

**AGREEMENT**

**JULY 1, 2023 TO JUNE 30, 2027**

**COLLEGE OF DUPAGE BOARD OF TRUSTEES**

**AND**

**LOCAL NO. 399, INTERNATIONAL UNION OF OPERATING  
ENGINEERS**

## TABLE OF CONTENTS

PREAMBLE .....	1
Article I.....	2
RECOGNITION .....	2
Article II.....	2
RIGHTS OF THE BOARD .....	2
Article III .....	4
GRIEVANCE AND APPEAL PROCEDURES.....	4
A.    GRIEVANCE PROCEDURE.....	4
B.    GRIEVANCE FILES.....	7
Article IV .....	7
MISCELLANEOUS .....	7
A.    UNION RESPONSIBILITIES.....	7
B.    LANGUAGE .....	7
C.    DUES CHECK OFF .....	7
D.    JURISDICTION .....	9
E.    WORKER’S TERMINATION OF EMPLOYMENT .....	9
F.    PROBATION.....	9
G.    DISCHARGE NOTICE .....	10
H.    NOTIFICATION .....	10
I.    WORKER’S RESPONSIBILITY.....	11
J.    AVAILABILITY .....	11
K.    ACTIVITY ACCESS.....	11
L.    SAFETY TRAINING .....	11
Article V.....	11
WORK HOURS.....	11
A.    TEMPORARY ASSIGNMENT .....	11
B.    SENIORITY .....	12
C.    EMERGENCY CALL BACK .....	12
D.    EMERGENCY DAYS.....	12
E.    HOURS OF WORK & OVERTIME .....	12
F.    ANNUAL SCHEDULE.....	13
G.    SUMMER SCHEDULE .....	15
H.    SHIFT and/or ROTATION.....	15

I.	OVERTIME LISTS .....	16
J.	ON-CALL .....	16
Article VI	.....	17
WAGES	.....	17
Article VII	.....	19
BENEFITS	.....	19
A.	FRINGE BENEFITS .....	19
B.	UNIFORMS.....	23
C.	INSURANCE STUDY ADVISORY COMMITTEE.....	24
Article VIII	.....	24
STANDARD RIGHTS	.....	24
A.	PRECEDENCE.....	24
B.	SAVINGS CLAUSE.....	24
C.	INTERRUPTION OF SERVICE.....	24
D.	WAIVER AND ENTIRE AGREEMENT .....	25
E.	NON-GUARANTEE .....	25
F.	SUBCONTRACTING .....	26
Article IX	.....	26
DEFINITIONS	.....	26
A.	POSITIONS - DEFINED.....	26
B.	TEMPORARY EMPLOYEES - DEFINED.....	27
C.	GENDER - DEFINED.....	27
D.	EMERGENCY - DEFINED .....	27
Article X	.....	28
DURATION OF AGREEMENT	.....	28

## **PREAMBLE**

WHEREAS, College of DuPage Board of Trustees (Board) and the International Union of Operating Engineers Local No. 399 (Union) have endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting the Board's relations with its employees insofar as such practices are appropriate to the obligations of the Board to retain the right to operate College of DuPage (hereinafter referred to as the "College") in a responsible and efficient manner and are consonant with the paramount interests of the public and the students of the College;

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Board by the statutes of the State of Illinois;

WHEREAS, it is the intention of the parties to the Agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and other employment conditions of the employees covered by this Agreement, to promote the maximum productivity of such employees, to prevent interruptions of work and interference with the efficient operation of the College, and to provide an orderly and prompt method for handling and processing grievances;

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

## **ARTICLE I**

### **RECOGNITION**

The Board recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and part-time operating engineers, maintenance mechanics and helpers / trainees employed in the Engineering Department, but excluding the chief operating engineer, assistant chief engineer, secretaries, all other employees, and any other managerial, supervisory, confidential, temporary, or part-time academic employees or students as defined under Section 2 of the IELRA.

“Employee” shall mean those people included in the bargaining unit.

