AGREEMENT

BETWEEN

COLLEGE OF LAKE COUNTY COMMUNITY
COLLEGE DISTRICT NO, 532
LAKE COUNTY, ILLINOIS

AND THE

COLLEGE OF LAKE COUNTY STAFF COUNCIL
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

JULY 1, 2014

TO

JUNE 30, 2018
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ARTICLE I
RECOGNITION AND SCOPE

A. Recognition

The College of Lake County District 532 Board of Trustees ("Board") recognizes the College of Lake County Staff Council ("Union") as the exclusive bargaining agent for custodians, lead custodians, maintenance engineers, lead maintenance engineers, HVAC engineers, lead HVAC engineers, grounds persons, and lead grounds persons, Southlake facilities lead, Southlake maintenance mechanic, Southlake custodian, Office Assistant-Campus Services, Office Associate-Campus Services and Shipping and Receiving Technician-Campus Services for all matters mandatorily negotiable under the Illinois Educational Labor Relations Act. All persons exempt under the Illinois Educational Labor Relations Act shall be excluded from the bargaining unit.

B. Integrity of the Unit

The Board agrees that it shall not negotiate with any other employee organizations with respect to the members of the bargaining unit identified in the preceding Section. The Board also agrees that it will not bargain with respect to negotiable items with any individual member of the bargaining unit except as provided herein.
ARTICLE II
UNION RIGHTS

A. New and Modified Positions

The Board shall promptly notify the Union President or designee of its intent to add new bargaining unit positions, or to change or delete existing bargaining unit positions, before implementation. The parties shall meet within fifteen (15) days of the Board notification to bargain such Board proposal.

In exchange for Union dropping integrity of bargaining unit proposal and maintain current language.

B. Dues Deduction

Union Dues or Fair Share deduction will begin on an employee's first regularly scheduled paycheck immediately following initial date of hire. The Board shall deduct from the employee's wages the amount of Union dues each pay period. The Treasurer of the Union or designee shall designate the amount of such deductions to the Board in writing.

The Union may change the method or amount of such deductions upon written notice to the Board provided such shall not be changed more than once each fiscal year. The dues shall be forwarded to the Union not later than fourteen (14) days after such deductions have been made. A list of employees from whose pay the dues have been deducted, along with the amounts deducted or to be deducted from each shall be forwarded to the Union not later than fourteen (14) days after the first such deductions have been made.

The Union shall defend and hold the Board harmless for any action pursuant to this Section.

C. Voluntary COPE Checkoff

Upon receipt of a voluntary authorization in writing by an employee, the Board shall deduct from the employee's wage the amount authorized by the employee for the Union Committee on Political Education (COPE). Such deduction shall be made the last paycheck in October and forwarded to the Treasurer of the Union not more than fourteen (14) days after such deductions were made along with a list of employees from whose pay such deductions were made and the amount deducted for each, provided such authorization shall be received no less than fourteen (14) calendar days prior to the date of such deduction.

Union dues and COPE deductions shall be mailed in separate checks.

D. Union Meetings

The Union shall have the right to meet on College premises at such times and places that do not interfere with the operation of the College. The Union shall schedule such meetings with the appropriate person in advance of such meetings and shall promptly reimburse the College for any expenses, if any, in connection with the preparation for or cleaning up subsequent to such use. Nothing herein shall imply that any employee has the right to attend such meeting if scheduled to be at work during the time of such meeting. This Section shall not apply to any meeting of more than fifteen (15) persons if less than seventy percent (70%) of those in attendance are members of the bargaining unit.
E. Release Time for the Union

The Board shall grant release time to the Union in the amount of three (3) days per calendar year, without loss of pay or compensatory time. Such release time may be used as full days or fractions of days. The Union shall give advance notice of the use of such release time and shall certify that such time is to be used to conduct Union business.

F. Use of Equipment and Supplies

Employees shall have the right to use College reproduction equipment and supplies for Union purposes, provided that such equipment is used by a person qualified to do so, and that the use of supplies is not abused. The Union shall reimburse the Board for the reasonable cost of use of supplies if requested by the Board. Such use shall not occur on the employee's work time and shall not interfere with the regular College program.

G. Bulletin Boards and Distribution of Materials

The Board shall provide bulletin board space which is accessible to bargaining unit employees, at the Grayslake and Lakeshore campuses, for use by the Union for the posting of its materials. The Union may distribute a reasonable amount of materials to bargaining unit members through the College's regular distribution system, provided such does not interfere with the operation of the College, and provided the Union shall pay any fees or other charges required by the United States Postal Service. The Union may continue to use the mail trays in the custodial office area as long as no distribution shall occur unless a non-unit supervisor is present during such distribution.

H. Public Records and Board Agenda

The Board shall deliver to the Union a copy of the agenda, if any, and Board meeting packet (except confidential material) of any regular or special meeting of the Board, including committee meetings. Such shall be given to the Union President or designee as far in advance of such meeting as is feasible under the circumstances. A copy of the minutes of such meeting shall likewise be promptly delivered to the Union following their approval by the Board.

Upon request, the Board shall deliver to the Union, within a reasonable period of time, public records which are necessary to permit the Union to fulfill its responsibility as bargaining agent provided a reasonable charge for the reproduction of such records may be made by the Board.

I. Participation at Board Meetings

The President of the Union or designee shall be accorded the privilege of addressing the Board of Trustees at a regular meeting for a reasonable period of time (not to exceed ten [10] minutes). Collective bargaining, grievances, individual personnel issues or other subjects which are appropriately discussed by the Board in executive session, shall not be discussed by the Union during its presentation.

This Section shall be applicable only if current legislation authorizing public presentations at Board meetings shall be repealed or declared invalid.
J. **Board Policies**

The Board shall deliver one (1) copy of its official policies, rules, regulations, and handbooks, and all subsequent changes to the Union President or designee at such time they become available.

K. **Representation on Committees**

The Union may appoint at least one (1) representative to those College committees that discuss subject matter covered by this Agreement. These committees shall be the Benefits Review Committee, the Safety Committee, and any other committee agreed to by the Board and the Union.

L. **Fair Share**

In the manner set forth in the Illinois Educational Labor Relations Act, Section XI, all non-members may be charged a fair share fee. Such fair share fee shall be deducted from each non-member as in the same manner as dues check-off in Section B above.

The Union President shall notify the Board, in writing, if an individual qualifies for fair share. The Union agrees to indemnify and hold the Board harmless from any claims, demands, suits, or other form of liability which may arise by reason of any action taken or omitted by the Union or the Board in compliance with the provisions of this Section.

M. **Labor-Management Committee Meetings**

The Labor-Management Committee shall meet at least once every three (3) months (or more frequently as may be mutually agreed) and shall consist of College administrators/supervisors and Union appointed designees. The Director of Facilities and the Union President will be regular participants and the Vice President for Administrative Affairs and the Director of Human Resources shall make a good faith effort to attend and participate in these meetings. The Labor-Management Committee is to discuss labor-management concerns and make reasonable efforts to investigate and rectify these concerns. The secretary to the Vice President of Administrative Affairs (or his or her designee) shall record minutes of such meetings and share these minutes with all members of the Committee including the Vice President for Administrative Affairs, the Director of Human Resources, the Union President, and the Union Secretary.
ARTICLE III
EMPLOYEE RIGHTS

A. Non-Discrimination

Neither the Board nor the Union shall discriminate against any employee on the basis of Union activity or membership. This Section shall not be subject to the arbitration provisions of the grievance procedures of this Agreement.

B. Vacancies

Vacancies in existing or newly created positions and their job descriptions and rate of pay shall be posted on the Human Resources electronic system located on the HR webpage for ten (10) working days. Prior to this posting on the HR webpage, the College shall send notice of the new posting via a mass email to all bargaining unit members. As used herein, “vacancies” shall mean the filling of a position which directly or indirectly requires the employment of someone not then a member of the bargaining unit. Employees (by seniority and not currently on a performance standard) working in the same position (including employees who work as leads) who apply online shall have first priority to the vacant or new position over external applicants. For example, if there is an opening for a custodian position, and any custodian (or any lead custodian) applies, the custodian (or the lead) shall be appointed to that position before an applicant from outside the bargaining unit.

When an employee initiates and voluntarily transfers to another position or shift, the employee’s salary shall be reduced proportionately to the range of the job category and shift of the new position.

These provisions and the aforementioned procedure shall not apply to a vacancy for a Lead Custodian or Lead HVAC Mechanic, Lead Grounds person, or any other position in the bargaining unit with a title of "Lead" and which has the responsibilities of a "Lead." Employees shall also have the right to apply online for positions outside of the employee’s position or job category, whether within or outside the bargaining unit.

The Union will drop step 3 grievances.

C. Management Called Meetings

Mandatory meetings called by management for Lead and Assistant Lead employees shall take place during the work day whenever possible. However, as reasonably necessary, management may call and conduct meetings which require the attendance of Lead and Assistant Lead employees from the various shifts.

Management may not call more than two (2) mandatory "off-shift" meetings per fiscal year (July 1 through June 30) which require the attendance of all or some employees from various shifts. Whenever management calls such meetings, it shall give two (2) week written notice to employees who must attend the meeting. Employees who are required to attend mandatory meetings which are not held on their shift shall be compensated at overtime rates. Any employee who is able to show a personal emergency shall be excused from attending the meeting. If management fails to provide the two (2) week written notice provided for in this paragraph, the meeting shall be optional.
ARTICLE IV
SENIORITY AND LAYOFFS

A. Seniority Defined

Seniority shall be defined as the length of continuous service. Periods of non-paid leaves shall not constitute a break in continuous service, but any period of non-paid leave of more than ninety (90) calendar days shall not be counted in computing seniority. Seniority shall commence on the first employment day as a regular, i.e., other than temporary, employee.

Seniority shall be applied as provided herein.

B. Seniority List

The Board shall deliver to the Union President or designee an updated seniority list, separating full and part-time employees, on or about February 1 of each year.

