

Agreement Between

KNOX COLLEGE and
SEIU LOCAL 73

September 1, 2024 - August 31, 2027

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PREAMBLE

This Agreement is hereby entered into between Knox College, hereinafter called the College and Service Employees International Union, Local 73, hereinafter called the Union.

ARTICLE I DESCRIPTION OF BARGAINING UNIT AND RECOGNITION

Section 1. Recognition

The College recognizes the Union as the sole and exclusive bargaining agent for employees in the following unit certified by the NLRB in Case No. 33-RC-3875:

All full-time and regular part-time service and maintenance employees who are routinely scheduled for 20 hours or more per week (except for customer service attendants who will also be included as long as they are regularly scheduled to work) including all custodial employees, food service employees, customer service attendants, heating plant employees, grounds and maintenance employees; but excluding office clerical and secretarial employees, caterers, students, professional employees, campus safety officers, and supervisors as defined in the Act, and all other employees.

Section 2. Student Workers

The Union and the College agree that the use of student workers is both appropriate and beneficial. The Union agrees to assist the College in the continuation of student work and to give support to student workers. The College, however, will not utilize student workers to attempt to undermine the Union,

Section 3. Supervisory Work

The Union recognizes that non-bargaining unit supervisors have traditionally performed bargaining unit work on an as-needed basis. It is understood that supervisors will continue to perform such work but not to displace bargaining unit employees on a regular basis or to avoid the overtime provisions of Article XI, Section 3.

Section 4. Temporary Employees

Temporary employees are excluded from the bargaining unit. A temporary employee may be assigned to fill in for absent regular employees for up to 180 days within a 12 month period. A temporary employee may be assigned to work on a special project for the duration of the project. In such cases, the College will notify the Union. Any deviation from the above must be agreed upon by the College and the Union.

Section 5. Labor Management Meetings

The College and the Union may meet at the request of either party to discuss matters of mutual concern. Union representatives will be in paid status for meetings scheduled during regular work hours.

ARTICLE II NO DISCRIMINATION

The parties agree there will be no discrimination against employees because of Union membership or protected activities, color, race, national origin or ancestry, sex, sexual orientation, marital status, age, religious beliefs, political beliefs and for any other reason forbidden by State, Local or Federal law.

ARTICLE III UNION RIGHTS

Section 1. Responsibilities of Bargaining Unit Employees to Union

On or after the thirtieth (30th) day following the beginning of employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union paying the periodic dues uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount of periodic dues uniformly required as a condition of acquiring or retaining membership, or, if the employee objects to the payment of that fee, such employee shall, as a condition of employment, pay that portion of the fee related to representation costs.

Religious Objection

Any nonmember Employee who objects to the payment of a service (fair share) fee based upon bonafide religious tenets or teachings of a church or religious body of which such nonmember Employee is a member shall be required to pay an amount equal to his or her fair share fee, as outlined in this section, to a nonreligious charitable organization mutually agreed upon by such nonmember Employee and the Union. The Union agrees to provide to the Employer the list of the agreed upon nonreligious charitable organizations.

Section 2. Maintenance of Voluntary Checkoff

Upon confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues or fees, the Employer shall deduct such dues and fees from wages owed to that employee, unless the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization and contained in this section. Specifically, any employee who wishes to revoke dues checkoff must do so by giving written notice to both the Employer and Union during the period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of applicable collective bargaining agreement between the Employer and the Union whichever occurs sooner. Where an employee properly revokes dues or fees authorization pursuant to this section, the employee shall still, as a condition of employment, be required to pay fair share or agency fees to the Union, to the extent permitted by law and this Agreement.

Once authorization is received by the College and until such time as authorization is revoked under the processes above, the College shall deduct from the wages owed said employee for

the first payroll period ending in each calendar month, the Union's membership dues or non member fees for the month in which such deduction is made not later than the fifteenth (15th) day of the calendar month. The College will forward the monies so deducted to the Union not later than the fifteenth (15th) day of the calendar month in which the deduction is made.

Section 3. Voluntary COPE Authorization

The Service Employees International Union (SEIU) maintains a Committee On Political Education (COPE). Employees covered by this Agreement may obtain a Deduction Authorization card from the Union to submit to the College's Human Resources department if they opt to authorize deductions to SEIU COPE.

Section 4. Indemnification

The Union agrees to indemnify, defend and hold harmless the College, its employees, officers and trustees against any and all claims, suits, orders or judgments brought or issued against the College as a result of any action taken or not taken by the College under Sections 1, 2, and 3 above.

Section 5. Union Stewards

The College recognizes the right of the Union to designate stewards. The Union shall keep the College advised as to the identity of stewards. Except as specifically provided for hereafter in this Section, Union Stewards shall not be compensated for their duties as stewards by the College and shall perform such duties during times when not scheduled to work for the College. However, when Union Stewards are asked by the College administration to meet and discuss Union/College matters during their normal work hours, with the exception of collective bargaining negotiations, the College will pay the Union Stewards involved their respective regular straight time rates of pay.

Section 6. Union Representatives

Union representatives, not employed by the College, shall be given reasonable access to the campus for the purpose of carrying out their duties and responsibilities as representatives of the employees in the bargaining unit. However, Union representatives must inform the Human Resources Office of their presence prior to arriving on campus and will not unnecessarily interfere with the performance of bargaining unit work or College operations..

Section 7. Bulletin Boards

The College agrees to make bulletin boards available at appropriate locations, which shall include Facilities Services, for official Union business. The Union will not post notices that disparage the College or any of its employees.

Section 8. Leave for Union Business

Employees who are elected or appointed to represent the Union at conferences or participate in

training programs will be granted unpaid leave in order to participate in such programs. No more than one (1) employee from each Department will be allowed to take such an unpaid leave at any given time, and the duration of such an unpaid leave shall not exceed one week. Such leave is subject to the Department Director's approval which shall not be unreasonably denied.

Section 9. Notification to Union

The College will notify the Union of new bargaining unit employees when they are hired. Once a month, one (1) Union steward will be allowed up to thirty (30) minutes to meet with bargaining unit employees hired in the previous month for the purpose of introducing the Union and the Agreement. Such a meeting will be allowed at a time and place to be determined by management to best fit operating needs. College shall provide a seniority list to Union upon request. Except as otherwise stated in this Agreement, seniority shall be measured from an employee's last date of hire with the College. When two employees are hired on the same date and in the same Department, the last two (2) digits of the employees' social security numbers shall determine seniority with the highest number being the most senior. All applications of seniority as defined in this Agreement would still apply. The College will also notify the Union of any disciplinary actions regarding bargaining unit employees.

Section 10. Union Use of Departmental Mailboxes

The Union will be allowed to use employee mailboxes located in the employee's departments for Union communications.

