

**MEMORANDUM OF UNDERSTANDING**

**IMPLEMENTATION OF 2021-2027 COLLECTIVE BARGAINING AGREEMENT**

THIS **MEMORANDUM OF UNDERSTADING** ("MOU") is made and entered into by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 511 (the "College" or the "Board") and the ROCK VALLEY COLLEGE SUPPORT STAFF ASSOCIATION, LOCAL 6211, IFT-AFT/AFL-CIO (the "Association"), each individually referred to as a "Party" and collectively as the "Parties" herein, to memorialize their agreement regarding implementation of the newly agreed upon Collective Bargaining Agreement between the Parties, effective July 1, 2021, June 30, 2027 ("2021-2027 CBA").

**WITNESSETH**

**WHEREAS**, the Association is the exclusive bargaining representative for all full-time and part-time Educational Support Personnel, 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 (IELRA);

**WHEREAS**, the Parties have engaged in collective bargaining over a successor agreement to the Parties' 2017-2021 Collective Bargaining Agreement, effective March 1, 2017 through June 30, 2021;

**WHEREAS**, the Parties reached tentative agreement as to the terms and conditions of that successor agreement, the 2021-2027 CBA, on December 1, 2021;

**WHEREAS**, a majority vote of the membership of the Association approved and ratified the adoption of the tentatively agreed-upon terms and conditions of the 2021-2027 CBA on December 2, 2021;

**WHEREAS**, the College's Board approved the adoption of those same terms and conditions on December 7, 2021;

**WHEREAS**, the Parties endeavored in good faith to reach agreement regarding implementation of certain provisions the 2021-2027 CBA following its execution;

**NOW, THEREFORE**, in consideration of the promises, mutual undertakings, and agreements of the Parties, the Parties hereby agree as follows:

**1. Execution of the MOU regarding Implementation**

The Parties agree that they will cause this MOU to be executed in furtherance of the 2021-2027 CBA.

**2. Release and Waiver of Claims**

In exchange for entering into this MOU, the Parties agree to release and waive any and all claims, causes of actions, damages, suits, grievances, and legal actions, including unfair labor practice charges, against the College, its Board of Trustees, the Association or its members relating to or arising from this MOU and implementation of the 2021-2027 CBA as set forth herein.

**3. Adjustment to Wages (Section 6.1), Generally**

In accordance with Section 6.1 of the 2021-2027 CBA, except as otherwise set forth herein, each bargaining unit member employed by the College as of January 1, 2022, shall receive an increase in their rate of pay of four and one-half percent (4.5%). Such increase shall be retroactive to the later of July 1, 2021, or the bargaining unit member's date of hire. The Parties acknowledge that any bargaining unit member who became a member of the Association on September 1, 2021, as identified in Exhibit A, shall be included among those provided a retroactive adjustment in their rate of pay of four and one-half percent (4.5%) to July 1, 2021. The College shall exert best efforts to adjust each bargaining unit member's rate of pay no later than the first payroll date following January 1, 2022. Similarly, the College shall exert best efforts to pay any amounts owed due to the retroactive nature of the adjustment as a stipend no later than January 31, 2022. Such amounts shall include the difference between compensation paid since the effective date of the rate adjustment and the amount that such bargaining unit member would have been compensated had the adjusted rate been in effect at the time of such payments.

**4. Adjustment to Wages (Section 6.1), Minimum Rate of Pay**

The Parties acknowledge that adjustments to some bargaining unit members' rate of pay under Section 6.1 of the 2021-2027 CBA will be insufficient to ensure that their adjusted rate of pay meets the minimum rate of pay for their assigned grade, as set forth in Appendix A. In such cases, the rate of pay will be adjusted in an amount exceeding four and one-half percent (4.5%) to ensure that their adjusted rate is equal to the minimum rate of pay for their assigned grade. The adjusted rate will thereafter be used for any future rate increases under Section 6.1. The College shall exert best efforts to make such adjustments in accordance with the dates set forth in Paragraph 3 above. Bargaining unit members entitled to such adjustment are limited to those identified in Exhibit A.

**5. Wages (Section 6.1), Maximum Rate of Pay**

The Parties acknowledge that adjustments to the rate of pay under Section 6.1 of the 2021-2027 CBA would allow the bargaining unit member identified in Exhibit A to exceed the maximum rate of pay for the bargaining unit member's assigned grade. As a result, on June 30, 2022, the impacted bargaining unit member will be paid a stipend by the College equal to the amount by which her adjusted rate of pay for July 1, 2021 through June 30, 2022, exceeds the maximum rate of pay for the bargaining unit member's assigned grade found in Appendix A. The bargaining unit member would be entitled to receive the maximum rate of pay for her assigned grade each year thereafter.

**6. Wages (Section 6.1), Rate of Pay for New Bargaining Unit Employees**

The Parties acknowledge that the College hired or will hire bargaining unit members on or after December 1, 2021, at an initial starting salary within the appropriate range for the grade assigned to their position as described in Appendix A of the 2021-2027 CBA. Any bargaining unit member beginning employment after such date shall not receive an adjustment pursuant to Section 6.1 of the 2021-2027 CBA until July 1, 2022.

**7. Continuous Part-Time Personal Paid Leave (Section 5.3.3)**

The Parties acknowledge that the accrual of personal paid leave in accordance with Section 5.3.3 shall be retroactive to the later of July 1, 2021 or a bargaining unit member's date of hire. Eligible bargaining unit members shall be entitled to the use of such personal paid leave in accordance with Section 5.3.3 no later than January 1, 2022.

**8. Limitation**

The Parties acknowledge and agree that this MOU does not revise, amend, or modify any provisions of the CBA, and that all provisions of the CBA remain in full force and effect during its term.

Except for the matters addressed herein, this MOU is non-precedential in nature, meaning that it will not set a precedent in any future matter and may not be used or cited by any party or employee in any grievance, lawsuit, claim, court proceeding, arbitration, or other forum for any purpose whatsoever, except to enforce its terms.

**9. Effective Date**

This MOU is effective immediately upon execution.

**10. Counterparts**

This MOU may be executed in two or more counterparts, in hard-copy or electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this MOU to be executed by the signatures of their authorized representatives as set forth below.

**Rock Valley College Support Staff Association**

By: 

Title: Interim President

Date: 14 Dec 2021

**Rock Valley College**

By: 

Title: Chairperson, Board of Trustees

Date: 12.21.21

## EXHIBIT A

### **Bargaining Unit Members Rate Adjustments, Generally (See MOU Section 3)**

- Jay Calvagna
- Deb Funck
- Sonia Medrano
- Cindy Meyers
- Jeremy Tallacksen

### **Bargaining Unit Members Subject to Minimum Rate Adjustments (See MOU Section 4)**

- Megan DenBraven (FT)
- Kayla Doane (FT)
- Elisa Franco Gonzalez (FT)
- Susan Maragi (PT)
- Megan Olsen (PT)
- Scott Ramsby (FT)
- Joana Rosas Moreno (FT)
- Carmen Turner (FT)
- Frederick Williams (PT)

### **Bargaining Unit Member Subject to Maximum Rate Stipend (See MOU Section 5)**

- Deb Nelson