C. Layoff or Reduction to Part-Time

In the event a layoff or reduction to part-time becomes necessary due to either an elimination of work or shortage of funds, the following order of layoff or reduction to part-time shall occur:

1. Non-unit employees who are regularly performing work for which the unit is qualified;

2. Probationary employees in their original probationary period who are performing work for which the regular unit employee is qualified;

3. Regular unit employees by seniority, least senior first, and so on, who are performing work for which the more senior unit employee is qualified.

D. Recall from Layoff

Unit employees on layoff shall be placed on a recall list by seniority for a period of eighteen (18) months from the first day of actual layoff. Such list shall be delivered to the Union President and kept updated.

The laid-off employee shall have the responsibility to inform the Board of any change of address. The Board shall recall such employees, most senior first, by certified mail, for work in the laid-off employee's job title.

The Board shall not employ new persons in unit positions until the recall list has been exhausted or there is no qualified person on such recall list. Failing a recall from the list, the Board shall have the authority to employ new persons consistent with the terms of this Agreement.

An employee's failure to respond to all or refusal to accept a comparable position to that held prior to layoff within seven (7) calendar days of receipt of such notice of recall or within fourteen (14) calendar days of mailing of such notice shall extinguish all recall rights.
E. **Contracting Out**

The Union shall have the right to impact bargain any contemplated decision to assign bargaining unit work to non-bargaining unit personnel, whether or not such personnel shall be of the Board’s employment or of the employment of anyone other than the Board, prior to the final decision being made. Additionally, the Union shall have the right to bargain any impact of such contemplated decision prior to implementation of such decision.

F. **Temporary Positions**

Temporary employees shall normally not be employed in such temporary positions for more than six (6) months unless a temporary employee is filling in for a bargaining unit employee on a Board-approved, leave of absence. This Section shall not apply to student employees.
ARTICLE V
EVALUATION AND PERSONNEL FILES

A. Probationary Period

All new employees shall be considered probationary employees for one hundred eighty (180) calendar days. During this time, the employee may be dismissed without explanation.

Temporary or part-time employment shall not be deducted from this one hundred eighty (180) calendar day probationary period.

The College shall notify the Union President, in writing, within fifteen (15) calendar days, when any bargaining unit employee is initially hired.

An employee promoted to a higher level position within the bargaining unit shall be subject to a probationary period of sixty (60) calendar days. If, after a sixty (60) calendar day performance evaluation by the employee's immediate non-bargaining unit supervisor, it is determined that the employee's performance in the new position is below acceptable standards, the employee shall be restored to the position held by the employee immediately preceding the promotion.

B. Evaluation

The Board shall undertake a program of employee evaluation for each full-time employee within the bargaining unit. Such evaluation shall be prepared by a non-bargaining unit supervisor. Such supervisor shall, to the extent feasible, have knowledge of the employee's performance, and may utilize information from bargaining unit lead and assistant lead employees in attaining such knowledge.

1. Probationary Employees: The Board shall cause the undertaking of evaluation(s), of a nature and depth at the discretion of the Board, for employees serving their original probationary period.

2. Non-Probationary Employees: Such program shall result in the written evaluation of each full-time employee at least every twelve (12) months after the conclusion of the original probationary period, of a nature and depth similar to that in use during the 2009-2010 year.

A copy of each evaluation shall be given to the employee subsequent to a discussion between the employee and the supervisor. The employee shall sign each copy of the evaluation. Employees shall have the right to attach explanatory or dissenting comments to an evaluation as provided in Personnel Files below.

C. Personnel Files

The Director of Human Resources shall maintain one (1) official personnel file for each employee. This file shall include all written materials concerning discipline but not contain a supervisor's notes and records relating to grievances and arbitrations.

Materials to be placed in a personnel file by the appropriate supervisor shall bear that supervisor's name and shall be dated upon the date of placement. Copies of materials so placed in a personnel file shall be delivered to the affected employee. The employee shall be notified in writing when disciplinary material is placed in his or her personnel file.
Employees shall have the right, upon written request, to review the contents of their own personnel file and may, when they deem it appropriate, submit statements concerning any material contained in such file, provided such shall be submitted within ten (10) working days of the receipt by the employee of the original material. Any statements so submitted by an employee shall be made part of the file for so long as the material giving rise to the employee's response remains in the file. A copy of the response shall be served upon the appropriate supervisor or other person who originally placed in the file the material which gave rise to the response.

A file review shall occur during normal business hours as scheduled by the Human Resources Office and in the presence of a designated representative of the Human Resources Office. Nothing shall be removed from any personnel file except with the mutual consent of the appropriate non-bargaining unit supervisor, the employee and the Director of Human Resources.

D. Discipline

For discipline other than oral warnings, the Board shall notify the Union and schedule a pre-disciplinary meeting with the employee and the Union. At this meeting, the Board shall inform the employee of the reason(s) for the contemplated discipline. The employee and the Union-designated person shall have the right to rebut or clarify the reasons for such discipline.

There shall be compliance with the provisions of this Section prior to the imposition of any discipline other than an oral warning.

All levels of disciplinary action, other than oral warning, taken against an employee shall be done so in writing with the full reasons stated therein. A copy of such disciplinary action shall be served upon the employee and the Union.

Once the Board has determined the measure of discipline, for that incident only, it shall not be increased for such incident. The disciplinary action taken for the particular incident as regards the affected employee shall not be a precedent for any conduct of a similar nature for any other employee.

If a disciplinary action is older than thirty-six (36) months, and the employee has received no additional discipline for the same offense, an employee may request that the Director of Human Resources declare the material stale and no longer to be considered by the College in any future disciplinary action against the employee. The Director of Human Resources shall give written reason to the employee should the decision be made not to consider material stale.

Discipline for attendance and tardiness automatically shall be deemed stale after four (4) years if the employee has received no additional discipline for attendance or tardiness in the interim. Dismissal of any non-probationary employee shall be for just cause.
ARTICLE VI
WORKING CONDITIONS

A. Workday

Except as otherwise provided in this Agreement (such as at Article 6.B. and 6.E. below), the regular workday for employees is as follows:

For first shift employees, the workday is eight (8) hours and thirty (30) minutes.

For second and third shift employees, the workday is eight (8) hours.

By agreement between the employee and the supervisor, a flexible workday may be scheduled.

B. Lunch

First shift employees will take a 45-minute, uninterrupted lunch each workday, of which 15 minutes is paid and 30 minutes is unpaid.

Second and third shift employees will take a 30-minute, uninterrupted lunch each workday, of which 30 minutes is paid.

If an employee is required to work through lunch by either the nature of a particular task on which the employee is working or by directive from a supervisor, the employee shall be granted equivalent compensatory time as soon as feasible as determined by the employee's immediate supervisor, but, in any event, within five (5) work days.

C. Work Week

The regular work week shall be forty (40) hours for five (5) consecutive days for full-time employees, provided during the summer the regular work week may be of different parameters, as provided in Section F, below. Employees hired by the College before April 6, 1999 who do not regularly work Saturdays as of that date will not be required to change to a schedule that requires them to regularly work Saturdays. Newly hired employees may be required to work a work week other than Monday through Friday (for example, Wednesday through Sunday). Once an employee is hired and his or her regular work week has been established, if the College considers changing the work week of any such employee it will notify the Union that it is considering this change and negotiate the decision and impact of such a change, if the Union so demands.

D. Breaks

Each full-time employee shall have two (2) paid, uninterrupted fifteen (15) minute breaks per workday. If an employee is required to work through a break by either the nature of a particular task on which the employee is working or by directive from a supervisor, the employee shall be granted equivalent compensatory time as soon as feasible as determined by the employee's immediate supervisor, but, in any event, within five (5) working days.
E. **Long Lunch**

On special occasions as determined by the Board, employees may be given a long lunch period, which shall be considered part of the regular workday.

F. **Summer Work Schedule**

The Union shall have input into the decision of the Board whether or not to adopt a four (4) day work week.

If the Board shall elect to adopt a four (4) day work week, the Union shall be so advised at least thirty (30) calendar days in advance, and the parties shall promptly meet to impact bargain the parameters.

G. **Overtime**

Overtime shall be as defined by law, provided only hours actually worked shall be included in its computations except as expressly provided in this Agreement. Paid sick time, Holidays, emergency closings and all other approved paid leave time count toward the 40 hours needed to earn overtime.

Both voluntary offering of and involuntary assignment of overtime shall be rotated among unit employees qualified to perform such overtime within job classifications. If involuntary assignment of overtime within a job classification is insufficient to meet the College's needs, a voluntary offering of overtime shall be next made on a rotating basis within the other bargaining unit job classifications. It is understood that individual circumstances may result in uneven distribution from time to time; however, it is agreed to attempt to rotate such overtime work evenly as much as possible.

The College shall make a good faith effort to maintain reasonable levels of involuntary assignments of overtime.

H. **Overtime Break and Lunch**

An employee on overtime shall have one (1) paid, uninterrupted break after three (3) hours of overtime, and one (1) paid, uninterrupted thirty (30) minute lunch period after five (5) hours of overtime, except in an emergency. In such an emergency, the time worked in lieu of breaks and/or lunch shall be added to the total overtime actually worked, at the applicable overtime rate of pay. Any overtime paid hereunder shall be in lieu of any other premium pay.

I. **Emergency Closing**

During the period of time that the President of the College, or his or her designee, declares that the College is officially closed due to an emergency and unless told otherwise by their supervisors, full-time employees will not work during such closings, and employees shall suffer no loss in pay or benefits.

Due to the nature of their responsibilities, some employees may be directed to remain at the College or report to work during an emergency closing. Employees reporting to work when the College is officially closed will be paid a total of double time.
For example, if the President or designee has declared that the College is closed due to an emergency, an employee scheduled to work from 7:30 am to 3:00 pm will receive his or her regular pay for that shift. If he or she is called into work from 9:30 am to 5:00 pm, from 9:30 am until 3:00 pm the employee will be paid at the double-time rate [his or her regular pay during the emergency closing, plus pay for the hours he or she worked at the regular rate] and from 3:00 pm until 5:00 pm will be paid at the double-time rate.

