

**2017-2021**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**ILLINOIS COMMUNITY COLLEGE DISTRICT #511  
ROCK VALLEY COLLEGE**

**AND**

**ROCK VALLEY COLLEGE SUPPORT STAFF ASSOCIATION  
IFT-AFT / AFL-CIO**

## TABLE OF CONTENTS

Article I – Recognition and Bargaining Unit .....	1
1.1 Recognition .....	1
1.2 Agreement.....	1
1.2.1 Commitment to Bargaining.....	1
1.2.2 Rights During Negotiations.....	1
1.2.3 Rights of Board Representatives and Association Representatives .....	1
Article II – Association/Board Rights and Responsibilities.....	3
2.1 Association Rights.....	3
2.1.1 Non-Discrimination .....	3
2.1.2 Access to Information.....	3
2.2 Board Rights	
2.2.1 Managerial Rights and Responsibilities.....	3
2.2.2 Meeting with Bargaining Unit Members.....	4
2.3 No Strike Pledge .....	4
2.4 Labor-Management Meetings .....	4
2.5 Union Communications .....	5
Article III – Grievance Procedure	
3.1 Definitions .....	6
3.1.1 Grievance .....	6
3.1.2 Days .....	6
3.2 Procedure Guidelines.....	6
3.2.1 Representation .....	6
3.2.2 Association Rights.....	6
3.2.3 Time Limits .....	6
3.3 Procedural Steps.....	6
3.4 Selection, Authority and Fees of the Arbitrator .....	7
3.5 By-Pass Provisions .....	8
3.5.1 By-Pass Provisions .....	8
3.5.2 Separate Records .....	8
3.5.3 Grievance Withdrawn .....	8
3.5.4 No Reprisals.....	8
Article IV – Terms and Conditions of Employment .....	9
4.1 Probationary Period .....	9
4.2 Work Day .....	9
4.3 Work Week.....	9
4.5 Shift Differential.....	9
4.6 Overtime/Compensatory Time .....	9
4.6.1 Overtime.....	9
4.6.2 Compensation Time .....	10
4.7 Physical Examination and Fitness for Duty.....	10
4.8 Dress Code/Safety Equipment.....	10
4.9 Medical Examinations Policy and Report Form .....	10
4.10 Personnel File .....	11
4.10.1 Right of Access .....	11
4.10.2 Placement of Material in File .....	11
4.11 Seniority Defined.....	11

Article V – Holidays, Vacations and Leaves	
5.1	Holidays ..... 12
5.2	Vacation ..... 12
5.3	Leaves of Absence..... 12
5.3.1	Sick Leave and Personal Leave ..... 12
5.3.2	Personal Leave ..... 13
5.3.3	Jury Duty/Witness Leave..... 13
5.3.4	Family and Medical Leave..... 13
5.3.5	Military Leave ..... 13
Article VI – Wages and Benefits	
6.1	Wages ..... 14
6.2	Insurance ..... 14
6.2.1	Medical, Dental, and Vision Insurance ..... 14
6.2.2	Term Life Insurance ..... 14
6.2.3	Tax-Qualified Child Care Program ..... 14
6.2.4	Tax Qualified Medical Expenses ..... 14
6.2.5	Employee Assistance Program ..... 15
6.2.6	COBRA Dependent Coverage ..... 15
6.3	Domestic Partners..... 15
6.4	Deferred Compensation Plan & Tax Sheltered Annuity ..... 15
Article VII – Effect and Term of Agreement	
7.1	Entire Agreement ..... 16
7.2	Savings ..... 16
7.3	Term of Agreement ..... 16
Appendices	
Appendix A:	2016-2017 Salary Ranges – Hourly ..... 17
Appendix B:	Insurance Benefit Plan Information ..... 18

## **Article I Recognition and Bargaining Unit**

### **1.1 Recognition**

This AGREEMENT is the first contract by and between Board of Trustees of Rock Valley College, Community College District No. 511 (hereinafter referred to as the "Board"), and the Rock Valley College Support Staff Association (hereinafter referred to as "Association"), and applies only to said parties.

The College recognizes the Association as the exclusive bargaining agent for all full-time and part-time Educational Support Personnel (ESP), excluding the Human Resources Benefits Specialist, Human Resource Generalist-CPT, Career & Technical Education and Outreach Administrative Assistant III, Human Resources Administrative Assistant III, Human Resources HR Employment Coordinator, Academic Affairs Administrative Assistant III, Financial Services Payroll Team Leader and Arts and Sciences Administrative Assistant III, Administrative Services Administrative Assistant III; all supervisors, managerial, confidential, short-term, student and part-time academic employees defined by the Illinois Educational Labor Relations Act.

This AGREEMENT is effective through June 30, 2021.

### **1.2 Agreement**

This AGREEMENT is intended to cover all Bargaining Unit employees' wages, hours, terms and conditions of employment with the College.

#### **1.2.1 Commitment to Bargaining**

The Board and the Association have endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the ESP employees represented by the Association, insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right to effectively operate Rock Valley College and are consonant with the paramount interest of the public and the students of Rock Valley College.

#### **1.2.2 Rights During Negotiations**

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 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.