## **ARTICLE II**

### **RIGHTS OF THE BOARD**

#### **GENERAL RECOGNITION OF RIGHTS OF THE BOARD**

Subject to the provisions of the Agreement and except as expressly provided otherwise by the terms of this Agreement, the Board of Trustees reserves and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities which include, but are not limited to the following:

- a. determine the budget of the employer and all departments;
- b. determine control and exercise discretion over the organization and efficiency of operations;
- c. direct the employees, including the right to assign work;
- d. hire, evaluate, promote, train, and schedule employees in positions with the employer;

- e. suspend, demote, discharge, or take other disciplinary action against the employees as deemed necessary subject to the grievance section;
- f. increase, reduce, change, modify, or alter the composition and established size of the workforce after notification to the union;
- g. set standards for services to the public;
- h. change or eliminate existing methods, equipment, or facilities;
- i. determine the purpose of each of its service areas;
- j. determine the locations, methods, means, and personnel by which new or temporary operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased;
- k. control, supervise, operate, and manage the College and its employees;
- l. make and issue work rules, policies, and procedures for the direction of employees after notification to the Union;
- m. determine the way work will be accomplished;
- n. the use of outside contractors subject to the maintenance of the established workforce and standard scheduled hours;
- o. determine and administer educational policy.

The Board of Trustees also retains all rights, authority, and discretion which are exclusively invested in the Board of Trustees or the President under governing law, ordinances, rules, and regulations as set forth in the Constitution and laws of the State of Illinois and of the United States. It is normally recognized that the Board exercises most of its powers, rights, authorities, duties, and responsibilities through the President and members of the administrative staff.

## ARTICLE III

### GRIEVANCE AND APPEAL PROCEDURES

#### A. GRIEVANCE PROCEDURE

A grievance is defined as a complaint that there has been an alleged violation, misinterpretation, or misapplications of a specific article or section of this Agreement.

Any individual, non-probationary employee who allegedly has been aggrieved may file a grievance.

Any and all adjustments resulting from use of this procedure must be consistent with the terms of this Agreement.

The grievance will be submitted in writing, signed by the alleged grieving employee(s), and will list the specific articles violated, describe the alleged incident, and specify the remedy requested.

In the event the grievance does not involve the supervisor, the grievance shall be initiated at Step 2.

In the grievance and appeal procedures, a working day is defined as a day when the College Business Office is open.

Step 1 An effort shall be made to resolve the grievance through informal discussion with the Chief Engineer, or the Assistant Engineer in the event of an absence of the Chief Engineer. If still unresolved, the grievance may be filed in writing with the Chief Engineer or Assistant Engineer, provided such shall be filed not later than three (3) working days following the event or action giving rise to the grievance. If requested by the Chief Engineer or immediate supervisor, the grievant shall meet to discuss the grievance. A written answer to the grievance

shall be given to the grievant no later than ten (10) working days following the meeting or the submission of the grievance, whichever shall be later.

Step 2 If the grievance is not settled satisfactorily as provided in Step 1, the grievance may be appealed in writing to the next level of supervision or designee within ten (10) working days after the Chief Engineer's or immediate supervisor's answer to Step 1. The written statement of the grievance shall be signed by the aggrieved employee(s) and shall include a statement of the provision(s) of the Agreement alleged to be involved and of the relief requested. The appropriate supervisor or designee shall schedule a conference with the aggrieved employee and his Union representative within ten (10) working days of the appeal to Step 2 and shall answer the grievance in writing within ten (10) working days after the conference.

Step 3 If the grievance is not settled in Step 2 and the employee desires to appeal, the employee shall appeal in writing to the College's Vice President of Administrative Affairs or designee within ten (10) working days of the date of the College's Step 2 answer. The Vice President of Administrative Affairs or designee shall investigate and answer within ten (10) working days.

Step 4 In the event the determination of the Vice President of Administrative Affairs is not satisfactory, and within twenty (20) days of an unsatisfactory answer in Step 3, the parties with the consent of the union grievance committee may mutually agree upon an arbitrator if the employee so requests in writing. If the parties cannot agree on an arbitrator within twenty (20) working days after the notification of intent to seek arbitration, the parties shall request a list of

arbitrators from the American Arbitration Association. The Union and Board, will alternate the striking of the names until one name is remaining. Except as provided by law, the parties shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

The fees and expenses of the arbitration (including stenographic expenses if mutually requested) shall be equally paid by the Union and the College. Each party will bear its own costs of preparation and argument.

A grievance must be filed and appealed within the time limits previously set forth above, or the grievance shall be considered settled on the basis of the last answer given. Steps in the grievance procedure may be waived with mutual agreement of both the Union and the College.

If a grievance is not heard and answered at any step in the process, the employee may proceed to the next step in the process. Failure or refusal of the Employer to meet with the Union representative for arbitration in accordance with the grievance procedure unless other appropriate legal steps are taken by the employer shall render the Union free to take any lawful action against the Employer.

B. GRIEVANCE FILES

Human Resources is charged with the responsibility of maintaining official files for all grievance cases. These files shall include a record of meeting dates, times, participants, evidence submitted, and all written communication regarding each case. These grievance files shall be kept separate from all other personnel files.