All employees covered by this Agreement who are scheduled to work on such days will not report to work unless specifically told to report to work by their direct supervisor or the supervisor's designee. Employees not scheduled to work because of a previously scheduled leave or vacation day shall suffer no loss of leave, pay, or benefits. This Section shall not be applicable to any employee not regularly scheduled to work on such emergency day. In any event, such emergency day, whether worked or not, shall count toward the computation of overtime.

The College will make every reasonable attempt to make the emergency closing determination as soon as is possible.

J. Health and Safety

1. The Board agrees that it shall take reasonable means to provide a safe workplace for its employees. To this end, the Board shall establish a Safety Committee which shall include unit employees to make recommendations to the Board on specific procedures and repairs that may be needed to be set in order to make the work site and working conditions safer. No employee shall be required to work under conditions which are clearly unsafe or hazardous. However, unless the work is a clear and present danger to the employee's safety, the employee shall perform the work as required or directed and may grieve the requirement to perform unsafe work.

2. The Board agrees that the Union may have access to facilities compliance reports filed by the board which are accessible under FOIA, but such shall be provided without fee.

3. The Board agrees to provide employees with necessary protective equipment which the employee shall wear/utilize.

4. When required to clean up laboratories, employees shall be informed of the type and dangers of potentially hazardous substances, and the proper technique for safe clean-up and/or disposal of such substances.

5. When working on electrical projects involving live wiring on which there exists the possibility of electrocution, employees shall have two (2) workers on the job for safety reasons.

6. The Board shall seek to maintain adequate ventilation and temperatures when employees are working with volatile chemicals.

7. An employee is required to report to the direct supervisor or designee any injury or accident as soon as reasonably possible following the injury or accident.

8. The College agrees to impact bargain the affects of a decision to require employees to use a home computer to monitor College environmental systems.

K. Replacement of Employees

If the Board chooses to replace a worker who leaves employment with the College, the Board shall make every effort to fill the position as promptly as possible.
L. Uniforms

The Board shall provide four (4) uniforms annually, no later than December 15 of each year, to each full-time non-probationary employee. Each employee shall have the option of a larger quantity of shirts or pants with a corresponding lesser quantity of the other. Such uniforms shall be worn while on duty at all times, except as otherwise specifically authorized and shall be appropriately maintained by the employee.

M. Recycling

If the Board should implement a refuse sorting and recycling process, appropriate safeguards shall be implemented to protect employees who must handle these materials.

N. Electronic Surveillance

The College will not engage in the surveillance of its employees in College-owned buildings or grounds using concealed electronic equipment.

Visible video surveillance cameras will be used as necessary for security purposes.

Surveillance through the use of concealed cameras may take place only if and when such method of surveillance is mandated by the courts and/or an external law enforcement agency having jurisdiction over the College.
ARTICLE VII
LEAVES, VACATIONS AND HOLIDAYS

A. Health Leave

Full-time employees shall be granted health leave per month, provided health leave taken within the last thirty (30) calendar days of an employee's employment shall not be compensated except as expressly authorized by the College President or designee in his/her sole discretion and without precedent.

Employees with five (5) years or less shall accrue health leave at the rate of 8 hours per month (i.e., one (1) day per month (twelve days per year)) to a maximum established by the Board.

Employees with six (6) or more years shall accrue health leave at the rate of 10 hours per month (1.25 days per month (fifteen days per year)) to a maximum established by the Board.

Part-time employees shall accrue health leave on a pro rate basis, depending on the number of hours worked and according to the length-of-service provisions in effect for full-time employees to a maximum established by the Board.

Employees whose intention to retire is approved by the Board of Trustees shall be eligible to accrue health leave at the rate of 16 hours per month (2.0 days per month (twenty four days per year)) for the period between Board approval of retirement and the actual onset of retirement. Such accrual (at the rate of 2.0 days per month) shall be limited to a maximum of 12 months. Such accrued health leave shall not be compensable in any form upon termination of employment.

Health leave is intended for medical and dental appointments and for those times when the employee is prevented by injury or illness from meeting work obligations. The Board may request verification of an illness by the employee's physician whenever:

1. An employee has missed three (3) or more consecutive days of work;

2. An employee has had more than five (5) unverified illness incidents within the past twelve (12) months (but health leave of two (2) hours or less taken for medical or dental appointments shall not count as an illness incident); or

3. Whenever the College has cause to believe the employee may not actually have been sick.

Request by the Board for verification of an illness must be requested in writing and shall include the reason (#1, #2, or #3 above) for which it was requested.

The doctor's note shall contain:

a. The date the employee visited his/her physician, the date[s] the employee was unable to work, and the date the doctor believes the employee is able to return to work.

b. The name, address and telephone number of the physician from whom the employee sought treatment or care.

c. In addition to the above, upon request of the College, the letter shall contain the reason the employee sought treatment or care. Such request or any lack of request shall be non-precedential toward the same employee in other illness incidents and towards all
other employees. Doctor’s notes shall be held in confidence by the College at the office of the Director of Human Resources.

d. Prescription forms or labels are not sufficient verification.

The College may, in addition to, or instead of, a doctor’s certificate, request an affidavit from the employee to verify an illness. If it so chooses to verify an illness or to ensure the employee has sufficiently recovered to return to work, the Board may have the employee examined by a physician selected and compensated by the College.

Employees shall call their supervisor or designee promptly upon determining that illness will prevent them from performing their regularly assigned duties and, whenever possible, one hour in advance of the employee’s start time. If possible, the employee shall notify the supervisor or designee by the end of the first day of illness indicating when the employee will be able to report again for duty. An employee must use vacation leave as health leave if the employee has exhausted his or her health leave. Such leave shall count as an illness incident for purposes of Article VI 1.A.2 and for Article VI.G (Overtime).

During the time an employee is authorized to be absent from work on health leave, all applicable fringe benefits shall continue to accrue and be in full force as long as the employee continues in pay status.

Employees starting on or before the fifteenth day of the month shall be considered as having a starting date of the first of the month for the purpose of health leave accumulation. Those starting on the sixteenth day or later shall be considered as having a starting day of the first day of the following month.

Employees who have taken no health leave during an entire fiscal year shall receive a framed certificate of recognition no later than August 15 of the following fiscal year.

Employees receiving worker’s compensation benefits for three (3) consecutive days or longer shall use accumulated health leave in order to receive their regular salary and flexible benefits from the College. For each day health leave has been assessed to supplement worker’s compensation benefits, the employee will have one-third of a day of health leave deducted from his or her accumulated totals.

B. Personal Leave

Each non-probationary full-time employee shall be granted sixteen (16) hours personal leave hours per fiscal year with prior approval of the immediate supervisor. Unused personal hours shall convert to health leave at the end of the fiscal year.

C. Special Emergency Leave

The Director of Human Resources or designee may approve the use of special emergency leave with pay to permit an employee to cope with emergencies. Employees may be required to provide appropriate documentation or verification of the emergency when such documentation is reasonable and practical. In the event such reasonable and practical documentation is required but not provided, the absence may be treated as an unverified illness incident as specified in Section A of this Article. Emergencies are defined as unforeseeable illnesses or injuries to members of the employee’s family, severe weather conditions, legal transactions, accidents, funerals and home emergencies such as flooding or frozen pipes. Such approved absences, in excess of twenty-four (24) hours per year, shall be chargeable against accumulated health leave. Such shall be non-precedential and in the sole discretion of the supervisor. If an employee does
not request the use of all special emergency days in a given year, any unused emergency leave hours to a maximum of twenty-four (24) hours shall be converted to accumulated health leave at the beginning of the new fiscal year.

D. **Family Medical Leave Act**

The Board shall amend its Policy, "Family Medical Leave," to include employees of this bargaining unit. Bargaining unit employees shall be subject to the terms, conditions and benefits of this policy or any successor or amended policy on the same subject. No amendments or successor policy shall differentiate between employees of this bargaining unit and other college employees covered by this policy.

The Union hereby expressly waives any right to bargain either the decision or the impact of a decision to amend or to change in any way the College's FMLA policy so long as the amended or successor FMLA policy does not differentiate between bargaining unit employees and other college employees covered by the policy except as may be established by law.

E. **Jury Duty Leave**

A full-time employee who is summoned to court to perform jury duty or to appear as a subpoenaed witness in a criminal court proceeding shall be granted leave to attend with pay, but a deduction shall be made from pay in an amount equal to the compensation received for such duty or attendance. An employee so summoned shall make every effort to meet obligations to the College when the employee's services are not required by the court.

F. **Military Leave**

An employee, upon submission of evidence that the employee has been drafted or reactivated into the armed forces, shall be granted a leave of absence with pay for the duration of the employee's service to a maximum of two (2) weeks, but a deduction shall be made from pay in an amount equal to the compensation received for such military service to a maximum equal to the employee's regular rate of pay.

Other requests for military leave of absence may be granted without pay.

An employee on military leave shall declare his/her intention to return in writing to the Director of Human Resources or designee a minimum of sixty (60) calendar days prior to the expiration of the leave. The precise date of return of the employee to work shall be determined by the Director of Human Resources or designee, but shall be no later than ninety (90) calendar from the expiration of the leave.

G. **Professional Meeting Leave**

Employees may be granted leave with pay to attend special programs, workshops, or conferences with prior approval of their non-unit supervisor.

The granting or denial of leave hereunder shall be non-precedential.
H. Vacations

Employees shall be granted vacations with pay in accordance with the following provisions:

1. Eligibility: Full-time employees shall earn vacation on a monthly basis from the starting date of employment. Part-time employees earn and accrue vacation on a pro rata basis. Employees may elect to use accumulated vacation leave after they have completed three (3) months of employment with the College.

