

CONTRACTUAL AGREEMENT

between

**BOARD OF TRUSTEES OF JOLIET JUNIOR COLLEGE
ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 525**

and

**LOCAL 1 SERVICE EMPLOYEES
INTERNATIONAL UNION FIREMEN AND OILERS DIVISION**

2019-2023

COVERING FACILITIES SERVICE/RECEIVING EMPLOYEES

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ARTICLE I

RECOGNITION

Section 1

The Board of Trustees of the Community College District No. 525, Counties of Will, Grundy, Kankakee, Kendall, La Salle, Livingston, and Cook, State of Illinois (also known as Joliet Junior College), hereinafter referred to as the "Board" or the "Employer", hereby recognizes the Service Employees International Union, Local 1, Fireman and Oilers Division, hereinafter referred to as the "Union", as sole and exclusive bargaining agent for all employees in classifications listed in Article XIII of this agreement, regardless of membership in the Union, with the exception of temporary (not to exceed forty-five (45) continuous work days of employment) workers, student workers, and employees who are in positions of supervision. The Board acknowledges its intent to assign necessary overtime work to full-time employees as equitably as possible over a reasonable period of time by seniority and the minimum ability to perform the job and not to utilize part-time or temporary employees in lieu of fulltime employees.

Section 2

The Board and the Union recognize that the Board shall retain whatever rights and authority are necessary for it to effectively carry out its responsibilities delegated to it by the laws of the State of Illinois, and through its chief administrative officer reserves final authority in all assignments. To this end, the Board Manual of Policies will include items not covered by this contract, which policies shall be consistent with the provisions of this agreement. The parties acknowledge that during the negotiations which resulted in this agreement each had opportunity to make demands and proposals with respect to matters within the scope of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement; therefore, the Board and the Union for the life of this agreement each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplations of either or both parties at the time they negotiated or signed the agreement.

Section 3

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Union, and constitutes the entire agreement between the parties. Any amendment or agreement supplement hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties agree it is their intent to recognize past practices and the appropriate support for such past practice in the grievance procedure.

Section 4

The Board on its own behalf and on behalf of the electors of the district hereto retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by administrative directives, the law, and constitution in the State of Illinois and of the United States of America.

ARTICLE II

INTENT & PURPOSE

It is the intent and purpose of the Board of Trustees that this Agreement will set forth herein a basic policy governing certain bargaining rights between the Board of Trustees and the Service Employees International Union, Local 1, Fireman and Oilers Division, as the sole and exclusive bargaining agent and the Board will negotiate with the Union on all matters of wages, hours, and other conditions of employment as provided by the Illinois Educational Labor Relations Act (IELRA). If the IELRA is repealed or amended as to exclude scope of negotiations, the parties will negotiate all matters of wages, hours, and other conditions of employment.

ARTICLE III

LENGTH OF AGREEMENT

This agreement shall remain in full force and effect until June 30, 2023, and thereafter for a period of one year unless either party shall, at least ninety (90) days prior to the expiration, serve a written notice on the other party of a desire to terminate, modify, or change this agreement. Such notice shall be sent to the Board, in care of the College President, 1215 Houbolt Road, Joliet, Illinois 60431, and to the Union Vice President, SEIU, Local 1, Fireman and Oilers Division, 111 E. Wacker Dr., Suite 1700, Chicago, Illinois 60601.

ARTICLE IV

NON-DISCRIMINATION

Prohibition Against Discrimination

The Board and the Union do not and will not discriminate on the basis of Union affiliation. Any alleged violation of this Article shall be processed through the arbitration step of the grievance procedure set forth in this Agreement, provided the Union and individual grievant(s) shall waive all rights to assert such alleged discrimination and/or seek relief therefore pursuant to the Illinois Educational Labor Relations Act. In the absence of such a waiver, the parties agree that the arbitration step of the grievance procedure shall not be available; it being the intent of the parties that there be but one (1) avenue utilized if the parties are unable to reconcile their differences at or prior to the appeal of the grievance to the College President.

ARTICLE V

GRIEVANCES

Section 1

The administrative organization of the College provides a series of levels through which an individual problem may be handled. A grievance shall be considered a misinterpretation or misapplication of a specific article or section of this Agreement. Items in this contract subject to federal and state statutes are not subject to the grievance procedure.

The Board shall establish a complaint procedure to deal with disputes arising out of work-related situations. Such procedures shall be comparable to the grievance procedure which follows, but shall terminate with the President or designee. The complaint procedure shall not be deemed part of or covered by this Agreement except for the fact of its establishment.

Section 2

- A. Prior to a grievance being filed, the grievant will attempt to resolve the concerns with their direct supervisor, then the Director of Facility Services. If no resolution can be agreed upon, grievances shall first be submitted by the grievant or the Union to the immediate supervisor, in writing, stating facts giving rise to grievance, section of agreement alleged to be in violation and relief requested by grievant. The grievance must be filed within fifteen (15) working days of the alleged infraction.

- B. If no agreement is reached within five (5) working days, the case may be presented to the appropriate Vice President or designee in writing within five (5) working days of the employee's receipt of a response from the immediate supervisor or in the absence of a response, within ten (10) working days from its submission to the immediate supervisor.

- C. If no agreement is reached within five (5) working days, the case may be presented to the President of the College or designee. All written material, including a critique written by the appropriate Vice President will be forwarded to the President or designee within five (5) working days of the employee's receipt of a response from the Vice President or designee or in the absence of a response, within ten (10) working days from its submission to the Vice President.

- D. If the Union disagrees with the decision in the previous step, they may request non-binding mediation within ten (10) working days after receiving the decision. Both parties must agree to non-binding mediation. The Union and the College may, by mutual agreement, seek the services of the Federal Mediation and Conciliation Services to assist in resolving any grievance that reaches this step. Mediation is only binding if the parties can come to an

agreement. The Mediator shall have no power to alter, add to, or subtract from the terms of the Agreement.

ARBITRATION

If the grievance is not resolved in Article V, Section 2 D, and the Union requests arbitration, the President of the College or designee and the Vice President of the Union or designee will select a mutually acceptable arbitrator who will review the grievance. In the event that the President of the College and the Vice President of the Union or designee cannot agree upon an acceptable arbitrator, the procedures and services of the Federal Mediation Conciliatory Services will be engaged. If the parties shall mutually agree to utilize a court reporter to produce a transcript of the arbitration hearing, the parties shall share equally in the cost of the court reporter and in providing the copies of the transcript for the arbitrator and the parties. If only one party shall determine to utilize a transcript, such party shall bear the entire cost thereof, provided the other party shall not be entitled to a copy of such transcript, but if a copy is furnished to the arbitrator, such other party shall have the right to inspect such transcript.

Within thirty (30) calendar days after meeting with the aggrieved party, the President of the College or designee, and the Vice President of the Union or designee, the arbitrator shall render in writing an award on the grievance claimed. The expenses incurred by the arbitrator and any fee for services will be shared equally by the Board and the Union. The arbitrator shall limit his opinion strictly to the application and interpretation of the provisions of this contract. The arbitrator shall have no power to add to, subtract from, alter, or in any way modify the terms of this agreement. The decision of the arbitrator shall be binding.

Section 3

An individual may submit a grievance in person and/or may have a representative of the Union present to represent him/her. The steward shall be allowed a sufficient period of time to process the individual's grievance. The Union shall have the right to have a representative present at any formal meeting or hearing hereunder.