#### **1.2.3 Rights of Board Representatives and Association Representatives**

It is the responsibility of the Board and the Association to (1) confer upon their respective representatives the necessary authority to make and consider proposals, and to make counterproposals in the course of negotiations, and (2) to reach tentative draft agreements which shall be presented to the Board and the Association respectively, with explicit reasons for the adoption of the same. The obligation to urge adoption of the draft

agreement does not preclude either the Board or the Association from discussing the relative merits of all provisions of the draft agreements with their respective groups. Facts, information, opinions, and proposals will be exchanged freely during the meetings in an effort to reach mutual understanding and agreement.

**Article II**  
**Association/Board Rights and Responsibilities**

2.1 Association Rights

2.1.1 Non-Discrimination

Neither the Board nor the Association shall discriminate against any bargaining unit member on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, handicap, age or for the membership or non-membership or participation or non-participation in, or in association with, the lawful activities of any organization, including but not limited to educational support personnel, student, religious, political, and social organizations.

2.1.2 Access to Information

The Board shall make available to the Association information requested by the Association relevant to negotiations pertaining to, and the interpretation and enforcement of, this AGREEMENT. However, the Board is not obligated to provide to the Association an employee's personnel records which could adversely affect the employee's personal privacy unless requested in accordance with the Illinois Personnel Records Review Act. The Association President or any Association Officer shall be able to make a written request for such information, and the Board shall deliver such information within a reasonable period of time not to exceed twenty (20) business days. Requested information shall be disseminated to the Association in its most refined and compiled form that currently exists, unless the actual raw data, which provides the basis of the refined and compiled information, is specifically requested by the Association.

2.2 Board Rights

2.2.1 Managerial Rights and Responsibilities

Except as specifically limited by the 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 Association as the exclusive 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 layoff 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 to or produced for employees 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 express provisions of this AGREEMENT and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Illinois and the 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 obligations or duty or to be considered to be authorized by or binding upon the Board.

#### 2.2.2 Meeting with Bargaining Unit Members

This AGREEMENT shall not be construed to prevent the Board or its representatives from meeting with any bargaining unit member(s) for the purpose of hearing complaints, views and proposals of such bargaining unit members, provided that as to those matters covered by this AGREEMENT or items that pertain to wages, hours and terms and conditions of employment, no change or modification shall be made except after negotiations with the Association, except for agreements reached under Section 2.2.

#### 2.3 No Strike Pledge

The Association agrees that it shall not instigate, engage in, support, encourage or condone any strike, work slow-down or disruption of College operations in contravention of the provisions of the IELRA. The Association also agrees that the no-strike pledge shall be followed regardless of the actions, requests or demands of any agency, organization, etc.

#### 2.4 Labor – Management Meetings

The College Administration and the Association shall meet each quarterly to share information and discuss issues related to overall administration of the Collective Bargaining Agreement. Emergency circumstances arise, either party may request a labor

management meeting be scheduled by submitting a written request to the other party at least two (2) days in advance of the meeting. The written request shall include the specific items or issues for discussion at the labor-management meeting.

## 2.5 Union Communications

The Association can use the college's email system and internal mail delivery for purposes of conducting union business provided that Association members do not use such during work times and provided that there is no disruption to college business or operations.



## **Article III Grievance Procedure**

### **3.1 Definitions**

#### **3.1.1 Grievance**

A “grievance” shall mean an allegation by the Association or by an affected bargaining unit member that there has been a violation, misinterpretation or misapplication of a specific provision of this AGREEMENT. A “formal grievance” shall be a grievance that has been reduced to writing as described in Step One of Section. 4.3.

#### **3.1.2 Days**

As purposes of this Article, “days” shall be defined as “business days”, which do not include Saturdays, Sundays, College holidays, and days when the College is otherwise closed.

### **3.2 Procedure Guidelines**

#### **3.2.1 Representation**

The bargaining unit member has the right to request Association representation at any meeting, hearing or appeal related to a grievance.

#### **3.2.2 Association Rights**

The Association President and the ESP Grievance Chairperson, shall be advised by the immediately involved supervisor or the Vice President of Human Resources of any formal grievance meeting, hearing or appeal and they shall have the right to be present.

#### **3.2.3 Time Limits**

The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal of the grievance. If the College’s designated representative neglects to proceed or render a decision within the time limits, the grievance may be advanced to the next step in the grievance procedure. Time limits may, however, be extended by mutual agreement of the Association President and/or ESP Grievance Chairperson and the appropriate supervisor or the Vice President of Human Resources.

### **3.3 Procedural Steps**

The parties acknowledge that it is usually most desirable for a bargaining unit member and his/her immediate supervisor to resolve problems through free and informal communications. An Association representative may accompany the bargaining unit member to assist in the informal resolution of a grievance. Any informal resolution of the grievance must not be inconsistent with the terms of this AGREEMENT. Informal resolutions that involve wages, hours, terms and conditions of employment must be documented in writing and a copy provided to the Association President and ESP Grievance Chairperson. If, however, the informal process fails to satisfy the bargaining

unit member, or the Association, the timeline for submission of a formal grievance shall commence and a grievance shall be processed as follows:

**Step One:** A grievance shall be submitted within twenty (20) days of the date the grievant or the Association knew or reasonably should have known of the alleged contract violation. The formal written grievance shall identify the grievant(s), summarize all relevant facts, identify all provisions of the agreement allegedly violated and describe the remedy that is requested.