2. Vacation Year: The employee's vacation year shall consist of time from the employee's starting date to his anniversary date one (1) year later. Employees starting on the fifteenth day of the month or earlier shall begin to accrue vacation hours at the start of that month, and those starting on the sixteenth day or later shall begin to accrue vacation hours as of the first day of the following month.

3. Length of Vacation: Employees shall earn vacation leave in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Year of Employment</th>
<th>Rate at Which Vacation Hours Are Earned</th>
<th>Number of Vacation Hours Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1-5</td>
<td>11.36 Hours per Month</td>
<td>176 Hours</td>
</tr>
<tr>
<td>Year 6-10</td>
<td>13.36 Hours per Month</td>
<td>200 Hours</td>
</tr>
<tr>
<td>Thereafter</td>
<td>14.67 Hours per Month</td>
<td>216 Hours</td>
</tr>
</tbody>
</table>

4. Use of Vacation Leave:

a. No more than two hundred (200) hours of vacation leave may be carried forward beyond the end of the following vacation year unless specifically approved, in advance by the Department Supervisor (or designee) and the Director of Human Resources. Such approvals may be granted when the flow of work prevents an employee from otherwise taking his or her vacation during the course of a year. Such approvals shall be non-precedential.

Employees with more than two hundred (200) hours of vacation leave shall receive notice of this fact sixty (60) calendar days before the end of the employee vacation year. Failure of the College to give the required sixty (60) day notice shall extend the time within which the employee must take accumulated vacation by the number of days the notice is late.

b. Unused vacation leave shall be paid upon separation at the salary rate being paid immediately prior to separation. This provision shall not apply to persons employed less than three (3) consecutive months.

c. Vacations shall be staggered to ensure a reasonable staff level. Time preference shall be based on seniority whenever practical. In any case, requests for vacations at a certain period in time shall not be unreasonably denied.

d. Vacation leave shall be approved by the immediate supervisor and verified by the Director of Human Resources.

e. Vacation leave may be taken in increments of one (1) hour.
I. **Holidays**

Each full-time, employee shall be granted the day off with pay on each of the following holidays on the days designated by the Board for these holidays to be observed:

- New Year's Day (January 1)
- Martin Luther King's Birthday
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve Day (December 24)
- Christmas Day (December 25)
- New Year's Eve Day (December 31)

Three (3) other special holidays shall be granted by the Board on an annual basis. In addition, each employee shall be entitled to select two (2) discretionary holidays so that the employees may observe religious and/or cultural holidays and personal celebrations. The employee’s choice of a discretionary day shall be subject to prior approval by the appropriate supervisor.

Other days may be declared special holidays for a given year if they are recognized holidays in the official academic calendar for that year.

Employees working less than the fiscal year shall be entitled to holidays that fall within their work year. Any holiday falling within a period of an employee’s vacation leave shall be considered holiday leave and shall not be deducted from the employee’s vacation.

When Independence Day (July 4) falls on an employee’s regularly scheduled day off of a four (4) day work week, or on a Saturday or Sunday, each bargaining unit employee shall be granted a ‘floating holiday’ to be taken during the period in the summer that the College is on a four (4) day work week. An employee’s request to use the ‘floating holiday’ is subject to the prior approval of the employee’s supervisor.

Employees may request either the day preceding or following the 4th of July holiday as their floating holiday, but the parties acknowledge that the College needs to maintain its normal and customary custodial and maintenance shifts when the College is open or classes are in session. Requests to use the floating holiday will be granted on a first-come, first-served basis and a list for this purpose will be posted no later than April 1 of each year.

J. **Supplementary Leave**

Bargaining unit employees shall be subject to terms, conditions and benefits of the College Supplementary Health Leave Policy or any successor or amended policy on the same subject.

K. **Time Construction**

Leaves with pay may be used in one (1) hour increments with the exception of discretionary holidays which must be taken in full-day increments (eight hours).
L. **Unpaid Leave of Absence**

The Board may, in its discretion, grant a leave of absence without pay for up to six (6) months for reasons other than those related to conditions of ill health, so long as such is approved in writing by the Vice President for Administrative Affairs. The leave of absence shall be without compensation and the employee shall not earn any seniority or other benefits during the leave of absence. The decision to grant a leave of absence in response to a request by an employee shall not serve as precedent and may not be cited by any other employee to support the granting of a leave of absence in any other instance.
ARTICLE VIII

COMPENSATION

A. Wages

Effective July 1, 2014, each employee shall receive an increase equal to three percent (3%) of the rate of pay in effect June 30, 2014. In no event shall an employee’s regular salary exceed the maximum of the salary range.

Effective July 1, 2015, each employee shall receive an increase equal to three percent (3%) of the rate of pay in effect June 30, 2015. In no event shall an employee’s regular salary exceed the maximum of the salary range.

Effective July 1, 2016, each employee shall receive an increase equal to three percent (3%) of the rate of pay in effect June 30, 2016. In no event shall an employee’s regular salary exceed the maximum of the range.

Effective July 1, 2017, each employee shall receive an increase equal to three percent (3%) of the rate of pay in effect June 30, 2017 subject to the terms of the "Memorandum of Understanding Regarding Staff Council Bargaining Unit Employee Compensation (2014-2018)".

For each year of this agreement for all job titles, the minimum salary range is increased by two and one half percent (2.5%) annually, and the maximum salary in the salary range is increased by two and three quarter percent (2.75%) annually. In the first year of this agreement Southlake Facilities Lead, HVAC Engineer, Lead HVAC Engineer, Maintenance Engineer, Lead Maintenance Engineer job titles will receive an additional five percent (5%) increase to the minimum and maximum salary range to equal a total seven and one half percent (7.5%) minimum and seven and three quarter percent (7.75%) maximum.

The following salary ranges shall be in effect as follows:

**Effective July 1, 2014**

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodian</td>
<td>$28,701 to $51,277</td>
</tr>
<tr>
<td>Lead Custodian</td>
<td>$31,495 to $56,329</td>
</tr>
<tr>
<td>Maintenance Engineer</td>
<td>$38,518 to $70,770</td>
</tr>
<tr>
<td>Lead Maintenance Engineer</td>
<td>$40,545 to $75,020</td>
</tr>
<tr>
<td>HVAC Engineer &amp; Southlake Facilities Lead</td>
<td>$42,572 to $79,447</td>
</tr>
<tr>
<td>Lead HVAC Engineer</td>
<td>$46,828 to $87,455</td>
</tr>
<tr>
<td>Groundsperson</td>
<td>$29,828 to $54,354</td>
</tr>
<tr>
<td>Lead Groundsperson</td>
<td>$33,387 to $59,708</td>
</tr>
<tr>
<td>Southlake Maintenance Mechanic</td>
<td>$32,705 to $59,437</td>
</tr>
<tr>
<td>Southlake Custodian</td>
<td>$29,562 to $52,815</td>
</tr>
<tr>
<td>Office Assistant – Campus Services</td>
<td>$20,473 to $31,611</td>
</tr>
<tr>
<td>Shipping &amp; Receiving Technician</td>
<td>$23,968 to $37,000</td>
</tr>
<tr>
<td>Office Associate – Campus Services</td>
<td>$30,329 to $48,493</td>
</tr>
</tbody>
</table>
### Effective July 1, 2015

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodian</td>
<td>$29,419 to $52,688</td>
</tr>
<tr>
<td>Lead Custodian</td>
<td>$32,283 to $57,878</td>
</tr>
<tr>
<td>Maintenance Engineer</td>
<td>$39,481 to $72,716</td>
</tr>
<tr>
<td>Lead Maintenance Engineer</td>
<td>$41,558 to $77,083</td>
</tr>
<tr>
<td>HVAC Engineer &amp; Southlake Facilities</td>
<td>$43,636 to $81,632</td>
</tr>
<tr>
<td>Lead</td>
<td></td>
</tr>
<tr>
<td>Lead HVAC Engineer</td>
<td>$47,999 to $89,860</td>
</tr>
<tr>
<td>Groundsperson</td>
<td>$30,573 to $55,848</td>
</tr>
<tr>
<td>Lead Groundsperson</td>
<td>$34,222 to $61,350</td>
</tr>
<tr>
<td>Southlake Maintenance Mechanic</td>
<td>$33,522 to $61,071</td>
</tr>
<tr>
<td>Southlake Custodian</td>
<td>$30,301 to $54,267</td>
</tr>
<tr>
<td>Office Assistant – Campus Services</td>
<td>$20,988 to $32,480</td>
</tr>
<tr>
<td>Shipping &amp; Receiving Technician</td>
<td>$24,567 to $38,018</td>
</tr>
<tr>
<td>Office Associate – Campus Services</td>
<td>$31,087 to $49,826</td>
</tr>
</tbody>
</table>

### Effective July 1, 2016

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodian</td>
<td>$30,154 to $54,136</td>
</tr>
<tr>
<td>Lead Custodian</td>
<td>$33,090 to $59,469</td>
</tr>
<tr>
<td>Maintenance Engineer</td>
<td>$40,468 to $74,716</td>
</tr>
<tr>
<td>Lead Maintenance Engineer</td>
<td>$42,597 to $79,203</td>
</tr>
<tr>
<td>HVAC Engineer &amp; Southlake Facilities</td>
<td>$44,727 to $83,877</td>
</tr>
<tr>
<td>Lead</td>
<td></td>
</tr>
<tr>
<td>Lead HVAC Engineer</td>
<td>$49,199 to $92,331</td>
</tr>
<tr>
<td>Groundsperson</td>
<td>$31,338 to $57,384</td>
</tr>
<tr>
<td>Lead Groundsperson</td>
<td>$35,078 to $63,037</td>
</tr>
<tr>
<td>Southlake Maintenance Mechanic</td>
<td>$34,360 to $62,751</td>
</tr>
<tr>
<td>Southlake Custodian</td>
<td>$31,059 to $55,759</td>
</tr>
<tr>
<td>Office Assistant – Campus Services</td>
<td>$21,513 to $33,374</td>
</tr>
<tr>
<td>Shipping &amp; Receiving Technician</td>
<td>$25,181 to $39,063</td>
</tr>
<tr>
<td>Office Associate – Campus Services</td>
<td>$31,864 to $51,197</td>
</tr>
</tbody>
</table>

