

**AGREEMENT**

**JULY 1, 2019– JUNE 30, 2022**

**COLLEGE OF DUPAGE BOARD OF TRUSTEES**

**AND**

**CLASSIFIED STAFF ASSOCIATION, IEA-NEA  
(PAINTERS, GROUNDSKEEPERS,  
MECHANICS & CARPENTERS)**

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This Collective Bargaining Agreement ("CBA") is entered into by and between the Board of Trustees of the College of DuPage (College or College of DuPage) and the Classified Staff Association, IEA-NEA (Painters, Groundskeepers, Mechanics & Carpenters) (CSA, Union or Unit). The parties agree as follows:

### **ARTICLE 1: RECOGNITION**

The College of DuPage (College) recognizes the Classified Staff Association, IEA-NEA (Painters, Groundskeepers, Mechanics & Carpenters) (CSA, Union or Bargaining Unit) as the sole and exclusive representative of all regularly employed full and part-time Employees of the College of DuPage with the titles Athletic Grounds Technician, Carpenter, Corrective Repair Carpenter, Grounds Horticulture Technician, Grounds Irrigation Technician, Grounds Maintenance Technician, Grounds Maintenance Worker I, Grounds Maintenance Worker II, Maintenance Painter, Maintenance Painter Helper and Mechanic Automotive.

Excluded from this Agreement are all supervisory, managerial and confidential term employees as defined in the Illinois Educational Labor Relations Act ("Act"), including Grounds Maintenance Group Leader and the Carpenter Foreman.

### **ARTICLE 2: DUES / FAIR SHARE**

The College shall, upon written request of an Employee, withhold from the compensation of that Employee any dues (including payments or contributions) payable by such Employee to the Classified Staff Association, IEA-NEA (CSA). Each year CSA will notify the College in writing of its membership and exact amount of membership dues to be deducted.

Upon receipt of a voluntary authorization in writing by the Employee, the College shall deduct from the Employee's wages the amount authorized and forward such fee to the Union no later than fifteen (15) days following deduction.

The Union shall hold the College harmless from and against any and all claims, demands, actions, complaints, suits or other forms of liability that arise out of or by reason of actions taken by the College for the purposes of complying with this Article or in reliance on any list, notice, certification or assignment furnished under this Article.

### **ARTICLE 3: MANAGEMENT RIGHTS**

Except as expressly provided otherwise by the terms of this CBA, the College, through the Board of Trustees reserves and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities, including but not limited to, the right to determine staffing requirements, control, supervise, evaluate, discipline and manage the College and its employees; to determine and administer policies and procedures to operate the College; set budgets and otherwise retain 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 Constitutions and laws of the State of Illinois and of the United States and policies of the Board of Trustees. It is normally recognized that the Board exercises most of its powers, rights, authorities, duties and responsibilities through the President and members of the Administration.

Implementation of those rights shall be consistent with this CBA and with the Act.

#### **ARTICLE 4: NON-DISCRIMINATION**

Neither the College nor the Union shall discriminate against any Employee on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity and expression, union affiliation, or due to the exercise of rights contained in this CBA in accordance with applicable Board Policy, State and Federal laws.

#### **ARTICLE 5: UNION/MANAGEMENT COMMUNICATION**

##### **Article 5.1: Labor-Management Meetings**

The Union and the College recognize the importance of communications in maintaining good relationships. Meetings to discuss issues of mutual interest and/or concerns shall be held as requested by either party. Each party will provide the other party reasonable written notice stating the topic(s) to be discussed at such meetings. Employees will be in pay status for these meetings.

In addition to ongoing communication facilitated by the open door management approach in the department, the Union Officers and their immediate supervisor(s) shall meet monthly or as needed for the purpose of discussing concerns and/or issues of mutual interest.

##### **Article 5.2: Shared Governance**

The College solicits input from member organizations in the College community through the Shared Governance process. Accordingly, a representative from this bargaining unit is invited to participate on the Shared Governance Committee. The supervisor will determine the impact of such participation on the individual's workload and on the department. With prior supervisory approval, a committee member shall have the opportunity to attend when operational requirements permit without loss of pay or having to make up time. The failure of the College to grant such approval shall be non-grievable.

##### **Article 5.3: Designation of Officers/Supervisors**

The Union shall provide the College with a list of Union Officers which will be updated as necessary. The College will provide the Union with a list of supervisors of record which will be updated as necessary. The College will clarify extenuating circumstances that may dictate a different reporting structure.

##### **Article 5.4: Notification to Union**

The Union shall be notified of the hiring of all new Building and Grounds Employees whose job classifications are covered by this CBA within fifteen (15) calendar days of the date of such hiring.

#### **ARTICLE 6: UNION SUPPORT**

##### **Article 6.1: Use of Facilities**

The Union may utilize College meeting room facilities to meet with Employees covered under this CBA during non-working hours, provided the Union shall promptly reimburse the College for the facilities usage charge as normally required by the College. Such use shall not interfere with

any activity or function of the College. The Union will advise the Director, Facilities Operations or his designee of the date and time that such meetings are to take place and follow regular College procedures to request a College meeting room.

The College shall provide the Union with a file cabinet that locks in a space in the Campus Maintenance Center.