Section 4

An individual is entitled to review of his/her problems by each of the levels listed. This review will be completed by all levels within thirty (30) working days unless more time is needed.

Section 5

A. Upon written request, an employee shall have the right to review and have reproduced (at the employee's expense) all materials in the employee's personnel file(s). Such review and reproduction shall be in the presence of a designated employee of the Board.

1. Only one (1) official personnel file shall be maintained at the college in the Human Resources Department for each full-time employee. No other files, records, or notations

shall be kept by the college except for necessary information kept by the immediate supervisor. Such official personnel files may be examined upon request through the Executive Director, Human Resources. A full-time employee shall be notified in writing when something evaluative is placed in his/her file and he/she shall have the right to respond in writing to any item placed in their file; such response shall be included in the file, provided such response is submitted within fifteen (15) calendar days of the full-time employee's receipt of a copy placed in the file. Other than full-time employee, the Executive Director, Human Resources or his/her designee shall have access to official personnel files. These files shall be accessible through legal subpoenas. The Human Resources Center will honor the Privacy Act.

- B. Each employee shall have the right to insert material into his/her official personnel file that is relevant to the employee's service, including the right to reply to any material in the official personnel file(s), at any time, provided such shall be submitted within fifteen (15) calendar days of the event or date of filing of the original material.
- C. No evaluative material shall be placed in an employee's personnel file(s) unless the employee receives a copy of such material and notification that said material is being placed in the file(s). The employee shall acknowledge such copy.
- D. No material referred to in G above shall be the basis of, nor contributing factor in, a disciplinary proceeding if such material is dated one (1) calendar year or more prior to the disciplinary action unless the events described in such material have been the subject of additional materials placed in the employee's official file.
- E. The Board agrees to remove all warning notices after one year, provided the Board reserves the unilateral right to continue any such notice for an additional year on consequential matters of a nature such as, but not limited to, sexual or other harassment, assault, battery and drunkenness but not if the subject is other than of a transient nature (such as, but not limited to, tardiness).

GRIEVANCE FORM

Joliet Junior College

PLEASE FILL OUT THIS FORM BY SUPPLYING THE NECESSARY INFORMATION.

DATE: _____

A GRIEVANCE IS DEFINED AS AN ALLEGED MISINTERPRETATION OR MISAPPLICATION OF A SPECIFIC ARTICLE OR SECTION OF THE AGREEMENT.

1. Name of employee filing the grievance: _____

2. Position employee holds at Joliet Junior College: _____

3. This grievance is filed in reference to:

Article No. _____ Section No. _____ Paragraph No. _____

4. Statement of Grievance as presented by grievant: _____

*If additional space is needed, attach a letter to this form.

5. The following is a statement of relief requested by said grievant: _____

Grievant's Signature: _____

Distribute as follows:

Original: Supervisor

Copy #1: Administration

Copy #2: Grievant

Copy #3: Union

Copy #4: Human Resources

ARTICLE VI

PROBATION – SENIORITY - TERMINATION

Section 1

Employees shall be placed in appropriate classification for the purpose of application of rate of wages. New employees, defined for purposes of this article as individuals who are not employed in Facility Services bargaining unit positions, are subject to a ninety (90) calendar day probationary period. Time spent by a probationary employee in training outside of or away from the College shall not apply to the satisfaction of the ninety (90) calendar day period. If an employee is on any authorized unpaid leave during the probationary period, the probationary period may, at the employer's discretion, be extended for a time equal to the time off on leave. In addition, if circumstances warrant, the probationary period may be extended by the College for an additional forty five (45) calendar days. During said probationary period, the employee shall demonstrate ability and demeanor satisfactory to the employer. During the probationary period the Board may release such employee at its sole discretion without giving rise to grievance. No employee shall acquire seniority rights until the probationary period shall be completed. If the employee remains in the employ of the Board beyond that time the employee shall have seniority dated from the first day of employment.

For purposes of computing seniority, a partial day worked shall be considered a full day. If more than one employee is hired on any one day and no determination can be made as to who is senior, the determination shall be made by lot.

Employees hired into one of the classifications covered under this agreement who have continuous prior employment in another position within the College shall have the total of such continuous employment counted for purpose of vacation and sick leave accrual.

Probationary employees shall receive pay for applicable holidays at the successful conclusion of their probationary period. Full-time employees shall receive sick pay, vacation and personal leave accrual retroactively at the end of their successful conclusion of the probationary period.

The department of Human Resources shall on a quarterly basis create and remit to the steward a report covering the activities of the Facility Services department concerning new hires by date, probation conclusion or extension of new hires and the termination date of any employees covered by this agreement (see Appendix B).

Section 2

Two kinds of seniority are recognized by this Agreement:

- A. General seniority shall date from the date of original or most recent entry into the bargaining unit.
- B. Classification seniority shall date from the date of most recent entry into a classification covered by this Agreement.

Seniority shall terminate under any of the following conditions:

- 1. Resignation.
- 2. Discharge for just cause.
- 3. Acceptance of a pension due to service with the Board.
- 4. Failure to return from an authorized leave.
- 5. Failure to return from lay-off within prescribed time.

Section 3

When any opening occurs, positions will be posted in a prominent place on a bulletin board. Positions will be posted for a minimum of four (4) working days. Any employee applying for a position must do so on-line, using the Human Resources job application portal. Notice of opening will include job description and salary level of the position to be filled.

Section 4

Members of bargaining unit who have completed probation and are eligible for paid time off from a classification taking promotion to another classification shall begin an additional thirty (30) calendar day probationary period beginning with the first day. If during the thirty (30) calendar day probationary period said employee shall not demonstrate ability to perform to the satisfaction of the administration he/she may be returned to his/her original status at the sole discretion of the administration, without giving rise to a grievance. Such period shall not commence to run during any training taken by the employee outside of or away from the College.

Section 5

Members of bargaining unit who are qualified for promotion from a classification to a higher level classification shall be selected on a seniority basis.

Section 6

Lay-off shall be in accordance with classification seniority should a reduction in force become necessary. The affected employee shall immediately exercise (his/her) general seniority to bump the junior general seniority employee in a lower level or shall accept the lay-off. The reverse procedure shall be followed for recall before any new people are employed. Employees laid off from any classification shall not lose seniority or benefits held at time of lay-off. Said employee, upon being notified, must report within fifteen (15) working days to retain his/her seniority. Failure to report within fifteen (15) working days will forfeit all rights of seniority. The seniority of any employee who resigns and is later re-employed shall start from the date of re-employment. Laid-off employees shall retain recall rights for fifteen (15) calendar months.

Section 7

In long term (exceeding fourteen (14) calendar days) lateral transfers from one classification to another, one campus to another, or from one shift to another, the opportunity to transfer shall be offered to qualified employees on the basis of seniority. If no employee seeks such transfer, management will transfer those with least seniority first in that classification. Employees will be notified fourteen (14) calendar days prior to such long-term transfers.

Section 8

The Board agrees to limit the hiring of temporary employees to those instances when a regular fulltime or part-time position is temporarily vacant due to the granting of extended leave which is expected to last thirty (30) calendar days or more and those instances when a short-term need for additional employees arises and the need will not exceed ninety (90) calendar days. Temporary employees will not be hired within a classification when a regular full-time or part-time position within the classification remains unfilled.