ARTICLE IV MANAGEMENT OBLIGATIONS AND RIGHTS

The administration of the College has the obligation to direct the College in an efficient and fair manner in order to insure that the College will continue to fulfill its mission. In order to accomplish this mission, the College must have the ability to determine the following: the methods and means of operating the College; job assignments, the work to be performed and the scheduling of such work; reasonable work rules; the equipment to be used; the amount and nature of supervision; the need for outside help, the numbers of employees needed; the number of months worked per year; who to hire, transfer, promote, suspend or discharge (with just cause), and layoff; the eligibility for, amount, type and level of benefits. All of the above rights are subject to specific provisions of this Agreement.

ARTICLE V NO STRIKE – NO LOCKOUT

Section 1. No Strikes

During the term of this Agreement, the grievance process and the administrative and judicial remedies and procedures provided by statute for remedying unfair labor practices shall be the sole and exclusive means of settling any dispute between the employees and/or the Union and the College, whether relating to the application of this Agreement, economic matters or otherwise. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in or condone any strike (including sympathy strikes), slowdown, concerted stoppage of work or any other interference with or interruption of production, regardless of the reason.

Section 2. No Lockouts

The College agrees that, during the term of this Agreement, it will not institute a lockout due to a labor dispute with the Union.

ARTICLE VI HEALTH AND SAFETY

The College will comply with all applicable OSHA rules and regulations. The College will comply with all Health Department rules and regulations governing food service establishments and the safe handling of food and beverage products for consumption. The College is committed to providing a safe and healthy work environment. The College must have the ability to create reasonable work rules and establish best practices in order to uphold this commitment.

ARTICLE VII EMPLOYMENT STATUS

Section 1. Probationary Employees

New regular full or part-time employees will be regarded as probationary employees for the first ninety (90) calendar days of active employment. Probationary employees may be laid off or discharged as exclusively determined by management. Probationary employees will be evaluated at forty-five (45) days and again at ninety (90) days of employment. Probationary employees continuing in the service of the College subsequent to ninety (90) calendar days of active employment shall receive full seniority credit from last date of hire. Probationary employees shall not be entitled to receive any paid leave benefits.

Section 2. Military Personnel

The College will comply with all laws relating to reemployment of military personnel.

Section 3. Family and Medical Leave

The College will follow the provisions of the Family and Medical Leave Act.

Section 4. Workers Compensation

When an employee incurs a job-related injury or illness, it must be reported to the supervisor immediately. Workers' compensation claims are filed with the College's insurance carrier and processed in accordance with the State law.

Section 5. Termination of Employment

The employment relationship shall be terminated if an employee:

- a) has been discharged for just cause;
- b) has been laid off for lack of work;
- c) has been absent due to illness or injury, and has not returned to work for a period of six months;

- d) quits voluntarily (employees are required to give two weeks notice);
- e) fails to report to work at the termination of a leave of absence or disciplinary suspension; or assumes employment with another employer or on their own while on a leave of absence without notifying the College and obtaining approval;
- f) fails to respond to a notice of a recall after layoff within five (5) days of receiving proper notice of recall. Proper notice consists of notice by telephone (employee is entitled to a one-week notice for any layoff of two or more weeks, otherwise two days) or, if the employee does not answer the phone and the College is unable to leave a voicemail message, by a registered/certified letter to the last address given to the College by the employee (must be mailed at least one week prior to the reporting date). Response must be made by email or telephone call to Human Resources.
- g) fails to report for work after layoff, and timely response to notice of recall, or does not make satisfactory alternative arrangements for returning to work if unable to report as directed.
- h) declines recall to any available job;
- i) fails to report for work on two (2) or more successive workdays without reporting to the College within that time with a sufficient explanation of the absence; or,
- j) retires.

Section 6. Layoff

If the College determines that a layoff is necessary, the College will designate the classification(s) in which the layoff will occur and the number of employees to be laid off. Employees will be laid off on the basis of date of hire at Knox College seniority provided however that the remaining employees in each classification must have the necessary skills and ability to then satisfactorily perform all available work without training. An employee who has previously held a position may, to avoid layoff, bump a less senior employee if the bumping employee has the necessary skills and ability to then satisfactorily perform the work with a brief reorientation, which shall not constitute training. An employee may also, to avoid layoff, bump to a lower paid position if the bumping employee has the necessary skills and ability to then satisfactorily perform the work after a brief orientation, which shall not constitute training. The least senior employee(s) within the designated layoff classification(s) will receive no less than fourteen (14) calendar days notice of layoff.

Section 7. Recall

The College will determine when additional employees are needed in any classification. Recall shall be made from the layoff list and employees shall be recalled by seniority, and must have the necessary skills and ability to perform all available work. Laid-off employees shall be recalled before any new employees are hired, unless the employees on the layoff list do not possess the necessary skills and ability to perform all available work in the classification in which additional employees are needed. Laid-off employees will remain on the recall list for

period of 18 months or the employee's length of service with the College, whichever is shorter.

ARTICLE VIII JOB VACANCIES AND SELECTIONS

Section 1. Posting a Vacancy

When the College determines to fill a bargaining unit vacancy or a new bargaining unit position from within the current workforce, as opposed to its right to hire from outside, it shall distribute a vacancy announcement through campus e-mail and post a copy of the vacancy announcement at the time clocks used by bargaining unit employees. The vacancy announcement shall include the job-classification, shift, job description, and pay rate. Bargaining unit employees will have five (5) calendar days to submit an application, including three (3) work references (name, relationship, and valid contact information such as an email address or phone number in the manner directed in the vacancy announcement. An application must be submitted to be considered for a vacancy.

Section 2. Job Selection

To fill an open vacancy, the College will first consider applicants who are in the same job classification as the vacancy. From those applicants, the College shall select the applicant it deems most qualified for the position, taking into account the applicants' performance and attendance. If two (2) or more applicants are deemed equally most qualified, the College will select the most senior qualified of those applicants. If that selection results in another vacancy, then the College will fill the resultant vacancy with the remaining applicant who is the most senior qualified applicant. Additional resultant vacancies with the same job classification shall be filled in the same manner. If there are no remaining applicants with the original vacant job classification to fill a resultant vacancy, then the College shall consider applicants from other job classifications and select the applicant who is the most senior qualified applicant. If this selection creates a vacancy in a different job classification, the College will follow Sections 1 and 2 of this Article.

Nothing described herein shall infringe on the College's right to solicit and select applicants from outside the bargaining unit for a vacancy if, in its exclusive judgment, the College determines that there is no qualified applicant from within the bargaining unit.

Section 3. Qualification after Selection

Upon filling a vacancy in a new job classification or same classification but different assignment after selection under the procedures described in this Article, the selected applicant shall have 15 calendar days to decide for any reason that he/she wishes to return to his/her immediate previous job classification or same classification but different assignment, and the College shall have the 15-calendar-day period to determine for any reason that the selected applicant should return to his/her immediate previous assignment or job classification.

Section 4. Job Assignments

A job assignment is an employee's duty or duties within his/her job classification, including, but

not limited to, the task to be performed and the place where it is to be performed, and the expected shift (first/second/third/am/pm/midday/varied etc.) The College has the right to make or change job assignments on a reasonable as-needed basis. The College will endeavor to provide reasonable notice of changes in job assignments to employees covered by this Agreement where practicable.

