

AGREEMENT BETWEEN

BOARD OF TRUSTEES

of

ILLINOIS CENTRAL COLLEGE

(Including all or parts of Bureau, Livingston, Logan, Marshall,
Mason, McLean, Peoria, Stark, Tazewell and Woodford counties)

And

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
LOCAL NO. 237

(Affiliated with Mid-Central Illinois District Council of
Carpenters)

This Agreement is made and entered into between the Board of Trustees of Illinois Central College, East Peoria, Illinois, hereinafter referred to as the Board, and Local No. 237, United Brotherhood of Carpenters and Joiners of America of Peoria, Illinois, hereinafter referred to as the Union.

Contract Duration

January 1, 2015 - December 31, 2018

AGREEMENT

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ARTICLE I: SCOPE OF NEGOTIATIONS

Section 1: Recognition of Union

The Board recognizes the United Brotherhood of Carpenters and Joiners of America, Local No. 237, as the sole and exclusive bargaining agent for all employees in the bargaining unit as defined in Section 2 of this Article.

Section 2: Basis for Negotiations

The Board recognizes the Union as the exclusive bargaining agent for the unit, which is composed of eligible full- and **part-time** employees in the following job classifications:

Food Service Attendant
General Attendant
General Attendant I
General Attendant II
General Attendant III
Housekeeper
General Housekeeper
Certified Housekeeper
Custodian
Recycler
General Operations Attendant
General Operations
General Operations I
General Operations II
Set-up Operations
Grounds Attendant
Groundskeeper
Grounds Mechanic
Grounds Specialist
Vehicle Attendant
Vehicle Mechanic
Vehicle Specialist
General Maintenance
Certified Maintenance Mechanic
Maintenance Specialist
Skilled Maintenance
Skilled Maintenance Technician

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Section 3: Management Responsibilities

The management of the College and the direction of its working forces include, but are not limited to, the right to direct employees and to evaluate their job performance; to hire, promote, transfer, assign and retain employees; to suspend, demote, discharge or take other disciplinary action against employees for cause; to relieve employees from duties because of lack of work or for other legitimate reasons; and to determine the methods, means and personnel by which such operations are to be conducted.

These rights are vested exclusively with the Board provided they shall not be used for the purpose of discrimination against any member of the Union. The Union recognizes the Board retains all its rights and responsibilities, subject to such limitations as are specified expressly in this Agreement. It is recognized the Board normally exercises most of its powers, rights, authorities, duties and responsibilities through members of the administrative staff.

Section 4: Scope of Negotiations

The scope of negotiations shall be wages, hours and other terms and conditions of employment.

Section 5: Definition of "Full- and **Part-time** Employee"

The term "full-time employee" shall mean any person or persons employed to:

- A. fill a regular full-time non-exempt classified position approved by the Board in the annually adopted budget,
- B. regularly work at least forty (40) hours per week, and
- C. fill a job classification listed in Section 2 of this Article.

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The term "**part-time** employee" shall mean any person or persons employed to:

- A. fill a regularly scheduled **part-time** non-exempt classified position,
- B. regularly work at least twenty (20) but not more than twenty-nine (29) hours per week for four (4) consecutive months or more per calendar year, and
- C. fill a job classification in Section 2 of this Article.

Section 6: Notification to Bargaining Unit

Prior to implementation or modification of any operational procedure affecting the bargaining unit as defined in Section 2 of this Article, the Board shall notify the Union Liaison of the change.

Section 7: Masculine Gender

The masculine gender shall be used herein to indicate both the masculine and feminine genders.

ARTICLE II

NON-DISCRIMINATION AND FAIR REPRESENTATION

Section 1: Non-discrimination

The Board and the Union shall administer this Agreement without discrimination based on race, color, religion, sex, age, national origin, ancestry, or physical or mental disability unrelated to ability (in accordance with applicable federal law).

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Section 2: Fair Representation

Neither the Board nor the Union shall discriminate against any employee because of membership or non-membership in any employee organization. No employee shall be terminated because of the employee's decision not to join the Union. The Union is responsible for fairly representing the interest of all employees without discrimination and without regard to employee organizational membership.

ARTICLE III

UNION REPRESENTATIVES

Section 1: Working Stewards

The Union shall be permitted to appoint working stewards for each shift, including a working Chief Steward, to investigate and to present grievances in accordance with this Agreement and to conduct necessary Union business. The Union shall provide the Board with written notification of Union representatives authorized to deal with the Board.

Section 2: Union Liaison

The Union Liaison or Chief Steward shall have the right to meet with employees and/or supervisory personnel in order to settle grievances or to conduct Union business provided he notifies the appropriate supervisor of his intent and purpose and provided the work at the College is not delayed or interrupted unnecessarily.

Section 3: Conducting Union Business

Any employee engaged in Union business or a grievance during the employee's regular shift shall punch out and shall not be paid by the Board for that period of time. A steward designated by the Union Liaison to be his representative in a grievance procedure

Article III - continued

shall not be required to punch out. The steward, in order to perform this function, must notify the appropriate supervisor of his intent and purpose; and permission shall be granted provided the work at the College is not delayed or interrupted unnecessarily.

If the Board's representative requests an employee or steward to meet on Union business, the employee or steward shall be paid for the time.

Section 4: Interpretation Committee (Small and Large IBB)

A committee on interpretation of this Agreement will be the Small and Large IBB negotiation teams.

A. Membership

The committee will consist of at least two members from each of the union and administration negotiating teams, with a designated secretary to share meeting minutes with both parties.

B. Responsibility

To respond to any request for interpretation of specific items included in this Agreement and report back to the individual making the request. The Small IBB committee will start the interpretation request and will work towards a mutual resolution for the request. If the Small IBB cannot come to a mutual resolution for the request then the Large IBB Committee will work towards a resolution.

C. Meetings

The committee will schedule quarterly Small IBB meetings to address Agreement interpretation issues as per the meeting agenda items listed. If no meeting agenda items are listed,

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the quarterly meeting can be canceled if mutually agreed upon by the Administration and the Union. An emergency IBB meeting could be called at the request of the Union Liaison or by the Vice President of Administration and Finance if an interpretation is needed before the next quarterly meeting.

D. Findings

The findings of this committee shall be advisory in nature and in no way shall these findings interfere with rights granted under the Grievance Procedure. If through mutual agreement by Administration and the Union, a Memo of Understanding will be developed to bring clarity to the interpretation issue.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1: Definition

A grievance is defined as a complaint by a regular full-time or **part-time** employee as defined in Article I, Sections 2 and 5 that there has been to that employee an alleged violation or misinterpretation of the specific terms of this Agreement.

Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.

Section 2: Procedure

The Grievance Procedure shall be an orderly means for considering and resolving grievances over matters covered by this Agreement and shall consist of the following steps: All Grievances will be submitted on the approved Grievance Form. See Appendix 2.

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Step 1: Employee-initiated grievances shall be taken up orally by the concerned employee and the Union Liaison, or a steward designated by the Union Liaison, with the employee's immediate supervisor in an attempt to settle the matter.

Step 2: If the matter is not settled satisfactorily following this oral discussion, within five (5) working days of the grievable occurrence, the grievant and the Union Liaison, or steward designated by him, shall submit the matter in writing to the applicable administrative officer. The written grievance shall state the specific provisions of this Agreement alleged to have been violated and shall be signed by the grievant and the Union Liaison or steward designated by him. The applicable administrative officer shall give an answer in writing to the grievant or steward within five (5) working days of receipt of the grievance.

Step 3: If the grievance is not settled at Step 2, the grievant, within five (5) working days of receipt of the answer given in Step 2, may forward the grievance as originally presented in Step 2 to the Vice President for Administration and Finance, who shall investigate the grievance and who shall conduct such interviews and hearings as he deems necessary in order to reach a decision.

The decision of the Vice President for Administration and Finance shall be issued in writing to the Union Liaison and the grievant within five (5) working days of the completion of the investigation.

Step 4: If the decision reached in Step 3 does not resolve the grievance, either the Board or the Union may refer the matter to arbitration within thirty (30) days after the issuance of the decision by the Vice President for Administration and Finance.

If the Union or the Board decides to proceed to arbitration, it shall initiate the process of selecting an arbitrator. This may be accomplished by mutual

Article IV - continued

agreement between the Union and the Vice President for Administration and Finance on an arbitrator, or by requesting the Federal Mediation and Conciliation Service to provide a list of the names of five (5) arbitrators. If the Mediation and Conciliation Service is used, each of the two (2) parties then alternately shall strike one (1) name from the list until one (1) name mutually is agreed upon or until only one (1) name remains. The remaining name, or the one (1) name mutually agreed upon, shall be the arbitrator. Prior to initiating the process of striking names to select an arbitrator, if both the Union and the Vice President for Administration and Finance agree, a second list of the names of five (5) arbitrators may be requested from the Service. The party eligible for the first deletion shall be determined by chance.

The decision of the arbitrator shall be final and binding upon all parties; however, the arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement. The arbitrator shall have the power to apply and interpret the provisions of this Agreement in reaching his decision.

In the adjustment of all disputes referred to the arbitrator, he shall determine all questions on back pay or compensation, if any, due any employee. The arbitrator shall submit his decision in writing within thirty (30) days following the close of this investigation. The fee and expense of said arbitrator and transcription service shall be shared equally by the Board and the Union.

All discussion relating to the grievance between the grievant and the grievant's steward, or the grievant and the grievant's steward and any Board-authorized representative, shall occur before or after the grievant's and the steward's work shift unless the grievant and/or the steward have been given prior permission by the grievant's supervisor to do so at another time.

Article IV - continued

Grievances shall consist only of disputes about the interpretation and application of particular clauses of this Agreement and alleged violations thereof. It specifically is agreed that the establishment or changing of any wage rates affecting all employees in the Union as defined in Article I, Sections 2 and 5 shall be subject for negotiations and shall not be the subject of a grievance and shall not be arbitrable.

In view of the establishment of a procedure for the orderly settlement of grievances, there shall be no strikes, lockouts or other disturbances or interruptions or slowdowns of the work schedule because of any grievance or jurisdictional claim.

Section 3: Time Limits

If a grievance is not filed within the time limits as set forth, the right to grieve shall be regarded as forfeited and shall not be processed further in the Grievance Procedure.

If a grievance is not completed at any step within the time limits of the Grievance Procedure, it shall be considered to have been settled on the basis of the last decision. If a grievance has not been answered at any step within the specified time limit, the grievant may elect to treat the grievance as denied at that step and immediately may appeal the grievance to the next step.

