

COLLECTIVE BARGAINING AGREEMENT

by and between

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 509,  
ELGIN COMMUNITY COLLEGE

and

INTERNATIONAL UNION OF OPERATING ENGINEERS  
OF CHICAGO, ILLINOIS AND VICINITY  
LOCAL NO. 399

JANUARY 26, 2021 THROUGH JUNE 30, 2024

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AGREEMENT FOR PERIOD  
JANUARY 26, 2021 THROUGH JUNE 30, 2024

THIS AGREEMENT made and entered into as of the January 26, 2021 by and between  
The Board of Trustees of Community College District 509, Elgin Community College  
hereinafter referred to as the "Employer"

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 399 (AFL - CIO)

ARTICLE I - GENERAL

The Community College District 509, Elgin Community College Board of Trustees (Board) and the International Union of Operating Engineers Local No. 399 (Union) have agreed to the practices and procedures of collective bargaining as a fair and orderly way of conducting the Board's relations with its Employees insofar as such practices are appropriate to the obligations of the Board to retain the right to operate Community College District 509, Elgin Community College (College) in a responsible and efficient manner and are consonant with the paramount interests of the public and the students of the College.

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

ARTICLE II - RECOGNITION/JURISDICTION

The Employer recognizes The Union as the exclusive bargaining representative for all full-time and regular part-time building engineers and lead building engineers working for Elgin Community College certified in case number 2021-RC-0001-C, but excluding office, clerical, professional Employees, and all supervisory, managerial, confidential or short-term Employees as defined in Section 2 of the Illinois Educational Labor Relations Act.

ARTICLE III- RESPONSIBILITY FOR WORK

A. The bargaining unit Employees consisting of Engineer, and Lead Engineer, shall be responsible for and shall operate and maintain in good running order all machinery and equipment for which they are responsible. They shall perform all work that has traditionally and historically been within the work jurisdiction of the engineers, except that they shall not be required to perform major repairs not reasonably expected of an Engineer or monitor equipment,

as directed by the Managing Director, while away from the job site without compensation for time spent in such activity.

B. The scope of work covered by this Agreement encompasses the maintenance of the physical plant facility of Community College District #509 either owned or leased by the District.

(a) Maintenance shall be work performed for the operation, repair, and upkeep of physical plant as described above to be kept in serviceable condition.

(b) The modification or installation of new walls, doors, and windows, etc., is within the scope of this Agreement.

(c) Construction of new additional buildings and/or new additional structures would be of a new construction nature and not be in the scope of this Agreement.

(d) The Board reserves the right to contract work, and agrees that no work within the scope of this agreement will be contracted during a lay off.

C. Employees shall obey all orders of those in authority. The Employee shall not be unfairly disciplined as a result of having received conflicting orders.

#### ARTICLE IV - NON-DISCRIMINATION

Neither Employers nor the Union will discriminate against applicants or Employees with regard to employment, tenure or any other term or condition of employment on the basis of race, sex, color, age, religious creed or national origin or ancestry in violation of any law. See Administrative Procedure 3.403 for complete administrative detailed procedures.

#### ARTICLE V - EMPLOYMENT TERMINATION-DISCIPLINE-SEVERANCE PAY

A. The right to employ, discipline, discharge and lay off for cause shall be vested solely in the Employer, but the Union shall have the right in case of discharge, discipline, or layoff to investigate the reasons therefore and to protest such discharge, discipline, or layoff through the grievance procedure. The Employer shall provide the Union with a copy of any written work rules or amendments thereof applicable to bargaining unit Employees which are promulgated during the term of this Agreement.

B. When making a reduction in the number of Employees due to lack of work and when rehiring, the following procedure shall be used. (a) Probationary Employees who have not established seniority shall be laid off first. (b) Thereafter, Employees shall be laid off in inverse order of their established seniority. (c) When adding Employees, Employees with seniority will be recalled in inverse order of layoff with a two-week grace period to report. (d) Nothing in the above shall prevent the Union and the Board from mutually agreeing to a program of spreading the work contemplated in such layoff. In case of layoff, the Board will give the Union at least ten (10) calendar days' notice.

C. If an Employee's job is phased out due to technological upgrades or building closure, the

College will seek to retain and retrain the Employee at or above their current pay rate. The retention and/or retraining of Employees will be within the bargaining unit and within the scope of the Engineer job description.