Section 5. Annual Shift Preference Bidding

In the event that the College determines that more than one shift is needed for a particular job classification, the College will post an annual job "bid sheet" in order for employees in that classification to "bid" on the shifts. The bid sheet will specify the job classification and job assignment. The College will determine the date on which the annual "bid" sheet will be posted. Union stewards will be given five (5) calendar days to review the bid sheet in advance of a posting. The College will award "bids" successively to the most qualified bidding employees, taking into account performance and attendance with the greatest Knox seniority.

In the event that the College determines that there are insufficient qualified bidders to staff a particular shift, then the College may assign the least senior qualified employee(s), not otherwise assigned to the shift where the insufficiency of qualified bidder(s) exists, to the shift where the insufficiency exists. Nothing in this provision diminishes the College's right to determine the number of shifts for a particular classification, the times for the shifts, or the hour designation of the shifts.

Section 6. Performance Evaluations

All bargaining unit employees will be evaluated at least annually. Evaluations will be used in determining qualification for job vacancies and in the Annual Shift Preference Bidding process. Performance evaluations shall not be grievable unless a bargaining unit employee is not selected to fill a vacancy pursuant to Sections 1 and 2 of this Article based on the evaluation. Grievances related to performance evaluations shall not be arbitrable.

Section 7. Dining Services Skills and Training

The College will offer training twice (2x) per year to bargaining unit employees who sign up to learn skills for future positions/promotions.

Section 8. Skills Evaluation

Dining Services employees will be allowed to have their skills assessed for any position above the one they currently hold. This evaluation will be completed by management and shared with the employee so the employee can determine what training they may need. This evaluation can be requested annually at the time of the Performance Evaluation but will not be used for any purpose other than for the employee and management to discuss skills and skill development for the future.

ARTICLE IX DISCHARGE AND DISCIPLINE

Section 1. Just Cause

The College will discipline employees only for just cause. The parties agree to the principle of progressive, corrective discipline. However, it is recognized that more serious offenses, such as health and safety offenses, should be dealt with more harshly than minor infractions. Moreover, some offenses are so serious that discharge may be the appropriate penalty for a first violation. No employee shall be disciplined without having the opportunity to explain his or her side of the situation. All discipline shall be issued on a timely basis as soon as possible after the College has completed its investigation (timely basis should not exceed thirty days after Human Resources knows of an incident, should have known of an incident, or completes its investigatory interviews.) All discipline shall be in writing and shall include the nature of the violation and the rule and/or policy violated.

Section 2. Due Process

Employees may request the presence of a Union Steward during any meeting that may result in discipline of the employee. If an employee requests representation for such meeting, the meeting will not be held without a Union Steward in attendance. The employee shall be allowed to decide which Steward shall represent the employee, except the meeting shall not be unreasonably delayed because of the unavailability of the chosen Steward. If a Steward is not available within forty-eight (48) hours by reasonable efforts by the parties to obtain one for the meeting, a Union Representative shall be invited to participate in the meeting, by phone, if necessary.

Section 3. Forms of Discipline

The College will use the following forms of discipline:

Verbal Warning (with written notice/documentation)

Written Warning

Suspension

Discharge

However, it is understood that the College may demote an employee if that employee is not able, for whatever reason, to perform his/her duties in a satisfactory manner. With respect to discharge, the College may suspend an employee without pay subject to the grievance procedure, pending final determination, in order to complete its investigation. Should an employee be suspended without pay during a disciplinary investigation, he or she will be paid his/her normal rate of pay for the period that he/she would normally be scheduled to work should the employee be cleared of the charges for which he/she was initially suspended. However, this provision does not prevent the College from modifying a penalty and/or applying a different suspension time.

If an employee has received no discipline for a rolling 18 month period, the employee will revert back to the first step in the progressive discipline track. However, if the Union grieves a disciplinary action to arbitration, the College may present the employee's entire disciplinary record as evidence. Further, the College can consider an employee's entire disciplinary record when making employment decisions such as promotions and transfers.

Section 4. Employee Rights

No employee will be asked to take a polygraph examination, voice stress analysis test or other test of truthfulness. The College will not conduct drug testing. Should the College have reason to believe an employee may be using or under the influence of drugs while at work, the College may refer the employee to the EAP referred to in the Summary of Benefits at Appendix A. The employee may not return to work until he/she submits a certification from the EAP provider that he/she is ready to return to work. Any employee requesting access to his/her personnel record will be permitted to do so, and copies of documents in said record will be made available at a reasonable cost. Employees may respond, in writing, to any item in their personnel record.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. Definition

A grievance is any dispute over the meaning and/or application of the terms of the Agreement. However, with respect to matters now handled by the Knox College Grievance Panel for cases of discrimination, harassment, sexual harassment or sexual misconduct, employees may choose whether to utilize the College's procedure or that contained herein. Grievances may involve one or a group of employees. Employees may be represented by a Union Steward in all steps of the process.

Where time limits are established in the grievance procedure, they may be waived in writing by the parties. Failure on the part of management to act within the designated time limits will automatically move the grievance to the next step of the procedure. Grievances may be withdrawn or settled at any step of the process without establishing precedent.

A written grievance shall contain a brief statement of the complaint, including the part or parts of the contract that may be allegedly violated, and the relief sought.

When a grievance is sent or appealed through the U.S. Postal Service, the postmark date shall indicate timeliness. Failure by the Union to file a timely appeal or grievance shall result in the grievance being dropped.

The employee may elect not to be present during the discussion of the grievance. Grievances involving more than one employee may be presented by an aggrieved employee and a steward or two stewards. Grievances arising due to action taken at levels above the first line supervisor may be taken up by the Union at the appropriate level.

Section 2. Meetings

Grievant, witnesses and stewards will be allowed paid time during their scheduled workday to be present in grievance meetings. The amount of time shall be related to the complexity of the issue at hand. At the option of the College, such meetings may be scheduled outside normal working hours for all or a majority of the employees involved.

Section 3. Steps in Procedure

Employees should make every attempt to informally resolve disputes prior to filing a grievance. Therefore, an employee and steward must discuss the matter informally with the employee's immediate supervisor within seven (7) calendar days of the employee's knowledge of the underlying facts surrounding the situation. If the matter is covered under the grievance procedure and is not resolved within seven (7) calendar days following the discussion with the supervisor, the employee may then file a grievance. Employees shall follow the directives of management. When employees believe their rights are violated by such directives, they may file a grievance. This does not give employees the right to refuse work unless they actually believe their health or safety is seriously at risk.

Step One: If an issue is not resolved informally, an employee and steward may file a grievance by putting the grievance in writing and presenting it to both the non-bargaining unit Supervisor and Department Head within seven (7) calendar days after the informal procedure has concluded. The non-bargaining unit Supervisor and Department Head will schedule a meeting, with or without the grievant(s), within seven (7) calendar days. They will discuss and attempt to resolve the grievance at this meeting. The non-bargaining unit Supervisor and Department Head will issue a written response to the grievance within seven (7) calendar days.