Time limits for each step may be extended by mutual written agreement of the parties involved. The term "working days," as used herein, shall mean the days Monday through Friday, inclusive, exclusive of holidays.

Section 4: Discipline

In recognition of the fact that a problem may arise between an employee and his/her supervisor, the College and the Union have adopted a positive approach to solving issues. If a problem is behavioral in nature in which the Employee Assistance Program can address, the supervisor should consider directing the employee to the EAP. When possible, disciplinary action will be initiated

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only after the parties involved have made efforts to resolve the issue through documented discussion.

Progressive discipline shall include the following documented steps: initial warning, written warning, suspension/probation (notice to be given in writing), and discharge. The College may vary from these steps for situations that may include, but are not limited to, theft, threats, physical violence, harassment and possession of alcoholic beverages or controlled substances, etc. If the College has reason to reprimand an employee, it shall normally be done in a manner that will not embarrass the employee in front of the other employees or the public.

The Union shall be given written notice of all disciplinary action. When an employee receives disciplinary action, they shall be informed of their right to have a Union representative present. The Union will have the right to file a grievance for cases of disciplinary action. Standard process of investigation and notification of disciplinary actions will occur with the management staff involving the proper management team and Human Resources.

Employees are encouraged not to have any repetitive disciplinary reprimands. According to the severity of the incident, the progression of reprimand should be reversed to the previous disciplinary step when an employee has not accumulated additional disciplinary action within a one year period from the date of the occurrence. The written documentation of disciplinary action will stay in the employee's personnel file in Human Resources.

Section 5: Termination

Any grievance filed because of an employee's termination may be presented directly to Step 2 of the Grievance Procedure.

ARTICLE V

SENIORITY

Section 1: Definition

Seniority is the length of an employee's continuous service at Illinois Central College in a job classification as defined in Article I, Sections 2 and 5 of this Agreement.

Section 2: Use of Seniority

Seniority shall be one of the considerations in determining promotion, transfer, vacation and reduction or recall of the workforce.

Preference in moving to another shift shall be given to the employee with the greatest seniority in the specific job classification, provided the more senior employee equally is qualified to perform the work available.

Should the Board deem severe fiscal constraints require possible reductions in staff, the Vice President for Administration and Finance and the Union Liaison shall meet prior to any action to determine if alternatives other than layoffs are feasible. Should these representatives fail to come up with a mutually acceptable alternative, the following methodology shall be used:

Whenever the Board reduces the number of employees in a job classification covered by this Agreement, probationary employees in the classification shall be laid off first. If a further reduction is necessary, employees shall be laid off in the inverse order of seniority within the specific job classification, taking into consideration ability and qualifications to perform the work available.

An employee removed from his classification pursuant to the preceding statement may be assigned to a position in an equal or lower classification covered by this Agreement which the employee is qualified to perform without training, provided such position is available and is held by an employee with less seniority.

Article V - continued

Whenever the Board increases its workforce, an employee on layoff shall be recalled by registered mail to work to his former classification in the reverse order of layoff, provided the employee is qualified to perform the available work and provided the employee has not been on layoff for a period longer than the period of his seniority or one (1) year from the date of last layoff, whichever is less. If the employee being recalled is not immediately available for work, the employee shall have a period of two (2) weeks in which to return to work unless other mutually agreeable arrangements are made between the employee and the Board. Any employee who does not return upon a recall shall not be entitled to a subsequent recall. An employee on layoff shall be responsible for keeping the Human Resources Office informed of the employee's current address.

Part-time members of the bargaining unit will be granted seniority for full-time positions at half (1/2) of their years of service credited to them as a **part-time** employee of the bargaining unit.

Section 3: Loss of Seniority

Seniority shall be broken and the employment relationship terminated if the employee:

- A. resigns or quits;
- B. is discharged for cause, dismissed or otherwise terminated;
- C. retires;
- D. is laid off and is not recalled for a period of one (1) year, or the period of his seniority, whichever is less;
- E. is absent for three (3) consecutive working days without notifying the College and furnishing an excuse satisfactory to the employee's immediate supervisor;
- F. fails to report for work within ten (10) working days after recall from layoff;

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- G. fails to return from an approved leave of absence within three (3) working days of the expiration of the leave and does not notify the College and furnish the employee's immediate supervisor a satisfactory excuse; or
- H. is off of work for more than 180 days with a non-work related illness or injury.

ARTICLE VI

SEPARATION AND DISMISSAL

Section 1: Separation

If an employee elects to resign from the College in good standing, the employee must file a written resignation with the employee's immediate supervisor and with the Executive Director of Human Resources, giving notice no less than ten (10) working days prior to the date of resignation.

In the event of any notice of resignation, the final paycheck shall be available on the next regularly scheduled pay date for hourly staff. Prior to receipt of his final compensation, the employee must return all materials, equipment and College property to his immediate supervisor.

Individual exit interviews shall be scheduled with the appropriate supervisor and with the Vice President for Administration and Finance. This requirement may be waived by mutual agreement between the employee and the Vice President for Administration and Finance.

Section 2: Absences

Any unauthorized absence may result in loss of pay, suspension, demotion or dismissal.

Article VI - continued

It is the responsibility of each employee to report to his immediate supervisor, to the College switchboard or to a designated voice mailbox each day prior to the employee's assigned shift if the employee will be absent.

If hospitalized, the employee is not required to fulfill this obligation after the first notification; however, the employee must keep his immediate supervisor informed of the expected duration of the illness. If extenuating circumstances make it impossible for the employee to notify the College during the first three (3) days of an unauthorized absence, the Board, upon being furnished within five (5) regularly scheduled workdays of the onset of the absence proper verification of the reasons for the unreported absence, shall not terminate the employee involved.

If there are extenuating circumstances necessitating sick time in addition to an employee's accumulated sick leave, the employee may apply prior to using all his accumulated sick leave for a leave of absence without pay. The Board may require a statement from the employee's attending physician prior to considering the request for an unpaid leave. If such leave is requested in advance and granted, the termination provision of this policy shall not apply during the period of the approved leave.

The College will abide by the requirements outlined in the Family and Medical Leave Act of 1993. (FMLA) 29 USC, 2601-2654. All FMLA time used runs concurrent with the use of any paid time off.

Section 3: Dismissal

Any employee who accumulates unauthorized absences within any twelve (12) month period will be considered to have been excessively absent and shall be subject to immediate dismissal. Unapproved no-pay time is considered as an unauthorized absence. Tardiness will not be calculated in an unapproved no-pay calculation.

Article VI - continued

Sick time misuse and patterned absenteeism are not tolerated. Supervisors should follow the disciplinary steps by giving the employee written warning regarding misuse of sick time and patterned absenteeism. Employees should consider options under the Family Medical Leave Act for specific sick time situations. Unauthorized absenteeism could result in termination.

Any employee who has completed his one hundred-twenty (120) day probationary period who is to be dismissed shall be given ten (10) working days notice in writing or ten (10) working days pay at his contract base rate in lieu of notice except in cases of dismissal for excessive absences, insubordination, or violent or disruptive conduct.

Dismissal should be documented by the steps taken for Discipline indicated in Article IV, Section 4: Discipline.

ARTICLE VII

NEW EMPLOYEES, TRANSFERS AND JOB POSTING

Section 1: New Employees

A new employee shall be deemed to be a probationary employee for a period of one hundred-twenty (120) calendar days. The Board has the right to release a probationary employee without assigning any cause and without ten (10) working days notice, and the release of a probationary employee shall not constitute a basis for a grievance.

Section 2: Transfers, Promotions and Reclassifications

A. Transfers:

When a bargaining unit position is open to be filled, the position will be posted. If an employee is interested, they may apply directly to Human Resources. They can indicate to the appropriate supervisor their interest as a

Article VII - continued

transfer. When filling an open position, the employee would need to follow the application process established by Human Resources.

B. Promotions:

The promotion of an employee to a different job classification may occur when the following criteria has been met: the College has a need for the upgrade of a position, the employee's duties, responsibilities and qualifications have significantly changed to a higher level with completion of specific documented training and course work, and the employee has demonstrated their ability to handle the added responsibilities on a regular basis. The employee may submit in writing how the three criteria have been met. The request must be submitted to their appropriate supervisor and the Vice President for Administration and Finance. A response from the supervisor would be available within two (2) calendar weeks. If the promotion request is denied and the employee wishes more clarification, the employee may within ten (10) calendar days request a meeting with his supervisor and/or Vice President for Administration and Finance.

C. Reclassifications:

Initial positions in the bargaining unit departments will be entry level training positions. The College shall use these positions to provide departmental "service standards" training as outlined in each departmental staff training manuals. During the entry level position, the employee shall properly demonstrate that he is capable of doing the outlined training tasks in the training manual. Once the training period has been successfully completed, all course work successfully passed and the employee is in good evaluative and disciplinary standing with the College, reclassification to the next classification position will happen as outlined in the Entry Level Classification Schedule (see page 41). If said training is incomplete at no fault of the employee, the employee is in good evaluative and disciplinary standing with the College, and the required course work has been successfully passed,

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reclassification to the next classification level will still happen. However, the employee must complete the remaining service standard training as per the staff training outline. If the employee fails a training item, both the employee and the College have the responsibility to evaluate why the module item was failed and retrain as reasonable and appropriate. If so elected by the employee he may be asked to demonstrate proficiency of a training item as reasonably allowed or proficiency test out of the required class for reclassification purposes as available.

A full-time member of the bargaining unit who applies for and is employed to fill a posted position -- whether the position is viewed as a demotion, a lateral transfer or a reclassification - shall be considered an employee who is in a trial period for thirty (30) working days before seniority within the job classification becomes effective. If the employee completes the trial period satisfactorily, seniority in the classification shall be retroactive to the date of the transfer promotion or reclassification. Accrued vacation and sick leave shall remain in effect.

A **part-time** bargaining unit employee as defined in Article I, Sections 2 and 5, of this Agreement who has completed his probationary period satisfactorily and who applies for and is employed to fill a regular full-time bargaining unit position shall be considered an employee who is in a probationary period for ninety (90) calendar days the first thirty (30) working days being considered a trial period running concurrently before seniority within the job classification becomes effective. Employees shall be able to file a grievance through the Union in the event they are released or demoted during the ninety (90) day probationary period. This applies only to this situation.

In the event the employee is not satisfied or is not satisfactory during the trial period in the new position, the employee may move or be moved back to his former position. During the trial period, the vacated position may be filled by a temporary employee.