Temporary positions within a classification will be filled with the most qualified full-time employees from a lower level position on a seniority basis. In the event that there are no qualified full-time applicants, the positions will be filled with the most qualified part-time employees on a seniority basis.

Temporary vacancies may be filled by new employees after all qualified internal candidates from the lowest classification have been considered.

ARTICLE VII

WORK SCHEDULE AND WAGE RATES AND UNION DEDUCTIONS

Section 1

Forty (40) hours of work is required as a work week and not less than eight (8) consecutive hours represents a work day. A work week is defined as five (5) consecutive days. Employees will be allowed to take one (1) fifteen (15) minute break for each four (4) hours worked. A thirty (30) minute lunch period does not constitute a part of the work day or work week. Special arrangements by the mutual consent of both parties can be set up such as the four (4) day, forty (40) hour week. The work week will commence 12:01 a.m. Saturday morning and end midnight of the following Saturday morning (12:00 a.m.).

Section 2

Time plus one half the regular hourly rate shall be paid for all work in excess of forty (40) hours in any week. There shall be no pyramiding of overtime. Overtime shall be distributed among full-time employees as equally as possible over a reasonable period of time by seniority and the minimum ability to perform the job.

Section 3

Full time and part time employees called back to work for emergency after completing their regular work shall be guaranteed a minimum of three (3) hours pay at time and one half. There shall be no adjustment to employees work schedule to avoid overtime. Any personnel on the call out list or any maintenance person called while off work to an alarm or any problem that might arise at any campus locations that can be resolved over the phone or is such a nature that the alarm or problem does not require a maintenance person to report to work, will be compensated with two (2) hours of compensatory time. The process of filling an Overtime Request and Approval Slip is required with the Comp Time box checked, and reason for request filled out. This is regular pay plus additional one half (½). The current practice on maintenance "call and not be used" shall be continued; however, accumulated time will not exceed eight hours without approval.

Section 4

As a condition of employment, all personnel accept a consecutive five (5) days to include Saturday as regular pay when their assignment requires them to work this schedule. Assignments will be made according to seniority or by employee request. All employees will be paid double time for all time worked on Sunday, provided there shall be no pyramiding of overtime. Employees will be notified fourteen (14) calendar days prior to a change in work week. The

College shall have the right to ask employees on a case by case basis to waive the fourteen (14) day notice and if there is mutual agreement, the employee will work the temporarily changed schedule for the time frame.

Section 5

When a member of the bargaining unit substitutes for another member in a position of higher classification, he/she shall be paid at the rate of his/her step of the higher classification for all hours worked at the higher classification.

Section 6

For each eight (8) hour work day, a thirty (30) minute lunch period will be scheduled without pay.

Section 7

The following are designations of shifts:

2019-2023

Day shift #1	7:30 a.m. to 4:00 p.m.
Afternoon shift #2	3:30 p.m. to 12:00 a.m.
Midnight shift #3	10:30 p.m. to 7:00 a.m.

The following are designations of shift differential:

No Differential	7:30 a.m. to 3:30 p.m.
\$.50 per hour	3:30 p.m. to 10:30 p.m.
\$.60 per hour	10:30 p.m. to 7:30 a.m.

The change in shift hours is exclusively for the application of the shift premium.

Section 8

- A. The Board will deduct from the pay of each member of the bargaining unit, from whom it received written authorization to do so, the required amount of Union dues. The dues and a list of the employees who pay the dues and the dues that have been deducted shall be forwarded to the President of the Union no later than fifteen (15) days after such deductions have been made. The Union will inform the Board of any change in the amount of dues in accordance with its constitution. The Union agrees to refund to the Board or the employee any dues which may have been erroneously deducted or any monies which may have been erroneously remitted to the Union. The parties acknowledge and agree that the term “written authorization” as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as “authorization” for purposes of this Agreement.

- B. The Union shall indemnify and hold harmless the District, Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of, or by reason of action taken by the Board for purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions.

ARTICLE VIII

HOLIDAYS

Section 1

Holidays within the meaning of this contract shall be fifteen (15) days during the College's fiscal year. In the event the Board declares any holiday other than the above, it shall be considered a holiday under this Agreement.

Independence Day	Day after Christmas
Labor Day	New Year's Eve Day
Veterans Day	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Day after Thanksgiving	Good Friday
Day before Christmas	Presidents Day
Christmas Day	Memorial Day

Floating Holiday (applicable to employees with five or more years of full-time service with the College).

Section 2

All full-time employees covered by the terms of this contract shall be entitled to receive their regular pay rate for the equivalent of an eight (8) hour period on each of the holidays stipulated in Article VIII, Section 1. In addition, the following special conditions shall apply:

- A. If such an employee is asked to work on one of the above holidays, compensation will be given at the regular hourly rate, plus time and one half for those hours actually worked. This payment shall not affect the employee's overtime pay for the week providing his/her actual hours worked during the applicable five (5) day period equals forty (40) hours with each holiday counting as the equivalent of eight (8) hours.

- B. If a holiday falls on such an employee's day off (meaning outside of his/her five day work week as defined in Article VII, Section 4), he/she will be compensated for the holiday at double his/her regular hourly rate for eight (8) hours or he/she will be granted a "replacement holiday" at another time mutually agreed upon by the employee and the administration. If a holiday falls on a Saturday or Sunday, the administration will determine the date of the "replacement holiday".

C. If such an employee is asked to work on a "calendar holiday" falling on his/her day off, he/she will be compensated at his/her regular hourly rate plus time and one half for those hours actually worked. However, should the employee receive a "replacement holiday" (under the provisions of part B of this section) and should he/she be asked to work on the "replacement holiday", compensation will be calculated at the overtime rate for the hours actually worked. This calculation assumes that the employee works the equivalent for forty (40) hours, see part A above, within the five (5) day period that the "replacement holiday" is granted. Should this not be the case, the time worked on the "replacement holiday" would be at the regular hourly rate.

Section 3

Qualifications for holiday pay will require that an employee shall work on his/her scheduled job prior to and the first scheduled day after the holiday, unless the employee shall be excused. No employee may exchange holiday time for any other time by superseding any premium holiday pay.

Section 4

The part-time bargaining unit employees who are required to work on holidays will be paid at their regular rate plus time and one-half. The overtime rule does not apply.

ARTICLE IX

SICK LEAVE

Section 1

During the probationary period no sick leave will be granted. At the end of the probationary period sick leave will be granted for a maximum of fifteen (15) days per year. On the anniversary of each new year, an additional fifteen (15) days will be granted accumulative up to a maximum of three hundred sixty (360) days. Bargaining unit members who have a sick leave balance in excess of 360 days at the time of the execution of this contractual agreement will be allowed to retain their current sick leave balance.

In fairness to employees and to assist in scheduling work, the employee is required to call-in each day during the course of the illness or quarantine, except in those instances when a predetermined length of absence has been indicated.

Sick leave abuse is typically defined as that extends regular period off, usually the day preceding or following, but not limited to, paydays, holidays, or weekends. Excessive absenteeism or sick leave may result in disciplinary action as defined in Article XIX General Conduct.