**ARTICLE IV**

**MISCELLANEOUS**

A. UNION RESPONSIBILITIES

The Union agrees that it will not conduct Union business during working hours and that requests for meeting room space must be cleared through the Vice-President of Human Resources or designee.

B. LANGUAGE

The use of profane and abusive language in and about the College premises is strictly prohibited.

C. DUES CHECK OFF

While this Agreement is in effect, the Employer will deduct from each employee's paycheck once each month, the uniform, regular monthly Union dues for each employee in the bargaining unit who has voluntarily filed with the Employer an authorization form. The Employer will honor all authorization forms received no later than fifteen(15) working days (i.e. days the Employer's administrative offices are open) prior to the next deduction date. If a conflict exists between the authorization form and this Article, the terms of this Article and Agreement control.

The employer shall remit total deductions collected for each calendar month to the Treasurer of the Union, with a list of employees for whom deductions have been made not later than the tenth (10<sup>th</sup>) day of the following month. In the event of a dues deduction error, the Union agrees to refund directly to the employee(s) any amounts paid to the Union in error.

Dues shall be withheld and remitted to the Treasurer of the Union unless or until such time as the Employer receives a timely Notice of Revocation of Dues Check Off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. The Employer will provide a list of employees for whom deductions were not made under this Article with any unknown information to the Treasurer of the Union, and this action will discharge the Employer's only responsibility with regard to such cases.

The actual dues amount to be deducted from bargaining unit employees who have executed an authorized form shall be certified to the Employer by the Treasurer of the Union and shall be uniform in dollar amount or based on a uniform rule or formula for each employee in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amount or rule or formula, which will determine the regular monthly dues once each calendar year during the life of this Agreement. The Union will give the Employer fifteen (15) days' notice prior to actual deduction made of any such change in the amount of uniform dues to be deducted.

The authorization form shall be provided by the Union. The authorization form shall remain in effect unless it is revoked in writing in accordance with the revocation

provisions contained in the authorization card. The Union shall notify the Employer of any revocations no later than the first day of the month following the month in which it receives notice that the card is revoked.

The Union shall indemnify, defend, and hold harmless the Employer and its officials, representatives and agents against any and all claims, demands, suits or other form of liability (monetary or otherwise) and for all legal costs, including but not limited to court costs and attorney's fees, that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article. If any improper deduction is made, the Union shall refund directly to the employee(s) any such amount.

D. JURISDICTION

In case jurisdictional disputes arise between representatives of Local 399, International Union of Operating Engineers, and those of other Unions, it is understood that such differences shall be settled among the unions concerned, with no stoppage of work.

E. WORKER'S TERMINATION OF EMPLOYMENT

Unless excused from this requirement by the Employer, or if termination of employment is occasioned by circumstances beyond the employee's control, the employee will give the Employer ten (10) working days notice before terminating employment.

F. PROBATION

New employees shall serve a probationary period of 180 calendar days following the date of their employment. The Employer shall have the right to transfer or dismiss

any employee for any reason whatsoever during the probationary period and the employee shall not have redress through the grievance or arbitration provisions within this Agreement.

G. DISCHARGE NOTICE

Except for discharge for intoxication, physical abuse of others, insubordination, habitual absences, gross negligence, willful destruction or theft of College property, or the unlawful use or possession of drugs or controlled substances, the Employer shall give to the employee written notice ten (10) days prior to the effective date of the discharge, or ten (10) days pay at option of the Employer, in addition to all other benefits which the employee had accrued to date of discharge. The day on which the notice is given shall be excluded from the ten-day period.

H. NOTIFICATION

The names and addresses of all employees newly hired or discharged shall be sent to the Union by the Chief Engineer within 72 hours after their hiring or discharge.

I. WORKER'S RESPONSIBILITY

Employees shall obey all orders of those in authority.

J. AVAILABILITY

The Union undertakes, when requested to do so, to stand ready to furnish the Employer reliable and competent engineers, if available.

K. ACTIVITY ACCESS

The College will provide the members of Local 399 access to College-wide social activities under the same terms and conditions as experienced by all other College of DuPage employees.

L. SAFETY TRAINING

Employee participation in College defined safety training courses is required, Time spent in required safety training will be considered work hours and any associated costs will be paid by the College.

The College will determine and provide required safety equipment needed to perform the work assigned to the bargaining unit members.