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Section 3: Job Posting

In filling a regular vacancy in this bargaining unit, a notice shall be posted first for seven (7) working days during which only employees covered by this Agreement may apply. The job will be posted by a Union member appointed by the Union Liaison at all Union clocks. Such notice shall include the classification and shall indicate the basic functions and responsibilities of the classification, as well as the minimum qualifications required to perform such work. Such notice may be waived (or shortened) by mutual consent of the Union and the Board. Should the position need to be posted multiple times, the position will be posted internally and externally and shall run concurrently. Notifications of all postings shall be provided to both the Union Liaison and the Union Secretary via email at the time the posting occurs.

In filling such job openings, bargaining unit members with equal ability and qualifications shall be given priority consideration over applicants not employed already by the College.

Where ability, qualifications and previous job performance are equal, seniority within the bargaining unit shall prevail in determining promotions, transfers and job assignments. It shall be the responsibility of supervisory and administrative staff to evaluate fairly each person being considered for a change in position or classification.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1: Sick Leave

A. Sick Leave with Pay - Full-time Employees

Each regular full-time employee shall earn sick leave at the rate of one (1) day for each full month of employment to a maximum accumulation of two hundred sixty (260) days. Sick

Article VIII - continued

leave with pay must be earned before it can be used, except as specified in Section 1-C of this Article.

An employee hired prior to the fifteenth (15th) of the month shall earn sick leave for the full month.

Sick leave shall be interpreted to mean the employee's personal illness, including a disability resulting from pregnancy, or serious illness in the employee's "immediate" family, which is defined as spouse, child or dependent by the Internal Revenue Service. Not more than thirty (30) days sick leave can be used for the serious illness of the employee's brother, sister, parent or grandparent, wherever they may reside, or other relative living permanently within the employee's immediate household.

Sick leave may be used for doctor and/or dental appointments as long as they are requested, unless prevented by extenuating circumstances, at least twenty-four (24) hours prior to the absence.

An attending physician's certificate may be required at the discretion of the Board as a basis for pay after an absence of three (3) days or to verify a lengthy, unusual or frequent illness. Any employee on sick leave who engages in any activity inconsistent with sickness during his absence shall be subject to discipline by the College, up to and including discharge.

Each calendar year, Full-time may use twenty-four (24) hours of sick time and **part-time** may use sixteen (16) hours of paid time off after they have completed their probationary periods for urgent personal business or for religious reasons which require the employee's absence from work. These days will be referred to as Personal days.

Such absences shall be granted at full pay; a twenty-four (24) hour notice giving the reason for the absence shall be given in advance to the employee's immediate supervisor. Under extenuating circumstances a 24 hour notice will not be required. Full-time may use up to 8 hours and part-time may

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use up to 6 hours in which no more than two occurrences can be used per year.

A personal leave day, or portion thereof, shall not be granted the workday preceding or the workday immediately following a holiday or approved vacation period unless the personal leave day has been requested and approved at least twenty-four (24) hours in advance. If personal days are not used each year, they shall be accumulated as sick leave days.

The Board is not obligated to grant sick leave beyond the employee's accumulated sick leave or to guarantee employment rights to individuals who exceed their sick leave allowances.

(Example: Employee Smith has 70 accumulated, unused sick days on the books. SURS will give the employee $\frac{1}{4}$ year service credit for 60 days. The College will pay the employee at his/her current rate of pay for five (5) days. $70-60 = 10$ and will be paid for five (5) days.)

B. Leave with Pay & Authorized No Pay - **Part-time** Employees

Part-time employees as defined in Article I, Sections 2 and 5 of this Agreement, may earn paid leave days at a rate of .04 hour per hours worked in each calendar year to a maximum of 60 hours of leave. (Example: A **part-time** employee that has worked 750 hours would be credited with 30 hours of leave. $(750 \text{ hours} \times .04 = 30 \text{ hours})$ When a **part-time** person works more hours than their regular workweek hours, they will earn .04 hours of paid leave time per hour worked.

Hours for leave with pay shall be credited as they are earned **Part-time** employees are granted two times their normal weekly schedule of Authorized No Pay Time Off to be used as vacation time when scheduled each year after they have worked at least 400 hours. All Authorized No Pay Time Off must be approved by the employee's immediate supervisor. Employees must use authorized no pay time off in one day increments. The Authorized No Pay Time Off is to be scheduled in advance and cannot be used in place of an unscheduled absence. An exception of two (2) days per year may be used for unscheduled absences (illness call-ins) if necessary.

Article VIII - continued

Hours paid to **part-time** employees for earned leave shall not exceed the hours an employee normally is scheduled to work on the day the absence occurs.

Earned but unused leave hours may be carried forward for use during the calendar year following the calendar year during which the hours were earned. The maximum number of hours of earned leave shall be one hundred (100). Accumulated leave shall remain in effect until there has been a break in service of at least one (1) full calendar year.

Earned leave hours may be used for the employee's own personal illness. An attending physician's certificate may be required at the discretion of the Board to verify a lengthy, unusual or frequent illness. Any employee on sick leave who engages in any activity inconsistent with sickness during his absence shall be subject to discipline by the College, up to and including termination.

An employee shall be re-employed upon conclusion of any leave which does not exceed accumulated leave credits. The College is not obligated to grant leave beyond one's accumulated leave or to guarantee re-employment rights to individuals who exceed their leave allowances.

Paid leave hours may be used only during the individual's active employment.

An employee who resigns or who is terminated shall not be entitled to receive pay for unused sick leave beyond the last working day of his employment.

C. Sick Leave without Pay - Full- and **Part-time** Employee

Requests for leave without pay due to the employee's illness or disability may be submitted to the Human Resources Office.

The Executive Director of Human Resources, within five (5) working days from receipt of the request, may grant a leave without pay after taking into consideration such factors as the nature of the request, the recommendation of the immediate supervisor and the availability of a qualified

Article VIII - continued

substitute. Requests for sick leave without pay shall be considered only after the employee has used all his accumulated sick leave and only when such a leave is requested in advance of the employee's absence. Accrued vacation time may be used prior to the beginning of such unpaid leaves.

A full-time employee who is on sick leave without pay for sixty (60) consecutive calendar days or longer, upon returning to full-time employment, shall have the right during the first three (3) months following his return to full-time employment to borrow and receive pay for up to three (3) sick leave days prior to earning them.

Full-time employees will be paid by the College one half (1/2) of their unused sick time, up to twenty-nine and a half (29½) days, that cannot be applied towards SURS retirement - upon retirement, not separation or dismissal.

D. Wellness Time

Full-time and **Part-time** Employees can earn Wellness Time by meeting the following criteria:

- Employees join the Wellness Program by participating during three of the quarters in at least two (2) designated Wellness activities, programs (as per Wellness Log) and participating one quarter in the Optimum Health Solutions Program to qualify that quarter. If they do not participate in the Optimum Health Solutions, they will not earn wellness time for that quarter.
- Full-time employees must earn Wellness Time by accumulating sick time with one or less illness related event within that quarter. Full-time employees must have 40 hours of sick time on the first day of the quarter to qualify as well as complete the other portions of the program. One Wellness Day will be earned on the first day of each quarter for the prior quarter to be used during the following quarter unless an alternative is approved by the Supervisor.

Article VIII - continued

- **Part-time** employees may earn Wellness Time by accumulating Paid Time Off with one or less illness related event within that quarter. Part-time employees must have six (6) hours of Paid Time Off on the first day of the quarter to qualify as well as complete the other portions of the program.
- Wellness Time will be prorated for **part-time** employees based on their scheduled hours per day.
- Wellness Time will be used only with prior approval from employee's supervisor.
- During a seasonal reduction in staff, an employee can earn (1) Wellness Day by working six (6) weeks within each of any two (2) consecutive quarters, having only one (1) or less illness related event within the combined quarters.
- Wellness Time taken will be in a full day increments.

Section 2: Leave for Required Court Appearance

A regular full-time or **part-time** employee who is summoned for jury duty or subpoenaed to be a witness in federal, state or county court and who must serve and who does in fact serve during his/her regular work schedule (work schedule means work week) shall be granted leave to fulfill such duty, except in cases involving personal business or employment outside Illinois Central College. Should such appearance be as a result of responsibilities assumed while employed for other than the College, such leave shall be approved but shall be charged to the employee's accumulated vacation or personal days.

The College shall pay the employee's normal salary providing the employee 1) notifies his/her immediate supervisor after receipt of notice to report and 2) furnishes a certificate of completion of jury or witness duty service showing the time the employee reported and was dismissed on each day for which jury or witness duty is claimed.

An employee shall not be required to report to work before going on jury duty; however, on any day when the employee is released from jury duty after not more than two (2) hours of duty, the employee must return to his/her work assignment within one (1)

Article VIII - continued

hour or to his/her regular shift. Notes: The word "release" means jury duty is over and you don't go back. Second shift employees would not have to work on Monday night if they served on jury duty for more than two hours or still had to serve jury duty the next day. For first shift employees the language is as it always was.

It is still the responsibility of the employee to keep their supervisor informed of what is going on.

An employee required to appear in federal, state or county court for witness duty shall be released from his/her work assignment one (1) hour prior to his/her court appointment and shall return to his/her work assignment within one (1) hour following completion of his/her court appearance if there are at least two (2) hours remaining in his/her shift.

The provisions of this Section shall not apply in cases of jury or witness duty on days outside the employee's normal workweek.

Section 3: Bereavement Leave

A regular full-time or **part-time** employee who is absent from work to attend the funeral of a member of his immediate family shall be paid at his contract rate of pay for the actual time lost from his scheduled work shift by reason of such funeral . . . up to a maximum of three (3) consecutive working days, or for one (1) workday for the funeral of a relative outside of his immediate family or household. Such absences shall be separate from the employee's sick leave and shall be non-cumulative.

For bereavement leave, the immediate family is defined as the employee's husband, wife, child, brother, sister, parent, father-in-law, mother-in-law, step parent, grandparent or grandchild wherever they may reside, or other relative living permanently within the employee's immediate household.

For purposes of this Section, the definition of "relative outside of his immediate family or household" shall be aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or cousin (in the first degree). It does not include the spouse's relatives except those four specific

Article VIII - continued

instances cited in this paragraph in relation to the employee, i.e. as the employee's "in-laws."

The Board, at its discretion, may require evidence to verify an absence to attend such funeral prior to paying for time lost.

Section 4: Other Leaves

If an unpaid leave is requested for any reason other than those listed in this Article, a written request must be submitted to the immediate supervisor. Each such request must state the nature of the leave, its duration, and the specific reason(s) for the request. Each request for such an unpaid leave shall be considered on an individual basis. Fringe benefits may remain in effect; however, it shall be understood vacation and sick leave shall not accrue for unpaid leaves in excess of two weeks and further that, if granted a leave without pay, the employee shall not receive pay for holidays or shutdown periods occurring within the period of the leave.

