining unit employees who are required to work on graduation or additional registration days preceding the Fall or Spring academic semesters will be compensated at their overtime compensation rate or receive compensatory time at the employee's election for any hours worked. Additional registration dates will be scheduled no less than 60 calendar days in advance.

Section 15.11. Shift Premium

In the event third shift is reinstated, the third shift premium of \$.50 per hour will be reinstated immediately.

ARTICLE XVI - WAGES

Section 16.1. Wages

An employee's base annual salary shall be increased as identified below:

- Effective with the start of the 2023-2024 Contract Year, employee's base annual salary shall be increased by 6.0% for the 2023-2024 Contract year.

- Effective with the start of the 2024-2025 Contract Year, employee's base annual salary shall be increased by 5.0% for the 2024-2025 Contract year.
 - Employees in the A11 payband, who are not over the maximum of the payband as of July 1, 2024, will have their base annual salary increased by an additional \$1,040.00 for the 2024-2025 Contract Year.
- Effective with the start of the 2025-2026 Contract Year, employee's base annual salary shall be increased by 3.5% for the 2025-2026 Contract year.
 - Employees in the A11 payband who are not over the maximum of the payband as of July 1, 2025, will have their base annual salary increased by an additional \$1,040.00 for the 2025-2026 Contract Year.
- Effective with the start of the 2026-2027 Contract Year, employee's base annual salary shall be increased by 3.0% for the 2026-2027 Contract year.

Section 16.2. Salary Ranges

The salary range for each pay band beginning July 1, 2023 shall be as stipulated in Appendix B. The salary range for each pay band beginning July 1, 2024 through June 30, 2027 shall be as stipulated in Appendix B. Employees will receive their entire scheduled salary increase even if the increase places the employee above the pay band maximum.

Employees new to the bargaining unit will be hired at the minimum salary of the appropriate pay band as set forth in Appendix B, unless the College determines that the employee's related previous work experience merits hiring them at a higher base salary in the pay band, however, regardless of prior work experience the maximum entry salary is the midpoint of the pay band.

Section 16.3. Wage Payment Method

The College converted its payroll system in 2020, to issue paychecks to KCSS bargaining unit members in arrears (i.e., paychecks will reflect the employee's earned pay for hours worked during the previous (not current) payroll period). At the time of conversion, the

College agreed to continue to pay any bargaining unit member's salary for the pay period during which the conversion occurs without any loss of pay (based on 24 pay periods of the annual salary). Bargaining unit members hired after the payroll system conversion will receive all of their paychecks in arrears.

Section 16.4. Employee Recognition Program

During the term of this Agreement, the Board may implement an employee recognition program for any or all of the job categories covered by this agreement. Before implementing such a program, the Board will notify the Union President and offer to discuss the program pursuant to Section 5.6 (Communications Committee).

Section 16.5. Longevity Payments

Employees will be eligible for a one-time, non-cumulative longevity payment of \$500 upon completion of twenty (20) total years of full-time service in the bargaining unit and after completion of each additional five (5) years of College service after the 20th year of service. The employee will receive the \$500 longevity payment in their final June paycheck of the contract year in which the employee is eligible for longevity pay. The longevity payment will be added to the employee's base annual salary for subsequent contract years but will not be cumulative (i.e., an employee who completes 30 years of full-time service will receive \$500 rather than \$1,500).

ARTICLE XVII - INSURANCE

Section 17.1. Insurance Payment/Coverage

Subject to the other sections of this Article, employees shall be eligible for life insurance in the amount of Fifty Thousand Dollars (\$50,000) or 1.5 times the employee's base annual salary subject to all applicable taxes (at the employee's election during annual open

enrollment), group medical and dental insurance, and major medical insurance, together with available coverage offered for dependents. The Board, however, retains the right to maintain existing cost containment measures relative to insurance coverage.