## ARTICLE V

### WORK HOURS

A. TEMPORARY ASSIGNMENT

An employee assigned by the supervisor to work in another classification on a temporary basis will be paid the rate for that classification beginning on the eleventh (11th) day of such assignment. Employees temporarily assigned to a lower grade classification for 11 or more days will not be reduced in pay rate.

B. SENIORITY

Seniority is the length of continuous service in the bargaining unit at College of DuPage. Employees with greater seniority will be provided first choice for layoff and call back when applicable within their respective classifications and/or lower classifications.

If employees with greater seniority do not voluntarily choose available layoff or call backs, layoff and call back will go to the less senior employees.

Seniority shall not be deemed to establish any right to the continuation of the performance of any work at the College nor to the continuation of any particular job classification or arrangement of duties within any job classification.

C. EMERGENCY CALL BACK

An employee who is called back to work outside his/her regularly scheduled shift after leaving the premises shall be paid for the hours worked, but at least a minimum of three (3) hours.

D. EMERGENCY DAYS

Employees required to work on emergency days when the College is closed, will receive eight (8) hours of straight time and eight (8) hours of comp time.

E. HOURS OF WORK & OVERTIME

The standard workweek shall consist of forty (40) hours standard scheduled hours exclusive of the lunch period.

The workweek for payroll purposes will commence at the beginning of the first shift on Sunday and terminate at the end of the last shift on Saturday. The workday shall be a period of twenty-four (24) consecutive hours commencing with the starting time of the employee's shift. Full-time employees shall be required to work at the regular hourly

rate for forty (40) hours per week. Employees may be assigned to work any five (5) consecutive eight (8) hour days plus extra time as previously scheduled or as necessary for an emergency at the discretion of the employer. Time worked in excess of forty (40) hours per week will be compensated at one and one-half times the employee's regular rate of pay.

Employees hired after July 1, 2011: For purposes of computing overtime, hours considered will include time worked, jury duty and supervisor approved absence for meetings. Employees hired after July 1, 2011 who do not have holiday and vacation days included in computing overtime, may reject an overtime opportunity without being dropped to the end of the rotation list.

Employees hired before July 1, 2011: For purposes of computing overtime, time worked will include holidays and vacation days.

F. ANNUAL SCHEDULE

The College will prepare an annual work schedule, posted on or before March 15 and September 15, respectively. The schedule shall follow a pattern of replication intended to provide reasonable determination of work schedules for successive periods. The annual schedule will be implemented for March 15, 2020.

In cases where a position is known to remain open due to extended illness, injury, or termination, the College will provide five (5) weekdays notice for employees to determine voluntary coverage of the position.

If voluntary coverage for an open position is not received by the College within three (3) weekdays of notification, the College will select individuals utilizing an

objective rotation method, initiating the selection process with the “next in line” recipient of overtime.

The College reserves the right to change work schedules whenever, in the opinion of the College, circumstances warrant. In such cases the College will attempt to make such changes with a minimum of five (5) weekdays notice. Emergencies may preclude such notice.

Employees must request non-emergency vacation time no later than the first Friday of each month for vacation to be taken in that month. The employee must make a concerted effort to give notice 4 weeks prior to any planned vacation of five days or more. On an exceptional case-by-case basis, requests for non-emergency vacation time may be approved by the Director, Facilities.

According to the following schedule, an employee’s vacation should be requested in one week (five consecutive scheduled work days) increments, (not to exceed two consecutive weeks in any request without prior approval by the Administrator),

Years of Service	Minimum Full Week(s)
0-10	1
11+	2

Employees will be responsible to secure replacement coverage if “on shift”. Vacation days requested after the effective date of the schedule and/or alternate vacation requests for denied vacation time will be reviewed in the order received subject to the needs of the College. Vacations will remain subject to the provisions of Article VII of the agreement.

Nothing in this section is meant to preclude the requirement for extra scheduled time and/or emergency work as the needs of the College require.

Holidays shall be set as per the college academic calendar to suit the needs of the college and employees shall be scheduled as described above in a pattern of replication. While there may be a reduced need for staff on holidays, if an employee's normal schedule and pattern of replication causes the employee to be scheduled to work on a holiday, the employee is required to work or to request paid leave time, as per the normal procedure. If staffing levels for a holiday deviate from the posted schedule, the employees will be given notice no less than 30 calendar days prior to the holiday, unless mitigating circumstances occur.

G. SUMMER SCHEDULE

The day shift (Preventative Maintenance) employees (not the shift employees) may elect to shift their hours to 6:00am to 2:30pm on Fridays during the period that the College implements Summer Hours. It is understood that the hours will be shifted by 2/3 majority vote.