The bargaining unit member or the Association shall present the grievance in writing to the immediate supervisor and the Vice President of Human Resources, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. Within ten (10) days of the Step One meeting, the grievant and the ESP Chairperson shall be provided with the written response to the grievance, including the reason(s) for the decision.

**Step Two:** If the grievance is not resolved at Step One or the time limits expire without the issuance of a written response at Step One, the Association may refer the grievance to the College President or designee within ten (10) days after receipt of the Step One response or expiration of the time limit to issue a response. The College President, or his/her designee, shall arrange with the ESP Grievance Chairperson for a meeting to take place within ten (10) days of receipt of the appeal. Within ten (10) days of the meeting, the ESP Grievance Chairperson shall be provided with a written response from the College President or designee, including the reason(s) for the decision.

**Step Three:** If the Association is not satisfied with the disposition of the grievance at Step Two or the time limits expire without issuance of the College President's or designee's response, the Association may submit the grievance to binding arbitration with a copy to the President and the Board Chairperson. If a demand for arbitration is not filed within twenty (20) days after the deadline date for the Step Two response, the grievance shall be considered withdrawn.

#### 3.4 Selection, Authority and Fees of the Arbitrator

The parties may mutually agree upon an arbitrator. If the parties cannot agree on an arbitrator within ten (10) College business days from the College's receipt of the demand for arbitration, the parties shall submit a Request for Arbitration Panel (Sub-Regional – Illinois) to the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators, under the FMCS Arbitration Policies and Procedures." The parties will notify FMCS of their selection of an arbitrator, and FMCS will make a formal appointment of the arbitrator.

The decision of the arbitrator shall be binding. 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 provisions of this AGREEMENT.

The Board and the Association shall share the fees and expenses of the arbitrator, FMCS and the costs of a court reporter equally. In all cases, compensation of witnesses is the sole responsibility of the party calling the witness

### 3.5 By-Pass Provisions

#### 3.5.1 By-Pass Provisions

Any step of the grievance procedure may be bypassed by mutual consent of the ESP Grievance Chairperson and the College President or College designee.

#### 3.5.2 Separate Records

All records relating to a grievance shall be filed separately from the personnel file of the bargaining unit member.

#### 3.5.3 Grievance Withdrawn

A grievance may be withdrawn at any level without establishing precedent, provided that, if withdrawn, the grievance shall be treated as having never been filed.

#### 3.5.4 No Reprisals

No reprisals shall be taken by the Board or Association, or by any representative or party thereof, against any individual or class of individuals because of participation in the grievance process.

**Article IV**  
**Terms and Conditions of Employment**

4.1 Probationary Period

The probationary period for each bargaining unit member will extend for 90 days from the unit member's date of hire. The College may extend the probationary period an additional 30 days during the probationary period. Unit members are subject to discipline or immediate discharge for any reason and are not entitled to file grievances regarding any disciplinary action or discharge.

4.2 Work Day

Generally the work day shall be eight (8) hours.

4.3 Work Week

The work week shall begin on 12:01 a.m. on Monday and end on the following Sunday at 12:00 a.m. Bargaining unit members shall have at least one (1) period of twenty-four (24) consecutive hours off duty every work week.

4.5 Shift Differential

Full-time bargaining unit members whose regularly assigned shift includes eight (8) hours after 1:30 p.m. or later shall be paid a shift differential of \$1.00/hour, and full-time bargaining unit members whose regularly assigned shift includes eight (8) hours between 9:30 p.m. and 4:30 a.m. shall be a paid shift differential of \$1.50/hour if and only if he/she actually works a complete eight (8) hour shift.

4.6 Overtime/Compensatory Time

4.6.1 Overtime

Overtime is time actually worked in excess of 40 hours in a single work week by a bargaining unit member. Overtime pay is paid at a rate of 1.5 times the regular hourly rate of pay. Overtime rates are not paid until the hours actually worked by the employee exceed 40 hours. Holidays, vacation, compensatory time and other leave time (whether paid or unpaid) do not count towards hours worked for purposes of determining overtime.

Overtime must be pre-approved by the supervisor except in emergency situations or unusual circumstances. Overtime will be assigned to bargaining unit members normally assigned to a specific job. Overtime work could be assigned to others within a department also possessing the knowledge and skills necessary to perform the duties, but must be offered to those normally assigned first. Overtime assignments which do not normally require specific skills may be assigned on a rotational basis to other bargaining unit members of the specific department.

A minimum of two hours of overtime shall be paid to a bargaining unit member asked to return to work for an emergency situation. This does not apply to previously arranged assignments requiring an employee to return to work.

#### 4.6.2 Compensatory Time

In lieu of payment for overtime, compensatory time may be granted. If a bargaining unit member does not elect compensatory time in lieu of overtime pay, overtime will be paid out on the regular pay day for which the wages were earned. At any time, a bargaining unit member who is granted compensatory time in lieu of overtime pay may request that the compensatory time be paid out as overtime according to the College's normal payroll schedule. Compensatory time will be treated in the following manner:

- It is approved in advance by the supervisor, unless the work was required due to emergency or unusual circumstances.
- The amount of extra work is not less than 30 minutes.
- No more than a 40 hour accumulation of compensatory time will be carried during the year.
- Compensatory time received by a bargaining unit member in lieu of cash must be at the rate of not less than one and one-half hours of compensatory time for each hour of overtime worked.
- Compensatory time will be paid as overtime pay if the bargaining unit member terminates employment with the College.
- Compensatory time accumulated by a grant-funded bargaining unit member and not used will be paid out as overtime at the end of the grant cycle year.
- Compensatory time is not offered to temporary employees.