D. All Employees newly hired or discharged shall be directed to the Union by the Employer after their hiring or discharge. A newly hired Employee, without previous service with the Employer, shall be considered as a probationary Employee for the first 90 days of employment. ECC will have the right to extend the probationary period an additional 90 days if an Employee has performance issues. The probationary Employee shall not have the benefit of subsection (C) above or recourse to the grievance procedure.

E. CHECK-OFF - The Employer agrees that, for the term of the current collective bargaining agreement, or any extension thereof, between the Employer and International Union of Operating Engineers, Local 399, (the "Union"), it will deduct Union dues from the earnings of Employees from whom it has received lawfully executed written deduction authorizations, and remit such dues to the Treasurer of the Union or such other person as may be designated in writing by the Union. The Union will notify the Employer in writing of the exact amount to be deducted and will indemnify and hold the Employer harmless against any claims or liability incurred by reason of such deductions.

F. FED PAC - The Employer will deduct a minimum of Ten Dollars (\$10.00) per month from Employees' wages on the basis of individually signed, voluntary authorized deductions forms. It is agreed that these authorized deductions for the Local 399, International Union of Operating Engineers Federal Political Action Committee (Local 399 IUOE FED PAC) are not conditions of membership in the International Union of Operating Engineers, Local 399 or of employment with the Employer. Payments will be made by a separate check payable to Local 399 IUOE FED PAC.

It is understood and agreed that the cost of administering this payroll deduction for the Local 399 IUOE FED PAC has been incorporated in the economic package provided under the terms of this Agreement, and therefore, the International Union of Operating Engineers, Local 399 is not required to reimburse the Employer for the costs of such administration. The Union will indemnify and hold the Employer harmless against any claims or liability incurred by reason of such deductions.

Effective at the start of the third (3rd) year of the contract, June 1, 2022, the Employer will deduct a minimum of ten dollars (\$10.00) per month from Employees' wages on the basis of individually signed, voluntary authorized deductions forms. It is agreed that these authorized deductions for the Local 399, International Union of Operating Engineers Political Education Fund (Local 399 IUOE PEF) are not conditions of membership in the International Union of Operating Engineers, Local 399 or of employment with the Employer. Payments will be made either by a separate check payable to Local 399 IUOE PEF or via wire transfer at the Employer's option. It is understood and agreed that the cost of administering this payroll deduction for the Local 399 IUOE PEF has been incorporated in the economic package provided under the terms of this Agreement, and therefore, the International Union of Operating Engineers, Local 399 is not required to reimburse the Employer for the costs of such administration. The Union will

indemnify and hold the Employer harmless against any claims or liability incurred by reason of such deductions.

## ARTICLE VI - WAGES: BUILDING ENGINEERS

### Job Classifications

Employees in the job classifications set forth below shall receive the hourly rate provided for their respective grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the job classification and when job skills and workmanship have progressed to satisfactory levels as determined by the Managing Director of Construction and Plant Operations.

### BUILDING ENGINEERS

#### Length of Employment Percentage of Maximum Rate

0-5 Months 75%

6-11 Months 85%

12-17 Months 90%

18-23 Months 95%

24 Months + 100%

The maximum rate per hour for the years shall be as follows:

FY21: \$40.96

FY22: \$42.08

FY23: \$43.34

FY24: \$44.64

ECC will pay a retroactive payment of 2.75% to active Employees as of July 1, 2020 to cover the period from July 1, 2020 to date of signing.

The College may establish the position of Lead Engineer. This position shall have a \$1.25/hour attached to it for assuming the additional duties. This position shall be appointed by the Managing Director of Construction and Plant Operations and the appointment shall be renewable on an annual basis.

## ARTICLE VII - OVER-SCALE RATE

A. CALL-INS - An Employee called back to work shall receive a minimum of four (4)

hours pay at one and one-half (1½) times the hourly rate.

B. EARLY REPORTING - Should any engineer be required to report to work earlier than the Employee's normal starting time, such earlier time shall be added to the regular day's work and paid at the applicable rate.