### Effective July 1, 2017

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodian</td>
<td>$30,908 to $55,625</td>
</tr>
<tr>
<td>Lead Custodian</td>
<td>$33,917 to $61,105</td>
</tr>
<tr>
<td>Maintenance Engineer</td>
<td>$41,480 to $76,771</td>
</tr>
<tr>
<td>Lead Maintenance Engineer</td>
<td>$43,682 to $81,381</td>
</tr>
<tr>
<td>HVAC Engineer &amp; Southlake Facilities</td>
<td>$45,846 to $86,184</td>
</tr>
<tr>
<td>Lead</td>
<td></td>
</tr>
<tr>
<td>Lead HVAC Engineer</td>
<td>$50,429 to $94,871</td>
</tr>
<tr>
<td>Groundsperson</td>
<td>$32,121 to $58,922</td>
</tr>
<tr>
<td>Lead Groundsperson</td>
<td>$35,954 to $64,771</td>
</tr>
<tr>
<td>Southlake Maintenance Mechanic</td>
<td>$35,219 to $64,476</td>
</tr>
<tr>
<td>Southlake Custodian</td>
<td>$31,835 to $57,293</td>
</tr>
<tr>
<td>Office Assistant – Campus Services</td>
<td>$22,051 to $34,291</td>
</tr>
<tr>
<td>Shipping &amp; Receiving Technician</td>
<td>$25,810 to $40,138</td>
</tr>
<tr>
<td>Office Associate – Campus Services</td>
<td>$32,681 to $52,605</td>
</tr>
</tbody>
</table>
For each year of the agreement, the Board is allowed to hire bargaining unit members at a salary greater than the low-end of the salary range but that does not exceed one hundred and fifteen percent (115%) of the low-end of the salary range for each job title in any given year. For example, in 2014 - 2015 for the Southlake Custodian job title, the Board could hire an employee into that position at a salary between $29,562 and $33,996 ($29,562 x 1.15 = $33,996).

Employees reaching the maximum of the range will receive benefits under the College's then prevailing "nonrecurring stipend policy" or its successor.

A.2 Longevity Bonus

A one-time longevity bonus will be awarded to all Employees based on years of service to the Board in the following manner:

i. The longevity bonus will be awarded once during the life of the Agreement on July 1, 2014;

ii. The longevity bonus will be added to Employees’ 2013-2014 base salary, inclusive of any shift differential, after which the contractual three percent (3%) will be calculated, inclusive of such longevity bonus and any new shift differential, thus creating a new 2014-15 base salary.

iii. The amount of the longevity bonus will be awarded at a rate of $75 per year of service starting at year 3 of service through year 15 of service, except that those with 16 years of service or more will receive the longevity rate equivalent of 15 years of service. Such will occur within the following parameters:

a. On July 1, 2014, the Board will take a virtual snapshot of all Employees to ascertain their then-current years of service to the Board, and Employees who have completed at least two (2) years of service and are in their third (3rd) year of service will receive such longevity bonus. The minimum total longevity bonus to be awarded will be no less than $225, and the maximum total longevity bonus to be awarded will be no more than $1125.

For example, an Employee, who on July 1, 2014, has completed ten (10) full years of service to the Board and is in his eleventh (11th) year of service to the Board will receive a longevity bonus amount of eight hundred and twenty five dollars ($825, which is 11 x $75), this $825 will be paid out in four equal payments on July 1st of each year of this contract.

For example $206.25 will be added to his 2013-14 base salary. Assuming a hypothetical 2013-14 salary of $35,000, the Employee’s new 2014-15 salary would be thirty six thousand nine hundred dollars ($35,000 + $206.25 = $35,206.25 x 1.03 = $36,262.44). Another example would be an Employee who has completed twenty three (23) full years of service to the Board and is in his twenty fourth (24th) year of service to the Board; such individual would receive the 15 year rate of $1125 on July 1, 2014, will paid out in four equal payments on July 1st of each year of this contract, in the same manner as prescribed above.
B. **Shift Differential**

An employee who works one-half (1/2) or more of their regularly scheduled hours after 4:00 p.m. shall receive a shift differential of Forty-five cents ($0.45) per hour added to the base rate of compensation of that employee for all hours worked on that shift.

Alternatively, an employee who works more than one-half (1/2) of their regularly scheduled hours after 11:00 p.m. shall receive a shift differential of Fifty cents ($0.50) per hour added to the base rate of compensation of that employee for all hours worked on that shift.

C. **Overtime Compensation**

Overtime is defined as hours actually worked in excess of forty (40) hours within the employee’s regular work week, whether that work week is standard (Monday – Friday) or non-standard (i.e., something other than Monday – Friday); both standard and non-standard work week employees will receive the same premium pay rates described herein.

All overtime shall be paid at a rate of one and a half times (1.5 x) regular rate of pay for actual hours worked over the 40 hours worked in the employee’s regular work week, except for Sundays (or the equivalent thereof for employees who work a non-standard work week), which shall be paid at a rate of double time (2.0 x) regular rate of pay, and except for holidays, which shall be paid at a rate of double time and a half (2.5 x) regular rate of pay. The holiday pay rate is only applicable on the holidays established at Article VII section I.

**Examples:**

1. A standard work week employee works overtime on a Tuesday and on a Saturday. The employee will receive time and a half the employee’s regular pay (1.5 x regular pay) for the overtime hours worked that Tuesday and Saturday.

2. A standard work week employee works overtime on a Sunday. The employee will receive double time the employee’s regular pay (2.0 x regular pay) for the overtime hours worked that Sunday.

3. An employee works overtime on a board established holiday such as Memorial Day. The employee will receive double time and a half the employee’s regular pay (2.5 x regular pay) for the overtime hours worked that Holiday.

There will be no pyramiding of overtime or premium pay and when more than one pay provision may apply, the employee shall be paid only under the provision which results in the highest rate of pay. Employees may not combine pay provisions to create a rate of pay higher than allowed under any one provision.

### Premium Pay Example Chart

<table>
<thead>
<tr>
<th>Standard Work Week (Monday – Friday)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>After 8-hour day / 40-hour workweek</strong></td>
</tr>
</tbody>
</table>

23
<table>
<thead>
<tr>
<th>After 8-hour day / 40-hour workweek</th>
<th>Sunday</th>
<th>Double time (2.0x regular rate of pay)</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 8-hour day / 40-hour workweek</td>
<td>Board-Designated Holiday</td>
<td>Double time and a half (2.5x regular rate of pay)</td>
</tr>
</tbody>
</table>

**Premium Pay Example Chart**

**Non-Standard Work Week (Thursday – Monday)**

<table>
<thead>
<tr>
<th>After 8-hour day / 40-hour workweek</th>
<th>Thursday - Tuesday</th>
<th>Time and a half (1.5x regular rate of pay)</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 8-hour day / 40-hour workweek</td>
<td>Wednesday</td>
<td>Double time (2.0x regular rate of pay)</td>
</tr>
<tr>
<td>After 8-hour day / 40-hour workweek</td>
<td>Board-Designated Holiday</td>
<td>Double time and a half (2.5x regular rate of pay)</td>
</tr>
</tbody>
</table>

In accordance with the FLSA (Fair Labor Standards Act), compensatory time may be given in lieu of overtime if so agreed upon in advance of the overtime worked by the employee and the employee's immediate supervisor.

**D. Call-Back Pay**

An employee called back to work on any day after having left work shall be paid three (3) hours pay at the applicable pay rate in addition to any hours actually worked in the call back. The guaranteed three (3) hours pay is intended to cover travel time, deliberations related to the prospective emergency, and the disruption of the employee’s after-regular work week personal schedule and commitments.

When an employee is phoned or contacted during non-working hours by campus safety or the employee's supervisor for purposes of obtaining information to resolve an environmental system operation problem, the employee will receive one hour's pay at time-and-a-half for each problem. Employees phoned or contacted for such reasons during non-working hours for more than two (2) problems between shift's end and shift's start will be compensated for two (2) hours at time-and-a-half. This time does not count toward establishing forty (40) hours of work per week for overtime.
E. Pay Periods

Payroll checks shall be issued every other Friday, unless that day is a holiday, in which case distribution shall take place on the nearest preceding workday.

F. Stipends for Temporary Assignments

Bargaining unit employees shall be subject to the terms, conditions and benefits of the College temporary assignments policy or any successor or amended policy on the same subject.

G. Reporting Custodian Shift Differential

When a custodian's regular work week includes working on Saturday and/or Sunday, the most senior custodian working on any given shift without a lead or custodial supervisor will receive for the time worked on Saturday or Sunday a twenty-five cent ($0.25) additional shift differential per hour for assuming the responsibilities of "Reporting Custodian." Reporting custodians are responsible for initiating contact with off-site personnel and supervisors when appropriate due to unusual circumstances arising on the shift at the College.

H. Emergency Closings

Those employees reporting to work during an Emergency Closing per Article VI.I shall be paid at a rate of double time (2.0 x) regular rate of pay.
ARTICLE IX
FRINGE BENEFITS

A. Medical Insurance

For employees who elect and take single coverage, the Board shall pay the premiums for single coverage under a group major medical insurance policy maintained by the College.

B. Life Insurance

The Board shall provide a group term life insurance policy in an amount equal to the annual salary rounded to the nearest thousand dollars, including an equal amount of coverage for accidental death and dismemberment insurance.