Section 2

Earned Sick Leave and Carryover

Sick leave will be earned while on Family and Medical Leave (FMLA) but will not be earned on periods outside of FMLA such as approved additional leave (including disability, and other medical/sick leave, or unpaid time off) as the employee is not in an active working status. Upon return to work, accruals will resume and/or be pro-rated accordingly. This does not mean the employee will gain any retro time for sick leave not earned while on approved additional leave.

Sick leave may be carried over from year to year but may not exceed maximum rates established for each classification.

Usage and Recording

Leave meeting the eligibility criteria for FMLA will follow the guidelines and requirements for FMLA and be designated as such. Where applicable, a leave may also be applicable as an accommodation under the ADA, and will follow ADA guidelines and requirements.

Employees may use sick leave for their own personal illness, injury and medical appointment or for an eligible family member: employee's spouse, child, domestic partner, sibling, parent, mother/father-in-law, grandparent, grandchild, stepchild or stepparent unless otherwise defined in collective bargaining agreement. Use of sick time for these purposes is meant for short-term duration and is not intended to create additional leave above FMLA or accommodations under

ADA, if applicable. Sick days used for an eligible family member (excluding leave under the FMLA) cannot exceed five consecutive business days. An additional five business days (10 day maximum) may be approved by Human Resources.

Employees should follow attendance guidelines as indicated in the Employee Handbook and any established departmental procedures for calling in and/or requesting sick leave. Sick leave must be recorded based on time off requests/reporting processes at the time of the request or usage of sick time. Sick leave for scheduled absences should be requested in advance or scheduled when feasible to lessen disruption to the work area.

Earned Time Limits

After the initial twelve (12) weeks of continuous leave, if qualified for FMLA, or upon exhausting paid time off, whichever occurs first, no additional sick leave time will be earned until the employee has returned to active status.

Employees who earn sick time on a fiscal year basis will receive sick leave hours on a pro-rated basis calculated on scheduled work time remaining for the fiscal year.

Vacation leave balances may also be adjusted for those employees earning vacation leave on a fiscal year basis when an employee is out on a medical/sick leave of absence outside of the initial twelve (12) weeks of continuous leave FMLA leave.

Return to Work

A sick leave absence in excess of three (3) consecutive days requires the employee to present to Human Resources a written physician's note or statement from other licensed medical authority indicating that the employee was under their care. The note/statement should indicate a release date to return to assigned duties. This note must be provided to Human Resources prior to the employee resuming work duties. Human Resources reserves the right to request a doctor's note/statement and return to work documentation for absences less than three (3) days when the frequency of absence is such that creates a concern of abuse or misuse.

Concurrent Leaves

Other leaves may run concurrent to paid sick leave (e.g. FMLA or ADA).

Benefit Coverage

Insurance coverage is maintained for eligible employees while on paid sick leave.

Employees will be required to make contributions for continuation of benefits or insurance while on an approved unpaid leave (FMLA, ADA).

Employee Donated Sick Time

Employees who have exhausted all of their sick time, vacation, personal, floating holiday, and compensatory time may be eligible for employee-donated sick (EDS) time (45 days maximum).

For a second request for donated sick leave to be considered, an individual must complete three (3) additional years of full time service, from the date of the first day of the donated sick days to become eligible.

Maximum Leave Duration

Generally, the maximum leave duration (paid and unpaid) for a medical related leave of absence will be limited to twelve (12) months. This will include FMLA and any reasonable accommodation under the American's With Disabilities Act (ADA) because of a serious health condition (See ADA policy). To be considered actively returned to work, the employee must return for at least 10 work days.

ABSENCE CALL IN

An employee requesting the use of sick leave benefit must notify his/her Superintendent or Lead Person at least (30) minutes prior to the start of the shift. If an employee is unable to make direct contact with the Superintendent or Lead Person, the employee will leave a message on voicemail or with a member of the Facility Services Department clerical staff.

The Superintendent or Lead Person may call the employee to verify the message.

Except in emergency situations, call-ins must be made by the employee or immediate family member.

Section 3

In case of severe illness of an employee and in the event all vacation time and sick leave has been used up, additional days not to exceed thirty (30) working days will be requested. Such a request will have to be in writing and will require College Board approval, provided such approval shall not be withheld where such request is pursuant to the 1993 Family Medical Leave Act, which Act shall otherwise apply in all particulars, notwithstanding any other provision of this Agreement to the contrary.

Section 4

If an employee qualifies under Worker's Compensation for loss of pay, the College will pay the difference between regular pay and what he/she receives from Worker's Compensation. The proportionate amount the College pays will subtract that same portion of a sick leave day from his/her accumulated sick leave. The obligation of the Board to pay the difference shall cease with the exhaustion of the employee's accumulated sick leave.

Section 5

PART-TIME EMPLOYEE LEAVE

Part-time bargaining unit members will be granted twenty-eight (28) hours of paid time off per fiscal year.

These leave hours may be used as sick or personal hours and must be approved by the immediate supervisor so the schedule for that department is minimally affected. On July 1st of each fiscal year, additional hours will be granted based upon the schedule above, accumulative up to a maximum of three hundred eighty (380) days. SURS will accept up to 259 days or one year for additional service credit.

These leave hours will run concurrent with any existing College or Departmental policies and with all statutory laws, regulations, and the Family Medical Leave Act (FMLA) guidelines.

ARTICLE X

PERSONAL LEAVE

Section 1

Subject to a written request approved by the appropriate administrator, in advance with reasons stated, three personal leave days per year may be authorized without loss of pay for the following reasons: (In an emergency which precludes an advance request, the employee need only indicate that the request is an emergency.)

- A. To testify in court.
- B. To attend to legal or civil hearings.
- C. Because of serious family crisis not covered by sick leave.
- D. To settle an estate.
- E. To complete personal business that could not be completed at any other time.

Unused personal leave shall be added to the employee's accumulated sick leave. If an employee has accumulated the maximum sick leave, any unused personal leave may accumulate to a total of 9 days.

Section 2

The day shift steward will be granted up to sixteen (16) hours personal leave and the night stewards each up to eight (8) hours personal leave to be used at his/her discretion for Union services.

An employee union steward selected to represent the Union at conventions, conferences, collective bargaining, grievance and arbitration proceedings or for other union business may be granted unpaid union leaves of absence for a period 14 working day per calendar year to carry out said business. The union shall give written notice of such leaves at least 14 working days in advance.

Section 3 - Jury Duty

Full-time and part-time employees required to serve on jury duty will be excused from work for such service and the employee will receive regular pay for time excused for work.

BEREAVEMENT LEAVE

Full-time Bargaining Unit Employees

If there is a death in the family, the employee may be excused from work and be paid at the regular straight time rate for the excused time, under these conditions:

- A. Pay will be limited to necessary time lost from the regular schedule not to exceed three (3) work days. Additional day(s) may be granted for travel or other justifiable reasons, such time to be deducted from sick leave.
- B. The appropriate administrator should be notified of the death as soon as possible.
- C. Family is defined to include the following:

Spouse	Mother-in-Law	Grandchildren
Mother	Father-in-Law	Grandmother
Father	Son-in-Law	Grandfather
Children	Sister-in-Law	Aunts
Half-Brother	Brother-in-Law	Uncles
Brother	Daughter-in-Law	Niece
Half-Sister	Step-Parents	
Sister	Nephew	
Spouse's Grandparents	Member of Household	

Part-time Bargaining Unit Employees

If there is a death in the immediate family as defined in Article XI Section 3, the part-time employee may be excused from work and be paid at the regular straight time for the excused time. Pay will be limited to the necessary time lost from the regular schedule not to exceed three (3) workdays. The immediate supervisor should be notified of the death as soon as possible.