Step Two: Should the grievance remain unresolved, the Union may appeal the grievance by forwarding the grievance to the Vice President for Administrative Services within seven (7) calendar days of the conclusion of Step One, The Vice President will schedule a meeting with the Steward, with or without the grievant(s), within seven (7) calendar days. They will discuss and attempt to resolve the grievance at this meeting. The Vice President will issue a written response to the grievance within seven (7) calendar days. If the Steward is unavailable to meet within seven (7) calendar days-provided herein, the Union Representative shall be invited in his/her place. Furthermore, the Union Representative shall have the right to attend any Step Two meeting with a Steward.

Step Three: Should the grievance remain unresolved at Step Two, or no answer is given within the time specified, the parties may jointly elect by written agreement to submit the grievance to mediation. The submission shall be to Federal Mediation and Conciliation Services and the meeting shall be scheduled subject to the mediator's availability. If mediation is bypassed or is

not successful, the Union, by written notice to the College, may proceed to arbitration in accordance with Step Four.

Step Four: Should the grievance remain unresolved and mediation is either bypassed or not successful, the Union may appeal the grievance to arbitration by giving written notice within 30 days after receipt of the response to the grievance at Step Two from the Vice President for Administrative Services or unsuccessful mediation. The Union will then share the timeline for the pre-arbitration review and will let the College know the decision to proceed or not within thirty (30) days of the union's pre-arbitration meeting.

Upon receipt of notice of intent to arbitrate, the appropriate representatives of the College and Union will meet and select an arbitrator from the list set forth below:

Steven Bierig

Michael LeRoy

Peter Meyers

Jeanne Vonhof

The parties agree to attempt to reach an agreement on an additional mutually acceptable arbitrator to add to this list.

If the parties are unable to agree on an arbitrator, they shall alternately strike names until one is left, with the remaining person serving as arbitrator.

The parties shall utilize each person on the list once, then review the list. During the review, each side may delete one name from the list. Also, names may be added by mutual agreement.

The arbitrator shall be notified of his/her selection by a joint letter from the College and the Union. The letter shall include a brief description of the unresolved issue(s) and request hearing dates. All hearings shall be scheduled at a mutually agreeable time and place. If the selected arbitrator has no available hearing dates within 180 calendar days, either party may request that the parties select a new arbitrator from the list above or mutually agree to use an arbitrator not on the list.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator.

The College or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its Own witnesses and representation.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall first make a preliminary determination of the question of arbitrability. Once a determination is made the matter is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of an arbitrator and the cost of the hearing room shall be shared by both parties. If either party desires verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall share equally in the cost of the record. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures of the American Arbitration Association.

The decision and award of the arbitrator shall be final and binding on the College and Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify or subtract from the provisions of the Agreement.

Section 4. Expedited Grievance Process

In the event of the termination of a bargaining unit employee, the grievance process will begin at Step Two above. Should the grievance remain unresolved at Step Two, or no answer is given within the time specified, the union may proceed to an emergency pre-arbitration meeting within ten (10) calendar days of the date of the Step Two decision or the date such decision was due. The Union will inform the College of its intention to do so and will inform the College of the outcome of such pre-arbitration within twenty (20) calendar days of the pre-arbitration meeting so that the decision to arbitrate termination will be made within as close to thirty (30) days from the Step Two determination as possible. After a decision to arbitrate is made, the arbitration will proceed as above in Step 4 - Arbitrator Selection/Scheduling Arbitration Hearings.

ARTICLE XI HOURS OF WORK

Section 1. Work Schedules

Each employee's work schedule shall be posted in the employee's work area. Work schedules will be posted in advance of the workweek as much as is reasonably possible, but no less than one (1) week in advance of the workweek. The hours of work shall be consecutive except as interrupted by breaks and meal periods. It is understood, due to circumstances that are unforeseen, schedules may have to be changed.

The term of employment for ten-month employees will coincide with the academic calendar (i.e. mid-August through mid-June)

Section 2. Breaks

The normal work shift for 40-hour per week bargaining unit employees shall be 8 1/2 hours, which will include one 30-minute duty-free unpaid meal break and two paid 15 minute breaks.

Thirty-hour per week and twenty-hour per week employees shall receive breaks according to the following schedule of scheduled hours worked:

Those working more than six (6) hour and less than eight and one half (8.5) hour shifts will have one 30 minute duty-free unpaid meal break and one paid 15 minute break.

Those working 4.5 up to 6 hour shifts will have one 30 minute duty-free unpaid meal breaks.

Those working less than 4.5 hour shifts or less will have no paid or unpaid breaks.

Employees should consider the needs of the department and their fellow workers when taking breaks.

Section 3. Overtime Compensation and Distribution

Under the provisions of this Agreement, all time worked in excess of 40 hours in a work week shall be considered overtime.

Overtime shall be paid at the rate of time and one-half.

The College shall determine the hours and number of staff in each classification needed to meet its operational requirements. To fulfill the College's overtime requirements, the following procedures will be used.

- A. When overtime becomes necessary, the College will canvass employees within the appropriate overtime group (listed below) beginning with the most senior employee on a rotating basis, and offer the overtime. Once an employee has worked overtime, they are not offered overtime again until all other eligible employees are offered overtime.

For Custodial employees, overtime will be offered first to those currently assigned to the building requiring overtime, and then to the other employees in the overtime group.

All Foreman positions in facilities must be reachable either by their Knox College work phone or their Knox supported (stipend paid) phone, even after hours, in the event of an emergency.

If, following the canvass in the overtime group, insufficient employees have volunteered, the least senior employee(s) in the overtime group may be scheduled for the overtime assignment.

The College will implement a tracking device (such as a sheet, spreadsheet, etc.) for the offer of and response to overtime canvassing. Such device shall be made available to the Stewards upon request.

- B. After the least senior employee(s) in the overtime group has been required to work an overtime assignment, the College will continue the canvassing procedure with each subsequent overtime opportunity. If there are no volunteers, the next least senior employee(s) will be scheduled to work, and that rotation procedure will continue to equally share required overtime. Employee(s) in the overtime group

who have volunteered for overtime during the canvass will be excused from any required overtime during that cycle.

- C. After canvassing the overtime group and before requiring the least senior employee(s) in the overtime group to work, the College may assign the overtime to any other employee in the bargaining unit who is willing to perform the work, provided that, any efforts by the College to cover the overtime in this manner are purely discretionary and it is understood that no obligation exists to canvass outside the overtime group. Overtime opportunities accepted outside of an employee's overtime group under this Subsection will not affect in any way the employee's overtime rights or obligations with respect to the canvassing for overtime within their overtime group.
- D. Canvassing for and scheduling of daily overtime shall be completed no later than two (2) hours before the end of the shift where the overtime is required. Canvassing for and scheduling of weekend overtime will be scheduled no later than mid-shift on the Thursday workday preceding the Saturday and/or Sunday where overtime is required.
- E. This section is only to establish a fair procedure for the distribution of overtime. The establishment of overtime groups and this distribution procedure shall in no way be interpreted to create ownership, work jurisdiction or a right to perform certain work within an overtime group or job classification either on a straight time or overtime basis.