C. Long-Term Disability Income Insurance

The Board shall provide a group long-term disability income insurance policy. The plan shall pay a monthly benefit which is designed to partially replace income lost during periods of total disability due to covered injury, sickness, or pregnancy, which extend beyond the qualifying period of ninety (90) calendar days of disability. The scheduled amount of monthly benefit shall be an amount equal to sixty (60) percent of monthly earnings to a monthly maximum amount of Six Thousand Dollars ($6,000).

D. Single Plus One or Family Coverage/Flexible Compensation Plan Options

For employees hired after July 1, 2007:

The Board will pay insurance premiums for coverages as follows:

1. For employees who elect and take PPO insurance coverage, the Board will pay eighty-five percent (85%) of the premium for family PPO or one hundred percent (100%) of the single plus one PPO coverage under the College's PPO Plan.

2. For employees who elect and take HMO insurance coverage, the Board will pay one hundred percent (100%) of the premium for family or single plus one HMO coverage under the College's HMO Plan.

For employees hired on or before July 1, 2007:

In addition to the options set forth in 9.D.1 above, employees, hired on or before July 1, 2007 may elect to forego any group health insurance coverages other than single coverage (the employee must forego single plus one and family HMO and PPO coverages) in which case the employee will receive a flexible benefit compensation plan cash benefit to be earned and paid pro rata throughout the fiscal year of nine thousand one-hundred ninety dollars ($9,190.00).

E. Tuition Waiver

Each full-time employee, the employee's spouse/domestic partner, and/or dependent children twenty-three (23) years of age or younger shall be eligible to enroll tuition free in qualified credit
courses offered by the College. Qualified credit courses shall be defined as credit courses offered by the College that are not contracted out through a third party. This benefit does not include a waiver of any fees such as the required student activity, laboratory or registration fees or other supplemental fees required for course(s). The tuition waiver benefit shall be limited to thirty-six (36) credit hours per individual per twelve (12) month period commencing with the fall semester.

Employees shall be allowed, with the approval of their supervisor, to attend classes during their working hours, but the time shall be made up. One class per semester, or the equivalent of three (3) one-credit hour courses, shall be the limit for an employee to attend during working hours.

Each part-time employee, his/her spouse/domestic partner, and/or dependent children twenty-three (23) years of age or younger shall be eligible to enroll, tuition free, in qualified credit courses offered by the College. This benefit does not include a waiver of any fees such as the required student activity, laboratory, or registration fees or other supplemental fees required for course(s). The tuition waiver benefit shall be limited to eighteen (18) hours per individual per twelve-(12-) month period commencing with the fall semester.

F. **Tuition/Program Reimbursement**

The Board shall reimburse employees for actual and receipted cost of tuition up to the maximum established by the Board.

In order to be eligible for such reimbursement, the employee must hold a career certificate, or higher; the course to be taken is not offered by the College of Lake County; and a written request to the immediate Administrative Supervisor shall be submitted prior to enrollment in the course.

Payment shall be made upon completion of the course in which the individual has received a grade of pass/fail, or a "C" or equivalent, depending upon the grading procedure of the class instructor. The individual must remain employed at the College of Lake County at the time of the payment date to qualify for reimbursement.

If the employee is taking coursework under the auspices of a scholarship or grant which is paying for the tuition, the Board shall not be obligated to duplicate that tuition amount. If the scholarship does not cover the entire cost of tuition, the Board shall then be obligated to pay the difference within the limits established above.

In addition to the above and subject to prior approval by the Vice President of Administrative Affairs via the appropriate form, bargaining unit members will be reimbursed for the receipted costs of non-credit-bearing programs (such as may be offered by trade unions or organizations, private companies or other entities that offer non-credit bearing programs) that directly contribute to the performance of the bargaining unit member in his/her current job assignment. Reimbursement for such courses shall be paid up to the maximum Board approved portion of the tuition/program reimbursement designated for this specific purpose.

G. **Career Development Activities**

Employees shall be eligible to participate in the "Compensation For Career Development Activities" policy and benefits program described in current College Policy 981. If the policy is modified or deleted, the College will notify the Union in writing and the Union may demand to bargain the decision or impact of the policy changes as they may affect the employees. The parties agree that the degrees, certificates and courses of study eligible for recognition under the prior Earned Degree/Certificate Recognition Program will be eligible for recognition under the Career Development Activities Program. Credit towards salary enhancement shall be given for career certificates deemed beneficial in improving the employee's job related skills or those
deemed beneficial in providing additional career advancement opportunities within the bargaining unit to the employee per mutual agreement between the employee and the supervisor. Career certificates qualifying for salary enhancement shall be pre-approved by the Director of Human Resources.

While non-credit workshops and/or seminars shall generally not be credited towards the completion of any career development plan, there may be some exceptions. In any case, such exceptions shall only be considered if attendance at the workshop is based on a College request (a request made by the administrative supervisor and approved by the Vice President for Administrative Affairs). Career developmental activities credit for non-credit workshops and/or seminars will be subject to the current understandings and procedures for obtaining such credit in effect on August 19, 2004.

Wide discretion will be afforded to the decision of the Director of Human Resources on career certificate approval and on the decision by the Vice President for Administrative Affairs regarding approval of non-credit workshops and/or seminars and his or her decision will be upheld unless manifestly unreasonable.

H. Dental and Vision Insurance

The Board shall provide a group dental and vision insurance program for each employee and have the premium for single employee dental and vision coverage paid for by the College.

I. Medical Examinations

Prior to employment, full-time employees must submit the results of a medical examination, indicating that the potential employee is free from communicable diseases and is physically fit to perform the duties of the position for which the person is applying. The examination is to be performed by a licensed physician on a form provided by the Board, by a College appointed doctor. The employee shall file other written reports of medical examinations upon request of the Board.

Full-time employees have the option of submitting every three (3) years the results of a medical examination. The Board may require full-time employees to secure a medical examination and/or consultation by a physician in addition to the optional triennial examination.

The maximum cost of the pre-employment examination shall be set by the Board and paid by the College. Any amount in excess of the maximum set by the Board shall be paid by the employee, except that the College shall pay the entire cost if it prescribes the physician to be consulted.

J. SARS Payments

The Board shall pay on behalf of each employee, from the employee's compensation, the employee's contribution to the State Universities Retirement System (SARS). Such contributions to SARS shall be tax deferred and not reported as income in the tax year in which they are paid, subject to applicable law and IRS rules and regulations.

K. Deferred Compensation Plans

If the Board makes available a Roth 403(b) or any other deferred compensation plan to any employee group, inclusive of any Board-provided benefit, it will make such programs available to bargaining unit employees, including any Board-provided benefit.
ARTICLE X
GRIEVANCE PROCEDURE

A. Objective

It is the objective of the Union and the Board to encourage the prompt resolution of the grievances and complaints of employees covered by this Agreement as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances.

B. Definition

A grievance is defined as a complaint by an employee, a group of employees, or the Union that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement.

C. Days

Days shall mean that period of time when the College Human Resources Office is normally open.

D. Time Limits for Filing

No grievance shall be processed unless it is submitted within thirty (30) days after the grievant had knowledge of the alleged violation giving rise to the grievance. Time limits may be extended by mutual written agreement. Failure of the Board to communicate a decision within the specified time limits shall automatically move the grievance to the next step. Failure by the grievant or the Union to take action in the grievance structure by the specified time limits shall constitute a waiver of any further rights to grieve that specific violation by that grievant.

E. Informal Step

The Board and the Union agree that a number of potential grievances may be avoided if the affected employee and the appropriate supervisor are able to discuss and resolve problems informally. There may be occasions, however, when the employee believes that, although the defined problem might be resolved by such discussions, the employee would prefer that such consultations and discussions be held on an informal basis by a Union representative and a representative of the Board.

In such cases, the employee may contact either the Union President or designee to set forth the problem area. Thereupon, the Union representative shall contact either the employee's immediate supervisor or the administrator in charge of the implementation and enforcement of this Agreement as designated by the Board.
F. Grievance Steps

**STEP 1:** An employee covered by this Agreement or the Union shall submit the grievance in writing to the Director of Facilities. The Director of Facilities shall arrange for a meeting with the grievant and Union representative within ten (10) days of receipt of the written grievance to fully discuss the subject matter thereof. The Director of Facilities shall provide a written answer to the employee within ten (10) days after such meeting.

**STEP 2:** If the grievance is not settled at Step 1 and the grievant or the Union desires to appeal, the grievance may be submitted in writing to the Vice President of Administrative Affairs within ten (10) days after the receipt of the Step 1 answer.

The Vice President of Administrative Affairs or designee shall arrange for a meeting with the grievant and Union representative within ten (10) days of receipt of the written grievance to discuss the grievance. If no settlement is reached, the Vice President of Administrative Affairs or designee shall give a written answer to the grievant and the Union representative within fifteen (15) days following the meeting.

**STEP 3:** If the grievance is not settled at Step 2 and the grievant or union desires to appeal, the grievance may be submitted in writing to the Director of Human Resources within ten (10) days after the receipt of the Step 2 answer.

The Director of Human Resources shall arrange for a meeting with the grievant and Union representative within ten (10) days of receipt of the written grievance to discuss the grievance. If no settlement is reached, the Director of Human Resources shall give a written answer to the grievant and the Union representative within fifteen (15) days following the meeting.

**STEP 4:** If the grievance is not settled at Step 3 and the grievant or the Union desires to appeal, the grievance may be submitted in writing to the President of the College within ten (10) days after the receipt of the Step 3 answer.

The President or designee (outside of the administrative affairs Department) shall be appointed.

The President shall arrange for a meeting with the grievant and Union representative within fifteen (15) days of receipt of the written grievance to discuss the grievance. If no settlement is reached, the President shall give a written answer to the grievant and the Union representative within fifteen (15) days following the meeting.