### **Article 6.2: Union Bulletin Board**

A separate bulletin board of reasonable size labeled "Classified Staff Association IEA-NEA, Painters, Groundskeepers, Mechanics & Carpenters" shall be available in the bargaining unit member's work area within the Campus Maintenance Center. The Union will provide the referenced label. Such bulletin board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed by an appropriate officer thereof. Such materials shall not be derogatory to the College or any person associated with the College and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Union).

## **ARTICLE 7: HEALTH AND SAFETY**

### **Article 7.1: Working Conditions**

Employees will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

If an Employee becomes aware of a potentially unsafe or hazardous condition, the Employee must report this situation immediately to their supervisor. The Employee and the supervisor will review any applicable rules, direction of protocols related to the assigned task. The supervisor will address any unsafe or hazardous condition before returning the employee to complete the assignment. If a building is evacuated due to an active bomb threat or terrorist attack, no Employee will be asked to respond in a fashion beyond that for which they have been trained for their role at the College, asked to search for a bomb or intervene in a terror attack.

### **Article 7.2: Health and Safety Committee**

There shall be a Health and Safety Committee comprised of one Grounds Employee, one Maintenance Employee, the Manager - Buildings & Grounds and the Director Facilities Operations. The Committee shall meet at least once a semester with the College's Coordinator of the Hazardous Materials, Environmental Health Safety Department, to review any safety concerns and identify potential Employee safety training. Union Employees on the Committee shall serve without loss of pay.

### **Article 7.3: 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 Employees. The College will consider recommendations of the Health and Safety Committee related to safety equipment needs.

## **ARTICLE 8: GRIEVANCE AND APPEAL PROCEDURES**

The College and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the College, Employees, and the Union. The College and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this CBA and accordingly, have included herein grievance and appeal procedures for the effective process and resolution of such disputes.

### **Definitions/Assumptions**

**Informal Resolution:** The parties acknowledge that it is preferable for an Employee and the College to resolve problems through free and informal communications prior to the filing of a grievance.

**Bypass:** By mutual written agreement, any step of the grievance procedure may be bypassed.

**No Reprisals Clause:** No reprisals shall be taken by the College or the Union against any Employee because of the Employee's filing of a grievance.

**Released Time:** The grievant(s) and a local Union officer shall be given reasonable release time with pay to attend grievance Step 1 through 4 meetings if held during regularly scheduled work hours.

**Extension of Time Limits:** Any time limits specified herein may be extended by the mutual agreement of the parties. Timeline extensions shall be documented

**Filing of Materials:** Grievances and Step Responses shall be maintained in files separate from the Employee Personnel Files.

**Grievance Withdrawal:** A grievance may be withdrawn at any level without establishing a precedent.

**Settlement:** By mutual agreement of the Union and the College, a grievance may be settled at any step with or without establishing precedent.

**Costs:** The fees and expenses of the Arbitrator shall be shared equally by the College and the Union. The parties likewise shall share the expenses of any transcript(s), which they may jointly request, but all other expenses, which may be incurred by either party, shall be borne by that party.

**Day:** is defined as a day (Monday – Friday) when the College administrative office is open.

**Grievance:** is defined as an allegation claiming misinterpretation or misapplication of a specific provision in this Agreement.

A grievance may be filed by any Employee or by the Union on behalf of an Employee(s).

Court reporters shall not be allowed to attend or record grievance meetings except by mutual consent.

A representative of the Union may elect to be present at each step of the process. A

Grievant may be represented by either a Union Officer or a Union representative, or any combination thereof at any meeting, hearing or appeal relating to a grievance, which has been formally presented.

The grievance will be submitted in writing, will list the specific articles violated, describe the alleged incident and specify the remedy requested.

The failure of the grievant(s) to act on any grievance within the prescribed time limits will act as a bar to any further appeal within the grievance procedure. If the College neglects to proceed or provide a response to the Grievance within the time limits, the grievance shall be deemed to have been denied. The grievance may be advanced, within time limits, to the next step of the grievance procedure.

Step 1. If the informal process fails to resolve the problem, the Grievant(s) or the Union may within ten (10) days of the time a grievance arises, or within ten (10) days of the time the cause of the grievance could reasonably have been known by the grievant, present a written, signed statement of grievance to the Department Manager and the Director of Labor & Employee Relations (with notification to the Union). Within ten (10) days of receipt of the grievance, a meeting will take place between the Grievant and a representative of the Union (if requested) by the Grievant and the Department Manager (and other management representative as appropriate). The Department Manager shall give the Grievant and the Union a written response within ten (10) days after the meeting.

Step 2. If the grievance is not resolved in Step 1, the Grievant may continue the grievance by forwarding it to the Director of Facilities Operations and the Director of Labor & Employee Relations, within 10 days of receipt of the Step 1 response. The Director of Facilities Operations (and other management representative as appropriate) or designee shall meet with the Grievant and a representative of the Union within ten (10) days of receipt of the grievance. The Director of Facilities Operations or designee shall give the Grievant and the Union a written response within ten (10) days after the meeting.