Errors that result in the loss of overtime to a bargaining unit employee that are brought to management's attention in a timely manner (i.e., within two (2) workdays) will be remedied by next available overtime within the following two (2) pay periods. If no overtime is available within two (2) pay periods, the College will pay the missed wages to the wronged employee on the next available paycheck. If overtime is offered and refused, the employee will not be paid the missed wages.

OVERTIME GROUPS

<u>Group One</u> Custodian Custodial Foreman	<u>Group Four</u> General Maintenance Worker I General Maintenance Worker II
<u>Group Two</u> Grounds Worker Grounds Specialist Grounds Foreman	<u>Group Five</u> Heating Plant Operator Heating Plant Foreman
<u>Group Three</u> Carpenter Painter	<u>Group Six</u> Plumber
	<u>Group Seven</u> Electrician

For Dining Services, a seniority list with what positions they are qualified for will be developed. Before the first day of each month, employees will sign up on a list of interest and only those employees who sign up for that month will be contacted with overtime needs. Either by way of an application or by way of group texts (process to be determined), when there is a need for additional staff, management will reach out with that information. From the time that is sent out, employees will have 30 minutes to respond. Of those who respond with interest, management will give that work to the most senior qualified respondent.

Section 4. Call-back Pay

Whenever the College calls an employee to come to work from home to fill an immediate need, the College will pay the employee a minimum of two hours pay at time and one-half or for the time it takes to complete the work, whichever is greater.

Section 5. Scheduling Leave Time

A. Vacation Time:

Employees may request vacation at any time during the year with thirty (30) days' advance notice and management will respond within ten (10) calendar days. If management does not respond within those seven calendar days, the time off will be considered approved. Management will make every effort to accommodate vacation requests, as long as they do not compromise College operations. Employees' vacation requests shall be granted whenever possible. Vacation requests made with less than thirty (30) days' notice will be granted on a first come, first served basis, subject to the operational needs of the College.

Vacations shall be scheduled by each department, and management shall decide how many

employees within a department may be scheduled for vacation at any given time. If two or more employees request the same days off and the College cannot accommodate the requests, seniority shall determine whose request shall be granted.

B. Sick Time:

Certain employees are in positions for which their absence requires obtaining a substitute. Supervisors of these employees will indicate what advance notification is required, as agreed to by both the College and the Union. A minimum of one hour is mandatory if no additional time is specified by the supervisor.

The College reserves the right to require evidence of illness, if there is reason to believe there may be abuse of sick time, and/or when an employee is absent for three or more consecutive workdays.

C. Personal Time:

Employees must pre-schedule personal time with their supervisors except in cases of emergency. Approval by the College shall not be unreasonably denied.

Section 6. Black Out Days

Black Out Days: The College will, at the start of each school year, identify up to eighteen (18) working days that can not be taken off for vacation or personal time. The bargaining unit will be notified of the dates of these Black Out Days at the start of the school year.

Section 6. Attendance

See Attendance Policy attached after the Appendices

ARTICLE XII BENEFITS

Section 1. General Benefits Statement

Benefits eligible employees in the bargaining unit will receive the same benefits which are provided to all other benefits eligible hourly employees of the College at this time and throughout the term of this Agreement. A list of these benefits is set forth in Appendix C. The College retains the right to add benefits and/or modify, change, alter, and/or discontinue any of the benefits set forth in Appendix C at any time during the term of this Agreement. If, however, the College adds benefits and/or modifies, changes, alters, and/or discontinues any of the benefits set forth in Appendix C, it will provide written notice of the same to the Union office at least 14 days prior to the implementation of the additions, modifications, changes, alterations, and/or discontinuations in order to explain the same to the Union Representative.

ARTICLE XIII SAVINGS CLAUSE

The parties agree that if for any reason any provision of this Agreement is invalidated, only that portion shall be invalid. The remainder of the Agreement shall remain in full force and effect.

Immediately upon receiving notice of any provision of this Agreement being invalidated, the parties shall negotiate a replacement provision. Should the parties be unable to reach agreement on a replacement clause, the arbitration provisions of this Agreement may be invoked by either party as an interest arbitration proceeding. The issue before the arbitrator shall be which position, Union or Employer, is most fair and appropriate

ARTICLE XIV OUTSOURCING & CONTRACTING OUT

The College will not outsource or contract out any work that would result in the termination, layoff or replacement of any bargaining unit employee(s). This Article shall not apply to new facilities acquired or constructed by the College after August 31, 2012, or to new services provided-by bargaining unit employees in existing facilities that begin after August 31, 2012; provided, however, that the College will not outsource or subcontract unit work through relocation of existing services provided by bargaining unit employees.

ARTICLE XV WAGES AND SUPPLEMENTAL PAY

Section 1. Wages

The following constitutes the standard wages employees in the specified classifications are to receive during the life of this Agreement.

CLASSIFICATION	Rate effective 9/1/2024	Rate effective 9/1/2025	Rate effective 9/1/2026
Custodian	\$18.32	\$19.07	\$19.82
Custodial Foreman	\$23.70	\$24.45	\$25.20
Heating Plant Operator	\$24.93	\$25.68	\$26.43
Heating Plant Foreman	\$27.68	\$28.43	\$29.18
Grounds Worker	\$18.25	\$19.00	\$19.75
Grounds Specialist	\$19.93	\$20.68	\$21.43
Grounds Foreman	\$24.03	\$24.78	\$25.53
Lead Carpenter	\$26.80	\$27.55	\$28.30
General Maintenance Worker	\$24.93	\$25.68	\$26.43
General Maintenance Worker II	\$26.80	\$27.55	\$28.30
Journeyman Plumber	\$27.78	\$28.53	\$29.28
Journeyman Electrician	\$27.78	\$28.53	\$29.28
Journeyman Mason	\$27.78	\$28.53	\$29.28
Painter	\$26.44	\$27.19	\$27.94
Baker	\$19.90	\$20.65	\$21.40
Hot Food Prod - Cook	\$19.90	\$20.65	\$21.40
Crew Lead Cook	\$20.90	\$21.65	\$22.40
Food Service Worker – General/Utility	\$18.07	\$18.82	\$19.57
Cold Food Prod	\$18.43	\$19.18	\$19.93
Food Service Worker – Catering	\$18.07	\$18.82	\$19.57

Catering Captain	\$21.20	\$21.95	\$22.70
Receiving Clerk	\$20.15	\$20.90	\$21.65
Crew Leader	\$20.44	\$21.19	\$21.94
Customer Service Attendant	\$14.90	\$15.65	\$16.40
Barista	\$18.43	\$19.18	\$19.93
Barista - Lead	\$19.43	\$20.18	\$20.93

All employees shall receive \$.75 an hour increase effective 9/1/2024

All employees shall receive \$.75 an hour increase effective 9/1/2025

All employees shall receive \$.75 an hour increase effective 9/1/2026

Food Service Workers in the position of Rotating/Floater will receive a ten cent (.10) per hour stipend.