During the summer hours employees shall work the full 40 hours and will be paid two (2) summer hours at their normal hourly rate, for a total of 42 hours of pay.

H. SHIFT AND/OR ROTATION

The College agrees that if a major change in shift times and/or rotation occurs, it will bargain the impact of such change with Local 399 upon demand provided such demand is served upon the College within 30 days of announcement of such change.

I. OVERTIME LISTS

The College will establish separate overtime rotation lists for Engineers and Mechanics. The overtime lists will be used by the Chief Engineer or designee to determine the selection of individuals for scheduled overtime. The College retains full and complete authority to determine whether to use the Engineer and/or Mechanic overtime list.

These provisions will not apply to situations where special qualifications of an individual preclude the use of the list, including but not limited to licensing and/or special training/ experience requirements in the sole opinion of the Chief Engineer or designee.

Scheduled overtime will be that which is pre-determined and posted on the periodically prepared work schedule. Scheduled overtime does not include emergency, early call-in or hold-over situations.

Damages in any grievance related to this article will be awarded with future scheduled assigned overtime only for the number of hours not properly scheduled.

For purposes of this provision only, “designee” shall not include any member of the College of DuPage Local 399 bargaining unit.

J. ON-CALL

When the Employer requires that an employee must be available and “on-call” for work and be able to report in a reasonable time, the employee shall be compensated at the rate of one (1) hour straight time for each eight (8) hour period or fraction thereof.

On-call pay shall be paid when the employee is clearly assigned by the Employer to be available to work and alter behavior by being within communication range, ready and able to answer the telephone or respond to pager, unimpaired and ready to work if

called, and unengaged in other activities that might hinder the employee's ability to respond promptly.

Employees assigned to be on-call who fail to respond or be available for work will be subject to disciplinary action. If an employee is assigned to be on-call by the Employer and, due to an emergency, that employee must take him/herself off on-call status, it is the employee's responsibility to notify the Employer as soon as practicable.

Selection for on-call assignments will utilize the overtime lists, as per Article V, Paragraph G, to include both Engineers and Mechanics to request voluntary assignments. If no volunteers are secured, the employer will assign the employee who has had the least on-call assignments. Ties will be broken by seniority with the least senior employee assigned.

Nothing in the Section compels the Employer to assign an employee to be on-call, or impairs the Employer's right to utilize usual overtime procedures and contractual rights and obligations described in other Sections, such as Article V, Paragraph D, Overtime, or Article V, Paragraph C, Emergency Callback.

## **ARTICLE VI**

### **WAGES**

Increase will be reflected on the soonest possible pay period following the Union's ratification and the Board of Trustees' approval of the CBA.

A. The following minimum wage rates will be in effect:

<u>Position</u>	<u>7/1/2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Engineer	\$49.43	\$50.91	\$52.44	\$54.01
Maintenance Mechanic 2	\$46.09	\$47.47	\$48.89	\$50.36
Maintenance Mechanic 1	\$29.58	\$30.47	\$31.38	\$32.32
Helper	\$20.34	\$20.95	\$21.58	\$22.23

During the term of this contract, a minimum of eight (8) Operating Engineers and (8) Maintenance Mechanic 2s will be maintained.

## ARTICLE VII

### BENEFITS

#### A. FRINGE BENEFITS

The College of DuPage will provide the following benefits to employees of the bargaining unit as noted below consistent with the specific benefit eligibility requirements:

##### 1. RETIREMENT and SAVINGS

BENEFIT	WHO PAYS	ELIGIBILITY	BENEFITS RECEIVED
<b>SURS</b>	Employee contributes 8% of gross compensation	Upon employment	Eligible to receive a retirement annuity when you satisfy SURS age and length of service requirements. Contact SURS or see <a href="http://www.surs.org">www.surs.org</a> for information.
<b>403b Plans</b>	Employee	Upon employment	Employees may arrange to have regular payroll deduction to participate. See Human Resources for details.
<b>457 Plans</b>	Employee	Upon employment	Tax deferred compensation programs available in accordance with Section 457 of the Internal Revenue Code. Contact Human Resources for more details.

##### 2. SURS DISABILITY

BENEFIT	WHO PAYS	ELIGIBILITY	BENEFITS RECEIVED
<b>LONG TERM DISABILITY- SURS</b>	The College	After 2 years of service.	State University Retirement System provides long term disability. See <a href="http://www.surs.org">www.surs.org</a> for details.