ARTICLE XII

PARENTAL AND CHILD CARE LEAVE

Any member of the bargaining unit approaching maternity and not on probation shall be permitted a leave of absence without loss of position and seniority, up to one (1) year from the date of the beginning of the leave, on the salary schedule and without compensation under the following conditions:

1. The pay for the member of the bargaining unit concerned shall be stopped at the beginning date of the leave of absence.
2. The member of the bargaining unit shall make written application for a leave of absence at least forty-five (45) working days in advance of necessary leave date and at the same time indicate his/her intentions regarding his/her return to his/her position. Such application shall include requested beginning and termination dates of such leave, provided such leave shall not exceed one (1) calendar year and shall commence no later than the expected date of delivery, which date shall be included in a physician's statement to accompany the application for leave. If the actual date of delivery shall occur prior to the scheduled commencement of the leave, the starting date of the leave shall be advanced to the actual date of delivery, but without effect upon the scheduled termination date of the leave.
3. The member of the bargaining unit shall be given an opportunity to continue insurance coverage while on unpaid parental leave by making payment of premiums directly to the third party administrator, under the provisions of COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985). Upon return to full-time employment, health insurance benefits will be reinstated through the College.
4. The full-time employee shall also be granted an unpaid leave of absence for child care upon the legal adoption of a child not attending school (except kindergarten), subject to the procedures set forth above.
5. Nothing in this section will be inconsistent with the provisions of the Family and Medical Leave Act.

ARTICLE XIII

MEDICAL BENEFITS AND INSURANCE

A. HEALTH INSURANCE

Health insurance, which includes medical, dental and vision insurance, for new full time employees shall commence on the first day of full-time employment with the College.

The benefits shall be provided on the basis of a “coordination of benefits” clause.

For new full-time members, coverage shall commence on or as soon after the first working day of his/her employment as per stipulation of carrier. Coverage with Joliet Junior College will terminate the last day of the month of termination of employment with the College.

The Master Agreement between the College and the insurance company shall be controlling in any case; however, in no instance shall the enumerated benefits be reduced.

B. UTILIZATION REVIEW

This program requires that the Utilization Review Service be called via an 800 number prior to an elective hospital stay, within 48 hours of an emergency hospital stay, or prior to any surgery regardless of location, other than minor surgery performed in the physician’s office.

If notification is not complied with, there is a \$250 penalty; however, there are no penalties for difference of opinion between the physician and the Utilization Review Service provider. Extraordinary circumstances will be taken into consideration prior to the penalty being imposed.

C. INSURANCE COMMITTEE

The College and the Union agree to the appointment of a joint committee to continue to study the insurance programs and benefits of the College as they affect the employees of the College. This study shall specifically consider the possible programs and benefits during the interim between negotiations of collective bargaining agreements, such to be subject to overall financial guidelines and limitations, and to the extent to which such on-going committee would have the utilization of specific

funds for its work. The Union shall appoint two (2) full-time bargaining member on the committee. The committee shall choose its own chairperson when it first meets.

The committee shall report its results as soon as such have been completed to the President of the College and to the union representatives. Nothing the committee acts upon shall be deemed to be binding to either party to alter any aspect of the current collective bargaining agreement. The foregoing shall not serve as a formal re-opener of any part of the Agreement except as the parties shall otherwise mutually agree.

D. EMPLOYEE CONTRIBUTIONS

The union agrees not to withhold approval of reasonable cost-reduction methods recommended by the insurance committee, including plan structure and employee out of pocket costs, if the overall increase in costs per employee exceeds 16% in any one year or an average of 10% or more in any consecutive three years. The insurance committee shall consider plan changes necessary to control plan costs. With the concurrence of both parties by letter of agreement, such changes may be implemented at any time under this agreement.

At this time, it is the Board's intention to establish the employee contribution for non-faculty employees based on the individual employee's base salary, generally not to exceed the contribution of their faculty counterparts, unless otherwise established by contract.

FEDERAL LAW REGARDING HEALTH INSURANCE

If federally mandated health insurance requirements increase the total health insurance benefits costs to the College or change the scope or type of health insurance benefits which must be provided by the College. The College and Union will meet to negotiate necessary modifications to the health plan.

E. PRESCRIPTION DRUGS

Prescription drug insurance shall be provided to full-time employees and eligible dependents.

F. LIFE INSURANCE

1. A life insurance policy shall be provided for each full-time employee during the period of full-time employment in the amount of thirty thousand (\$30,000) dollars, plus accidental death and dismemberment provisions.

2. A full-time employee may purchase optional term life insurance up to \$500,000 for themselves and/or spouse and optional term life insurance may be purchased for children at the cost of the insurance under the group rate.

G. MASTER AGREEMENT

The Master Agreement between the College and the insurance company shall be controlling in any case. The Board will adjust benefits and premiums to equal those granted to full time faculty during the term of this Agreement. Insurance benefits are limited to full-time employees.

H. FLEXIBLE BENEFIT PLAN

If permitted by law, the Board may maintain a Section 125 flexible benefit plan.

ARTICLE XIV

EMPLOYEE CLASSIFICATIONS

- Level I
 - A. Part-time New (less than forty (40) hours per week)
 - B. Part-time Current (less than forty (40) hours per week)

- Level II
 - A. Building Service Worker New
 - B. Building Service Worker Current
 - C. Custodian Current

- Level III
 - A. General Maintenance New
 - Receiving Clerk New
 - Groundskeeper New
 - B. General Maintenance Current
 - Receiving Clerk Current
 - Groundskeeper Current

- Level IV
 - A. Special Maintenance New
 - B. Special Maintenance Current

Job descriptions exist for all classifications to be used for posting a job opening, and are descriptive of requirements of each such classification. It is the intention of the parties that job duties and responsibilities shall normally be restricted to the classification duties so outlined.

Part-time employees shall not qualify for any of the fringe benefits of this Agreement, unless specifically provided for in this Agreement.

ARTICLE XV

PAID VACATIONS

Section 1

All employees shall be eligible for vacation pursuant to the following schedule:

- A. After successful completion of probationary period (retroactive to date of hire) through the end of the 5th year: 2 weeks accumulated at the rate of 3.12 hours per working pay period of two weeks.
- B. After completion of 5th year through end of 9th year: 3 weeks accumulated at the rate of 4.64 hours per working period of two weeks.
- C. After completion of 9th year and above: 4 weeks accumulated at the rate of 6.16 hours per working pay period of two weeks.

Section 2

The appropriate administrator will establish a vacation schedule with lead persons and post it on the bulletin board. Vacation selection shall be by classification seniority and such selection shall not be denied unless serious problems shall result from such requested absence.

Section 3

Employees' vacation pay shall be paid on the basis of the regular shift rate prevailing at the time the vacation is taken.

Section 4 – Carry Over of Vacation

- A. During 1st through 5th year:

Employee may not carry more than 2 weeks (80 hours) vacation into the new fiscal year beginning July 1.

- B. During 6th through 9th year:

Employee may not carry more than 3 weeks (120 hours) vacation into the new fiscal year beginning July 1.

C. During 10th year and above:

Employee may not carry more than 4 weeks (160 hours) vacation into the new fiscal year beginning July 1.