The Board will pay the following percentage of the premium cost of an employee's selected insurance coverage under the College's group medical insurance plan:

Single:	PPO 90%	HDHP 90%
Single +1:	PPO 80%	HDHP 80%
Family:	PPO 75%	HDHP 75%

For insurance plan years 2024, 2025, 2026 and 2027, employees who elect a qualifying High Deductible Health Plan (HDHP) and are qualified to enroll in a Health Savings Account (HSA), the College will make HSA contributions each plan year of election in the amount of:

Single:	\$2,000
Single +1:	\$3,000
Family:	\$3,500

The annual Health Savings Account (HSA) contribution will be made to the qualified employee's HSA in January of the plan year. Qualified employees enrolled in the HSA are also eligible to contribute to the HSA through payroll deduction, subject to IRS contribution limits.

Section 17.2. Right to Change Insurance Carriers

The Board retains the right to select and change insurance carriers for employee insurance or otherwise provide for coverage as long as the level of benefits remains approximately the same or better than those which exist on the date this Agreement is executed.

Section 17.3. Terms of Insurance Policies to Govern

The extent of coverage under any insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Board, nor shall such failure be considered a breach by the Board of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Board, employee or beneficiary of any employee.

ARTICLE XVIII - ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Board's

exercise of its rights as set forth herein on salaries, fringe benefits or terms and conditions of employment.

ARTICLE XIX – SAVINGS

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

ARTICLE XX - TERM OF AGREEMENT

This Agreement shall be in effect as of July 1, 2023 and shall remain in full force and effect until June 30, 2027. This Agreement shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing prior to April 15, 2027 or April 15 of a subsequent year that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than forty-five (45) days prior to the anniversary date.


Notwithstanding any provisions of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect until after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days advance written notice to the other party of its desire to terminate this Agreement; provided such termination date shall not be before June 30, 2027 or the anniversary date of a subsequent year as set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereunder have set their hands and seals this 9th day of May 2023.

BOARD OF TRUSTEES OF COMMUNITY
COLLEGE DISTRICT NO. 523
(KISHWAUKEE COLLEGE)

KISHWAUKEE COUNCIL OF
SUPPORT STAFF, IFT/AFT

By: 
Chair, Board of Trustees

By: 
KCSS President

Date: 5/9/2023

Date: 5/9/2023

KISHWAUKEE COLLEGE SUPPLEMENTAL RETIREMENT PLAN

A. Eligibility:

This program shall be open to all full-time College employees who are eligible for a pension under SURS and who have been employed by the College on a full-time basis for at least ten years preceding the date on which their retirement shall commence and who are employed full-time during the two years immediately prior to their retirement. An unpaid leave of absence will not be considered as years of service for the purpose of determining eligibility for the supplemental retirement plan. Any individual who retired prior to the effective date of this plan shall not be included under its provisions. In the event of death of the retiree prior to the effective date of retirement, the College has no obligation to make any remuneration under this plan.

B. Lump-Sum Supplemental Retirement Payment:

Qualified KCSS bargaining unit-retirees are not eligible to remain on the College's medical and dental plans (except for COBRA related coverage). The College shall provide the separating employee with a one-time post-retirement lump sum payment of \$10,800 which employees can use towards payment of insurance costs. The College has no responsibility for the retiree's insurance plan chosen after separation or costs associated with the plan. This post-retirement payment is a non-SURS eligible lump sum payment and will be made 30 days following the employee's date of retirement.

Tuition Waiver:

Subject to eligibility as defined above, tuition (but not fees of any kind) may be waived for those individuals electing retirement and their spouses for courses taken at Kishwaukee College for life. Also, tuition may be waived for dependent children up to twenty-five (25) years of age.

APPENDIX A - POSITIONS WITH PAY BANDS

<u>Title</u>	<u>Band</u>
Administrative Assistant - Adult Ed & Transition Services	B23
Administrative Specialist 1	B23
Administrative Specialist II	B24
Admissions - Records and Registration Specialist	B22
Application Programmer	C42
Bookstore Operations Specialist	B23
Bookstore Sales Clerk	A21
Bookstore Textbook Buyer	B22
Business Office Clerk	B21
Business Office Specialist	B23
Client Support Specialist	B22
Coordinator Media and Help Desk	B22
Printing and Mail Services Operator	B21
Custodian	A11
Custodian Lead	A13
Database Administrator	C44
System Specialist Financial Aid	C41
Greenhouse /Grounds Specialist	B21
Grounds Worker	A11
Grounds Worker Lead	B21
Support Desk Technician	B22