Step 3. If the grievance is not resolved in Step 2, , the Grievant may continue the grievance by submitting it to the Vice-President for Administration and the Director of Labor & Employee Relations within ten (10) days of receipt of the Step 2 response. The Vice-President for Administration (and other management representative as appropriate) or designee shall meet with the Grievant and representatives of the Union within fifteen (15) days after receipt of the grievance. The Vice-President for Administration or designee shall give a written response to the Grievant and the Union within ten (10) days after the meeting.

Step 4. If the Grievant is not satisfied with the disposition of the grievance by the Vice-President for Administration or designee, the Union may submit the grievance to final and binding arbitration before an impartial arbitrator.

Employees and the Union agree that if an Employee or the Union initiates an action in any other legal forum alleging essentially the same claim and pursuing the same remedy as sought in a



grievance, the grievance process will be stopped and the resolution of the issue will be subject to the jurisdiction of such other legal forum.

The Union shall notify the President and the Director of Labor & Employee Relations in writing of its intention to pursue arbitration within ten (10) days of receipt of the Vice-President of Administration's response.

The parties may mutually agree upon an arbitrator. If the parties cannot agree on an arbitrator within ten (10) days after the notification of intent to seek arbitration, the parties shall request a list of arbitrators from the Federal Mediation and Conciliation Services (FMCS). The parties will make a selection pursuant to the normal practices and procedures of the FMCS. The toss of a coin will determine the order of striking names with the coin toss winner selecting second.

The parties shall request that the arbitrator hold a hearing within thirty (30) days of the notice of selection.

The arbitrator, in rendering their decision, shall not amend, modify, nullify, ignore, or add to or subtract from any of the provisions of this CBA. The arbitrator shall consider and decide only the issue as to whether there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing by the Grievant(s) or the Union. The arbitrator's decision must be based solely on their interpretation of the meaning or application of the express relevant language of this CBA. The arbitrator shall be without power to make any decision or award which is contrary to, or inconsistent with, in any way, applicable laws, or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator is empowered to include in their award such remedies as shall be within their lawful authority. An arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the College under law or applicable court decisions. An arbitrator shall have the authority to order the restoration with or without back pay of employment of a dismissed Grievant pursuant to this section only if accompanied by a finding of a violation of the Grievant's substantive rights. The arbitrator in such cases shall reduce any back pay award by any amount earned by the Grievant during the period they were not working, and by any Unemployment Compensation payments received during such period. Any and all adjustments resulting from the use of this procedure must be consistent with the terms of this CBA.

## **ARTICLE 9: SENIORITY**

### **A. Definition of Seniority**

Seniority shall be defined as the length of continuous service in a Bargaining Unit eligible position within the College's Maintenance and Grounds Department. Accumulation of seniority shall begin from the Employee's first working day in the Bargaining Unit. For Employees who transfer into the Department from some other College department, eligibility for College retirement and vacation benefits shall be prorated from such Employee's earliest date of continuous benefit eligible employment in the College. In the event that more than one Employee shall have the same date of hire, seniority shall be determined by lot.

## **B. Part-Time**

Part-Time Employees shall accrue seniority on a pro rata basis.

## **C. Maintaining and Posting of Seniority Lists**

1. The College shall prepare and provide the seniority list to the Union by June 30<sup>th</sup> of each year. The Union will post the seniority list on the Union bulletin board. The College will provide the Union an initial seniority list within thirty (30) work days after the effective date of this CBA with revisions and updates prepared and posted annually thereafter.
2. Any Employee disagreeing with his/he seniority placement shall respond, in writing, to the College and the Union President within thirty (30) work days after the effective date of the posting.
3. Periods of layoff and/or absence of greater than one hundred eighty (180) calendar days shall not be considered in computing seniority. If an employee is absent due to a work-related injury (on worker's compensation) for a period not to exceed two (2) years and they are able to return to an equivalent unit eligible position for which they are qualified, they will retain their seniority.

## **D. Loss of Seniority**

1. Resignation
2. Dismissal
3. Retirement
4. Being on layoff for a period of eighteen (18) months
5. Employment in a position excluded from the CBA.
6. Failure to report for work at the end of an authorized leave of absence,
7. Found to be working during a leave of absence
8. Is absent without notice for three (3) consecutive workdays unless failure to give notice is beyond the reasonable control of the Employee.

## **E. Probationary Employees**

All newly hired Employees shall be considered probationary Employees until they successfully complete a one hundred eighty (180) day probationary period. Any leave granted during the probationary period will extend the probationary period by the length of the leave. The College 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 procedure. Upon satisfactory completion of the probationary period, the Employee will become a regular Employee of the College entitled to all the protections, obligations and benefits of this CBA.

Probationary Employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work in the bargaining unit.

## **F. Probationary Period for Transferred Employees**

A non-probationary Employee who transfers to another classification within this CBA shall serve a new probationary period of one hundred twenty (120) days. If, in the opinion of the supervisor, the Employee's work during the first sixty (60) days of the probationary period is unsatisfactory, the Employee reserves the option of transferring back to their prior position if the position is unfilled or is held by a temporary employee. If the pay rate of the prior position

is different from that of the position into which the Employee transferred, the Employee will be returned to the pay rate of their original position. For Probationary Employee Evaluations refer to Article 10.

### **ARTICLE 10: EMPLOYEE PERFORMANCE EVALUATION**

Employees are evaluated by the supervisor at least once a year in accordance with procedure established by Human Resources.