D. Any vacation time remaining on June 30 of each year in excess of the above minimum allowable accumulation will be lost, except as follows:

1. If previously scheduled and approved vacation is canceled at the request of the administration and cannot be rescheduled at a later date, this time may be carried into the next fiscal year.
2. If an employee becomes seriously ill and is unable to use the vacation time as previously scheduled and approved and is unable to reschedule the vacation at a later date, this time may be carried into the next fiscal year.

ARTICLE XVI

TUITION WAIVER

Full-time members of the bargaining unit and their immediate family (spouse and dependent children) and part-time members of the bargaining unit shall be entitled to enroll in courses that earn college credit, offered by Joliet Junior College and the tuition will be waived upon.

ARTICLE XVII

UNIFORMS

Section 1

All employees are expected to wear a uniform. Employees are responsible for laundry of their uniforms and they are expected to be dressed in a neat and clean uniform at all times. Uniform jackets are optional and may be purchased under the uniform allowance. All employees must work in an approved uniform.

Section 2

The College will provide each full-time or part-time employee with a semi-annual allowance of:

- one-hundred and thirty-two dollars (\$132.00) for each full-time employee and one-hundred seven dollars (\$107.00) for each part-time employee in 2019;
- one hundred and thirty-three dollars (\$133.00) for each full-time employee and one hundred and eight dollars (\$108.00) for each part-time employee in 2020;
- one hundred and thirty-four dollars (\$134.00) for each full-time employee and one hundred and nine dollars (\$109.00) for each part-time employee in 2021;
- one hundred and thirty-five dollars (\$135.00) for each full-time employee and one hundred ten dollars (\$110.00) for each part-time employee in 2022.

This is for the purchase of uniforms from a designated vendor. Uniform checks will be distributed to employees no later than March and September of each year of the Agreement. Seasonal gloves will be furnished to custodial, grounds and maintenance personnel. Except in an emergency, employees required to regularly perform outdoor duties will be provided with appropriate winter and foul weather clothing.

ARTICLE XVIII

EVALUATION - SUPERVISION

The Board acknowledges that employees are entitled to know the administrative "chain-of-command", i.e., who has the immediate supervisory responsibility over them, including, but not limited to, the evaluation of their performance and the determination of discretionary eligibility for benefits pursuant to this Agreement and/or Board policy. To this end the Board identifies the superintendent as the immediate supervisor for all employees hereunder. The next level of supervision is the Director of the Facility Services as the immediate supervisor of all employees. The next level of supervision for all employees shall be the Vice President for Administrative Services and then the President. If any changes in this administrative "chain-of-command" shall be made, the Union stewards shall be so advised in writing and an appropriate notice thereof shall be posted on employee bulletin boards.

Nothing herein shall preclude the designation of a member of the bargaining unit as a lead worker for the purposes of directing work of other unit members. Any observations or evaluations made by a lead worker or assistant lead worker of other bargaining unit members shall be subject to review by an appropriate member of the administrative "chain of command" and shall not be binding upon the administration, but may be incorporated by the immediate supervisor in his/her evaluation of the affected bargaining unit member.

Leads and assistant leads may advise employees in the proper work methods, operating procedures and work rules to assure that employees adhere to the standard established by the college. Verbal warnings for disciplinary purposes may only be issued by a Superintendent, supervisor, Assistant Director or Director of Facility Services. Written disciplinary actions must be issued after the Director of Facility Services reviews the disciplinary action by the Superintendent or Assistant Director. The written disciplinary action may be delivered by an appropriate member of the administrative "chain of command".

Disciplinary actions involving suspension and/or discharge must be issued after the Director of Facilities Services reviews the disciplinary action by the Superintendent or Assistant Director. The disciplinary action involving suspension and/or discharge may be delivered by an appropriate member of the administrative "chain of command". Chain of command does not include Leads and Assistant Leads.

Using forms agreed to by the College and the Union that are not substantively different than the Halogen handout, the immediate supervisor will conduct performance evaluations. The employee shall be given a minimum of three (3) working days notice prior to the evaluation meeting. Each employee has the right to add written comments regarding performance appraisal at the time of review. The employee's signature on the performance review signifies that the performance appraisal has been reviewed and discussed with the employee, but does not signify that the

employee agrees with the appraisal. The completed performance appraisal shall be submitted to Human Resources Department and placed in the employee's official personnel record. The employee shall have the right, in writing, to add rebuttal information that can change the overall rating. The employee also reserves the right, in writing, to add information rebutting the rating details within ten (10) business days, which shall be added to the overall performance packet.

ARTICLE XIX

GENERAL CONDUCT

Section 1

As a member of the public service, a public employee conducts himself, both on and off the job, in a manner so as to bring credit upon the service. Improper employee conduct includes:

- A. Destroying material, equipment, records, or other property of the College or of another employee, deliberately and without authorization.
- B. Defacing, neglecting, or being careless with material, equipment, records, or other property of the School District.
- C. Taking or having unauthorized possession of property of the College, another employee, or the public.
- D. Removing material, equipment, records, or other property of the College from premises without authorization.
- E. Restricting production, output, or services willfully.
- F. Leaving College premises or assigned work locations during working hours (except as required by one's job) without authorization.
- G. Being inattentive to duty, loafing, loitering, or visiting excessively with fellow employees during working hours.
- H. Sleeping during working hours.
- I. Preparing to leave work before the start of lunch or break periods; taking excessive time for preparing to leave work before one's normal quitting time.
- J. Refusing to perform duties as assigned.
- K. Using College material, equipment, records, property, or time for personal gain, including accepting gifts or gratuities.
- L. Engaging in any form of solicitation or selling during working hours without authorization.

- M. Operating a College vehicle for personal reasons or in a careless manner, or without a valid Illinois operator's license.
- N. Failure to notify the College of the loss of a valid Illinois Driver's License.
- O. Use of abusive language.
- P. Insubordination.
- Q. The use of aggressive, bullying, rude language or instigating unruly actions of peers immediately following a critique or direction given by an immediate supervisor.
- R. Failure to call in for three (3) consecutive days will result in disciplinary action up to and including termination.

The foregoing is intended to cover, in a general way, the rules governing the conduct and acts of employees, but the College reserves the right to take such disciplinary action as may be justified for any other proper cause not specifically listed above.

The above rules may be added to or changed by the College from time to time. Employees will be notified in advance of any such additions or changes.

Disciplinary actions may follow the progression outlined below unless the behavior is so egregious that it falls into gross insubordination:

1. A Verbal Recorded Warning. A notation that a verbal warning was given must be maintained in the employee's personnel file. The employee will receive a copy of the warning.
2. A Written warning. The written warning will be maintained in the employee's personnel file. The employee will receive a copy of the warning.
3. A Suspension, based upon the severity of the incident. The duration of the suspension shall be in accordance with the seriousness and severity of the infraction. Progressive discipline shall include, based upon the severity of the incident, management's discretion to suspend from one (1) to thirty (30) days.
4. Termination for just cause.

Section 2

Discharge or suspension requires Board or College President approval. The Board or College President shall not discharge or suspend without pay any employee without just cause. The

employee shall, if reasonably possible, be notified in writing of the proposed discharge or suspension without pay prior to Board or College President action.

Section 3

As a result of the grievance procedure, any employee found to be unjustly discharged shall be reinstated with full compensation for all time lost and with full restoration of all other rights and conditions of employment.