C. SENIORITY - Seniority is the length of service in the bargaining unit at Elgin Community College. Seniority within a classification shall apply for choice of vacation, layoff, vacancies on jobs and shifts. Seniority cannot be exercised until a vacancy occurs. Laid off Employees shall be recalled in seniority order. After twelve (12) months on layoff, an Employee shall lose seniority.

#### ARTICLE VIII - WORK WEEK.

A. The normal work week shall consist of forty (40) hours of any five consecutive days between Monday and Saturday.

B. The normal workday shall consist of eight (8) consecutive hours between the hours of 6 am to 3:30 p.m. for the first shift and between the hours of 2 p.m. to midnight for the second shift.

A fifteen (15) minute relief period shall be given in each morning and each afternoon. The relief period is to be given as near the middle of the session as circumstances will permit. These fifteen (15) minute periods will be considered and paid for as time worked. The thirty (30) minute lunch period will be coordinated by the immediate supervisor. Any Employee who works a shift other than first shift shall receive a paid thirty (30) minute lunch break; however, the Employee shall not leave campus and is on an on-call status.

C. **Overtime:** All time worked in excess of forty (40) hours per week and eight (8) hours per day shall be compensated for at time and one-half, except as hereinafter provided. All time worked on Sundays or an Employee's seventh consecutive working day shall be compensated at two (2) times the regular rate of pay. Vacation time, personal time, and holidays will count as compensated time toward overtime.

**Equalization:** Insofar as it is practical to do so, the Board will endeavor to distribute overtime work equally and impartially to the Employees at a given location who are qualified to do the class of work to be performed and who usually perform such work during their normal working schedules.

**Remedies for overtime errors:** Any error in the assignment of overtime will be corrected at the next available opportunity or opportunities for assignment of overtime with a minimum number of overtime hours equal to the error.

**Notice of overtime:** All scheduled overtime will have at least 48 hours prior notice.

D. All Employees who are required to work on a day when the College is closed due to an emergency will be paid one and one-half (1½) times their regular rate of pay in addition to their regular rate of pay. Employees who report to work but who are not required to do so will be paid their regular rate of pay.

E. The workweek shall begin on Monday and end the following Sunday.

#### ARTICLE IX -BEREAVEMENT LEAVE

Employees may use up to six (6) work days without loss of pay, three (3) of which are bereavement days and three (3) of which are sick days, for bereavement of the death of a family member defined as spouse, domestic partner, civil union partner, children, parents, siblings, grandparents, grandparents-in-law, grandchildren, parents in-law, brothers-in-law, sisters-in-law, legal guardians and dependents (as defined by the Internal Revenue Code Section 152).

#### ARTICLE X - MAXIMUM LEAVES OF ABSENCE

If an Employee is absent from work for any reason (except for military leave) for a period of twelve (12) consecutive months, the Employee shall be terminated except as provided by law. During the twelve (12) consecutive months prior to termination Employees will continue to accrue seniority.

#### ARTICLE XI - JURY DUTY

Employees summoned as jurors will notify the appropriate supervisor as soon as possible after Employee has received notice to serve, or the Legal department if subpoenaed for a work-related matter. Summoned/subpoenaed Employees required to appear in court during a day and time on which they were scheduled to work, will be paid their normal salary during this period. Reimbursement, exclusive of mileage, from county, state or federal agencies will be turned over to the College. Such time will not be deducted from accumulated sick, personal or vacation leave. Leave for Employees serving as witnesses at civil trials may be used for a maximum of three (3) days per trial.

Employees who are a plaintiff or defendant in a criminal or civil proceeding unrelated to their employment by the college must use accumulated sick, personal or vacation leave for any absence, if available.

#### ARTICLE XII - VACATION AND TERMINATION PAY

##### A. VACATION ACCRUAL

Annual vacation period is provided in accordance with the following schedule:



1-2 years continuous service	10 working days
3-4 years continuous service	15 working days
5-9 years continuous service	20 working days
Beginning with the 10 <sup>th</sup> year of continuous service	25 working days

Employees shall be allowed to pick vacation periods of a week-at-a-time in order of seniority. In the event two (2) or more Employees request the same vacation period for the same time, vacation shall be given to the more senior Employee and the junior Employee will be asked to choose an alternative date. When possible, Employees shall give a minimum of fifteen (15) days prior notice for all week-at-a time requests. The vacation time so chosen shall be subject to the approval of the Managing Director of Construction and Plant Operations. Once approval by the Managing Director of Construction and Plant Operations has been obtained, no changes to the vacation schedule shall be made due to additional vacation requests by other Employees. Only one (1) building engineer per day shift/evening shift shall be on vacation at the same time, unless approved by the Managing Director of Construction and Plant Operations. Employees shall not be permitted to take more than ten (10) working days or two (2) weeks consecutively unless approved by supervisor.