Performance evaluations will occur:

- midway through and at the end of the probationary period;
- and annually thereafter for a review typically for the period between 7/1 of the prior calendar year and 6/30 of the current calendar year.

When a non-probationary Employee receives an overall "Needs Improvement" rating the development of a formal "Performance Development Plan" (PDP) is required for the Employee. Employees who receive an overall rating of "Needs Improvement" on their performance evaluation will not be eligible for a pay increase on July 1<sup>st</sup>.

Assuming ongoing progress, the Employee will be formally re-evaluated the following January. If the Employee demonstrates improved and sustained performance resulting in an overall rating of "Meets Expectations", they will be eligible for an increase effective February 1<sup>st</sup> consistent with the increases awarded to Employees the previous July.

The original signed evaluation form is sent to Human Resources to be retained in the Employee's file.

### **ARTICLE 11: DISCIPLINE AND TERMINATION**

The College shall not discipline or discharge any post-probationary Employee without just cause.

#### **Levels of Discipline**

The College agrees with the tenets of progressive and corrective discipline, where appropriate. The levels of discipline may include the following actions:

1. Oral warning
2. Written reprimand
3. Suspension without pay not to exceed 30 days
4. Discharge

Prior to imposing discipline on the level of a suspension or greater, the College shall meet with the Employee and advise the Employee, in writing, of the nature of the discipline to be imposed. At that meeting, the Employee may present a rebuttal to the proposed discipline. At that meeting, the Employee may request the presence of a Union representative to advise the Employee.

Except in the case of a verbal warning, the College shall provide the Employee with a written explanation of the Employee action giving rise to the discipline in addition to the discipline imposed.

Final written warning and/or temporary suspension or termination/dismissal status may be the first step in the disciplinary procedure for more serious offenses, as determined by the Director, Facilities Operations in consultation with Human Resources upon the recommendation of the supervisor.

*Note:* Performance evaluation documentation may serve as a step in the disciplinary sequence.

### **ARTICLE 12: RIGHT TO REPRESENTATION**

When any Employee is required to appear before an Administrator or supervisor concerning any matter which is disciplinary in nature, or which could adversely affect their terms and conditions of employment, the Employee shall:

- A. Be given at least twenty-four (24) hours prior written notice of the reasons for such meeting or interview and,
- B. Be entitled to have a Union representative present to advise them and represent them during such meeting or interview.

The College retains the right to suspend or terminate an Employee without warning when such action is required to protect lives or property (excluding property broken in the normal course of work), to insure maintenance of order, or when the health and welfare of students or other Employees are endangered by the continued presence of the individual.

### **ARTICLE 13: PERSONNEL FILES**

Pursuant to the Illinois Personnel Records Review Act, an Employee may request in writing that the College permits the Employee to inspect any personnel documents that have been or may be used in determining the Employee's qualifications for employment, promotion, transfer, additional compensation, discharge, or other disciplinary action. The College will grant at least two inspection requests within a calendar year. An Employee shall have the right to examine their Personnel File within seven (7) days of the request and to have a representative of the Union accompany them in such review.

#### **Conditions and Procedures for Placement of Materials in File**

Only one official Personnel File shall be maintained. Material reflecting Employee performance may be placed in the Personnel File only if it has been reviewed with the Employee. The Employee shall acknowledge that they have reviewed such material by signing the document to be filed. Signature indicates acknowledgment they have reviewed the document, not necessarily agreement with the content of the document. The Employee may request copies of any materials in their Personnel File. The College may charge a reasonable amount for providing copies of Personnel File materials.

All formal evaluation and discipline documentation must be retained and available in the Personnel File.

#### **Right to Respond to Materials in File**

If an Employee disagrees with any information contained in the Personnel File, a correction of that information may be mutually agreed upon by the College and the Employee. If an

agreement cannot be reached, the Employee may submit a written statement explaining the Employee's position.

The College shall attach the Employee's statement to the disputed portion of the Personnel File. The Employee's statement shall be included whenever that disputed portion of the Personnel File is released to a third party as long as the disputed record is part of the file.

#### **ARTICLE 14: LAYOFF/RECALL**

If the College determines that a reduction in force is necessary, resulting in a decrease in the number of Employees covered by this CBA, all part-time Employees shall be laid off before a reduction in force of full-time Employees covered by this CBA. Reduction of full-time Employees covered by this CBA shall be accomplished by Employee classification in order of reverse seniority.

If the College determines to fill the affected positions within eighteen (18) months of the date of the reduction in force, these positions shall first be offered to those Employees who were laid off from the positions. Employees shall retain recall rights for one (1) year after a layoff from a full-time Bargaining Unit position. A written notice of recall shall be sent to the Employee via U.S. mail to the Employee's address on file with the College. Delivery of the notice shall be deemed to occur three (3) days after placement of the notice in the mail by the College. The Employee shall have ten (10) days from the deemed delivery of the notice to respond to the notice and report to work. An Employee, who fails to respond and report within the required period, shall lose all rights to reinstatement.

#### **ARTICLE 15: NO STRIKE PROVISION**

During the term of this CBA, the Union will not engage in, authorize, support or promote any strike, work stoppage, illegal picketing, slowdown or other unlawful acts exhibiting a refusal to work. The College may discipline any Employee who violates this Article.