#### 4.7 Physical Examination and Fitness for Duty

Designated bargaining unit positions at the College may require weight restrictions and certain lifting requirements. For those positions, a physical examination will be required and the bargaining unit member shall be notified. The examination will take place at the College's expense.

In instances where a bargaining unit member exhibits manifestations of diminished capacity in their area of responsibility and/or where a bargaining unit member exhibits behaviors that pose a direct threat to his/her own safety or the safety of others, the Board reserves the right to request a Fitness for Duty examination by a Physician chosen by the College at the College's expense. The bargaining unit member may designate a Board Certified Physician to conduct the examination.

#### 4.8 Dress Code/Safety Equipment

The College will provide uniforms for Plant Operations and Maintenance staff. If the College requires safety equipment, the College will provide such. The time an employee spends in changing into and out of a uniform is considered as hours worked.

#### 4.9 Medical Examinations Policy and Report Form

If the College requires an employee to have a medical examination, the College shall reimburse for the cost.

#### 4.10 Personnel File

Only one (1) official personnel file shall be maintained by the Board which shall be the property of the College.

#### 4.10.1 Right of Access

The College agrees that the employee will have the right of access to their personnel files provided in the Illinois Personnel Records Act as provided herein.

#### 4.10.2 Placement of Material in File

Any disciplinary material placed in the file shall be signed, dated and a copy shall be given to the employee. Each employee shall have the right to have dissenting or explanatory material attached to any document on file.

### 4.11 Seniority Defined

Seniority shall be defined as the length of continuous service of an employee of the College in any position or positions covered by this Agreement. Full-time employees are considered to have seniority over part-time employees in all cases. Seniority will accumulate for part-time employees on a pro-rated basis. If total years of service are equal between two or more employees, then seniority shall be determined by date of hire. The person with the earliest date of hire would have the most seniority. If date of hire is the same, then seniority shall be determined by lot witnessed by the Association President and the Administration.

## **Article V Holidays, Vacations and Leaves**

### 5.1 Holidays

The following are College holidays at the time such holidays are observed pursuant to the College calendar determined by the Board, and are paid days for full-time bargaining unit members:

- New Year's Day
- Martin Luther King, Jr. Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

The Board of Trustees reserves the right to close the College between Christmas and New Year's Day. In such case, employees will use accrued and unused paid time off or take the time as unpaid.

### 5.2 Vacation

Non-grant funded, full-time bargaining unit members earn vacation as follows: Year 1 through Year 5 = 10 days; Year 6 through Year 10 = 15 days; Year 11 or more = 20 days. All earned vacation is prorated (number of days per year divided by 24) and posted semi-annually on payroll checks. Employees may carry over up to 20 days of accrued and unused vacation into a new calendar year. Any accrued vacation in excess of 20 days on December 31 of any year will be forfeited.

Vacation days for full-time bargaining unit members working in grant programs are earned as follows: Year 1 through Year 5 = 10 days; Year 6 through Year 10 = 15 days; Year 11 or more = 20 days. A grant funded bargaining unit member shall be allowed to use up to 50% of his/her total vacation day allotment within the first six (6) months of the new grant cycle. If a grant funded bargaining unit member leaves employment with the College prior to the end of the grant cycle and he/she has used vacation days that have not been accrued he/she will have deductions made to their final paycheck with the College. All vacation days must be used within the grant cycle year and any unused days will be forfeited.

Bargaining unit members must obtain pre-approval from their supervisor for use of vacation days.

### 5.3 Leaves

#### 5.3.1 Sick Leave and Personal Leave

Full-time bargaining unit members earn fifteen (15) days (12 sick and 3 personal) each fiscal year (July-June). Sick leave will accrue per pay period worked. Sick days may be taken for an employee's own illness, injury or serious health condition or that of an immediate family member. Immediate family member is defined as spouse, domestic partner, children or parents. Bargaining unit members are expected to report their absence by speaking directly with their supervisor or designee by telephone on the day of the absence and prior to the start of their scheduled work shift.

Bargaining unit members missing three (3) consecutive days due to sick leave must provide certification of the illness from the health care provider of the person with the illness, injury or serious health condition. Accruals for sick days will be displayed on payroll checks.

### 5.3.2 Personal Leave

Personal days may be used for urgent personal or family business. As much advance notification as possible of a request for personal leave should be provided to the bargaining unit member's supervisor for approval. Personal leave will accrue per pay period worked. Personal days may accrue up to six (6) days. Any additional time beyond six (6) days is converted to sick time. The Personal Leave that has been converted to Sick Leave cannot be included when reporting sick days to SURS. "SNON" (Sick-Non-SURS) code will be applied which represents the non-reportable time accrued as a roll-over from Personal Leave when the maximum accrued leave time amount is reached. When Payroll records Sick Leave days, they will first deduct from the bargaining unit member's "SNON" leave code, then they will deduct as needed from the regular Sick Leave code.

Accruals for personal leave will be displayed on payroll checks.