Section 4

The Board agrees that the present maintenance, grounds and custodial staff will not be reduced below thirty-four (34) employees due to replacing them with either part-time or contract help. If contracted services for additional full-time custodial, maintenance, receiving or roads and grounds personnel is considered in lieu of hiring full-time staff, then these contracted services will be negotiated with the Union before these services are contracted.

ARTICLE XX

COMMUNICATIONS

Section 1

The Union may make non-political use of College facilities and equipment within the guidelines of established Board policy.

Section 2

The Union shall be provided with bulletin board space at the time clock locations to post notices and other material related to Union activities. The bulletin board space allocated shall be labeled for Union use and only Union representatives shall have authority to post and/or remove materials on the bulletin boards.

Section 3

The Board shall furnish the Union representative with three (3) copies of the Board meeting agenda in advance of each regular or special meeting. A copy of the minutes of the past meeting will be furnished to the Union within twenty-four (24) hours after these minutes have been officially approved by the Board.

Section 4

The Union will be supplied with immediate written notification of newly hired employees stating effective date of employment, as well as immediate written notification of all promoted employees and any other change in the long-term work status of a member of the bargaining unit.

Section 5

When an opening occurs, a written copy of the opening will be sent immediately to the Union representative.

Section 6

If the College shall continue the joint employer-employee committee re: health/major medical insurance, the Union shall have the right to be represented thereon.

ARTICLE XXI

SAVINGS CLAUSE

If any provision of this Agreement shall, at any time, be declared contrary to law or mandatory regulations, as a result of a state administrative, judicial, or legislative action, then such provisions shall immediately become non-applicable. Should this occur, all other provisions of this Agreement shall remain in full force for the duration of the Agreement. Upon the application of this clause the parties should meet to discuss legal provisions within original intent.

ARTICLE XXII

NO STRIKE NO LOCKOUT

NO STRIKE

The Union agrees that during the term of this Agreement it will not authorize, call or encourage a strike by any employees.

NO LOCKOUT

During the term of this Agreement there will be no lockout of employees instituted by the Board or their representatives.

ARTICLE XXIII

COMPENSATORY TIME

Full time bargaining unit members who are subject to the FLSA are eligible to earn “comp time.” Comp time is earned in lieu of pay for actual hours worked in a given week with prior written approval of the immediate supervisor, which will not be unreasonably denied.

Accrual of Comp Time

1. Rate:
 - a. Comp time shall be earned at one and one-half (1 1/2) hours for every hour worked in excess of 40 hours in a given work week.
 - b. If an employee is asked to work on either a holiday or a Sunday and is eligible for comp time, comp time will be earned at holiday or Sunday pay rate for every hour worked. Comp time shall be counted as actual hours worked in period in which such hours are used.
2. Limitations:
 - a. Eligible employees may not accrue more than one hundred sixty (160) hours of comp time. (EX: 106.66 hours x 1.5 = 160)
3. Usage:
 - a. Accrued comp time must be taken during the current fiscal year in which it is earned. If comp time is earned during the month of June, the time may be carried into the following fiscal year.
 - b. Any comp time not taken by June 30 of the current fiscal year, or rolled into the next fiscal year, must be paid to the employee at the employee’s current hourly rate as of June 30.
 - c. Earned comp time shall be used so long as the operations of the employer are not unduly disrupted.

Payment Upon Termination or Transfer

Accrued comp time shall be paid to the employee upon termination at the employee’s current rate of pay.

If an employee transfers from a non-exempt position to an exempt position, the compensatory time will be paid to the employee upon transfer.

Records

Records shall be maintained to track the number of hours of comp time accrued by each eligible employee. At the end of the current fiscal year (June 30), payment for unused comp time will be made to the employee by the second pay period in July.

Special Exceptions

Those full time members who currently have earned comp time on record are permitted to keep that earned comp time. When and if such employee requests to receive payment of comp time on record as of June 30th, 2008, he/she will receive payment at their 2008 hourly rate. Effective June 1, 2008, they will adhere to this contractual agreement.

ARTICLE XXIV

SURS IMPACT

The College may deny a Facilities Services member with more than 10 years of SURS-eligible service credit years any increases that could result in the College being subject to assessments by SURS under the 6% rule. In making this decision, the College will consider the benefit to students, programs, departments and the College. Exemptions from the 6% rule as provided by law will be applied, including earnings attributable to standard employment promotions resulting in increased responsibility and workload.

CHANGES IN STATE LAW REGARDING PENSIONS

The parties acknowledge the ongoing uncertainty with respect to the State of Illinois and its public employee pension systems, including possible legislative changes that may impact the parties such as a cost shift from the State to local community colleges of the normal cost of SURS pension contributions. The parties further acknowledge that a cost shift from the State to local community colleges of the normal cost of SURS pension contributions could result in a significant and materially adverse impact to the College's finances. In light of these factors, in the event of a legislative or regulatory change that results in increased pension contribution costs to the College during the term of this Agreement, including a cost shift from the State to local community colleges of the normal SURS pension contribution, the college and Union will meet to have a good faith discussion of possible courses of action to respond to the legislative or regulatory changes.

ARTICLE XXV

HEALTH AND SAFETY

An employee acting in good faith has the responsibility to stop work when the employee reasonably believes present an imminent danger of death or serious harm to the employee. The employee shall immediately report these concerns to their lead or assistant lead. If the lead or assistant lead is not able to alleviate the employee's concerns, the employee shall escalate the concerns utilizing the college's chain of command (i.e. Supervisor, Superintendent and Director of Facility Services). In the event that the employee still has concerns, the Environmental Health and Safety Manager shall be consulted.

The Union recognizes that the risks associated with certain work can be mitigated by proper training and proper use of personal protective equipment. Employees are required to use personal protective equipment when conditions warrant.

The Employer shall not discipline or discriminate against an employee for following the process outlined above. Health and safety are the mutual concern of the Employer, the Union and employees. Employees or the Union shall report safety and health hazards of which they are aware to their supervisor. The Employer shall comply with applicable federal, state and local safety laws, rules, and regulations.

The Employer's Facility Services Safety Advisory Committee shall include a union steward, a management representative, a recording secretary, one union member elected from each department, and one union member elected from each extended campus. Elections shall occur annually and will be coordinated by the Union. Meetings will be monthly.

APPENDIX A

Salary/Wage Scale

1. All new hires hired after January 1, 2011, shall be placed in a "new" classification per the schedule below.
2. Current employees shall remain in the "current" schedule below.
3. Employees in the "current" schedule will be promoted into the "current" schedule below until 6/30/2023.
4. Employees in the "new" schedule will be promoted into the "new" schedule below.
5. No employees will be hired or promoted into the custodian classification effective April 1, 2011.