#### **ARTICLE 16: NO LOCKOUT PROVISION**

During the term of this CBA, the College will not "lockout" any Employees covered by the terms of this CBA as a result of a labor dispute with the Union.

#### **ARTICLE 17: COMPENSATION - WAGES**

Effective July 1, 2019, the starting pay for all Grounds I workers will be increased to \$17.00 per hour.

Increase in the hourly wage rates for FY 2020 (July 2019) FY 2021 (July 2020) and FY 2022 (July 2021) will be based on the respective prior year Consumer Price Index for Urban Consumers percentage (as reported by the Bureau of Labor Statistics) plus one-half percent (0.5%); with total increases not to be less than one percent (1%) or more than three percent (3%) in either year to be implemented consistent with increase process in place for non-represented Classified Staff. If the College grants any other collective bargaining unit, excluding those that have a step structure, a FY 2020 FY 2021 or FY 2022 general annual pay

increase in excess of these percentages, the employees covered by this Agreement will be offered that same overall increase percentage for that year. This "me too" provision excludes any step increases given to collective bargaining unit with a step structure.

Increases will be reflected on the soonest possible pay period following the Union's ratification and Board of Trustees' approval of the CBA provisions with retroactive wages reflecting the increases and an additional hour of "call back pay" per the terms of Article 19 to be paid retroactive to July 1, 2019 via a separate check.

## **ARTICLE 18: COMPENSATION - HOURS OF WORK & OVERTIME**

### **Article 18.1 Workweek**

The regular full-time workweek schedule is generally 40 hours. The workweek begins at 12:01 a.m. on Sunday and ends on the following Saturday at midnight. Days approved for sick leave, vacation time, floating holidays, College observed holidays, absence for supervisor approved professional meetings, as well as actual time worked, are considered part of the workweek. Lunch periods are unpaid and are not part of the workweek.

Generally, regular work schedules are as follows:

- Grounds Employees: 6:30am to 3:00pm Monday through Friday
- Painters/Carpenters: 5:30am to 2:00pm Monday through Friday
- Mechanics: 6:30am to 3:00pm Monday through Friday

The College may change regular work schedules for specific projects (schedule change for the duration of the project) and/or other legitimate business reasons with thirty (30) days advance notice to the affected Employee.

### **Article 18.2 Overtime - Supervisory Approval**

Supervisors are responsible for the proper use of overtime and/or compensatory time. Hours worked in excess of 40 hours in a given workweek by an Employee can be permitted or scheduled in exceptional situations. Supervisors must maintain departmental records relative to overtime hours.

### **Article 18.3 Overtime List**

The College will establish an overtime rotation list. The overtime lists will be used by the Manager or designee to determine the selection of individuals for overtime work. The list will be based on seniority, with the most senior Employees being offered the work opportunity first. The College retains full and complete authority to determine whether to use the overtime list based on the specific skills required for the work involved. 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 Manager or designee.

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

### **Article 18.4 Overtime Pay**

All Employees may be required to work reasonable overtime hours. Employees who work in excess of forty (40) hours per work week will be compensated at the overtime rate of time and one-half. Hours considered worked in determining the forty (40) hours will include time worked, jury duty

and absence for supervisor approved professional training. All overtime work must be approved in advance by the Director, Facilities Operations or the authorized designee. The supervisor will notify the Employee at least one day in advance if it is necessary to work overtime (considered scheduled overtime) unless overtime is caused by an emergency.

Should an Employee be required to work on the seventh (7<sup>th</sup>) consecutive day in case of breakdown of machinery or equipment or other emergency requiring the immediate services of experienced and competent labor to prevent injury to person, damage to property or suspension of necessary operation, the Employee shall be compensated at an overtime rate of double time.

### **Article 18.5 Overtime - Compensatory Time**

Compensation for overtime hours will be through the compensatory time arrangements during the work week. However, if the Director, Facilities Operations determines that the use of compensatory time is not feasible, then the Employee will be paid for the overtime work.

### **ARTICLE 19: EMERGENCY CALL BACK & SNOW REMOVAL**

When an Employee who has left the workplace is called back to work (not including travel time), before the Employee reports for the next regularly assigned workday, the Employee will be guaranteed a minimum of two hours of work and pay at the Employee's straight time rate. Selection for call back assignments will utilize the overtime lists to request Employee volunteers. If there are no volunteers for overtime, mandatory overtime will be assigned in reverse seniority. Ties will be broken by seniority with the least senior Employee assigned. Failure to report to call back assignment, for emergency and/or snow removal, will be subject to progressive discipline.

These hours will be counted toward the forty (40) hour work requirement in a pay period for overtime pay calculations.

When an Employee is required to report to work one (1) hour or more before or after their regularly scheduled hours for emergency snow removal needs, the Employee will receive one (2) hours straight time pay in addition to their pay for hours worked. These hours do not count toward the calculation of overtime for the workweek.

Except when the College closes for emergency weather condition, when an Employee is required to report to work outside their regularly scheduled hours for emergency snow removal needs the Employee shall be paid at a rate of time and one-half for all hours worked outside their regular work schedule. In addition, those hours will count toward the forty (40) hour work requirement in a pay period for overtime pay.