### 5.3.3 Jury Duty/Compulsory Witness Leave

Bargaining unit members shall be granted time off without loss of pay for jury duty or to serve as a witness if subpoenaed. The bargaining unit member shall notify their immediate supervisor as soon as possible after being subpoenaed or notified of jury duty. The bargaining unit member may retain compensation or fees received for service as a juror or witness, and any reimbursement for travel expenses.

### 5.3.4 Family and Medical Leave

Eligible bargaining unit members shall be permitted to utilize FMLA leave for up to twelve (12) weeks per year (July 1 to June 30) in accordance with College policy.

### 5.3.5 Military Leave

Eligible bargaining unit members shall be entitled to military leave in accordance with the College policy.



## **Article VI Wages and Benefits**

### **6.1 Wages**

The annual salary increases and the hourly salary ranges for each bargaining unit member's pay grade (effective July 1, 2016) are set forth in Appendix A.

### **6.2 Insurance**

#### **6.2.1 Medical, Dental, and Vision Insurance**

The Board shall provide employee, employee plus spouse, employee plus (child)ren, and family coverage of prescription drugs, medical, vision care and dental benefits as defined by the Rock Valley College Benefit Plan (RVCBP), as shown in Appendix B. Spouses or domestic partners of employees may not take insurance through the College's plan if they may obtain (or are offered) health insurance through the spouse's or domestic partner's employer. Employees whose spouse or domestic partner seeks coverage under the College plan must complete an affidavit (Appendix B) attesting under oath that they do not have and have not been offered or cannot obtain health insurance under their employer plan.

Bargaining unit members have the right to refuse to participate in the RVCBP and/or the dental benefits as provided by RVCBP. Refusal must be in writing.

New bargaining unit members will be eligible for participation in the RVCBP on the 1<sup>st</sup> day of the month after the hire date of full-time employment. Eligibility requirements and an explanation of benefits are contained in the booklet titled "The Rock Valley College Benefits Plan" in accordance with Appendix B.

Cost associated with the RVCBP is determined by the College's Health Insurance Consultant.

#### **6.2.2 Term Life Insurance**

Full-time bargaining unit members shall be provided with a term life insurance policy in an amount equal to twice his/her annual base salary, rounded to the next highest thousand. Maximum of \$100,000. The effective date for coverage is after 90 days of continuous employment.

#### **6.2.3 Tax-Qualified Child Care Program**

The College will provide full-time bargaining unit members with a process by which funds, up to the maximum allowable by law, may be set aside on a pre-tax basis for the payment of child care.

#### **6.2.4 Tax Qualified Medical Expenses**

The College will provide full-time bargaining unit members with a process by which funds, up to the maximum allowable by law, may be set aside on a pre-tax basis for the payment of medical expenses not covered by insurance.

#### 6.2.5 Employee Assistance Program

The College provides a confidential Employee Assistance Program (EAP). All bargaining unit members and their immediate family members are eligible.

#### 6.2.6 COBRA Dependent Coverage

Eligible dependents not over age 26 will be covered under the insurance plan.

#### 6.3 Domestic Partners

Domestic Partner benefits are available for bargaining unit members who have a current "Affidavit of Domestic Partnership" (Appendix B) on file with the Human Resources Officer.

All rights and benefits afforded to employee spouses under this AGREEMENT shall be extended to domestic partners. Similarly, dependent children of employees' domestic partners shall be defined as employee's dependent children for the purposes of this AGREEMENT.

These definitions of the terms "spouse" and "dependent children" shall not apply to benefits which are prohibited by a third party contract.

#### 6.4 Deferred Compensation Plan & Tax Sheltered Annuity

The College will provide bargaining unit members the opportunity to participate in a Deferred Compensation Plan (457b) and/or a Tax Sheltered Annuity (403b). The Board assumes no liability for the investment decisions of any 457(b) or 403(b) vendors.

**Article VII**  
**Effect and Term of Agreement**

7.1 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 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 Association, for the duration of this AGREEMENT, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter expressly 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, unless otherwise specifically indicated in this AGREEMENT.

7.2 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.

7.3 Term of Agreement

This AGREEMENT shall be effective as of the date of signing by both parties and shall be in force and effect up to and including June 30, 2021. 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.

Implemented over impasse by the Rock Valley College Board of Trustees on February 28, 2017, effective March 1, 2017.

BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT  
#511, ROCK VALLEY COLLEGE