##### 3. VACATION

BENEFIT	WHO PAYS	ELIGIBILITY	BENEFITS RECEIVED
<b>VACATION</b>	The College	After the first 180 days of employment	One day for every 20 worked during the first five years. Maximum accumulation as of June 30 each year. Carry over maximum of two-year accumulation with written approval. Up to one day (in no less than ½ day increments) may be used each fiscal year for personal use with 48 hours notice.
<b>YEARS OF COMPLETED SERVICE</b>		<b>DAYS ACCUMULATED</b>	
1-4		13	
5-9		18	
10-14		23	
15+		24	
17+		25 days of vacation for employees with continuous benefitted service commencing prior to 7/1/2012	

4. HOLIDAYS

BENEFIT	WHO PAYS	ELIGIBILITY	BENEFITS RECEIVED
<b>HOLIDAYS</b> Full time employees scheduled to work on the holiday will receive the 8 hour holiday benefit. Employees who work on the holiday will receive time and one half for hours worked in addition to the holiday benefit.	The College	Upon employment (Floating holiday after 180 days of employment)	11 holidays plus 4 floating; New Years Eve Day (12/31), New Years Day (1/1), Martin Luther King Day, Memorial Day, Juneteenth, Independence Day (7/4), Labor Day, Thanksgiving Day & Friday After, Christmas Eve Day (12/24), Christmas Day (12/25).

Those not scheduled to work on the holiday will be eligible for another day off within the pay period (generally the College-recognized holiday) or the 8 hour holiday pay benefit. The employee may request a different day than the College recognized holiday. Approval is subject to the needs of the department. Decision as to the provision of time or pay will be based on the needs of the department and will be the sole decision of the Administration.

5. JURY DUTY

BENEFIT	WHO PAYS	ELIGIBILITY	BENEFITS RECEIVED
<b>JURY DUTY</b>	The College	Upon employment	Employees continue to collect their regular salary while on jury duty, but not in addition to jury pay. Jury pay is turned into the Finance Office.

6. HEALTH LEAVE

BENEFIT	WHO PAYS	ELIGIBILITY	BENEFITS RECEIVED
<b>HEALTH (SICK) LEAVE</b>	The College	Upon employment	16 workdays of health leave per fiscal year. New employees receive 64 hrs. for first six months (48 hours for 30 hour employees) with balance available after 6 months. Maximum accrual is 316 days including current year accrual. Up to 8 days per year (in minimum 4 hour increments) may be used for absences due to an illness, injury or medical appointment of the employee's child, spouse (domestic partner), sibling, parent mother-in-law, father-in-law, grandchild, grandparent or stepparent.
<b>FMLA (FAMILY/ MEDICAL LEAVE ACT)</b>	The College	After 1 year of employment 1,350 hours or more	Up to 12 weeks of Unpaid Leave with benefits continued as an active employee per Board Policy 15-120. See Human Resources for information.

7. BEREAVEMENT

BENEFIT	WHO PAYS	ELIGIBILITY	BENEFITS RECEIVED
<b>BEREAVEMENT DAYS</b>	The College	Upon employment	Up to five bereavement days per fiscal year for the death of a family member. These are subtracted from sick days. Family members include child, spouse, and parent, sibling, stepchild, foster child, grandchild, stepparent, parent-in-law, grandparent, brothers-and/or sisters-in-law. Employees may be allowed an additional five (5) days up to a maximum of ten (10) work days unpaid leave to attend a funeral of a child.

8. MISCELLANEOUS

BENEFIT	WHO PAYS	ELIGIBILITY	BENEFITS RECEIVED
<b>WITNESS DUTY (not related to College business)</b>	The College	Upon employment	Up to two days leave with pay may be granted for witness duty when subpoenaed for judicial proceedings.
<b>MILITARY SERVICE PHYSICAL EXAMS</b>	Employee/ C.O.D.	Upon employment	Leave without pay will be granted for military duty. One day's leave with pay will be granted for a physical examination for military duty.
<b>RESERVE UNITS</b>	Employee	Upon employment	When summoned for duty in a reserve unit, the College will pay employee the difference between military pay and College pays not to exceed ten days. After ten days, leave without pay is granted.

9. HEALTH / DENTAL / VISION INSURANCE

BENEFIT	WHO PAYS	ELIGIBILITY	BENEFITS RECEIVED
<b>PPO/HMO*</b>	The cost is shared between the College (80%) and the employee (20%)	Upon employment	See Human Resources for plan information.
<b>DENTAL PPO /DMO</b>	The cost is shared between the College (80%) and the employee (20%)	Upon employment	See Human Resources for plan information.
<b>VISION</b>	The cost is shared between the College and the employee	Upon employment	See Human Resources for plan information.