Should the College close for emergency weather conditions and Employees designated as "emergency employees" are required to report to work, the Employee will be compensated at their regular rate of pay with any applicable overtime, for each hour worked while the College is closed, plus an eight hour comp day. These hours will count toward the calculation of overtime for the workweek. In addition, "emergency employees" will be paid for their lunch during such College closures.

The College and the CSA will continue ongoing discussions with intent to create mutually agreeable guidelines which support operational needs and staffing flexibility for emergency call back to include the following:

- A minimum of two (2) qualified facilities maintenance personnel to be assigned for

- each emergency call back;
- When an employee is called back for an emergency, that person will report to work within two (2) hours, barring extenuating circumstances;
  - Work distribution will be equitable;
  - Regular shift durations assignments will not be reduced to avoid overtime; and
  - Employees may submit short term notice of vacation request or request to take a day(s) without pay if the employee has worked more than nine (9) consecutive days, consisting of two weekends and five work days. Short notice vacation requests or day(s) without pay will be granted in consideration of the College's operational needs on a first come first serve basis.

**ARTICLE 20: FRINGE BENEFITS: VACATION, HOLIDAYS AND SICK LEAVE**

The College shall provide the following benefits:

<b>VACATION</b>	The College	After the first 120 days of benefited employment	Vacation is accrued each payroll period based on time worked (up to 40 work hours per week) according to the years of service below. Maximum accumulation as of June 30 each year is limited to 20 days.
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**VACATION FOR EMPLOYEES HIRED BEFORE 7/1/2012**

YEARS OF COMPLETED SERVICE	VACATION DAYS PER YEAR
Initial benefited hire date to less than 5 years	13
5 years, but less than 10 years	18
10 years, but less than 15 years	23
15-16	24
17 or more	25

**VACATION FOR EMPLOYEES HIRED ON OR AFTER 7/1/2012**

YEARS OF COMPLETED SERVICE	VACATION DAYS PER YEAR
Initial benefited hire date to less than 5 years	10
5 years, but less than 10 years	15
10 years or more	20

**SCHEDULING VACATION TIME**

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)
11+	2
5-10	1

Based on a first-come first-served basis, up to four (4) Employees can be approved for vacation at any given time. Should two Employees submit their request at the same time, seniority will determine the approval. During the Winter Break, based on a first-come first-served basis, up to seven (7) Employees can be approved for vacation at any given time.



<b>HOLIDAYS</b>	The College	Upon employment  Floating holiday available after 120 days of benefited employment	13 holidays plus 1 floating: New Year's Eve Day, New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Friday after, Christmas Eve Day, Christmas Day, and 3 additional days between Christmas Day and New Year's Eve Day.
<b>SICK LEAVE</b>	The College	Upon employment	16 workdays of sick leave per fiscal year. New employees receive 64 hours for the first 6 months (48 hours for 30 hour employees) with the balance available after 6 months. Maximum carryover is 300 days in addition to the current year accrual. Up to 3 days per year can be used for illness in immediate family (spouse, child or parent).

**ARTICLE 21: FRINGE BENEFITS: GENERAL EMPLOYEE BENEFITS**

The College shall provide the following benefits to the members of this group in accordance with the College's benefit policies and eligibility practices for Classified Staff Employees as described in the Classified Staff Information Guidebook and as amended from time to time.

BENEFIT	WHO PAYS	ELIGIBILITY	BENEFITS RECEIVED
<b>MEDICAL, DENTAL &amp; VISION INSURANCE</b>	The cost is shared between the College and the Employee	Upon employment	In accordance with the Plan Description(s).
<b>BASIC LIFE INSURANCE AND ACCIDENTAL DEATH &amp; DISMEMBERMENT</b>	The College	Upon employment	The College provides a \$50,000 basic term life insurance policy.

<b>LONG TERM DISABILITY STATE UNIVERSITIES RETIREMENT SYSTEM (SURS)</b>	Included as part of the 8% contribution to SURS	The Employee is eligible to receive this benefit after satisfying SURS requirements	As provided through SURS.
<b>HEALTH LEAVE BANK</b>	The College	6 months after enrollment	Health Leave Bank allows a match up to the Employee's accumulated sick leave as of the beginning of the fiscal year (7/1) after paid leave is exhausted (maximum of 60 days).
<b>BEREAVEMENT DAYS</b>	The College	Upon employment	Up to 5 bereavement days per incident for the death of an immediate family member and up to 3 bereavement days for other family members. These are subtracted from sick leave.
<b>RETIREMENT BENEFITS</b>	The College	Upon completion of 10 years of benefited consecutive service with COD and SURS minimum requirement to receive retirement benefit	Benefit eligible retiree is reimbursed up to \$2,200 for medical insurance premiums up to age 65; age 65 and over up to \$1,200 a year. \$10,000 paid life insurance policy for 5 years post-retirement. Retirees who were regularly scheduled to work 30 or more hours per week and their eligible dependents may take credit classes through the College, paying 1/2 of the in-district rate plus all fees.
<b>WELLNESS</b>	The College	Upon employment	Benefit eligible employees may participate in the Annual Health Screening event as arranged through the Benefits Department.