7/1/2019 – 6/30/2020

<u>Levels</u>	<u>Title</u>	<u>Starting</u>	<u>After Probation</u>	<u>Rate: After One Year</u>
1A	Part-Time New Hire	\$15.00	\$15.00	\$15.00
1B	Part-Time Current	\$19.59	\$19.87	\$20.51
2A	Building Services Worker New	\$17.27	\$17.55	\$18.16
2B	Building Services Worker Current	\$21.44	\$21.71	\$22.56
2C	Custodians Current	\$30.99	\$31.27	\$33.84
3A	General Maintenance New	\$23.86	\$24.13	\$25.75
3B	General Maintenance Current	\$34.80	\$35.08	\$37.65
3A	Groundskeeper New	\$23.86	\$24.13	\$25.75
3B	Groundskeeper Current	\$34.80	\$35.08	\$37.65
3A	Receiving Clerk New	\$23.86	\$24.13	\$25.75
3B	Receiving Clerk Current	\$34.80	\$35.08	\$37.65
4A	Special Maintenance New	\$31.06	\$31.35	\$33.36
4B	Special Maintenance Current	\$38.80	\$39.08	\$41.70

7/1/2020 – 6/30/2021

<u>Levels</u>	<u>Title</u>	<u>Starting</u>	<u>After Probation</u>	<u>Rate: After One Year</u>
1A	Part-Time New Hire	\$15.17	\$15.26	\$15.38
1B	Part-Time Current	\$20.08	\$20.37	\$21.02
2A	Building Services Worker New	\$17.71	\$17.99	\$18.62
2B	Building Services Worker Current	\$21.97	\$22.26	\$23.13
2C	Custodians Current	\$31.76	\$32.05	\$34.69
3A	General Maintenance New	\$24.46	\$24.73	\$26.40
3B	General Maintenance Current	\$35.67	\$35.95	\$38.59
3A	Groundskeeper New	\$24.46	\$24.73	\$26.40
3B	Groundskeeper Current	\$35.67	\$35.95	\$38.59
3A	Receiving Clerk New	\$24.46	\$24.73	\$26.40
3B	Receiving Clerk Current	\$35.67	\$35.95	\$38.59
4A	Special Maintenance New	\$31.83	\$32.14	\$34.19
4B	Special Maintenance Current	\$39.77	\$40.06	\$42.74

7/1/2021 – 6/30/2022

<u>Levels</u>	<u>Title</u>	<u>Starting</u>	<u>After Probation</u>	<u>Rate: After One Year</u>
1A	Part-Time New Hire	\$15.34	\$15.52	\$15.76
1B	Part-Time Current	\$20.58	\$20.88	\$21.54
2A	Building Services Worker New	\$18.15	\$18.44	\$19.08
2B	Building Services Worker Current	\$22.52	\$22.81	\$23.70
2C	Custodians Current	\$32.56	\$32.86	\$35.55
3A	General Maintenance New	\$25.07	\$25.35	\$27.06
3B	General Maintenance Current	\$36.56	\$36.85	\$39.56
3A	Groundskeeper New	\$25.07	\$25.35	\$27.06
3B	Groundskeeper Current	\$36.56	\$36.85	\$39.56
3A	Receiving Clerk New	\$25.07	\$25.35	\$27.06
3B	Receiving Clerk Current	\$36.56	\$36.85	\$39.56
4A	Special Maintenance New	\$32.63	\$32.94	\$35.05
4B	Special Maintenance Current	\$40.76	\$41.06	\$43.81

7/1/2022 – 6/30/2023

<u>Levels</u>	<u>Title</u>	<u>Starting</u>	<u>After Probation</u>	<u>Rate: After One Year</u>
1A	Part-Time New Hire	\$15.51	\$15.78	\$16.15
1B	Part-Time Current	\$21.09	\$21.40	\$22.08
2A	Building Services Worker New	\$18.60	\$18.90	\$19.56
2B	Building Services Worker Current	\$23.08	\$23.38	\$24.30
2C	Custodians Current	\$33.37	\$33.68	\$36.44
3A	General Maintenance New	\$25.69	\$25.98	\$27.73
3B	General Maintenance Current	\$37.48	\$37.77	\$40.55
3A	Groundskeeper New	\$25.69	\$25.98	\$27.73
3B	Groundskeeper Current	\$37.48	\$37.77	\$40.55
3A	Receiving Clerk New	\$25.69	\$25.98	\$27.73
3B	Receiving Clerk Current	\$37.48	\$37.77	\$40.55
4A	Special Maintenance New	\$33.45	\$33.77	\$35.92
4B	Special Maintenance Current	\$41.78	\$42.09	\$44.91

Shift Differential & Lead Rates	Rates
3:30 p.m. to 10:30 p.m.	\$.50
10:30 p.m. to 7:30 a.m.	\$.60
Receiving Clerk Level 3A, 3B + .25	\$.25
Lead Rate	\$1.55

1. Upon the completion of the probationary period, the employee (excluding part-time new employees during this contract cycle) shall receive an additional twenty-five cents (\$.25) per hour.
2. Employees shall advance from "starting" to "rate" on the pay period next following the completion of one (1) full year of employment (excluding any period of unpaid leave of absence).
3. The above rate shall be applicable to all employees working on the date of the execution of this Agreement.
4. Employees hired after April 1, 2011, shall be placed in the new classifications. There shall be no new employees hired or promoted into the custodian classification.
5. An employee with the College for more than one year who is promoted to a higher classification shall be compensated at the starting rate of such higher classification and shall serve a 30 calendar day probationary period in such classification. Upon satisfactory completion of such probationary period, the employee shall be compensated at the regular rate of such higher classification.
 - a. Prior to hiring the 22nd part-time employee there shall be 46 full-time employees.
 - b. Prior to hiring the 23rd part-time employee there shall be 47 full-time employees.
 - c. Prior to hiring the 24th part-time employee there shall be 50 full-time employees.
6. A Level 2A, Level 2B or Level 2C employee who trains other employees shall receive a rate increase of \$1.00 per hour, for all hours used to train such other employees, effective upon approval of agreement by both parties.

APPENDIX B

Facility Services and Receiving
New Employee Fact and Trace Data

Name	Position	FT/PT	Start Date	Start Rate	Probation Mid-Point	Probation Final	Rate after Probation	Full Rate Date	Notes

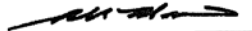
Memorandum of Understanding

Drug and Alcohol Testing For Clearly Articulate Basis Policy

Joliet Junior College and the Union recognize that the use and abuse of drugs and alcohol can seriously impair an employee's ability to perform safely and efficiently his or her duties. The use of drugs and alcohol in the work place poses a significant threat to the safety of the students and employees. Therefore, Joliet Junior College and the Union have proposed a revised Drug and Alcohol Testing for Clearly Articulate Basis Policy as part of their ongoing efforts to maintain a drug-free and alcohol free work place.

Joliet Junior College and the Union agree that, upon adoption of the revised policy, facility services union employees will adhere to the policy submitted and agreed upon once approved by the Board of Trustees. The parties further agree that the College will bargain in good faith with the Union over any proposed changes to this policy.

Joliet Junior College
Illinois Community College
District 525



College Representative

Facilities Services Employees
SEIU Local 1



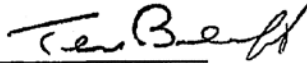
SEIU Representative

**Contractual Agreement Between
Illinois Community College District 525
Joliet Junior College
and
Service Employees International Union, Local 1
Fireman and Oilers Division
(Facilities Services Employees)**

July 1, 2019-June 30, 2023

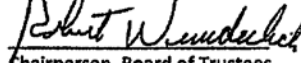
This agreement made and entered into this 11th day of SEPTEMBER, 2019.

SEIU Local 1
Firemen and Oilers Division



Union Representative

For the Board of Trustees
Illinois Community College
District 525



Chairperson, Board of Trustees