\*PPO/HMO- Unit members will participate in the medical insurance plans as part of the College medical insurance plan transition beginning in January 2017. In addition, beginning in plan year 2019, the College will pay one hundred percent (100%) of the single premium for the lowest cost medical insurance plan and eighty percent (80%) of the lowest cost plan premium for all other tiers. The College will standardize its premium contribution for the higher cost plan based on its dollar contribution for the lowest cost medical insurance plan. The unit member will pay the premium difference if they elect the higher cost plan.

10. LIFE INSURANCE

BENEFIT	WHO PAYS	ELIGIBILITY	BENEFITS RECEIVED
<b>LIFE INSURANCE/ ACCIDENTAL DEATH &amp; DISMEMBERMENT</b>	The College	Upon employment	The College provides \$50,000 basic term life insurance policy.

11. EDUCATION DEVELOPMENT AND TUITION WAIVER

BENEFIT	WHO PAYS	ELIGIBILITY	BENEFITS RECEIVED
<b>TUITION WAIVER</b>	Employee pays 1/3 of tuition at in-district rates, plus all fees	Upon employment	Employees and their eligible dependents may take credit classes through the College, paying 1/3 of the in district rates plus all fees (Retiree benefit – see 13).
<b>EDUCATIONAL DEVELOPMENT PROGRAM &amp; PROFESSIONAL DUES</b>	The College	After a 180 day probationary period	Up to \$1850 per fiscal year (July 1 to June 30) is available for tuition reimbursement with prior approval, Up to \$500 of the \$1850 may be used for professional dues (no union dues); up to \$240 may be used for health club membership, Weight Watchers or a similar program; up to \$600 per year may be used to reimburse pre-approved travel related expenses. See Human Resources for information.

**12. LEAVES OF ABSENCE (UNPAID)**

<b>BENEFIT</b>	<b>WHO PAYS</b>	<b>ELIGIBILITY</b>	<b>BENEFITS RECEIVED</b>
<b>PERSONAL LEAVE OF ABSENCE</b>	Employee	After 1 year of employment	Unpaid absence for personal or educational leave may be granted for up to one year without pay. Must apply in writing for prior approval. Medical/dental coverage for self and dependents may be continued at employee's expense (current group rate) during leave.

**13. RETIREMENT BENEFITS**

<b>BENEFIT</b>	<b>WHO PAYS</b>	<b>ELIGIBILITY</b>	<b>BENEFITS RECEIVED</b>
<b>RETIREMENT PLAN – MEDICAL</b>	The College	Upon completion of 10 years of benefited consecutive service and SURS minimum requirement to receive annuity submits notice of intention to retire to supervisor at least 3 months, but not more than 18 months	Eligible retiree reimbursed up to \$2,200 for medical insurance coverage to age 65. \$10,000 paid life insurance policy is also issued to retiree for up to 5 years after retirement.
<b>TUITION WAIVER</b>	Employee pays 1/2 of tuition at in-district rates, plus all fees	Upon completion of 10 years of benefited consecutive service and SURS minimum requirement to receive annuity submits notice of intention to retire to supervisor at least 3 months, but not more than 18 months	Retirees and their eligible dependents may take credit classes through the College, paying 1/2 of the in district rates plus all fees.

The Board contribution to insurance premiums will be capped at the prior year contribution plus the prior year cost of living increase. Should the insurance premiums increase by more than the prior year cost of living increase in any given year, the Insurance Advisory Committee will meet and recommend plan design changes necessary to reduce the premium increase to the published cost of living. Should the Insurance Advisory Committee fail to make recommendations, the Board will determine the changes necessary.

**Benefits are subject to change – see plan documents as applicable.**

B. UNIFORMS

The employer, in its sole discretion, may contract with an outside service for employee uniforms, which would include the items below. Laundering of uniforms shall be the responsibility of the Employee.

Each employee shall be furnished with six (6) new uniforms at the beginning of employment. Laundering of uniforms shall be by the employee.

Employees are required to wear clean uniforms in good repair. Seven (7) additional uniform pieces (shirt or pant) will be provided to each employee annually thereafter. Employees may “mix and match” shirt and/or pant choices as the employee’s needs dictate. Employees must wear their College-furnished ID tag and employee furnished safety shoes.

Union members may be allowed to wear one union button or badge on their uniform as long as the button or badge is not more than 2 inches wide, high or in circumference. The button or badge shall not disrupt the uniform look of the provided uniform clothing and shall not include anything that might be seen as anti-college or anti-college administration, inflammatory, offensive or any other symbols or wording deemed inappropriate by the college administration.