Operational considerations and scheduling provisions may require employees taking such leaves to use at the beginning of their absences earned, unused vacation in excess of ten (10) days. Any remaining portions of their absences would be without pay.

This requirement shall apply when the unpaid leave is for ten (10) or more working days. An employee taking an unpaid leave of ten (10) working days or more shall not be granted a vacation request until after having worked forty-five (45) days following his return from the leave. The immediate supervisor or Vice President for Administration and Finance, whichever is appropriate, upon considering any extenuating circumstances, may waive the forty-five (45) day limit and allow an employee to use his unused vacation time.

Even though an individual may have accumulated sick leave available to use, under the provisions of this Section he may request an unpaid leave because of an illness in his immediate family in order to retain sick leave for a subsequent personal illness.

The maximum leave of absence shall be for ninety (90) calendar days and may be extended for like periods at the discretion of

Article VIII - continued

the Board. During the period of absence, the employee shall not engage in gainful employment in the same field or classification covered by this Agreement. Failure to comply with this provision shall result in the loss of all seniority rights for the employee involved.

If available to resume his duties at the end of the approved leave period, an employee granted such a leave shall be reinstated to the position he occupied at the time the leave began. If the absence extends beyond ninety (90) calendar days, re-employment shall not be guaranteed. Failure by the individual to return to work upon the scheduled expiration of an approved leave shall be considered to be a resignation.

Section 5: Shared Leave Program

Full-time employees in the Carpenters Union can voluntarily participate in the Shared Leave Program administered by the College as either donors or recipients of leave.

ARTICLE IX

SAFETY AND HEALTH

Section 1: Safety

The Board shall provide safe working conditions, proper safety equipment and first aid for its employees. College-provided safety training shall be mandatory, and prescribed safety programs or procedures must be followed by all employees. Departmental committees made up of management, union and the Risk Management department will meet during the year to review the departmental safety policy making sure the policy is updated on a regular basis. In the event a safety concern occurs before a scheduled meeting, either party may contact the Risk Management office about calling a special department safety committee meeting.

Article IX - continued

If an employee is injured on the job and requires medical treatment by a doctor, the employee shall be paid at his contract rate of pay for the time involved up to the remainder of the employee's regular work shift for the day of the injury.

An employee must report his on-the job injury immediately to his immediate supervisor. If this is impossible, an official accident report must be submitted to Public Safety or to Health Services within twenty-four (24) hours from the time of the occurrence.

If an employee is sent home by the College's Coordinator of Health Services due to an on-the-job injury, the employee shall be paid for the remainder of the shift at the employee's contract rate of pay.

An employee required by the Coordinator of Health Services to visit the Board's doctor outside the employee's scheduled working hours for treatment of an on-the-job injury, unless such visit is at the employee's option, shall be paid two (2) hours at his regular contract rate of pay.

An employee may report to his immediate supervisor or to the appropriate safety or maintenance personnel any condition which the employee considers to be unsafe. The Board shall investigate such reports and shall determine the corrective action necessary and feasible.

Section 2: Health

Employees who are off work for injury or illness and who are absent for more than three (3) consecutive working days may be required to furnish a statement from their attending physician releasing them to return to work.

The Board may require a fitness for duty examination by a qualified physician when an employee returns from an absence because of the employee's illness or injury or for reasonable cause based on observed behavior by his supervisor.

Article IX - continued

The Board, upon changes as are required from time to time concerning health and safety rules, shall give the Union notification prior to implementing said rules.

Section 3: Drug and Alcohol Free Workplace Policy

The parties agree to comply with the provisions of Illinois Central College's "Drug and Alcohol Free Workplace Policy." The Policy is included in its entirety in Appendix 3.

ARTICLE X

UNIFORMS

Section 1: Uniforms

The Board shall furnish full-time and **part-time** employees uniforms to assist students, visitors and staff in recognizing union employees. Only the approved uniforms will be worn. At the start of the shift, the uniforms shall be clean. The Board shall furnish employees of the bargaining unit who have completed an initial probationary period six (6) sets of uniforms (shirts and pants). Beginning the second year of employment, the employee has the option of receiving five (5) sets (shirts and pants) and a \$50.00 voucher - offered once a fiscal year (July 1st to June 30th) - towards the purchase of boots, coats or safety glasses pertaining to the employee's position. Uniforms will be replaced on a one for one basis. Old uniforms will be turned in at the time the new uniforms are issued. Preapproval from the Supervisor is necessary before redeeming the \$50.00 voucher. The employee will be required to provide a receipt for purchases and will then be reimbursed up to \$50.00 within thirty (30) working days. Approved shorts hats, and/or tee-shirts may be permitted under certain working conditions as defined by a list created by the Union Liaison, the Department Supervisor and the Risk Manager. A committee comprised of management, risk management and union members will evaluate uniforms for their department based on cost, comfort and professional appearance -

Article X - continued

management will take all suggestions into consideration when making the final decision.

In September of each year, each supervisor shall determine the need for replacing uniforms. Seasonal employees will receive three sets of uniforms at the beginning of their second season of employment in April. At other times during the year, uniforms or parts thereof shall be replaced if necessary with the approval of the appropriate Supervisor or the Department Director, whichever is appropriate.

The Board also shall provide appropriate snow removal apparel where required.

ARTICLE XI

HOURS OF WORK

Section 1: Definition

This Article defines the normal hours of work and days of work per week; however, it shall not be construed to limit the Board's right to establish shifts, work schedules or requirements for extra work or overtime.

Section 2: Full-time Employees

a. Regular Workweek

The regular workweek shall consist of four (4) 10 ½ hour consecutive days or five (5) 8 ½ consecutive days. Employees shall receive two weeks' notice of regular workweek changes or less time for emergency situations when mutually agreed by the Supervisor and employee with notice to the Union. No less than thirty (30) nor more than forty (40) straight-time hours shall constitute a full workweek.

Article XI - continued

b. Shift Definition

Each shift as defined by the Board shall be eight and one-half (8½) hours, or ten and one-half (10 ½) hours including a non-paid lunch period not to exceed thirty (30) minutes. Each employee shall be entitled to receive two (2) paid break periods not to exceed fifteen (15) minutes each, one (1) near the middle of the first half of the shift and one (1) near the middle of the second half of the shift, at times approved by the employee's immediate supervisor.

c. Scheduling

Discretion with respect to scheduling employees work hours, shifts, and workdays of a week is vested exclusively with the Board. Shift preferences will be provided by seniority in accordance with Article V, Section 2. Lunch and break periods are determined by the appropriate supervisor in accordance with the Wage and Hour Act.

Winter Caution Day

During the winter when there is a strong likelihood of inclement winter weather, a "Winter Caution Day" may be declared by the Director of Facilities Services or designated representative. Employees are required to call Campus Police (309-694-5223) or their Supervisor to verify if a "Winter Caution Day" has been declared prior to their work shift. If weather permits, employees have the option to come in at their normal starting time or wait until an announcement is made (usually between 5 and 6 a.m.) by the College on closure. If the College is not closed the employee is to report to work by 7 a.m. After arriving at work, employees will work their normal shift hours.

d. Overtime

The College at times may have overtime for specific work required to be accomplished after regular working hours or for emergency situations. In both types of incidents supervisory authorization is required.

Article XI - continued

When the supervisor arranges to have an employee work overtime, they should discuss the length and time they estimate the overtime should occur. Within this discussion, the amount of time worked may indicate the employee would need to take a lunch. An agreement with flexibility should be made prior to the overtime taking place. In most situations, when a person works over six (6) continuous hours a lunch period will be taken.

If an employee is required before or after his regular shift to work overtime in excess of three (3) hours but not more than four (4) hours, he shall receive a paid break not to exceed fifteen (15) minutes at a time determined by his supervisor. If the overtime period exceeds four (4) hours of work, the employee shall be entitled to take an unpaid meal period not to exceed thirty (30) minutes before resuming work.

There may be emergency situations where the College may not be able to provide advance notice of overtime. Examples of emergency situations could include, but is not limited to, severe inclement weather, boiler failure, water main break, sewer line break, situations that could cause/create damage to the College, or may threaten the safety of students and/or staff, etc.

When an employee is called in to work on a day other than his regular workday, he shall be paid for a minimum of two (2) hours for less than two (2) hours of work and for a minimum of four (4) hours for time worked in excess of two (2) hours. When an employee is scheduled to work on a day other than his regular workday, but for less than eight (8) hours, he shall be paid a minimum of two (2) hours pay for less than two (2) hours work.

The College reserves the right to require overtime work. In scheduling overtime other than emergency situations, the College shall provide at least two working days' advance notice, where the need for overtime is known in advance and where it is otherwise practical, to the employees concerned.

Article XI - continued

The Board shall attempt to equalize opportunities for ordinary overtime work within the department consistent with the requirements of special skills.

Reasonable requests to be excused from overtime will be honored. If the overtime assignment is declined by the fulltime employees, the assignment will be offered to **part-time** qualified employees, on a rotating basis, where practical. If no **part-time** employee is available, the assignment reverts to the least senior qualified full-time employee(s) who will be required to accept the overtime assignment. Overtime hours worked by **part-time** employees will not be construed as a basis for full-time employment.

If an employee turns down overtime work, the employee shall be credited with having had the opportunity to work overtime and shall not have the chance to work overtime again until his next turn. Individuals who do not wish to be assigned voluntary overtime shall request that their names be removed from the overtime rotation list for their specific classifications. Once removed at the employee's request, the individual's name may not be added to the list until the next calendar year.

Separate lists shall be maintained for snow call, set-up, gym, emergency/short notice and ordinary overtime assignments.

Sign-up sheets for overtime lists will be available from March 1st thru March 15th. Department Supervisors will be responsible for providing training to all employees on each list.

In any bargaining unit job classification where **part-time** employees are used to supplement the workforce, full-time employees shall have first preference for any overtime work with the exception of snow shoveling crew.

Article XI - continued

Section 3: **Part-time** Employees

a. Regular Workweek

The **part-time** workweek shall consist of regularly scheduled twenty-nine (29) or less hours.

Each employee scheduled to work more than four (4) but less than six (6) hours will receive one twenty (20) minute paid break. Employees scheduled to work five and one half or less hours in a day are not required to take an unpaid lunch. Employees scheduled to work over five and one half hours (5 ½) but under eight (8) hours will receive one twenty (20) minute paid break and one thirty (30) minute unpaid meal period.

Each employee scheduled to work eight (8) hours or more will receive two (2) fifteen (15) minute paid breaks and one thirty (30) minute unpaid meal period.