ROCK VALLEY COLLEGE SUPPORT  
STAFF ASSOCIATION.  
IFT-AFT / AFL-CIO

By \_\_\_\_\_  
Mr. Patrick Murphy, Board President

By \_\_\_\_\_

**APPENDIX A**  
**2016-2021 Salary**

**Salary Ranges - Hourly**

<b>Grade</b>	<b>Minimum</b>	<b>2<sup>nd</sup> Quartile</b>	<b>Midpoint</b>	<b>4<sup>th</sup> Quartile</b>	<b>Maximum</b>
<b>12</b>	<b>\$19.08</b>	<b>\$21.32</b>	<b>\$23.56</b>	<b>\$25.80</b>	<b>\$28.04</b>
<b>11</b>	<b>\$17.64</b>	<b>\$19.66</b>	<b>\$21.69</b>	<b>\$23.71</b>	<b>\$25.73</b>
<b>10</b>	<b>\$16.36</b>	<b>\$18.17</b>	<b>\$19.19</b>	<b>\$21.80</b>	<b>\$23.62</b>
<b>9</b>	<b>\$15.11</b>	<b>\$16.75</b>	<b>\$18.39</b>	<b>\$20.03</b>	<b>\$21.67</b>
<b>8</b>	<b>\$14.01</b>	<b>\$15.48</b>	<b>\$16.95</b>	<b>\$18.42</b>	<b>\$19.98</b>
<b>7</b>	<b>\$12.94</b>	<b>\$14.28</b>	<b>\$15.61</b>	<b>\$16.94</b>	<b>\$18.27</b>
<b>6</b>	<b>\$12.00</b>	<b>\$13.19</b>	<b>\$14.38</b>	<b>\$15.58</b>	<b>\$16.77</b>
<b>5</b>	<b>\$11.09</b>	<b>\$12.16</b>	<b>\$13.23</b>	<b>\$14.30</b>	<b>\$15.38</b>
<b>4</b>	<b>\$10.28</b>	<b>\$11.38</b>	<b>\$12.48</b>	<b>\$13.58</b>	<b>\$14.68</b>

**Annual Salary Increase**

<b>Year</b>	<b>Salary</b>
<b>Date of Settlement – June 30, 2018</b>	<b>\$700</b>
<b>July 1, 2018 – June 30, 2019</b>	<b>\$500</b>
<b>July 1, 2019 – June 30, 2020</b>	<b>\$500</b>
<b>July 1, 2020 – June 30, 2021</b>	<b>\$600</b>

## APPENDIX B

### ROCK VALLEY COLLEGE BENEFIT PLAN

#### PROGRAM BENEFIT COVERAGE - PPO 1

<b>Premium Contributions</b>	<b>Effective Date of the Settlement through End of Contract</b>
	<ul style="list-style-type: none"><li>- Employee: 20.5%</li><li>- Spouse, Children &amp; Family: 22.5%</li></ul>
<b>Individual Deductible</b>	\$1,000 (effective date of settlement– 1-1-19) \$1,250 (effective 1-1-19 through End of Contract)
<b>Family Deductible</b>	2x Individual Deductible
<b>Individual Out-of-Pocket Maximum Limit</b>	2x Individual Deductible
<b>Family Out-of-Pocket Maximum Limit</b>	2x Family Deductible
<b>Coinsurance Limits (in/out) Network</b>	80% in Network/70% Out of Network
<b>Office Visits – Primary Care Physician</b>	Deductible and Co-Insurance
<b>Office Visits – Specialists</b>	Deductible and Co-Insurance
<b>Preventative Care</b>	100%
(Routine annual physicals, well-baby exam, immunizations, and other preventative health services as determined by Your Health Care Benefit Program)	
<b>Emergency Room</b>	\$200 Co-pay (Effective 7-1-19 \$250 then 80% after deductible)
<b>Prescriptions Retail</b>	\$25/\$50/\$75/\$150 – up to 30 days Generic/Formulary/Non-formulary/Specialty
<b>Prescriptions Mail Order</b>	\$20/\$30/\$50/\$100 – up to 90 days Generic/Formulary/Non-formulary/Specialty
<b>Vision</b>	\$300 Calendar Year Benefit & BCBS Discounts

## APPENDIX B

### ROCK VALLEY COLLEGE BENEFIT PLAN

#### PROGRAM BENEFIT COVERAGE - PPO 2

**Premium Contributions**

**Effective Date of Settlement through End of**

<b>Contract</b>	<b>Non-wellness</b>	<b>Wellness (Enrollment)</b>
Employee	21.5%	19%
Spouse, Children & Family	22.5%	21%

<b>Individual Deductible</b>	\$1,500 (effective date of settlement – 1-1-19) \$1,750 (effective 1-1-19 through End of Contract)
<b>Family Deductible</b>	2x Individual Deductible
<b>Individual OPX Limit</b>	2x Individual Deductible
<b>Family OPX Limit</b>	2x Family Deductible
<b>Coinsurance Limits (in/out)</b>	80% In Network/70% Out of Network
<b>Office Visits – Primary Care Physician</b>	\$20 then 100% \$30 then 100% (effective 7-1-19)
<b>Office Visits – Specialists</b>	\$40 then 100% \$50 then 100% (effective 7-1-19)
<b>Preventative Care</b>	100%
(Routine annual physicals, well-baby exam, immunizations, and other preventative health services as determined by Your Health Care Benefit Program)	
<b>Emergency Room</b>	\$200 Co-pay (Effective 7-1-19) \$250 then 80% after deductible
<b>Prescriptions Retail</b>	\$25/\$50/\$75/\$150 – up to 30 days Generic/Formulary/Non-formulary/Specialty
<b>Prescriptions Mail Order</b>	\$20/\$30/\$50/\$100 – up to 90 days Generic/Formulary/Non-formulary/Specialty
<b>Vision</b>	\$300 Calendar Year Benefit & BCBS Discounts

**APPENDIX B**  
**ROCK VALLEY COLLEGE BENEFIT PLAN**  
**PROGRAM BENEFIT COVERAGE - HSA**

**Premium Contributions**

**Effective Date of Settlement through End of**

<b>Contract</b>	<b>Non-wellness</b>	<b>Wellness (Enrollment)</b>
Employee	21.5%	19%
Spouse, Children & Family	22.5%	21%