<p><b>TUITION WAIVER</b></p>	<p>The cost is shared between the Employee and the College</p>	<p>Upon employment</p>	<p>Employees and their income tax dependents may take credit classes through the College with reduced tuition. Employees pay 1/3 of in-district rates plus all fees. Employees and dependents may register on or after the registration date for Employees as published by the COD Registration Office. *</p>
<p><b>TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT</b></p>	<p>The College</p>	<p>After a 180 day probationary period</p>	<p>Up to \$1850 per fiscal year is available for tuition reimbursement with <i><b>prior approval.</b></i> Tuition reimbursement may apply to degree completion and general educational classes. Of the \$1850, up to \$500 of that may be used for professional dues (Union dues are not eligible); up to \$240 may be used for health club membership; up to \$600 per year may be used to reimburse pre-approved travel related expenses.</p>
<p><b>JURY DUTY</b></p>	<p>The College</p>	<p>Upon employment</p>	<p>Employees continue to collect their regular salary while on jury duty, but not in addition to jury pay. Jury pay is turned into the Cashier's Office.</p>
<p><b>WITNESS DUTY</b></p>	<p>The College</p>	<p>Upon employment</p>	<p>Up to 2 days leave with pay may be granted for witness duty when subpoenaed for judicial proceedings. Any witness duty pay is turned into the Cashier's Office.</p>

<p><b>SUMMER SCHEDULE</b></p>	<p>The College</p>	<p>During Summer, if College designates a Summer Work Schedule</p>	<p>Unit members will be scheduled to work 8.5 hours per day (including unpaid 0.5 hour lunch) Monday through Thursday and 4 hours on Fridays or in accordance with other options available to unit members during the Summer 2016 for the period that the College designates as the Summer Work Schedule.</p>
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\* Employees can register in advance of the general employee registration date for COD skill building classes (as approved by management) that are directly related to the Employees position if less than twenty percent (20%) of the enrolled students are COD employees.

*Benefits described in the Article are subject to change – see plan documents for applicable provisions.*

**ARTICLE 22: INSURANCE ADVISORY COMMITTEE**

One member of the Union may be identified by the Union as a representative to the COD Insurance Advisory Committee. This member will have the same rights and status of other constituency group representatives.

**ARTICLE 23: UNIFORMS**

At the beginning of employment, each Employee shall be furnished with six (6) new uniform sets (shirt and pant) as determined by the College. Employees are required to wear clean uniforms in good repair. Laundering of uniforms shall be the responsibility of the Employee.

Thereafter, up to seven (7) additional uniform pieces (shirt or pant) will be provided annually to each Employee. Employees may “mix and match” shirt and/or pant choices as the Employee’s needs dictate. Should the Employee require additional replacement uniform pieces, up to three (3) additional uniform pieces may be issued when the employee returns their worn out uniform pieces and requests an exchange. In addition, the College will provide seasonal outerwear, worn out or damaged seasonal outerwear will be replaced on an as-needed basis which, might include overalls and a jacket to be used in the execution of their duties.

Employees must wear employee furnished safety shoes. On an annual basis, the College will reimburse the Employee for fifty percent (50%) of the cost of appropriate occupational shoes as approved by management up to a maximum reimbursement of one hundred dollars (\$100) per year.

**ARTICLE 24: BENEFITS-UNPAID TIME OFF**

If the College continues to offer unpaid time-off benefits, the College shall provide them to the members of this Bargaining Unit in accordance with the College's policies and practices for benefited Classified employees as described in the Classified Staff Information Guidebook and amended from time to time. The College will comply with all current and any new or amended Federal and State mandated leave requirements, including Family Medical Leave (see Board Policy 15-125 Unpaid Family and Medical Leave Absence) and Military Leave (see Board Policy 15-130 Military Leave of Absence).

BENEFIT	WHO PAYS	ELIGIBILITY	BENEFITS RECEIVED
<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 1 year without pay. Must apply in writing and receive prior approval. Medical/Dental coverage for self and dependents may be continued at employee's expense (current group rate) during leave.
<b>SCHOOL VISITATION LEAVE</b>	The College if paid time available. The Employee if no paid time available.	Upon employment	Up to a total of 8 hours per school year if cannot be scheduled during break hours. In no more than 4 hour increments.
<b>VOTING LEAVE</b>	Employee	Upon employment	Up to 2 hours to vote in general elections if unable to vote outside work hours
<b>MILITARY LEAVE</b>	The cost is shared between the Employee and the College.	Upon employment	When summoned for duty in a reserve unit, the College will pay the employee the difference between military pay and the College pay, not to exceed 10 days. After 10 days, leave without pay is granted.
<b>MILITARY SERVICE PHYSICAL EXAMS</b>	The College	Upon employment	1 day leave with pay will be granted for a physical examination required for military duty.
<b>FMLA (FAMILY MEDICAL LEAVE ACT)</b>	The College	After 1 year of employment and 1,250 or more hours worked in the year leave is requested	Up to 12 weeks of Unpaid Leave with benefits continued as an active employee per Board Policy 15-120. See Human Resources for information.

**ARTICLE 25: BENEFITS—VOLUNTARY**

If the College continues to offer voluntary benefits, the College shall provide them to Bargaining Unit members in accordance with the College's policies and practices for benefited Classified employees as described in the Classified Staff Information Guidebook as amended from time to time.