All **part-time** employees shall be paid for their regularly scheduled hours for any day when the College closes its operations due to weather or other unforeseen circumstances.

When an employee is called in or scheduled to work on a day other than his regular workday or called back to work after having gone home on a regular workday, the employee shall be paid for a minimum of two (2) hours.

Discretion with respect to scheduling employees is vested exclusively with the Board.

ARTICLE XII

COMPENSATION, PAYDAY AND DUES CHECK-OFF

Section 1: Compensation

The bargaining unit established by the Board includes the following classifications whose straight-time hourly contract base rates of pay January 1, 2015 shall be as shown in the pay table located in Appendix 1.

Except as specified later within this Article, when a full-time employee is assigned by or scheduled by the College in advance to assume the full responsibilities of a higher job classification within the bargaining unit due to the absence of an employee in that higher classification, the employee shall be paid at the contract base rate for the higher classification. This provision shall apply only to regularly scheduled assignments of one-half (1/2) workdays.

The applicable rate shall be based upon the individual's date of continuous employment in a regular full-time classification as defined by Article I, Sections 2 and 5 of this Agreement.

During the trial period subsequent to an employee's transfer or promotion to a higher job classification, the employee shall be paid at the hourly contract base rate for the new classification. If the employee is demoted or transferred to a lesser classification, he shall be paid at the hourly base rate for the lesser classification.

All employees under this Agreement for whom the majority of hours worked falls between the hours of 3:00 p.m. to 11:00 p.m. will receive forty cents (\$.40) per hour more than the regular contract base rate for full- and **part-time** employees assigned to the second shift. All employees under this Agreement for whom the majority of hours work fall between the hours of 11:00 p.m. and 7:00 a.m. will receive fifty cents (\$.50) per hour more than the regular contract base rate for full and **part-time** employees assigned to the third shift. The differential shall be included in the computations of amounts due for paid vacations, holidays, and sick leave.

Article XII - continued

All employees under this Agreement who work Saturday will receive forty cents (\$.40) per hour more than the regular contract base rate for full- and **part-time** employees assigned to work that day. All employees under this Agreement who work Sunday will receive fifty cents (\$.50) per hour more than the regular contract base rate for full- and **part-time** employees assigned to work that day. The differential shall be included in the computations of amounts due for paid vacations, holidays, and sick leave.

Shift differential and weekend differential do not apply to the catering rate.

Except as indicated in Article XIII, all time worked in excess of forty (40) hours per week shall be paid for at the overtime rate of one and one-half (1½) times the employee's regular hourly contract base rate. Hours paid during any week for sick days, personal days, holidays, wellness days, union business time, and vacation days shall be considered to be hours worked for the purpose of computing overtime pay.

Within the context of this Article, the date of hire shall be the date of continuous employment as an employee is defined in Article I, Sections 2 and 5 of this Agreement.

Part-time Compensation

Part-time employees hired as regular full-time employees within the same job classification shall not be considered probationary employees if they have worked continuously, and without a break in employment, in the same job classification the number of hours equivalent to the ninety (90) day probationary period of a new full-time employee.

Hours worked when a **part-time** employee is called back to work after having gone home on a regular workday shall be paid for at the premium rate of one and one-half (1½) times the regular contract hourly rate for the employee's classification.

Article XII - continued

Premium pay also shall be paid for weekend hours worked by **part-time** employees provided the hours are not on a weekend day when the **part-time** employee regularly is scheduled to work.

The Board shall attempt to equalize opportunities for premium rate work among **part-time** employees as defined in Article I, Sections 2 and 5 of this Agreement, taking into consideration such factors as a) special skills or experience required to do such work, b) the availability of employees interested in being called back to perform such work, c) previous job performance and d) seniority within the unit.

Part-time employees are able to use their accumulated paid time off during any holidays (not just during the shutdown period). The paid time off hours used for the holiday must be the same as the scheduled hours for the week.

Snow Call Compensation

Any regular full-time employee, as defined in Article I, Sections 2 and 5 of this Agreement, who performs "snow call" assignments shall be paid at the applicable Grounds Maintenance I base rate, if higher than his own base rate, while assigned those functions.

"Snow call" assignments outside the **part-time** employee's regular work schedule shall be paid at the applicable "snow call" rate of \$21.00 per hour.

"Snow call" assignments during the **part-time** employee's regular work schedule shall be paid at the applicable Groundskeeper base rate, if higher than his own base rate, while assigned those functions.

Part-time Grounds employees shall be called as the first group to shovel snow after their regular work hours when needed.

Housekeeper Compensation

When a full-time Certified Housekeeper is assigned or scheduled by the College to assume the full responsibilities of a Custodian, the employee shall be paid at the applicable contract base rate for Custodian.

Article XII - continued

Set Up Compensation

Any employee, as defined in Article I, Sections 2 and 5 of this Agreement, who is assigned **General Set-up** work shall be paid at the applicable contract base rate for General Set-up.

General Attendant Compensation

When a **part-time** General Attendant I or II within the bargaining unit is scheduled for a full workday to assume the full responsibilities of a General Attendant III, the General Attendant I or II shall be paid at the contract rate for a General Attendant III.

Section 2: Payday

Payday normally shall be every other Friday. If a payday falls on a holiday, checks shall be deposited the nearest preceding workday.

Employees shall document time worked by entering information at designated time clocks or at computer terminals.

The Board shall hold up to one (1) week's earnings prior to a new employee's first payday; therefore, depending on the employee's starting date within a payroll cycle, he may wait either up to three (3) weeks or up to two (2) weeks before receiving his first paycheck.

Payment of wages shall be by an approved payroll check deposited electronically into each employee's designated bank or other depository. With each payroll, the employee shall be furnished electronically a statement of hours worked, gross pay, net pay, pension contributions, deductions such as Federal Withholding Tax, State Income Tax, insurance payments, etc.

Errors in payment of wages, overtime or other adjustments shall be corrected on the next regular payday provided the Payroll Office has been notified by the appropriate supervisor at least one (1) week in advance of that payday.

Article XII - continued

Section 3: Union Membership and Fair Share Fees

All employees in job classifications covered by this agreement may become members of Carpenter's Local #237 at the expiration of the 120-day probationary period, dating from the date of initial employment.

All employees who choose not to become members of Carpenter's Local #237 commencing on the effective date of this agreement, or after the 120-day probationary period, whichever is later, and continuing during the term of this agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their Fair Share of the costs of the services rendered by the Union that are chargeable to non-members under State and Federal Law.

Deduction of Fair Share Fees will be in accordance with Article XII, Section 4, Dues Check Off.

Section 4: Dues Check-off

Upon receipt of a written authorization from a bargaining unit employee, the Board shall deduct from the employee's pay such amount of money per month as may be authorized for the payment of Union dues and initiation fees. Monthly, the Board shall pay the total amount so deducted to such person as the Union shall duly and properly authorize to receive it and to give receipt for it. Such authorization shall be in legal form and shall be approved by the Board. The Board assumes no responsibility for obtaining the execution of such authorization from the employee.

The Union agrees to indemnify and to hold the Board harmless from any claims or other forms of liability arising as a result of the Board's efforts to comply with the provisions of this Section or its reliance on any list, notice or assignment furnished under these provisions.

Section 5: Tuition Waivers

In order to provide a vehicle for staff development and to encourage employees to upgrade their skills and/or educational

Article XII - continued

experiences, all full-time bargaining unit employees who enroll in credit courses at the College may have their tuition waived.

Full-time employees of the College may not be enrolled as fulltime students; therefore, the number of credit hours which may be taken must be fewer than twelve (12) during a regular semester and fewer than six (6) during a Summer Session.

The spouse of a full-time employee, unmarried children under the age of 25 living with the full-time employee or children under the age of 25 who are not living with the full-time employee, but who are defined by the IRS as dependent children of the full-time employee who enroll in graded credit courses at the College, will have their in district tuition waived, beginning with the first full semester after hire.

In the event of the death of an active full-time employee, the surviving spouse, until he or she remarries, and unmarried children until the age of twenty-three (23), shall have their in-district tuition waived for credit classes at the College.

Eligible **part-time** employees as defined in Article I, Sections 2 and 5 of this Agreement may receive tuition waivers for credit courses for themselves after one year of continuous service and a minimum of 1,000 hours worked and for unmarried children under the age of 25 living with the **part-time** employee or unmarried children under the age of 25 who are not living with the **part-time** employee, but who are defined by the IRS as dependent children of the **part-time** employee who enroll in graded courses at the College, will have their in district tuition waived and spouses, after two years of continuous service and a minimum of 2,000 hours worked.

Section 6: Educational Assistance Program

In addition to tuition waiver provisions, the Board shall permit eligible full-time Union personnel to attend classes related to the employees present job function on a shared-time basis during an employee's regular workday. The employee must request the shared-time class schedule from their supervisor by the end of the previous semester.

Article XII - continued

Regular full-time employees may participate in the Educational Assistance Program by enrolling for any term which begins after the employee has completed at least one (1) year of full-time service with the College.

Enrollment through this program is restricted to Illinois Central College courses which directly are applicable to the requirements and performance objectives of the employee's present assignment.

This program applies to formal coursework given for academic credit; however, it does not apply to workshops and non-credit classes or to correspondence, TV, independent study or contractual courses.

Upon approval by the individual's immediate supervisor and appropriate administrative officer, an employee may enroll, provided space is available, for one (1) course per term -- not to exceed five (5) clock hours per week -- during the employee's regularly assigned working hours. It shall be understood the non-classroom portion of any coursework must be completed outside the employee's work schedule and that it shall not interfere with the employee's normal work assignments.

Any employee electing to participate in this program must be in good standing and must satisfy all regular admissions and academic requirements/prerequisites prior to taking a course.

One-half ($\frac{1}{2}$) the time required for class attendance shall be with pay. The other one-half ($\frac{1}{2}$) shall be without pay or may be charged to the employee's accumulated vacation time or, if none has accrued, to available personal leave time. The employee may not use unpaid time such as a lunch period as a portion of the one-half ($\frac{1}{2}$) time without pay.

If proper supervision is available, the employee's share of time away from work for class attendance may be made up during the same week the absences occur by lengthening the daily work schedule, provided the adjusted schedule has been approved in advance by the immediate supervisor or the Vice President for Administration and Finance, whichever is applicable.

Article XII - continued

Copies of transcripts and/or grade reports must be submitted directly to the Human Resources Office as evidence of completion of courses taken through this program.

Section 7: Staff Training

Staff training programs should be developed by the departments to incorporate the following elements of training: new employee orientation, employee service standard training, new equipment training, mandatory safety training and career development training.