Library Assistant - Access Services	B22
Library Assistant - Technical Services	B22
Maintenance - Carpenter	B22
Maintenance - Helper	B21
Maintenance – HVAC	B23
Maintenance - Electrician	B23
Maintenance - Mechanic	B22
Maintenance - Multi-Craft	B22
Maintenance	B22
Network Engineer	C42
System Administrator	C41
One Stop Assistant	B21
Records Analyst	B24
Systems Administrator and Security Engineer	C42
Technician Audio/Visual	B22
Tool Room Assistant Diesel Power Technology	A13

APPENDIX B - PAY BANDS

July 1, 2023 - June 30, 2024

Pay Band	Minimum	Maximum
A11	32,994	38,755
A13	34,124	44,525
A21	34,124	44,525
B21	35,417	49,766
B22	37,741	53,034
B23	40,064	56,299
B24	42,391	59,565
C41	51,849	78,064
C42	54,081	81,423
C43	56,312	84,783
C44	58,543	88,142

July 1, 2024 - June 30, 2025

Pay Band	Minimum	Maximum
A11	34,561	40,596
A13	35,745	46,640
A21	35,745	46,640
B21	37,099	52,130
B22	39,534	55,553
B23	41,968	58,973
B24	44,405	62,394
C41	54,312	81,772
C42	56,649	85,291
C43	58,987	88,810
C44	61,324	92,328

APPENDIX B - PAY BANDS (Continued)

July 1, 2025 - June 30, 2026

Pay Band	Minimum	Maximum
A11	35,684	41,916
A13	36,907	48,156
A21	36,907	48,156
B21	38,305	53,824
B22	40,819	57,358
B23	43,331	60,890
B24	45,848	64,422
C41	56,077	84,429
C42	58,490	88,063
C43	60,904	91,696
C44	63,317	95,329

July 1, 2026 - June 30, 2027

Pay Band	Minimum	Maximum
A11	36,666	43,068
A13	37,922	49,480
A21	37,922	49,480
B21	39,358	55,304
B22	41,941	58,936
B23	44,523	62,565
B24	47,108	66,193
C41	57,619	86,751
C42	60,099	90,485
C43	62,579	94,218
C44	65,058	97,951

APPENDIX C - PAY BAND CALCULATION FORMULA FOR CHANGING PAYBANDS

When a KCSS employee changes positions within the KCSS unit, such that they move from one pay band to a higher or lower pay band, their new salary will be determined using the formula below. If the KCSS employee moving multiple pay bands receives a salary higher than a current KCSS employee in the same position, there will be a conversation between administration and KCSS leadership regarding reconciling the pay of the current KCSS employee in the same position

Formula:

- **One Pay Band Change:** Single band change percentage increase = (Midpoint of salary range one level higher or lower than original band divided by midpoint of original band)-1.
- **Multiple Pay Band Change:** Multi-band change percentage increase = (Midpoint of salary range one level higher or lower than original band divided by midpoint of original band)-1. Plus 5% for each additional band change beyond the first band.

Example of One Pay Band Change:

Promotion from B21 to B22: (Midpoint of B22 salary range / Midpoint of B21 salary range) -1
Joe Smith's current salary is \$40,000, in pay band (B21) with a midpoint salary range of 42,088. Joe is changing positions to a higher pay band (B22) with a midpoint salary range of 44,851. The percentage increase would be (44,851/42,088)-1 which equals a 6.5% increase, added to the \$40,000 original salary for a total new salary of \$42,624.

Example of Multi Pay Band Change:

Promotion from B21 to B24: (Midpoint of B22 salary range (one band higher) / Midpoint of B21 salary range (current band) -1, plus 5% for each additional band movement.

Joe Smith's current salary is \$40,000, in a pay band (B21) with a midpoint of \$42,088 and changing positions to a higher pay band (B24). The new salary would be (43,563/40,880)-1 which equals a 6.5% increase for the first band change and then 5% for each additional band change for a total salary increase of 6.5% plus 10% (5% each for the two additional pay band changes past the initial one step pay band change) for a total percentage increase of 16.5%. \$40,000 x 16.5% equals a total new salary of \$46,600.