**Employer contributes 50% of employee deductible**

**(All parameters apply after deductible has been met)**

<b>Individual Deductible</b>	\$2,500 (effective date of settlement) \$3,000 (effective 1-1-20)
<b>Family Deductible</b>	2x Individual Deductible
<b>Individual OPX Limit</b>	2x Individual Deductible
<b>Family OPX Limit</b>	2x Family Deductible
<b>Coinsurance Limits (in/out)</b>	80% In Network/70% Out of Network
<b>Office Visits – Primary Care Physician</b>	Deductible and Co-Insurance
<b>Office Visits – Specialists</b>	Deductible and Co-Insurance
<b>Preventative Care</b>	100%
(Routine annual physicals, well-baby exam, immunizations, and other preventative health services as determined by Your Health Care Benefit Program)	
<b>Emergency Room</b>	\$200 Co-pay (Effective 7-1-19) \$250 then 80% after deductible
<b>Prescriptions Retail</b>	\$25/\$50/\$75/\$150 – up to 30 days Generic/Formulary/Non-formulary/Specialty
<b>Prescriptions Mail Order</b>	\$20/\$30/\$50/\$100 – up to 90 days Generic/Formulary/Non-formulary/Specialty
<b>Vision</b>	\$300 Calendar Year Benefit & BCBS Discount

## **APPENDIX B**

### **ROCK VALLEY COLLEGE BENEFIT PLAN**

#### **PROGRAM BENEFIT COVERAGE – Dental & Working Spouse Rule**

##### **Dental**

**Diagnostic & Preventative Services**            100% of maximum allowance  
**and Misc. Services**

**Orthodontics**    50% of maximum allowance  
\$1,500 Lifetime Max

Separate from the health care cost for employee contributions. Support staff can choose dental coverage singularly or in addition to health care coverage using the same contribution percentage as Healthcare.

##### **Working Spouse Rule**

Spouses or domestic partners of employees may not take insurance through the College's plan if they may obtain (or are offered) health insurance through the spouse's or domestic partner's employer. Employees whose spouse or domestic partner seeks coverage under the College plan must complete an affidavit attesting under oath that they do not have and have not been offered or cannot obtain health insurance under their employer plan. (Effective 1-1-16)



## APPENDIX B

### ROCK VALLEY COLLEGE BENEFIT PLAN

#### Domestic Partnership Affidavit

#### I. DECLARATION

We, \_\_\_\_\_ and \_\_\_\_\_  
(Member - PRINT NAME) (Domestic Partner – PRINT NAME)

certify and declare that we are domestic partners in accordance with the following criteria and that we, and our dependent children, are eligible for Medical, Vision, Pharmacy, and Dental benefits under the Rock Valley College Health Insurance Plan.

#### II. DOMESTIC PARTNER CRITERIA

1. We are each other's sole domestic partner and intend to remain so indefinitely.
2. We understand that if the Domestic Partner's coverage is terminated due to non-payment of premium, the Member cannot re-enroll the Domestic Partner until the next Open Enrollment
3. Neither of us is currently married or legally separated. We would marry each other if given the legal right to do so.
4. We are at least nineteen (19) years of age and mentally competent to consent to this affidavit.
5. We have continuously resided together in the same residence for at least twelve (12) months and intend to do so indefinitely.
6. We are unrelated and share a committed and mutually dependent relationship with each other that is consistent with that of a married couple.
7. We are the same sex and for this reason are unable to marry each other under Illinois law.
8. We are jointly responsible for each other's common welfare and share financial obligations.

#### III. TAX CONSEQUENCES OF DOMESTIC PARTNER AS A DEPENDENT

We understand that it is our responsibility to consult a tax advisor before certifying that the Domestic Partner is a dependent as defined by the Internal Revenue Code. We understand that by answering "YES, my Domestic Partner qualifies as my dependent for Federal income tax purposes" on the Domestic Partner Enrollment form, contributions made for the Domestic Partner's coverage will be on a pre-tax basis and will not be reported as imputed income on the Member's W2. We understand that by answering "NO, my Domestic Partner does not qualify as my dependent for Federal income tax purposes," contributions made for the Domestic Partner's coverage will be on a post-tax basis and will be reported as imputed income on the Member's W2.

#### IV. CHANGE IN DOMESTIC PARTNERSHIP

1. We understand that we are required to notify Rock Valley College within thirty-one (31) days of a change in our status as domestic partners as required by submitting a Termination of Group

Insurance Coverage for Domestic Partner form to the agency Group Insurance Representative (GIR).

2. We understand that if we elect to terminate the Domestic Partner's coverage for such reasons as the Domestic Partner becoming eligible for other coverage, or the Domestic Partner becomes ineligible for the Rock Valley College Group Insurance Program (for example, relationship terminates, either partner marries, etc.), coverage under the Program will be terminated as of the signature date on the Termination of Group Insurance Coverage for Domestic Partner form.

**V. DOMESTIC PARTNER DOCUMENTATION**

**To qualify for eligibility, the following documentation must be provided to Rock Valley College:**

1. Signed Affidavit of Domestic Partnership
2. Designation of domestic partner as a beneficiary for RVC life insurance and SURS retirement contract.