<b>BENEFITS</b>	<b>WHO PAYS</b>	<b>ELIGIBILITY</b>	<b>BENEFITS RECEIVED</b>
<b>OPTIONAL LIFE INSURANCE AND ACCIDENTAL DEATH &amp; DISMEMBERMENT</b>	Employee	Upon employment	Additional insurance may be applied for. Please contact the Benefits Department in Human Resources for information.
<b>LONG TERM DISABILITY - VOLUNTARY</b>	Employee	Upon employment	Pays up to 65% of gross monthly earnings after the greater of a 90-day elimination period or the end of accumulated sick leave. Offset with SURS.
<b>LONG TERM CARE</b>	Employee	Upon employment	Employees can purchase Long Term Care insurance for themselves, spouse, parents, in-laws or grandparents. For plan options and details, visit UNUM Long Term Care.
<b>DEFERRED COMPENSATION 403b &amp; 457 Plans</b>	Employee	Upon employment	Contributions are voluntary and made through payroll deductions. For plan options and details, visit the Plan Administrator website VALIC
<b>FLEXIBLE SPENDING ACCOUNT</b>	Employee	Upon employment	The College offers Flexible Spending Accounts (pre-tax) for medical and dependent care expenses.

**ARTICLE 26: SEVERABILITY CLAUSE**

If any provision of this CBA or any application of this CBA to Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall be continued in full force and effect.

Within ten (10) days of the effective date of a change in the law, the parties shall meet at the request of either party to discuss the effects of the change.

If the parties cannot agree the matter shall be subject to the grievance / arbitration provisions only for interpretation of the effects of the change in law.

**ARTICLE 27: DURATION OF AGREEMENT**

This CBA shall be effective upon ratification by the Union and approval of the Board of Trustees. All conditions will be effective through June 30, 2022 as described in this document. In the

event no subsequent Agreement is reached by July 1, 2022, the existing Agreement shall remain in effect until such time as a new Agreement can be reached.

If the parties agree, the College and the Union reserve the right to re-open the wage and/or benefits provisions should the College experience significant and unplanned expense due to legislative, pension (for example SURS funding allocations) or tax changes (for example Affordable Care Act) resulting in increased College expense and liabilities.

This CBA is signed this \_\_\_\_ day of February, 2020.

In witness thereof:

Board of Trustees

Classified Staff Association, IEA-NEA  
(Painters, Groundskeepers, Mechanics &  
Carpenters)



Frank Napolitano  
Chairman



Christine Fenne  
Vice-Chairman



Roger Behling  
President



Timothy Follin  
Vice-President



## **APPENDIX A- MEMORANDUM OF UNDERSTANDING**

### **Memorandum of Agreement on Subcontracting**

The College of DuPage (COD) and the College of DuPage Classified Staff (CSA) agree to enter into a Memorandum of Agreement (agreement) to address the issue of subcontracting of CSA bargaining unit work. This agreement will conclude per the expiration of the parties' collective bargaining agreement, but may be renewed upon mutual agreement of the parties.

This agreement is subject to the following conditions:

1. COD and CSA agree that per the terms of this agreement, bargaining unit duties may be contracted out to non-bargaining unit employees subject to the mutual agreement of the parties; which may include, but is not limited to: pesticide spraying, mowing of sloped areas; weeding of flower beds; mulching of trees, shrub and tree trimming and irrigation;
2. Each contracted out project must be of a fixed duration;
3. Prior to the sub-contracting of any bargaining unit work, the College agrees to the following:
  - a. Offer any bargaining unit member who has been laid off the opportunity to be recalled for the duration of the project, provided that the member is qualified to perform the work;
4. By entering into the subcontracting agreement the intent of the parties is to augment the CSA bargaining unit workforce by hiring subcontractors to complete specific projects as outlined in paragraph one. Under no circumstance shall non-bargaining unit workers hired to perform bargaining unit work be allowed to replace CSA bargaining unit members. No bargaining unit member shall have their hours reduced or be laid off as a result of sub-contracting bargaining unit work. Bargaining unit members shall be offered overtime opportunities per the terms of the contract, and will be offered based on the duration, size and scope of the project.

5. The parties agree to meet by July 1, 2020 (the end of the first year of the collective bargaining agreement) to discuss any concerns and upon mutual agreement may elect to make changes including additions to this agreement.
6. The terms of this MOU shall be subject to the parties' grievance procedure.
7. All current bargaining unit members, based upon the date of the signing of this agreement, shall receive a one-time payment of five hundred dollars (\$500) applied to their base salary which is broken down to a total of \$.24 per hour to the base salary. This one-time payment is separate and apart from the bargained wages as outlined in Article 17 of the collective bargaining agreement.
8. COD agrees to make equity salary adjustments to the following bargaining unit members, Clayton Beilfuss, Kevin Medina and Daniel Fahlgren as identified in the attached Exhibit A.
9. For 2019-2020 and 2020-2021, COD agrees that Roger Behling will receive the full wage increase as outlined in Article 17 of the collective bargaining agreement. For 2021-2022 any wage increase will revert to the current practice of payment by stipend for any amount exceeding his pay grade range.

For the Union

For the College

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\_\_\_\_\_

*Date* \_\_\_\_\_

*Date* \_\_\_\_\_