**B. REQUESTS FOR INDIVIDUAL DAYS**

Requests for individual or less than a week-at-a-time vacation days shall be considered in the order received after consideration to all week-at-a-time requests in accordance with Article XII of this section. Only one (1) building engineer per day shift/evening shift shall be on vacation at a time. Vacation so chosen shall be subject to the approval of the Managing Director of Construction and Plant Operations. When possible, Employees shall give a minimum of three (3) business days' prior notice for all individual vacation day requests.

**C. TERMINATION PAYOUT**

If an Employee's service is terminated, Employee shall be paid for such vacation time as Employee has accrued up to the date of termination.

**D. RESCHEDULING**

If an Employee desires to reschedule a vacation period, the Employee shall give the department at least ten (10) business days' notice to the Managing Director of Construction and Plant Operations who will attempt to accommodate the Employee, providing the change does not conflict with previously scheduled/approved vacations.

## E. VACATION CARRYOVER

Unused vacation days shall be cumulative, but only thirty (30) days will be carried over on September 1<sup>st</sup> of every year. Any unused days over thirty (30) on September 1<sup>st</sup> will automatically roll into sick leave.

## ARTICLE XIII - HOLIDAYS AND HOLIDAY PAY

The following days, or the days on which they are legally observed, shall be observed as holidays:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day After Thanksgiving
11. Christmas Eve
12. Christmas Day
13. New Year's Eve

**Eligibility** To be eligible for holiday pay, an Employee must work their scheduled shift immediately prior to or after the holiday, unless they were on sick leave and submits a physician certificate confirming their inability to perform their assigned duties, or on paid vacation, or if the Employee has a reasonable explanation for failing to report as determined by the Managing Director of Construction and Plant Operations.

**Holiday Pay** Employees eligible for holiday pay shall be paid eight (8) hours pay at their hourly rate.

**Working Holidays** Any Employee who works a holiday shall receive one and one-half the Employee's regular hourly rate for all hours actually worked, plus holiday pay at eight (8) hours pay. For all time worked in excess of eight (8) hours on an authorized holiday, the Employee will be paid two and one-half times the Employee's regular hourly rate, in addition to holiday pay as defined above.

#### ARTICLE XIV - PERSONAL TIME

Each Employee shall be granted four (4) days without loss of salary each year for personal leave. Upon hire, new Employees will be granted personal leave prorated based on their hire date as follows:

- July 1 - September 30 = 4 days
- October 1 - December 31 = 3 days
- January 1 - March 31 = 2 days
- April 1 - June 30 = 1 day

These days may be taken in 1/4 hour increments. Unused personal days shall be credited to sick days. Requests for personal business days should be made ordinarily not less than 24 hours prior to the day being elected.

#### ARTICLE XV - SICK LEAVE/FAMILY MEDICAL LEAVE

##### A. SICK LEAVE

Sick leave may be used for personal illness or disability, or because of a medical emergency in the Employee's immediate family defined as spouse, spouse-substitute, children, parents, grandparents, or grandchildren. Sick leave in cases of serious illness of immediate family shall be limited to five (5) days. A doctor's statement substantiating illness and/or verifying ability to return to duty may be required when the Employee has been absent three days or more. No payment for unused sick time accrued will be made. If legislation during the term of this contract requires the college to pay Employees for unused accrued sick days, the maximum which may be accrued for payment is one hundred eighty (180) days. Upon hire, the Employee shall be credited with twelve (12) sick days. After the first year of employment, they shall be earned at one (1) day per month.

##### B. FAMILY MEDICAL LEAVE

For simplification on this document, FMLA refers to the Family & Medical Leave Act. FML refers to Family Medical Leave.