All employees whose scheduled shift starts after 12:30 pm shall receive a fifty cent (.50) an hour shift differential.

New hires will be paid 90 % of the standard wage rate in effect at the time of his or her hire. Upon successful completion of the probationary period, new hires will be paid 100% of the standard wage rate then in effect.

At the College's discretion, it may hire an employee above the minimum new hire rate and/or advance a new hire more quickly to reach 100% of the standard wage rate as set forth above.

In the event the College pays a newly hired employee above the minimum new hire rate, the College will pay that same rate to all current employees in that same classification who are then being paid at a lower rate.

Section 1.A. Longevity Increases

In recognition of the value of long time employees, the following longevity increases will be paid, effective on first pay period following 9/1 of an employees hire in anniversary:

Completion of 5th year of employment: \$.10 an hour

Completion of 10th year of employment: \$.10 an hour

Completion of the 15th year of employment \$.10 an hour

Completion of 20th year of employment \$.10 an hour

(For 2024 implementations, employees who have completed 15 years of employment will have an extra 10 cents of longevity.)

Section 2. Snow Removal

Routine situations: It is understood that Grounds Department employees are responsible for removing snow from sidewalks, parking lots and driveways using trucks, plows, blowers and other snow removal equipment as may be necessary. It is also understood that custodians are

responsible for removing snow from assigned building entrances during their regular work schedules using shovels, brooms, snow blowers and scrapers. As this is part of their routine job responsibilities, Grounds personnel and custodians shall be paid their regular rate of pay for this type of snow removal.

Extraordinary situations: When weather conditions warrant additional help for snow removal above and beyond that which can be accomplished in routine situations as defined herein, a voluntary snow removal crew will be called upon to provide assistance. All bargaining unit employees are eligible to volunteer for this snow removal crew, as long as the voluntary work does not interfere with the employee's regular work assignment. Employees must pass a physical exam to be eligible for the voluntary snow removal crew, Standard overtime rules apply. In addition, volunteers will be paid an additional \$3 per hour for snow removal performed outside their routine job responsibilities as directed by management, when not in overtime status.

Emergency situations: When weather conditions are so extreme that snow removal cannot be accomplished within the routine and extraordinary processes as defined herein, maintenance and heating plant personnel will be required to assist during their regular work schedules.

Section 3. Pay for Work Out of Classification

When an employee is assigned by the College to work for five or more consecutive days in a job classification which is compensated at a higher rate than the employee's regular job classification, the employee shall be paid for the total amount of time worked in that classification at the higher rate. When an employee works for more than three months in a classification or assignment that requires additional hours of work, all accrual and use of benefits for that time shall be prorated at the higher level

ARTICLE XVI TERM OF AGREEMENT

This Agreement shall be in effect from September 1, 2024 through August 31, 2027 , and from year to year thereafter, unless either party gives written notice of its desire to modify or terminate this Agreement at least 60 days prior to any expiration date.

These representatives affirm their acceptance of the terms and conditions contained in this Agreement on this ___ day of ____, 2024.

Appendix A

Letter of Agreement

Re: Summer Employment

In order to meet the College's summer needs, the College and the Union agree to the following for the duration of the current Agreement:

1. 10-month employees who are not working in another position at the College during the summer may apply for full-time summer maintenance positions, the number of which to be determined by the College. Selection will be based first on qualifications and ability, and second on seniority. The Summer Maintenance Worker Guidelines are set forth in Attachment A to this Letter of Agreement.
2. 10-month employees who are not working in another full-time position at the College during the summer may apply for work in the summer catering program pursuant to the following guidelines
 - (a) Employees must notify the Director of Dining Services in writing of their interest in summer catering work no later than May 15.
 - (b) Work opportunities will be awarded by seniority, regardless of classification, beginning with the most senior. Exceptions to this rule will occur when management determines that workers with specific skills (e.g., cooks and supervisors Food Service Crew Leaders) are required to properly cater the event.
 - (c) In the event there is an insufficient number of employees who express interest in summer catering work, pursuant to paragraph 2(a) above, and/or who meet the skill requirements set forth in paragraph 2(b) above, management has the right to utilize additional staff from a student worker pool or a temporary employment service to properly staff the catering work.
3. 10-month employees who are not working in another position at the College during the summer may choose to be paid for all or part of their vacation accrual at the beginning of the summer pursuant to the following guidelines:
 - (a) Payment for accrued vacation and/or unused personal leave time must be requested in writing on the final time slip of the year.
 - (b) Any accrued vacation and/or unused personal leave time that is not used after the final pay date of the school year will carry over to the following school year. It may then be used according to standard vacation and personal

leave procedures when the employee returns to work in the fall.

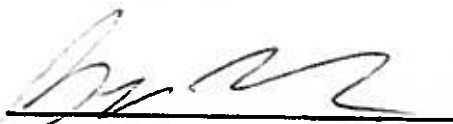
4. In the event that the College determines that 10-month employee(s) need to be kept or returned to certain bargaining unit classification(s) during the summer (the classification(s) of which to be determined by the College), the College will select the 10-month employee(s), regularly assigned to the selected classification(s), retaining or contacting in order of seniority to allow most senior to stay or return, and if there are not enough senior employees agreeing, management may mandate with the least in reverse seniority to return to his/her regular classification(s). 10 month employees who are retained or who return will pay union dues and earn benefits the same as they would during the 10 months employment.

Should a 10 months employee work in their bargaining unit classification during the summer and work both months, they will earn an extra personal day to match the annual number of personal days earned by 12 months employees.

5. Bargaining unit employees who are working summer maintenance positions during the summer will pay no union dues from checks written in July or August.

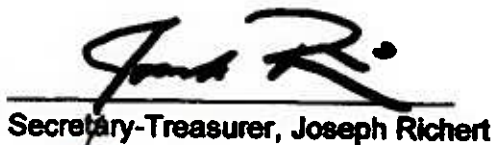
This Letter of Agreement is incorporated into and is made part of the parties' Collective Bargaining Agreement, effective September 1, 2015, and amended September 2017, and as amended September 2024.

KNOX COLLEGE:



Brad Nolden

SEIU LOCAL 73



Secretary-Treasurer, Joseph Richert



Dep. Dir. Karen Kleinhans DeSilva

Appendix B

Summer Maintenance Worker Guidelines

1. Full-time Summer Maintenance Worker positions are not bargaining unit positions, and therefore, are not subject to the terms and conditions of the bargaining unit agreement.
2. Employees filling full-time Summer Maintenance Worker positions will be entitled to regular College insurance and retirement benefits. Employees will be paid the Food Service Worker hourly rate in effect at the time. Employees who have worked a full summer in any year preceding this Agreement and who work a full summer during the life of this Agreement will continue to be paid their normal wage rate for summer employment.

During the life of this Agreement, an employee who works a full summer shall, at the conclusion of the summer maintenance period, be granted one sick leave day (Appx. A, sec. 4) and one vacation day (Appx. A, sec. 3).