Staff training is provided for entry level department positions: General Attendant, Grounds Attendant, General Operations, Housekeeper and General Maintenance as reflected in the job description for the position and the Entry Level Classification Schedule below. Training outlines are to be detailed in the appropriate Department Procedure Manuals. The training will be revised as needed by the Small IBB group.

Entry Level Classification Schedule

| <u>Department</u> | <u>Entry Position</u> | <u>Training Duration</u> | <u>Re-Class Position</u> |
|-------------------|------------------------|--------------------------|--------------------------|
| Food Services | General Attendant | 6 months | General Attendant 1 |
| Grounds | Grounds Attendant | 1 year | Groundskeeper |
| Gen. Operations | General Ops. Attendant | 1 year | General Operations |
| Housekeeping | Housekeeper | 1 year | General Housekeeper |
| Maintenance | General Maintenance | 2 years | Certified Maintenance |

*All entry level position's applies only to full-time employees with the exception of Food Services.

To have a consistent training program among the departments, the Small IBB group will develop the basic guidelines needed to assure the training is relevant and appropriate.

All staff training shall be documented in the individual employee-training file prepared by the department's supervisor with a review with the employee occurring per Fall and Spring semester.

ARTICLE XIII

VACATIONS, SHUTDOWNS AND HOLIDAYS

Section 1: Vacations

Regular full-time employees shall be entitled to an annual vacation with pay which shall be determined on the basis of the number of continuous years of active full-time service each employee has with the College.

An employee who has attained the number of full years of service indicated on the following table shall earn vacation corresponding to such years of employment:

- A. One (1) through five (5) years of continuous service...ten (10) days to be earned at the rate of six and two-thirds ($6 \frac{2}{3}$) hours per month.
- B. Six (6) through ten (10) years of continuous service... fifteen (15) days to be earned at the rate of ten (10) hours per month.
- C. Eleven (11) through fourteen (14) years of continuous service.....twenty (20) days to be earned at the rate of thirteen and one-third ($13 \frac{1}{3}$) hours per month.
- D. Fifteen (15) through 19 years of continuous service...twenty-two (22) days to be earned at the rate of fourteen and two-thirds ($14 \frac{2}{3}$) hours per month.
- E. Twenty (20) or more years of continuous service twenty-five (25) days to be earned at the rate of sixteen and two-thirds ($16 \frac{2}{3}$) hours per month. Applicable only to employees hired before 1/1/2012.

Any employee who is appointed after the first day of the calendar year shall earn six and two-thirds ($6 \frac{2}{3}$) hours of vacation for each full month of employment remaining in that calendar year. An employee hired prior to the fifteenth (15th) of the month shall earn vacation credit for the full month. Full-time employees whose regular workweeks are less than forty (40) hours shall have earned vacation computed on a prorated basis.

Article XIII - continued

Vacation days must be earned before they can be used; however, during the first six (6) months of employment, an employee shall not be eligible to use any earned vacation days.

Vacation days earned during one calendar year, January 1 through December 31, may be carried forward automatically into the succeeding calendar year. Accrued vacation days carried over beyond December 31 of one calendar year must be taken by December 31 of the succeeding calendar year.

On any January 1, the maximum number of vacation days any employee may have shall be limited to the unused number earned the calendar year just concluded.

Other than vacation days accumulated specifically for use by an eligible individual retiring under provisions of the State Universities Retirement System, additional days may not be extended beyond those periods indicated above.

Employees shall not earn vacation credits during periods of leaves of absence or other periods of time off work without pay, except as specified in Article VIII, Section 4. Vacation continues to be earned while an employee is receiving Workers Compensation benefits for a period not to exceed six (6) months.

Any regular employee whose employment is terminated by resignation, death or separation shall be paid upon separation for any accumulated vacation earned but not used if procedures defined in Article VI, Section 1 of this Agreement have been fulfilled.

Employees who retire shall be paid for accumulated vacation in addition to being paid for earned vacation "banked" exclusively for retirement, not to exceed a combined maximum total of fifty-six (56) days, provided they have fulfilled requirements for retirement established by the State Universities Retirement System.

A new full-time employee shall receive credit for vacation earned during his probationary period if he completes his probationary period successfully. If an employee is terminated during his probationary period, no vacation shall have been accrued.

Article XIII - continued

Section 2: Scheduling Vacations

All vacations must be approved by the employee's immediate supervisor. Preferences in granting vacation requests shall be by the order of seniority in the department for those employees who submit their vacation requests by March 15th of each year for the following twelve-month period (through March 14th of the following year).

These vacation requests will be approved or denied and communicated to the employees by April 1st. An employee is not permitted to request time off for paid vacation that is in excess of the time that will be earned and accumulated by the date of the request.

Requests received after March 15th of each year will be considered based upon the following factors:

- Employees will be required to accept available times without regard to seniority.
- Requests will be considered as they are received with preference given to those received the earliest.
- Vacations may be taken at any approved time during the calendar year except during the Winter Recess. A department supervisor may establish times that are not available for vacation scheduling based upon the department functions.
- Vacations must be requested prior to the start of the employee's scheduled work shift a minimum of two working days in advance of the day(s) requested.
- The supervisor, so far as is reasonably possible, shall approve vacation requests for the times most desired by the employees. However, the supervisor is expected to ensure orderly operations and is allowed to deny a request based upon the expected staffing needs at the requested time.
- Where possible, supervisors should provide cross training for employees to allow greater flexibility in granting vacation requests without compromising the ability to accomplish critical departmental functions.

Article XIII - continued

- Vacation time may also be used for unique circumstances in increments of not less than one hour in lieu of other earned time, with proper notification and approval of the supervisor.

If it becomes necessary for an employee to cancel a vacation request once it has been approved, the request to cancel should be made a minimum of three (3) working days in advance of the start of the approved vacation period. That available time period could then be requested by other interested department employees.

Vacation pay shall be computed on the employee's regular contract rate as of the date his vacation begins.

Section 3: Emergency Shutdowns, Utility Closing & Winter Recess

Emergency Shutdown

At times, there may be emergency shutdowns for inclement weather. Employees required by the College to work due to a shutdown for inclement weather, shall be paid at one and one-half (1 ½) times their regular rate of pay for the hours worked during that period until the College resumes normal operations. When an employee has arrived at work and the College has announced a shutdown closing, the employee should report to his supervisor to see if assistance with the emergency shutdown is needed before leaving. If an employee has reported to work, he shall receive two hours paid at one and one-half (1 ½) times his regular rate of pay.

Utility Closing

When utility interruptions require the College to close a building, campus or portion of a campus, employees presently at work impacted by the utility closing are to report to their immediate supervisor to be re-assigned to a different site or sent home. Employees not impacted by the utility interruption shall continue to work at the normal rate of pay. There will be an assessment period to determine the extent of the utility problem. During this time, all employees will be paid their regular wage and stay at work.

Article XIII - continued

When the utility interruption is determined to be lengthy, the Vice President for Administration and Finance may announce a utility closing. Those employees in the impacted area would remain working at the normal rate of pay for two hours.

After the declaration of a utility closing and the two hours checking the problem has occurred, impacted employees required to stay are to receive time plus half time for the remainder of their shift. After the declaration of a utility closing and the two hours checking the problem has occurred, employees sent home by their supervisor are paid the regular rate of pay to the end of the regular shift. Department supervisors will notify following shifts employees of the situation and their response to report or not to report to work according to the situation.

When the utility interruption has been restored, the Vice President for Administration and Finance will declare the College has resumed normal operations.

Scheduled Work during Shutdown or Winter Recess

The Board operations are reduced during Winter Recess which is the period between the day on which Christmas Day holiday is observed and the day on which New Year's Day holiday is observed.

All full-time employees in the bargaining unit not required to work when the College is on Winter Recess, or on any other normal workday during which the College shuts down its operations, shall be paid straight-time pay at their regular contract rates of pay for each of their regularly scheduled workdays in that period.

Any full-time employee, who is scheduled in advance to work a normal workday during the Winter Recess, or normal workdays during a scheduled shutdown period, shall be paid at the rate of one (1) times his regular hourly rate for each hour worked during that period. Any **part-time** employee shall be paid at premium rate which is one and one-half (1 ½) times the regular contract hourly rate for the employee's classification.

Article XIII - continued

Non-Scheduled Work during Shutdown or Winter Recess

A full-time employee who is not scheduled in advance but who is called to work during any shutdown or Winter Recess period shall be paid at one and one-half (1½) times his regular contract rate of pay for hours worked during that period, in addition to the regular rate of pay. A **part-time** employee who is not scheduled in advance but who is called to work during any scheduled shutdown period shall be paid at a premium rate for hours worked during that period.

Section 4: Holidays

Each regular full-time employee shall be paid eight (8) hours or ten (10) hours if part of their regular schedule at his contract rate of pay for the following holidays, provided the employee works a full workday his last regularly scheduled workday preceding and his first regularly scheduled workday after the holiday:

| | |
|-------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas Day |

Part-time employees shall be required to work his full regular scheduled shift both the day **before and after** the holidays observed by this agreement. Scheduled time off, which has been approved in advance or a verified illness may be required.

Each **Part-time** employee shall be paid his regular scheduled hours at his contract rate of pay for the following holidays:

| | |
|------------------|---------------|
| New Year's Day | Labor Day |
| Thanksgiving Day | Christmas Day |

An approved vacation, a personal leave day approved as specified in Article VIII, Section 1-A, or a verifiable illness on the employee's last regularly scheduled workday before or his first regularly scheduled workday after a holiday shall be sufficient justification for receiving holiday pay. If the day before

Article XIII - continued

and/or the day after a holiday is an unpaid leave day, no holiday pay shall be granted.

Any employee who may be required to work on any of the holidays listed above shall be paid one and one-half (1½) times his contract rate for actual hours worked, in addition to regular holiday pay.

All holidays shall be celebrated on the days indicated by the College calendar established and approved by the Board. If a holiday occurs during a scheduled vacation period, the employee on approved vacation may a) be paid for the vacation days plus the day of regular holiday pay or b) take an additional day of vacation with pay at a subsequent time as approved by his immediate supervisor.

Employees who do not work a Monday through Friday schedule during the holiday weeks, the following options would be available to those individuals:

1. Request a vacation day, per your supervisor's approval
2. Request a change in schedule for the holiday week to Monday through Friday

ARTICLE XIV

INSURANCE PROGRAMS

The Board reserves the right to change insurance carriers, to self-insure, to clarify or to amend the Plan Description so long as the same level of benefits is provided. Local No. ~~2189~~ 237 may appoint a representative to serve on the Insurance Committee.