**VI. ACKNOWLEDGEMENTS**

1. We understand that any person/employer/insurer/claims administrator who suffers any loss due to false statements contained in this Affidavit may bring civil action against either or both of us to recover their losses, including reasonable attorney's fees.
2. We have provided the information in this Affidavit for use by Rock Valley College for the sole purpose of determining eligibility for domestic partner benefits. We understand that this information will be held confidential and will be subject to disclosure only upon our express written authorization, pursuant to a court order or if there is a compelling-business need to have access to the information.
3. We understand that this Affidavit may have legal implications relating to, for example, our ownership of property or taxability of benefits provided, and that before signing this Affidavit, it is our responsibility to seek competent legal and accounting advice concerning such matters.
4. We agree to reimburse Rock Valley College for any and all liability including, without limitation, taxes, penalties or losses (including reasonable attorney's fees), that Rock Valley College may incur arising out of its reliance on this affidavit if it is untrue in any respect or if the required notice of termination is not filed.

**Domestic Partnership Affidavit**

We declare, under penalty of perjury under the laws of the State of Illinois that the assertions in this affidavit are true to the best of our knowledge

Member and Domestic  
\_\_\_\_\_

Partner's Address  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

**BENEFITS STAFF USE ONLY**

DATE: \_\_\_\_\_

Birth Certificate attached      or       Driver's License/State ID attached

\_\_\_\_\_

Documentation Meets Requirements       Yes       No

## APPENDIX B

### ROCK VALLEY COLLEGE BENEFIT PLAN

#### GROUP HEALTH AND DENTAL PLAN WORKING SPOUSE/ SAME SEX DOMESTIC PARTNER (SSDP) CARVE-OUT FORM

The Working Spouse/Domestic Partner rule requires employed spouses and registered domestic partners of covered employees to join their employer's group health and dental plan (for at least "single" coverage) if credible coverage is available. **Your spouse/domestic partner's eligibility for plan coverage will not be considered until this form is fully accomplished and returned.**

**Complete this questionnaire if you wish to enroll your spouse/domestic partner for coverage under a RVC Group Health and Dental Plan.**

Employee Name \_\_\_\_\_ Employee # \_\_\_\_\_

Spouse/Domestic Partner Name \_\_\_\_\_ SSN# \_\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Name of Spouse/Domestic Partner's Employer \_\_\_\_\_

**Please answer questions 1-4 below. (If you answer "No" to all questions, proceed to questions 4-5 below):**

1.  Yes  No My spouse/domestic partner is currently unemployed.
2.  Yes  No My spouse/domestic partner is retired and is not actively employed.
3.  Yes  No My spouse/domestic partner is self-employed and does not have access to a group health plan.

**If you answered "Yes" to any of the above questions:** Your spouse/domestic partner will be eligible for coverage under RVC Group Health and Dental Plan as long as the condition applies.

**If you answered "No" to Question 1, 2, or 3, please answer the following question:**

4.  Yes  No My spouse/domestic partner is employed but does not currently have access to a group health plan.
5.  Yes  No My spouse/domestic partner is employed, but does not currently have access to a group dental plan.

**If you answered "Yes" to question 4 and/or 5: Page 2 of this form must be completed by a representative of your spouse/domestic partner's employer and returned to your Rock Valley College Human Resources Department before your spouse/domestic partner plan coverage will be considered.**

#### **Employee Acknowledgment**

If my spouse/domestic partner's employment status changes in the future, I understand that I am responsible for completing a new enrollment form and the Questionnaire for Health and Dental Coverage of a Spousal/Domestic Partner within 31 days of the employment status change. In addition, by my spouse/domestic partner's signature below, authorization is given to his/her employer to release the required dependent information indicated on Page 2 of this form. I understand that failure to notify Rock Valley College of my spouse/domestic partner's employment change or falsifying his/her employment status is fraud and could result in financial penalty, loss of coverage and/or possible termination of employment.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Phone Number

\_\_\_\_\_  
Spouse/Domestic Partner's Signature

\_\_\_\_\_  
Date

**Return completed form to your HR Department (forwarding information on Page 2)**

Name of Rock Valley College Employee \_\_\_\_\_

Employee # \_\_\_\_\_

**BELOW TO BE COMPLETED BY EMPLOYER OF SPOUSE/DOMESTIC PARTNER**

Rock Valley College (RVC) Group Health and Dental Plan requires spouses/domestic partners of covered employees to join their employer's group health plan where such availability to coverage exists.

Spouse/Domestic Partner Name \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Last Four of SS#: \_\_\_\_\_

**PLEASE CHECK THE APPROPRIATE BOX BELOW:**

Is your employee eligible for employer-sponsored **health** coverage that meets the minimum ACA requirement?

Yes  No

Is your employee eligible for employer-sponsored **dental** coverage?

Yes  No

\_\_\_\_\_

Name of Employer

\_\_\_\_\_

Employer Representative Signature \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_  
Number \_\_\_\_\_

\_\_\_\_\_

Printed Name & Title of Employer Representative

**Direct inquiries and return completed form to:**

**Rock Valley College**

**Human Resources Department**

**3301 N Mulford Road**

**Rockford, IL 61114-5699**

**Fax: 815-921-4769**

**E-mail: [e.adame@rockvalleycollege.edu](mailto:e.adame@rockvalleycollege.edu)**