3. Full-time summer maintenance work will begin in mid-June and continue until mid August. Employees may use a maximum of five accrued vacation days per summer which may be taken consecutively. Vacation requests must be preapproved by the Summer Maintenance Supervisor and will be granted on a first-come first-served basis, subject to the operational needs of the College. Special circumstances will be handled on a case by case basis at the discretion of the College.
4. The College reserves the right to determine the terms and conditions of employment, including but not limited to starting time, schedules, production levels, safety habits, and proper attire.
 - (a) Employees must be on time and ready to work at the assigned start time.
 - (b) An employee who submits an application for summer employment and is granted such employment but fails to report for work without advance (at least 2 days absent a documented emergency) written notice to the Summer Maintenance Supervisor shall be deemed to have resigned from all employment with the College.
 - (c) An employee who resigns a summer maintenance position with less than two (2) weeks' notice or a verifiable emergency will be deemed to have resigned from all employment with the College.
 - (d) Employees must be able to work alone and be productive.
 - (e) Employees must meet a reasonable production level, as determined by

the College, within ten working days. Failure to do so will result in the termination of the summer employment assignment for that summer.

(f) Employees must be able to take directions from other Facilities Service staff.

(g) Employees must follow and practice safe working habits.

(f) Employees must wear proper attire at all times.

(g) Assignments may vary from time to time.

5. Employees must notify immediate supervisor of any unsafe working conditions.
6. Employees must maintain good working relationships and communications with Facilities Service staff.
7. Employees who fail to abide by these guidelines may be discharged from the full time Summer Maintenance Worker positions.

APPENDIX C

SUMMARY OF BENEFITS

Hourly Support Staff

The following benefits are provided for all benefits-eligible hourly employees of Knox College. Benefits-eligible employees are those who are regularly scheduled to work 866 hours or more per year.

Full details of the insurance and retirement programs are provided in separate plan documents. In cases where benefits may be summarized below, the full terms of the applicable policies will govern, not their summaries.

Section 1. Holidays

All benefits-eligible employees are entitled to the following paid holidays each year, if they fall within the employee's term of employment: See current holiday listing https://www.knox.edu/documents/HR/2021_Holiday_Schedule.pdf.

The College determines when holidays are observed each year.

Services need to be maintained on days when the College is in session. In addition, certain departments must operate continuously. Therefore, it is not always possible to grant time off to an employee on the actual date of a holiday. When an employee is scheduled to work on a holiday, the employee will receive compensation at the rate of time and one-half for all hours worked, plus an alternate day off or an additional day's pay.

Section 2. Summer Hours

For those employees who are considered 40 hour full-time employees, their summer schedule (i.e. the Monday following graduation day to Labor Day) shall be 37 1/2 per week and 7 1/2 hours per day. There shall be no reduction in pay or benefits because of these reduced hours.

For those employees with regular work weeks of less than 40 hours, work time shall be scheduled according to the needs of the department. These employees are not eligible for summer hours (i.e. reduced work schedule).

Section 3. Vacations

All benefits-eligible employees are entitled to vacations based upon years of service. Vacation accrual is pro-rated based upon regular work schedules (i.e. 20 hours per week, 30 hours per week, ten months, etc). Accrual rates are as follows:

<u>Years of Service</u>	<u>Vacation</u>
1 through 4	2 weeks
5 through 9	3 weeks

10 through 19 4 weeks
20 or more 5 weeks

During the first year of employment, an employee is entitled to a pro-rated portion of the paid vacation time. If a holiday falls during an employee's scheduled vacation, the employee will not be charged vacation used for that day.

Section 4. Sick Leave

All benefits-eligible employees will accrue one day of paid sick leave per month of employment. This allowance is cumulative to a maximum of 130 days. Sick leave with pay is a form of insurance against loss of wages in case of illness or injury. Sick leave may not be added to vacations and will not be paid upon termination of employment.

Sick leave pay will be figured at the employee's regular rate.

Absence due to pregnancy, miscarriage or abortion is covered under the sick leave policy like any other injury or illness.

Occasional emergency absence due to injury or illness of and employee's spouse/partner, parent, unmarried child, or a person for whom the employee has power of attorney, may be charged to the employee's accumulated sick leave during the period of time when permanent care is being arranged. Up to ten days of sick leave may be used in any year for this purpose, assuming the employee has sufficient accrual.

Sick leave may be used for appointments with physicians or other licensed practitioners.

Unused Sick Leave: On January 1 of each year, employees may roll over up to three days of unused sick leave to personal leave when the following conditions are met: a) the employee has used less than six days of sick leave in the prior year, and b) the employee has a minimum of 40 sick days accrued.

Donating Sick Leave: Employees who have at least 40 sick leave days accrued may donate up to ten days from their accrued sick leave to a sick leave pool. An employee who meets the following conditions may request to use the sick leave pool: a) has a catastrophic or emergency situation requiring extended leave, and b) has exhausted all of his/her accrued sick leave.

Section 5. Personal Leave

Benefits-eligible employees receive three personal leave days per year. Ten month employees receive two personal leave days per year. Personal leave may be used for any reason. Employees must pre-schedule personal leave with their supervisor except in cases of emergency.

Personal leave is pro-rated for new employees at the rate of one day following each four month period of service.

Personal leave does not accrue.

Section 6. Bereavement Leave

Benefits-eligible employees may take up to five days with pay for the death of a partner/spouse, parent, step-parent, sibling, child, step-child or grandchild. In addition, the employee may use up to five days of accrued sick leave if additional time is needed for bereavement of the aforementioned family members.

Benefits-eligible employees may take up to three days with pay for the death of a parent-in-law, step-parent-in-law, grandparent or step grandparent.

Benefits-eligible employees may take one day off with pay for the death of a relative other than those identified above.

The College may grant time off, without pay, to attend funerals of close friends and neighbors. Personal leave or vacation may be used for this purpose, if approved by supervisor.

Section 7. Jury Duty

When an employee is selected for jury duty, the College will pay employees his/hers regular rate of pay. Employees may also retain the compensation they receive from the court system for jury duty. During jury duty, the employee's benefits will remain in effect, including all leave accrual. Verification of days and hours for jury duty must be provided to the supervisor.

Section 8. Leave of Absence

The College may approve leaves of absence without pay. Vacation, sick and personal leave will not accrue during leaves of absence without pay. Such vacancies may be filled by a temporary employee. An employee may resume the position he/she vacated upon return from an unpaid leave of absence if it is available.

Section 9. New Parent Leave

Benefits-eligible employees, who are birth mothers, are entitled to up to ten weeks of paid leave following the birth of a new baby. Benefits-eligible employees other than birth mothers who become parents are entitled to up to five weeks of paid leave to be used within four months following the birth or arrival of a new baby/child.