Section 1: Health and Accident Insurance

Full-time employees have the option to participate in the College's group health and accident plan or to be excluded from coverage under the College group insurance program. Enrollment

Article XIV - continued

in the health care plan shall be limited to dates established at the discretion of the College.

Benefits shall be as outlined in the College's Health Care Plan Description booklet.

The College shall continue basic health insurance for an employee and his eligible dependents as long as long-term disability benefits are being paid to that employee, or until the employee reaches the age of sixty-five (65), whichever comes first. The employee shall be required to continue making the regular employee contribution for participating in the plan.

Section 2: Life Insurance and Long-term Disability

Each regular full-time employee shall be provided life insurance and accidental death and dismemberment coverage in an amount equal to two times the employee's annual base salary, carried to the next nearest five hundred dollars (\$500).

At age seventy (70), life insurance and accidental death and dismemberment coverage shall be reduced to fifty percent (50%) of the employee's salary, carried to the next nearest five hundred dollars (\$500). Coverage shall be reduced to thirty percent (30%) at age seventy-five (75) and to twenty percent (20%) at age eighty (80).

Full-time regular employees may be eligible for long-term disability benefits provided by either the College's insurance program or by the State Universities Retirement System (SURS).

After a SURS participant establishes two (2) years of service, he may qualify for disability benefits if he cannot perform the duties of his position because of illness. No minimum service shall be required if his disability results from an accident.

After sixty (60) calendar days of disability or the termination of salary or sick leave payments, whichever is later, a member may be entitled to fifty percent (50%) of his a) base salary on the date disability occurs or b) average earnings during the twenty-four (24) months immediately preceding the month in which disability occurs, whichever is greater.

Article XIV - continued

Disability benefits are payable until the member receives benefits equal to fifty percent (50%) of his total earnings while a member of the Retirement System, but such benefits are not payable after September 1 following the date he reaches the age of seventy (70).

While a member is receiving benefits, he continues to receive full protection under the Retirement System and acquires credit for retirement purposes.

After ninety (90) calendar days from date of accident or illness, those full-time employees not eligible for disability benefits under the State Universities Retirement System are covered by the College's long-term disability policy to age sixty-five (65). This policy covers a full-time employee after six (6) months of employment before State Universities Retirement System benefits are available and after they completely have been expended.

The College guarantees reemployment for a period of one hundred eighty (180) calendar days from the date on which the employee became disabled. If the employee's absence extends beyond one hundred eighty (180) days, reemployment would not be guaranteed but necessarily would be dependent upon the availability of a position for which the employee would be qualified and recommended as a new employee. Should reemployment occur, the employee's seniority date shall be the effective date of his return to regular full-time employment.

Section 3: Workers Compensation

Any occupational disability (accidents arising out of and in the course of employment and occupational diseases for illnesses resulting from exposure to or aggravation by hazards peculiar to particular employment) which is the result of employment may be covered by Workers Compensation. Employees who are injured during working hours at the College must report the accident as soon as possible to Health Services, even if the injury does not seem to warrant medical attention, so an official accident report can be prepared.

Time lost due to a job-connected occupational disability shall not be deducted from the employee's accumulated sick leave

Article XIV - continued

provided he qualifies for loss of time benefits under Workers Compensation insurance.

The College shall continue salary benefits through the first three (3) regularly scheduled actual working days, at which time Workers Compensation begins paying the individual for time lost. In the event the occupational disability extends beyond ten (10) regularly scheduled actual working days, Workers Compensation insurance shall pay from the first day of disability. The employee then would reimburse the College for the first three (3) working days compensation through payroll deductions.

Part-time employees shall receive Workers Compensation based on their base rate at the employee's regular scheduled hours; i.e., if working temporarily at a greater number of hours than their normal schedule at the time of disability, Workers Compensation pay will remain for their regular hours.

When an employee is disabled for more than three (3) working days, a medical authorization of disability is necessary to make that person eligible for temporary total disability benefits.

Section 4: Liability Insurance

The College shall carry liability insurance on its Board members and employees in accordance with provision for indemnity insurance outlined in the Illinois Community College Act.

The College has an excess blanket catastrophe liability policy which takes effect after the limits of liability in the general liability policy have been reached.

Section 5: State Universities Retirement System

All persons in this bargaining unit must participate in the retirement program provided by the State Universities Retirement System.

Retirement annuities shall be provided in accordance with the provisions of the State Universities Retirement System.

Article XIV - continued

Section 6: Retirement Notification and Insurance

Any employee as defined in Article I, Section 5 of this Agreement who is eligible to retire under the State Universities Retirement System and who notifies the Executive Director of Human Resources in writing at least six (6) full months in advance of the employee's retirement date shall receive a bonus. Full-time employees who fulfill the notification requirement receive a five hundred dollar (\$500) bonus and **part-time** employees who comply receive a three hundred dollar (\$300) bonus, payable upon retirement, provided no other early retirement incentive program is in effect.

ARTICLE XV

GENERAL

Section 1: No-strike Clause

Neither the Union nor any employee shall:

- A. engage in or in any way encourage, sanction or condone any strike, sympathy strike, slowdown, concerted stoppage of work or other action which interrupts or interferes with the amount or quality of work performed or the operations of the College, subject to these articles for the duration of this Agreement.
- B. picket the College or in any way prevent or deny or attempt to prevent or deny free ingress, egress or access to College facilities.

Any employee who violates the provisions of this Article may be disciplined by the Board. Such discipline may include one or more of the following: suspension, demotion, discharge, loss of seniority, loss of vacation/holiday pay or such other discipline as the Board may deem justified.

Article XV - continued

Grievances may be filed challenging such discipline, but the sole question which may be raised through the Grievance Procedure as to such discipline shall be whether the aggrieved employee engaged in the prohibited activity.

Section 2: No-lockout Clause

The Board agrees there shall be no lockout during the term of this Agreement.

Section 3: Temporary Full-time/**Part-time** Employees

A temporary full-time employee as defined in this Agreement shall mean an employee who is not employed to fill a regular full-time non-exempt classified position approved by the Board in the annually adopted budget but who works in excess of thirty (30) hours per week in a job classification within the bargaining unit.

A temporary **part-time** employee as defined in this Agreement shall mean an employee who is not employed to fill a regular **part-time** non-exempt classified position approved by the Board in the annually adopted budget but who works twenty-nine (29) or less hours per week in a job classification within the bargaining unit.

Temporary full-time and **part-time** employees may be employed to:

- a) work on specific projects of limited duration,
- b) relieve regular employees who are on a leave of absence
- c) augment the regular workforce to meet needs that may be occasioned by vacation, resignation, increased workload, illness, temporary disability or any other such conditions that may create short-term staff shortages.
- d) Seasonal need

Excluding all the aforementioned circumstances, any temporary **part-time** employee that has worked consecutively for more than one hundred and eighty (180) days due to "work load" shall be given **part-time** status which will include all benefits under this agreement.

Article XV - continued

Temporary employees after one hundred-twenty (120) calendar days of continuous full-time or **part-time** employment shall be eligible to be members of and be represented by the bargaining unit; however, no employee hired under this Section shall earn seniority rights while working in this capacity.

Fringe benefits earned by temporary full-time employees after one hundred-twenty (120) calendar days of continuous full-time employment shall be limited to sick days, vacation days, and holiday pay. These described benefits shall be earned in the same manner as those benefits shall be earned in same manner as those benefits would be earned by a regular member of the bargaining unit.

Fringe benefits earned by temporary **part-time** employees after one hundred-twenty (120) calendar days of continuous **part-time** employment shall be limited to earned paid time off and three (3) sets of uniforms. The earned paid time off benefits shall be earned in same manner as those benefits would be earned by a regular **part-time** member of the bargaining unit.

Temporary full-time and **part-time** employees who have worked ninety (90) calendar days or more and who subsequently are hired to fill a vacant position within the bargaining unit shall be deemed to have served their probationary periods, provided the temporary employment has been in the same job classification. Seniority shall not be retroactive. Temporary employees may be dismissed at any time without being given notice.

Section 4: Required License

When an employee is required by the job function to have a specific required license, the College will pay for the training and license fee. License obtained before employment will not be reimbursed. The employee would be required to successfully complete all training and testing for the license or certificate. The payment for the training and license fee would use established methods for training opportunities. The payment to the employee for reimbursement should occur in a timely manner. Subsequent renewal of required license will continue to be paid when the license is still a part of the job function.

Article XV - continued

The College does expect a standard of professionalism and knowledge to be demonstrated by the person holding the license. Some licenses are specific to Illinois Central College, which would make the license invalid away from the College facilities.

If an employee is not successful in attaining a required license or has the license revoked, he must report the situation to his supervisor immediately. When the license is required in certain job functions, consideration would be given regarding the failure to have the license and what problems that may create. When an employee is not able to accomplish his assigned job because he does not have a license, the problem is considered serious which may mean disciplinary action.

ARTICLE XVI

SAVINGS CLAUSE

Section 1: Savings Clause

The parties have entered into an Agreement which in their opinion is consistent with federal and state law. In the event of the invalidity of any provisions of this Agreement, such provisions shall be considered void and not enforceable; and the remaining provisions of the Agreement shall not be affected but shall remain in full force and effect. If either party desires, upon notice to the other, both parties shall negotiate a legal provision as a substitute provision. If no agreement is reached, further negotiations may be resumed at the regular negotiating time prior to the expiration date of this Agreement for resolution thereof.

ARTICLE XVII

DURATION, AMENDMENT OR TERMINATION

Section 1: Duration

This Agreement shall become effective January 1, 2015, and shall remain in effect to and including December 31, 2018. It shall continue in effect from year to year thereafter January 1 to and including December 31 of each year, unless notice for amendment or termination is given in the manner provided herein.


Section 2: Amendment or Termination

Either party desiring to amend or to terminate this Agreement must notify the other in writing no sooner than October 1 nor later than November 1 prior to the expiration date of this Agreement.

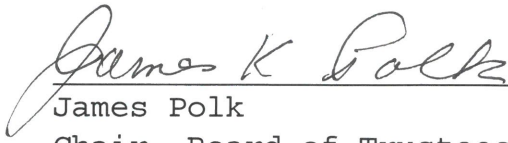
This agreement is made and entered into this day: January 1, 2015.