**STEP 5:** If the grievance is not settled in accordance with the foregoing procedure, the Union may serve notice of intention to arbitrate within thirty (30) days after receipt of the answer in Step 4, with the American Arbitration Association (AAA). The parties shall follow the practices of the AAA with respect to these procedures provided the parties shall request the AAA to submit the names only of arbitrators who have been accepted to the National Academy of Arbitrators.
G. Authority of Arbitrators

The arbitrator shall have no rights to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from, or have the provisions of this Agreement, work rules or Board policy. The arbitrator shall consider and decide only the specific issue(s) submitted and shall have no authority to make any decision, on any other issue not submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable laws and rules and regulations having the force of law. The decision of the arbitrator shall be final and binding on the parties and employees.

H. Expense of Arbitration

The fees and expenses of the arbitrator shall be divided equally between the Board and the Union. Each party shall be responsible for compensating its own representatives or witnesses. All other expenses shall be borne by the party incurring them.

I. Miscellaneous Provisions

1. Nothing contained in this Article shall prevent the parties from settling an alleged grievance to their mutual satisfaction at any time prior to the issuance of the arbitrator’s decision.

2. Conferences, meetings, and hearings held under this grievance procedure shall be limited to those persons specified in the procedure, witnesses, resource persons required by either party and representatives for the parties. These meetings shall be scheduled at a time and place mutually agreeable to the Board and the Union. No employee entitled to be present shall suffer loss of pay because of participation in this grievance procedure.
ARTICLE XI

TECHNICAL CLAUSES

A. Separability

Any Article, Section, Provision, Sentence, or Clause of this Agreement held to be illegal will not be deemed invalid, except to the extent permitted by law. However, the remainder of this Agreement shall remain in full force and effect for the entire term of this Agreement.

In the event any Article, Section, Provision, Sentence, or Clause is determined to be invalid by a court of competent jurisdiction, and, thereafter, no appeal is taken by either party within the appropriate time period, the parties shall meet to discuss the possibility of negotiating a successor Article, Section, Provision, Sentence, or Clause to the one deemed to be invalid.

B. Typing and Printing of the Agreement

The Union shall assume all responsibility and cost related to the typing and printing of the Agreement for execution by the parties. Upon execution of the Agreement, the Board shall assume all responsibility and cost for the printing of sufficient copies of this Agreement for the parties.

C. Duration

This Agreement shall be effective May 21, 2014, and shall remain in full force and effect through June 30, 2018.

D. No Strike

The Union agrees not to strike for the duration of this Agreement.
ARTICLE XII

MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers or authority of the Board of Trustees which are not specifically limited by the express language of this Agreement or by the Illinois Educational Labor Relations Act are retained by the Board, provided such right shall not be exercised as to violate any of the specific provisions of this Agreement or to abrogate any of the duties of the Board under the Illinois Educational Labor Relations Act.
IN WITNESS WHEREOF:

For the College of Lake County
Board of Trustees, District #532

Chairperson

Amanda

Date

5/20/14

For the College of Lake County Staff
Council, Lake County Federation of
Teachers, Local 504, IFT-AFT/AFL-CIO

President

5/20/2014
MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD OF TRUSTEES AND THE COLLEGE OF
LAKE COUNTY STAFF COUNCIL REGARDING THE
GRANDFATHERING OF CERTAIN EMPLOYEES
FOR RETIREMENT BENEFITS

During the negotiations for a successor agreement to the 2007-2010 Collective Bargaining Agreement, the parties have discussed that the Board of Trustees is changing the eligibility criteria for its retirement programs to require employees to have no less than fifteen (15) years of continuous full-time service in Board-appointed positions and to meet SURS retirement eligibility criteria at the time of retirement. In particular, the parties have developed or modified Memoranda of Understanding regarding Board Policy 525, the Board policy regarding the pick-up of portions of employees’ SURS retiree insurance premiums, and the Board policy regarding the pick-up of portions of employees’ Medicare insurance premiums.

In recognition that certain employees will soon be able to meet the eligibility criteria under the unchanged, previous Board retirement policies, the parties have agreed that individuals meeting the following criteria will be permitted to access the benefits described in the Memoranda of Understanding of the 2014-2018 Collective Bargaining Agreement dealing with Board Policy 525, retiree SURS insurance premiums, and retiree Medicare insurance:

1. The employee must have at least ten (10) years of continuous full-time service in a Board-appointed position on or before December 31, 2011;

2. By June 30, 2011, the employee must give the Board of Trustees written irrevocable notice of his or her intent to retire which notice provides that he or she will retire on or before June 30, 2014; and

3. The employee must be eligible to retire, and in fact, retire directly into the SURS system on or before June 30, 2014.

If the employee meets all these criteria, he or she will be subject to and eligible for the benefits set forth in the Memoranda of Understanding regarding Policy 525, SURS retiree insurance and retiree Medicare insurance, subject to the other terms, conditions and limits of those MOU’s, including caps and limits on the contributions to be made by the Board and subject to any provisions regarding the ability of the Board to change such policies. Prior to execution of this MOU, a list of those employees who are eligible for the above benefits will be attached to this agreement. This list is intended to eliminate any ambiguity regarding eligible employees and is not intended to exclude, by clerical or other such error, any employee who would otherwise be eligible according to the terms above.

This MOU is subject to the terms and conditions of the 2014-2018 Agreement, including, but not limited to, the grievance procedure.
MEMORANDUM OF UNDERSTANDING REGARDING RETIREMENT INCENTIVE PROGRAM

It is understood that, for the period of this contract, employees covered by the 2014-2018 collective bargaining agreement between the College of Lake County Community College District No. 532 and the College of Lake County Staff Council, Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO shall be eligible for the retirement benefits described in Board Policy 525.

Furthermore, it is understood that if this retirement incentive program for non-bargaining unit classified employees changes during the life of the 2014-2018 collective bargaining agreement, employees covered by the 2014-2018 agreement shall also be eligible for such changes, so long as such changes are not a diminishment of this benefit as it currently exists.

Pre-retirement procedures

1. An initial pre-retirement meeting between the potential retiree and the HR Department will be held at some point during the fifth (5th) year before retirement, at which both parties formulate a retirement plan. Notice will be sent by the HR Department that an HR representative is available for such meeting upon an employee's written notice of his or her wish to have the initial pre-retirement meeting.

2. In the final four (4) years before retirement, the 200 hour (25 day) carry-over caps in VII.H.4 will be removed, so that there is no vacation carry-over cap in those years, thus allowing the employee the ability to accrue vacation days towards the SURS 56-day cap while also allowing the employee the ability to take vacation days during those years.

3. Near the beginning of the last year of employment, a retirement meeting between the employee and his or her immediate supervisor (with the applicable HR-provided report given to the immediate supervisor before this meeting) will occur in the event that the employee will have more than the 56 vacation days as payout from the College for SURS creditable service at date of separation. The meeting's goal will be to schedule any remaining vacation time (in excess of the 56 days) so as to minimize, to every extent possible, a disruption in the regular operations of the College.

4. The College does not pay employees for unused vacation above the fifty-six (56) days at the end of their employment and the employee must use the days for vacation purposes or SURS credit before the end of employment or they will be lost.

5.a To receive the full benefits of the vacation carry-over cap removal in number 2 above, the employee must give his or her retirement letter of intent to the HR Department no earlier than four (4) years but no longer than five (5) years before the intended date of retirement (i.e., the fifth year out from retirement); retirement letters of intent submitted any longer than five (5) years before the intended date of retirement will not be accepted by the College (i.e., the sixth year out from retirement or beyond).

For illustrative purposes, the below chart further clarifies the above paragraph (5.a). The non-shaded area below (fifth year from retirement) would be the time frame in which the employee would submit his or her retirement letter of intent to the HR Department. The shaded area below would be the timeframe in which the employee would have his or her vacation carry-over cap removed for the purposes of this MOU.
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5.b Any employee who submits his or her retirement letter of intent less than four (4) years before retirement will receive the benefits of number two (2) above on a proportionate basis in accordance with the monthly allotment of vacation time (i.e., the fourth, third, second or first year out from retirement). For example, an employee who submits his or her retirement letter of intent two and a half years before retirement will have his or her vacation carry-over cap lifted at that time, which in this example would be two and a half (2 ½) years before retirement (i.e., half way through the third year from retirement).

For illustrative purposes, the below chart further clarifies the example in the above paragraph (5.b). The shaded area below would be the time frame in which the employee would have his or her vacation carry-over cap removed for the purposes of this MOU.

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Irrespective of when an employee submits his or her retirement letter of intent, said employee will realize no diminishment in benefits afforded by Board Policy 525.
MEMORANDUM OF UNDERSTANDING REGARDING COLLEGE’S POLICY ON MEDICARE COVERAGE FOR RETIREES’ NON-CONTRACTUAL BENEFIT

The College does not by contract, or under any collective bargaining agreement, reimburse retirees for Medicare Plan A or B supplemental coverage. The College has, however, by Board Policy 925 reimbursed eligible bargaining unit employees. The College policy will be modified, effective July 1, 2010, to provide as follows until further notice:

1. For eligible bargaining unit employees who have already retired and are currently receiving benefits under the policy described above, commencing July 1, 2010 and thereafter until further notice, the Board will reimburse an eligible retiree the premium amount he or she actually pays each calendar year for Medicare Parts A and B up to a maximum of the amount the College reimbursed the retiree for Medicare Parts A and B in the 2010 calendar year.

2. For eligible bargaining unit employees who have declared their intent to retire on or before June 30, 2012 and whose notice of intent to retire has been approved by the Board of Trustees, the College will reimburse an eligible retiree the premium amount he or she actually pays each calendar year for Medicare Parts A and B up to a maximum annual amount of $4,244.00.

3. For all other eligible bargaining unit employees the College will reimburse retirees for the cost of Medicare Parts A and B premiums up to an annual maximum amount of $1,326.00.

4. To be eligible for benefits under this policy an employee must retire with no less than fifteen years (15) years of continuous full-time service in a Board-appointed position and meet the SURS retirement eligibility criteria at the time of retirement from the College.