Section 10. Workers Compensation

The College provides workers' compensation insurance for all employees. This insurance, the details of which are established by state laws, provides for payment of medical expenses and lost earnings for employees who have a job-related injury or illness. The College will pay the employee's regular rate of pay for up to three days of lost time due to work-related injury or illness; lost time beyond three days will be covered by the work comp insurance carrier. All benefits remain in effect during an absence due to a work-related injury, including leave accruals; however, the employee continues to be responsible for his/her share of the cost of benefits,

Section 11. Life Insurance

The College provides group term life insurance for all benefits-eligible employees. The amount of insurance is 250% of the basic annual salary with \$100,000 maximum. Accidental death and dismemberment benefits are included. Spouses/partners and dependent children are covered for dependent life benefits as follows:

\$2,000 for spouse/partner and each child from birth to 19 years, or 24 years if the dependent child is a full-time student. The amount of employee life insurance is reduced by 35% at age 70. Employees who were hired prior to January 1, 1992, and who retire after age 55 with ten years of service may continue coverage for themselves and their spouses/partners. The amount of insurance for eligible retirees is \$5,000, and \$2,000 for spouses/partners of eligible retirees.

The College pays the entire cost of the life insurance for employees, dependents and eligible retirees. Waiting period: None.

Section 12. Medical Insurance

The College offers a comprehensive group medical/health insurance plan for all benefits-eligible employees, including dental and vision coverage, with a maximum lifetime limit of \$2,000,000. Employees who were hired in a benefits eligible position prior to January 1, 1992, and who retire after age 55 with ten years of service n continue this coverage for themselves, and their spouses/partners. This coverage becomes a supplement to Medicare for qualified retired persons at age 65.

The cost of health insurance is shared between the College and the employee/retiree. Waiting period: None

Section 13. Disability Insurance

The College offers long-term permanent disability benefits for all eligible employees. The cost of the disability insurance is shared between the College and the employee.

Waiting period: Two years of service.

Section 14. Flexible Benefit Plan

The College offers the following options through a Section 125 flexible benefit plan. Benefits-eligible employees may elect to participate in any of these options.

- Tax sheltered insurance premiums
- Tax sheltered medical expense reimbursement account
- Tax sheltered child care reimbursement account

Waiting period: None. Annual enrollment required.

Section 15. Retirement Program

The College provides a contributory retirement program through Teachers Insurance Annuity Association to all benefits-eligible employees. Please see the Benefits page on the College website for up-to-date information: <https://www.knox.edu/offices/human-resources/employee-benefits-and-forms>.

Section 16. Tuition Benefits

Benefits-eligible employees may take one course per term at Knox with tuition remission. Employees are given time off with pay only to attend such arrangements must be made with the employee's department head or supervisor. Spouses/partners and dependent children are eligible to receive tuition remission for attendance at Knox. Dependent children of eligible employees who attend a College other than Knox may be awarded a grant of not more than \$500 per year for tuition at other institutions. Knox also participates in the AGM tuition remission exchange program (TREP) and the Tuition Exchange Program (TE) through which eligible children receive tuition remission according to established guidelines.

Benefits-eligible employees may receive up to \$500 per year toward the tuition for courses at accredited educational institutions other than Knox. Such course work must count toward a baccalaureate degree or post-secondary certificate program. Release time from the employee's regular work schedule is not included in this benefit.

Waiting period: None

(A full description of the tuition benefits is provided in a separate document and available from the Human Resources Office.)

Section 17. Employee Assistance Program

Employees and their family members may receive counseling for a wide range of personal problems, including marriage and family problems, alcoholism, drug abuse, financial problems, eating disorders, stress, bereavement, depression and anxiety. The EAP provides up to five hours per year of assessment and counseling with no cost to the employee. These services are completely confidential.

Attendance Policy

The success and smooth operation of the college depends to a large extent on being at work on time each day that you were scheduled to work. Expect all employees to maintain good attendance. If you are unable to come to work on a particular day, notify your supervisor prior to the beginning of your shift. Absences of more than one day must be reported daily to the Attendance hotline you are responsible for reporting your own absences.

The attendance policy for Knox College is as follows:

This guideline is threshold based (i.e. once an employee reaches the discipline threshold, the appropriate level discipline will be given based on the schedule below). An employee will repeat the same discipline level should they drop below the threshold and once again reach the threshold.

An absence related to a doctor's appointment for the employee or immediate family member with substantiated documentation would be no point. An employee who is absent as result of his/her own illness with a valid doctor's note will be considered excused with no point. A valid doctors note will have on it; notification that the employee was seen by the physician during the period of absence, employee was treated, and was instructed not to report to work. The doctors note needs to be presented to Human Resources immediately upon return to work. The 12-month employees will be limited to a total of three (10-month employees to two) doctors, excuses or appointments per year. These instances will not affect an employee earn back (see below).

½ point absence – A tardy of up to two (2) hours at the beginning of the shift or leaving early up to four (4) hours before the end of a shift (shift being scheduled work hours including scheduled overtime).

1 point absence - Punctual call in: report of an absence to the attendance hotline prior to the start of their scheduled start time, including scheduled overtime. Tardy more than two hours after employees scheduled start time or early departures from work greater than four hours.

2-point absence – Late call in: report of an absence to the attendance hotline after the start of their scheduled start time, including overtime. The absence may be lessened to a 1-point absence, provided the reason for the late call is valid, justifiable, and substantiated.

3-point absence - not calling the attendance hotline to report an absence.

Blackout day call in – Call ins on black out days as outlined in Article XI Section 6 will result in triple points. Management may waive the tripling of points at their sole discretion and such decision cannot be grieved.

Employees will earn back ½ point for each 30 days they are occurrence free beginning from the day after the last occurrence. For purposes of earn backs, the following absences will be treated as follows:

FMLA/Short-Term Disability/Voluntary Layoff/Leave of Absence – Time earned toward earn back will be frozen during the period of absence, nor will any points accrue for such absences.

Suspensions/Dr.'s Notes/Dr.'s Appointments – Time earned towards earn back will be lost. 30 day earn back clock will begin a new, except for the two or three excused absences (10-month/12-month employee doctor excuses – see above).

Layoff – Results in no loss of time earned towards earn back.

Any employee earning the combination of points from the above categories will fall under the following 10-month or 12-month employee schedule:

10-month Employee:

- 3 points verbal warning
- 5 points written warning
- 7 points termination (the College will review the employee's overall attendance record)

12-month Employee:

- 4 points verbal warning
- 6 points written warning
- 8 points termination (the College will review the employee's overall attendance record)

Disciplinary action in progressive, but thresholds may be bypassed due to severity of the infraction.

Use of Personal Days do not result in any points accrued, nor block any earn back.

3 consecutive absences of "no call no show" results in immediate self-termination.

Absences of more than 1 day will count for 1 point each unless a doctor's note is received. (One day off, 1 point. Two days off, 2 points unless a doctor's note. Three days off a doctor's note is required in policy.)

Probationary Employees - Employees in their probationary period may not accumulate more than one (1) point during their probationary period. Any additional point accumulation during this period will result in termination at the sole discretion of the College.

***This policy will go into effect when ADP can be used to track the points**

**** When this policy goes into effect, all employees with points will have those points reduced by 2. (If an employee has 2 points, they will go to zero. If an employee has 4.5 points they will go to 2.5)**