United Brotherhood of
Carpenters and Joiners
Of America, Local 237


Illinois Central College



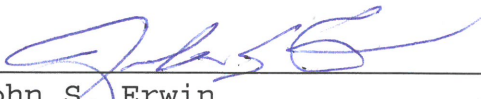
Jeffrey Diemer
Union Liaison



James Polk
Chair, Board of Trustees




Matt Bender
Field Representative, Local 237



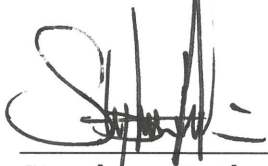
John S. Erwin
President



Jake Moody
Field Representative, Local 237



Bruce Budde
Executive Vice President
Administration and Finance



Stephen Heckwine
Executive Secretary Treasurer
MCIRCC

Appendix 1 - Pay Table

| Positions | 2015 | 2016 | 2017 | 2018 |
|--|----------|----------|----------|----------|
| <u>Food Service</u> | | | | |
| FOOD SERVICE ATTENDANT | \$ 17.00 | \$ 17.00 | \$ 17.00 | \$ 17.00 |
| <u>Part-Time</u> | | | | |
| GENERAL ATTENDANT | \$ 11.53 | \$ 11.85 | \$ 12.17 | \$ 12.51 |
| GENERAL ATTENDANT I | \$ 12.70 | \$ 13.05 | \$ 13.41 | \$ 13.78 |
| GENERAL ATTENDANT II | \$ 13.25 | \$ 13.62 | \$ 13.99 | \$ 14.38 |
| GENERAL ATTENDANT III | \$ 14.49 | \$ 14.89 | \$ 15.30 | \$ 15.72 |
| CATERING RATE (1) | \$ 16.00 | \$ 16.44 | \$ 16.89 | \$ 17.36 |
| <u>Housekeeping and Custodial</u> | | | | |
| HOUSEKEEPER | \$ 11.95 | \$ 12.28 | \$ 12.62 | \$ 12.96 |
| GENERAL HOUSEKEEPER | \$ 13.87 | \$ 14.25 | \$ 14.64 | \$ 15.05 |
| CERTIFIED HOUSEKEEPER | \$ 16.79 | \$ 17.25 | \$ 17.73 | \$ 18.21 |
| CUSTODIAN | \$ 23.00 | \$ 23.63 | \$ 24.28 | \$ 24.95 |
| <u>Part-Time</u> | | | | |
| HOUSEKEEPER | \$ 11.41 | \$ 11.72 | \$ 12.04 | \$ 12.37 |
| GENERAL HOUSEKEEPER (2) | \$ 13.43 | \$ 13.80 | \$ 14.18 | \$ 14.57 |
| RECYCLER | \$ 14.26 | \$ 14.65 | \$ 15.06 | \$ 15.47 |
| <u>General Operations</u> | | | | |
| GENERAL OPERATIONS ATTENDANT | \$ 15.21 | \$ 15.63 | \$ 16.05 | \$ 16.50 |
| GENERAL OPERATIONS (3) | \$ 16.70 | \$ 17.16 | \$ 17.63 | \$ 18.12 |
| GENERAL OPERATIONS I | \$ 18.69 | \$ 19.20 | \$ 19.73 | \$ 20.27 |
| GENERAL OPERATIONS II | \$ 23.44 | \$ 24.08 | \$ 24.74 | \$ 25.42 |
| SET UP OPERATIONS | \$ 20.00 | \$ 20.55 | \$ 21.12 | \$ 21.70 |
| SET UP OPERATIONS (2) | \$ 23.84 | \$ 24.49 | \$ 25.17 | \$ 25.86 |
| <u>Part-Time</u> | | | | |
| GENERAL OPERATIONS ATTENDANT | \$ 15.21 | \$ 15.63 | \$ 16.05 | \$ 16.50 |
| <u>Roads and Grounds</u> | | | | |
| GROUNDS ATTENDANT | \$ 15.50 | \$ 15.93 | \$ 16.36 | \$ 16.81 |
| GROUNDSKEEPER | \$ 17.05 | \$ 17.52 | \$ 18.00 | \$ 18.50 |
| GROUNDS MECHANIC | \$ 22.77 | \$ 23.40 | \$ 24.04 | \$ 24.70 |
| GROUNDS SPECIALIST | \$ 25.17 | \$ 25.87 | \$ 26.58 | \$ 27.31 |
| <u>Part-Time</u> | | | | |
| GROUNDS ATTENDANT | \$ 15.50 | \$ 15.93 | \$ 16.36 | \$ 16.81 |
| <u>Maintenance</u> | | | | |
| VEHICLE MECHANIC | \$ 25.29 | \$ 25.98 | \$ 26.70 | \$ 27.43 |
| VEHICLE SPECIALIST | \$ 27.82 | \$ 28.58 | \$ 29.37 | \$ 30.17 |
| <u>Part-Time</u> | | | | |
| VEHICLE ATTENDANT | \$ 15.33 | \$ 15.75 | \$ 16.19 | \$ 16.63 |
| GENERAL MAINTENANCE | \$ 21.42 | \$ 22.01 | \$ 22.62 | \$ 23.24 |
| CERTIFIED MAINT. MECHANIC | \$ 25.24 | \$ 25.93 | \$ 26.64 | \$ 27.38 |
| MAINTENANCE SPECIALIST | \$ 27.00 | \$ 27.74 | \$ 28.51 | \$ 29.29 |
| SKILLED MAINTENANCE | \$ 32.25 | \$ 32.90 | \$ 33.55 | \$ 34.22 |
| SKILLED MAINTENANCE (2) | \$ 34.05 | \$ 34.73 | \$ 35.42 | \$ 36.13 |
| SKILLED MAINTENANCE (2) | \$ 37.16 | \$ 37.90 | \$ 38.66 | \$ 39.43 |
| SKILLED MAINTENANCE TECHNICIAN | \$ 39.27 | \$ 40.06 | \$ 40.86 | \$ 41.67 |
| <u>Part-Time</u> | | | | |
| GENERAL MAINTENANCE | \$ 17.40 | \$ 17.87 | \$ 18.37 | \$ 18.87 |

(1) Rate applicable to a catering event outside of normal hours of operation.

(2) Rate for employees with seniority dates of 12/31/11 or earlier.

(3) Applicable to hires after 1/1/2015.

Grievant Signature: _____ Date: _____

Union Liaison or Designated Steward Signature: _____

Date Submitted to Immediate Supervisor: _____

Immediate Supervisor Signature of Receipt: _____

Step1

Date Orally Discussed with Immediate Supervisor: _____

Signature of Immediate Supervisor: _____

Settlement Reached: Yes____ No_____

Step 2 (Submit within (5) working days of Grievable Occurrence)

Date submitted to Department Director: _____

Signature of Department Director: _____

Step 3 (Submit within (5) working days of receipt of written answer given in Step 2 – Include the written received in Step 2)

Date submitted to Vice President for Administration & Finance: _____

Signature Vice President for Administration & Finance: _____

Drug and Alcohol Free Workplace Policy

Drug and Alcohol Free Workplace Policy

Purpose and Goal

ILLINOIS CENTRAL COLLEGE is committed to protecting the safety, health and wellbeing of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- This policy recognizes that employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on productivity and morale.
- As a condition of employment, Illinois Central College requires that employees adhere to a strict policy regarding the use and possession of drugs and alcohol.
- Illinois Central College encourages employees to voluntarily seek help with drug and alcohol problems. An Employee Assistance Program is available to full-time employees to help employees deal with addictions and other counseling needs.

Covered Workers

Any individual who conducts business for the organization, is applying for a position or is conducting business on Illinois Central College's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to all employees of Illinois Central College.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for Illinois Central College. Therefore, this policy applies during all working hours, whenever conducting business or representing Illinois Central College, while on call, paid standby, while on Illinois Central College property and at company sponsored events.

Prohibited Behavior

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor, notify Health Services) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

Notification of Convictions

Any employee who is convicted of a criminal drug violation in the workplace must notify Illinois Central College in writing within five calendar days of the conviction. The organization will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

Searches

Entering Illinois Central College property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of pockets and clothing, lockers, wallets, purses, briefcases, lunchboxes, desks and work stations.

Drug Testing

To ensure the accuracy and fairness of our testing program, ***all testing will be conducted by an independent third party (currently IWIRC)*** according to DHHS/SAMHSA guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

Each employee, as a condition of employment, will be required to participate in:

Pre-employment Testing: New prospective employees are subject to drug and alcohol screening to ascertain whether an applicant is capable of safely performing the duties and meeting the prerequisites of the employment offered.

Post-accident Testing: Employees shall be required to take a drug test after having been involved in, or after causing, an accident or incident, which caused or could have caused personal injury or damage to equipment or property. Testing of employees will be consistently applied to all employees. Drug and alcohol testing by use of blood will only be used for post-accident/incident testing when the employee is unable to provide a normal urine drug test and or breathe screen.

Reasonable Suspicion/Cause Testing: employees will be subject to a drug and alcohol test based on reasonable and articulated belief that an employee is using or has recently abused drugs, alcohol or substances prohibited by this program. A decision to test will be based on specific physical, behavioral, or performance indicators and is documented by a supervisor who has received training in the detection of possible symptoms of drug and alcohol use and confirmed by another supervisor.

Return to Duty and Follow-up Testing: Employees shall be required to successfully pass a drug and alcohol test upon release from an approved rehabilitation and or assessment program prior to being returned to work.

Each employee who holds a Commercial Driver's License (CDL) will participate in a program that adheres to DOT rules.

In both programs (CDL and non-CDL) the substances that will be tested for are amphetamines, cannabinoids, cocaine, opiates, phencyclidine (PCP) and alcohol.

Testing for the presence of alcohol will be conducted by analysis of breath. Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Consequences

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

1. In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may reapply after one year and must successfully pass a pre-employment drug test.

2. If an employee violates the policy, he or she will be subject to progressive disciplinary action, will be encouraged to use the EAP and may be required to enter rehabilitation. An employee required to enter rehabilitation that fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.
3. Any employee who tests positive will be immediately removed from duty and terminated immediately if he/she tests positive a second time or violates the Return to-Work Agreement.
4. An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.
5. Employees who provide two (2) diluted tests under this program will be encouraged to seek medical assistance to determine if there is a valid medical reason for the diluted results. If a medical reason cannot be determined or if the employee refuses to seek medical assistance follow up testing, if necessary, will be at the employee's expense.

Return-to-Work Agreements

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement (see appendix A) as a condition of continued employment.

Assistance

Illinois Central College recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Offers all full-time employees and their families' assistance with alcohol and drug problems through the Employee Assistance Program (EAP).

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Confidentiality

All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Use the Employee Assistance Program.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Refer employees to the Employee Assistance Program.
- Clearly state consequences of policy violations.

Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- The policy will be reviewed in orientation sessions with new employees.
- The policy and assistance programs will be reviewed at safety meetings.

Every supervisor will receive training to help him/her recognize and manage employees with alcohol and other drug problems.