5. Employees hired on or after July 1, 2011 are not eligible for benefits under this policy.

Nothing herein limits the right of the Board to alter or reduce these benefits or to change this policy for current or future employees or retirees, subject to good faith impact bargaining. This MOU supersedes and supplants any other College policy or program for these bargaining unit employees regarding reimbursement of Medicare premiums. If the Board does reduce benefits under this policy, it will notify the union and any affected employee(s) of the change, and any affected employee who has given his or her notice of intent to retire but who has not yet retired, may rescind the retirement notice by giving written notice of the rescission to the Director of Human Resources within sixty (60) days of the Board’s notice of the change to the Union and the affected employee(s).
MEMORANDUM OF UNDERSTANDING REGARDING COLLEGE’S POLICY ON RETIREE’S SURS CIP HEALTH INSURANCE NON-CONTRACTUAL BENEFIT

The College does not by contract, or under any collective bargaining agreement, reimburse retirees for CIP SURS health insurance premiums. The College has, however, by Board Policy 925 reimbursed eligible bargaining unit employees for premiums. The College policy will be modified, effective July 1, 2010, to provide as follows until further notice:

1. For eligible bargaining unit employees/retirees, the Board will reimburse eligible individuals for the cost of premiums for individual coverage under the SURS CIP plan up to an annual maximum of two thousand seven hundred twenty-seven dollars ($2,727). The retiree shall pay and be reimbursed annually for those premium amounts provided the retiree shows proof of payment of such premiums until the retiree shall reach age of sixty-five (65). Notwithstanding any other policies or agreements, retired bargaining unit employees will not be eligible to participate in the College’s group health plans.

2. If at the time of retirement, the retiree shall elect to purchase insurance other than through the SURS CIP plan, the Board will contribute thereto in an amount up to two thousand seven hundred twenty-seven dollars ($2,727) annually until the retiree shall reach the age of sixty-five (65). All retirees, including those individuals who have retired under previous policies or collective bargaining agreements, are subject to the two thousand seven hundred twenty-seven dollar ($2,727) limit.

3. To be eligible for benefits under this policy an employee must retire with no less than fifteen years (15) years of continuous full-time service in a Board-appointed position and meet the SURS retirement eligibility criteria at the time of retirement from the College.

4. Individuals hired on or after July 1, 2011 are not eligible for the benefits under this Policy.

Nothing herein limits the right of the Board to alter or reduce these benefits or to change this policy for current or future employees or retirees, subject to good faith impact bargaining. This MOU supersedes and supplants any other College policy or program for these bargaining unit employees regarding reimbursement of premiums for SURS CIP or contribution towards insurance other than through SURS CIP. If the Board does reduce benefits under this policy it will notify the union and any affected employee(s) of the change, and any affected employee who has given his or her notice of intent to retire but who has not yet retired, may rescind the retirement notice by giving written notice of the rescission to the Director of Human Resources within sixty (60) days of the Board’s notice of the change to the Union and the affected employee(s).
MEMORANDUM OF UNDERSTANDING
 REGARDING SOUTHLAKE POSITIONS

When the number of Southlake maintenance and custodian employees exceed six (not including any leads), the parties agree to meet and discuss whether the job responsibilities should be revised.

Southlake maintenance and custodian employees will not have priority rights under Article III. B. for Grayslake or Lakeshore campus positions. Nor will Grayslake or Lakeshore maintenance or custodian employees have priority rights to Southlake vacancies under Article III. B.
MEMORANDUM OF UNDERSTANDING
REGARDING ARTICLE VII. A. HEALTH LEAVE

CONTRACT LANGUAGE

Health leave is intended for medical and dental appointments and for those times when the employee is prevented by injury or illness from meeting work obligations. The Board may request verification of an illness by the employee's physician whenever:

1. An employee has missed three (3) or more consecutive days of work;

2. An employee has had more than five (5) unverified illness incidents within the past twelve (12) months (but health leave of two (2) hours or less taken for medical or dental appointments shall not count as an illness incident); or

3. Whenever the College has cause to believe the employee may not actually have been sick.

Request by the Board for verification of an illness must be requested in writing and shall include the reason (#1, #2, or #3 above) for which it was requested.

The doctor's note shall contain:

A. The date the employee visited his/her physician, the date[s] the employee was unable to work, and the date the doctor believes the employee is able to return to work.

B. The name, address and telephone number of the physician from whom the employee sought treatment or care.

C. In addition to the above, upon request of the College, the letter shall contain the reason the employee sought treatment or care. Such request or any lack of request shall be non-precedential toward the same employee in other illness incidents and towards all other employees. Doctor's notes shall be held in confidence by the College at the office of the Director of Human Resources.

D. Prescription forms or labels are not sufficient verification.

Employees shall call their supervisor or designee promptly upon determining that illness will prevent them from performing their regularly assigned duties and, whenever possible, one hour in advance of the employee's start time. If possible, the employee shall notify the supervisor or designee by the end of the first day of illness indicating when the employee will be able to report again for duty. An employee may use vacation leave as health leave only if (1) the employee has exhausted his or her health leave, and (2) the employee notifies the College when the illness is reported that he or she desires to use vacation leave for health leave reasons. Such leave shall count as an illness incident for purposes of Article VI I.A.2 and for Article VI.F (Overtime).

COLLEGE PROCEDURES

The following process has been developed, with definitions wherever possible, to offer additional definition or to better facilitate the successful completion of this process.

1. An employee planning to use their health leave is required to call in to their supervisor anytime the employee will be absent from a shift that the employee is required to work, unless the employee has made prior arrangements with their supervisor. If for any reason, an employee is unable to reach their supervisor directly and the employee reaches the

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supervisor’s voicemail, the employee should press the number 1 and leave a message. This voice mailbox will be accessible to both an employee’s supervisor and the lead.

2. If an employee is absent and wishes their absence to be recorded as “verified,” the employee may choose to voluntarily submit a physician’s note. This note must include letters A. and B. as noted above or in the contract and must be submitted to the Human Resources Office for placement in the employee’s personnel file for a multiple day absence. In the case of a one day absence, a physician’s note stating that the employee was seen on the day of absence is adequate. This note must be received no later than seven (7) calendar days after the last date of the absence. The College has seven (7) calendar days from the date of the receipt of the note to notify the employee if the note is unacceptable and/or will not be used toward a “verified” absence. If the College does not notify the employee within seven (7) calendar days, the absence will be considered verified.

3. After an employee has missed three (3) or more consecutive days of work, the College may request verification of the illness/incident. This note must include letters A. and B. and upon request of the College, shall contain letter C. as noted above or in the contract. This note can be submitted on a physician’s prescription pad or on stationery that includes the name, address and telephone number of the physician from whom the employee is receiving treatment or care.

4. Any physician’s note requested by the College will be submitted to the Human Resources Department either in person (when returning to work) or via fax (847-223-0624). The information contained in the note will be held in confidence. The Facilities Department will be notified that a physician’s note has been received but will not be notified of the content of the physician’s note. Any return-to-work restrictions, stipulated by a physician, must be submitted to the employee’s supervisor prior to the start of the work shift.

5. For the purposes of this agreement, it is understood that a physician may be unable to issue a doctor’s note for any health leave days taken prior to treatment by that physician. Therefore, a “verified health incident” can include any reasonable time taken prior to treatment providing that the doctor’s note contains letters A. and B. and upon request of the College, letter C as described in this agreement.

6. The Human Resources Department will maintain and keep current the absence list and shall provide such to the employee when requested.
MEMORANDUM OF UNDERSTANDING
REGARDING DISABILITY POLICY

It is understood that, for the period of this contract, employees covered by the 2014-2018 collective bargaining agreement between the College of Lake County Community College District No. 532 and the College of Lake County Staff Council, Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO shall be eligible for the disability benefits described in Policy 943: Permanent Disability.

Nothing herein limits the right of the Board to alter or reduce these benefits or to change Policy 943 for employees who access or who may access these benefits, subject to good faith impact bargaining.
MEMORANDUM OF UNDERSTANDING
REGARDING SALARY DEDUCTION

This Memorandum of Understanding is made between College of Lake County Staff Council (the "Union") and the College of Lake County Board of Trustees, District #532 (the "Board") and is subject to the full terms of the 2014-2018 collective bargaining agreement, including, but not limited to, the grievance procedure.

On occasion, due to unforeseen circumstances employees who have exhausted their sick leave, vacation leave and all available paid time off, may wish to take "dock days," i.e., time off without pay, in order to take a vacation which they have planned in advance and for which they have made a financial commitment. In such circumstances "dock days" may be granted under the following conditions:

1. The planned vacation is certified in writing by the employee to the Human Resources Office and the employee produces evidence of a significant financial commitment(s) such as airline tickets or receipts for the purchase of airline tickets, receipts for hotel or other accommodations, receipt(s) for rental car agreements, etc.

2. The employee has used leave which resulted in exhausting all his or her available sick leave, within the six (6) months preceding the scheduled vacation and the employee has no other paid leave available.

3. Human Resources has reviewed and approved the request. Human Resources may approve or disapprove the request in its discretion, taking into account such factors as the employee's work record and attendance.

4. The employee may not take any more than eighty (80) hours of "dock days" in such circumstances and may take "dock days" as set out in this Memorandum only once in his or her employment with the College.

5. For the planned vacation days, salary deduction will occur, without loss of employment status or seniority.

6. Nothing herein limits or affects the ability of the College to discipline or reprimand an employee for poor attendance even if it grants the request for the use of "dock days" under this Memorandum of Understanding.
MEMORANDUM OF UNDERSTANDING
SIDE LETTER ON NON-BINDING EXPLORATION OF
ALTERNATIVE COMPENSATION SYSTEM

The Union and the Board agree to meet regularly over the life of the agreement to explore a tiered compensation structure. In no case will this exploration result in any changes to the 2014-2018 agreement. The intent of this Side Letter is to begin a process of joint exploration and investigation of a tiered system of compensation that is informal, non-binding and non-precedential.