Upon termination, uniforms must be returned to the College if the employee has less than one (1) year of service, or deduction from the last paycheck will be made for the six (6) uniforms.

In addition, the College will provide the following which will remain property of the College:

1. Insulated coveralls
2. General purpose coveralls

These garments will be available from the Chief Engineer when assigned duty which requires use of such garments in the opinion of the Chief Engineer.

Employees must wear employee furnished safety-toed shoes meeting ANSI Z241.1 standards. The College will reimburse the Employee with up to a maximum of two hundred dollars (\$200) for the cost of safety shoes per year.

C. INSURANCE STUDY ADVISORY COMMITTEE

Local 399 may appoint one representative as a member of the Insurance Study Advisory Committee, subject to approval of other committee members.

## **ARTICLE VIII**

### **STANDARD RIGHTS**

A. PRECEDENCE

This Agreement shall supersede any policies, procedures, rules, regulations, or practices of the College which shall be contrary to or inconsistent with the terms of this Agreement and shall constitute the entire Agreement between the parties.

B. SAVINGS CLAUSE

If any provision of this Agreement shall be found contrary to law, then such provision shall not be deemed valid except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

C. INTERRUPTION OF SERVICE

The Union agrees that it will not, during the term of this Agreement, directly or indirectly engage in, authorize, or instigate any picketing, any strike, slow down, or other refusal to render full and complete services to the Board/College. The Union will make an attempt to inform each of its members not to engage in any of these activities.

D. WAIVER AND ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right which might otherwise exist under any law, practice, or custom to negotiate over any matters, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Nothing in this section shall prevent the parties from the ability to voluntarily agree to discuss any matter of mutual concern with respect to wages, benefits or conditions of employment.

E. NON-GUARANTEE

Recognition of the Union as bargaining agent is not intended to guarantee that any work currently or subsequently performed by employees covered by this Agreement shall continue to be performed by these employees. The College specifically retains the right to decide the nature of the specific work to be performed or whether it be performed at all. The College also retains the right to contract out any and all work of the bargaining unit within the provisions of the management rights clause of this Agreement, i.e., if

sufficient work is contracted out to warrant a reduction, change or modification in the size or composition of the workforce, it may be done after notification to the Union.

F. SUBCONTRACTING

The College agrees that if the College plans to subcontract the entire Engineering Department during the term of this collective bargaining agreement, it will bargain the impact of such change with Local 399 upon demand provided such demand is served upon the College within 30 days of announcement of such change.

**ARTICLE IX**

**DEFINITIONS**

A. POSITIONS - DEFINED

It is agreed that employees who, as a part of their regular duties and spend a majority of their time in the following operations, and are not otherwise excluded by the recognition statement of the Agreement, will be considered an operating engineer, maintenance mechanic or helper / trainee and shall be primarily but not exclusively responsible for:

Operating and maintaining or assisting in operating and maintaining all heating, ventilating, and air-conditioning equipment (HVAC), co-generation equipment, turbine motors, pumps, air-compressors, ice and refrigerating machines, fans, siphons, also automatic and power-oiling pumps and engines, operating or assisting in operating, maintaining all instrumentation and appurtenances utilizing energy from nuclear fission or fusion and its products, such as radioactive isotopes.

B. TEMPORARY EMPLOYEES - DEFINED

Temporary employees may be used to replace existing positions in the bargaining unit when a unit employee is absent from work due to an approved leave for up to 120 days, subject to extension by agreement with the Union and Vice President of Human Resources. Nothing in this definition shall prevent the employer from staffing positions when services are voluntarily withheld by employees.

C. GENDER - DEFINED

Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender and vice versa.

D. EMERGENCY - DEFINED

An unforeseen circumstance or the resulting state that calls for action as judged by past practice and/or the Chief Engineer or designee.

**ARTICLE X**

**DURATION OF AGREEMENT**

This Agreement shall be effective for the period July 1, 2023 to June 30, 2027. All conditions and benefits will be effective from July 1, 2023 to June 30, 2027. In the event no subsequent agreement is reached by July 1, 2027, the existing Agreement shall remain in effect until such time as a new Agreement can be reached.

This Agreement is signed this 22nd day of June, 2023.

College of DuPage

by Christine M. Fenne  
Christine M. Fenne  
Chairman, Board of Trustees

Local No. 399, International Union of Operating Engineers

Patrick J. Kelly  
By \_\_\_\_\_  
Patrick J. Kelly  
President & Business Manager

Vincent T. Winters  
by \_\_\_\_\_  
Vincent T. Winters  
Corresponding Secretary