## 1. Eligible Employees

Eligible Employees are those who have worked at least one thousand two hundred fifty (1250) hours over the twelve (12) months prior to the first day of the FMLA leave. Eligible Employees shall be entitled to a total of twelve (12) work weeks of unpaid leave in which they are scheduled to work during one thousand two hundred fifty (1250) hours for one or more of the following:

- a. In order to care for the spouse, child or parent of the Employee if such spouse, child or parent has a serious health condition;
- b. Because a serious health condition, defined by a written statement by the attending physician, makes the Employee unable to perform the functions of their position;
- c. The commencement to be determined by the Employee, not to exceed the accumulation of the twelve (12) week aggregate and will not be taken simultaneously with any other leave covered by this contract;
- d. For qualifying exigencies arising out of the fact that the Employee's spouse, child or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

## 2. Intermittent Leave

Leave under Section 1, subparagraph (a) or (b) may be taken intermittently or on a reduced schedule leave when medically necessary. The taking of leave intermittently or on a reduced schedule leave shall not result in a reduction in the total amount of leave to which the Employee is entitled beyond the amount of leave actually taken.

## 3. Alternative Position

If an Employee requests intermittent leave, or leave on a reduced schedule that is foreseeable based upon planned medical treatment, the College may require that Employee to transfer temporarily to an available alternative position offered by the College for which that Employee is qualified and that:

- a. Has equivalent pay and benefits; and
- b. Better accommodates recurring periods of leave than the regular assignment of the Employee.

## 4. Duties of Employee

If any case in which the necessity for leave under Section 1, subparagraph (a) or (b) is

foreseeable based upon planned medical treatment, the Employee:

- a. Shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the College. Such treatment shall be subject to the approval of a health care provider's medical determination of need for treatment; and
- b. Shall provide the College with not less than a thirty (30) day advance notice. If the date of the treatment requires leave to begin in less than thirty (30) days, the Employee shall provide such notice as is practicable.

## 5. Certification

The College may require:

- a. Thirty (30) day advance notice of the need to take FMLA leave when the need is foreseeable;
- b. Medical certifications supporting the need for leave due to a serious health condition affecting the Employee, spouse, child, or parent;
- c. Second or third medical opinions, and related periodic recertification by a designated health care provider of the College (at the College's expense); and
- d. Periodic reports during FMLA leave regarding the Employee's status and intent to return to work. Such reports shall include the date of the onset of the condition, the probable duration, the appropriate medical facts, and a statement by the Employee that they are needed to care for the seriously ill spouse, child, or parent.
- e. Statement for the Employee (including available written support documentation) about the nature and details of the specific exigency, the amount of leave needed, and the Employee's relationship to the military member, as well as certification (i.e. the service members' active duty orders) that the covered service member is a member of the National Guard or Reserves who is on active duty or called to active duty in support of a contingency operation.

When leave is needed to care for self, a spouse, child, or parent and is for planned medical treatment, the Employee must try to schedule treatment so as not to unduly disrupt the Employer's operation.

The College will grant an eligible Employee who is a spouse, child, parent, or next of kin of a current service member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of 26 work weeks of unpaid leave during a "single 12-month period" to care for the service member. The single 12-month period is

measured forward from the date an Employee's leave to care for the service member. The single 12-month period is measured forward from the date an Employee's leave to care for the covered service member begins.

Also, the College must inform Employees of their rights and responsibilities under FMLA, including giving specific information when an Employee gives notice of FMLA leave on what is required of the Employee and what might happen in certain circumstances, such as, if the Employee fails to return to work after FMLA leave.

#### 6. Leave Designation

An eligible Employee will use any accrued personal leave, or medical or sick leave concurrently during the twelve (12) week period of such FML. Such designation shall be determined prior to the commencement of the leave.

#### 7. Job Restoration

Employees electing leave under FMLA shall be given the opportunity to return to work upon conclusion of such leave. Seniority shall accrue during FMLA leave.

#### 8. Maintenance of Health Benefits

The College is required to maintain group health insurance coverage for Employees on FMLA leave on the same terms as if the Employee had continued to work. Employees shall pay their share of dependents health insurance premiums while on leave. If the Employee fails to return to work, the Board may recover premiums it paid to maintain their health coverage.

### B. VICTIMS' ECONOMIC SECURITY AND SAFETY ACT (VESSA)

Employees who have worked for the College during any 12-month period may be entitled to a total of 12 workweeks of leave during any 12-month period under the Victims' Economic Security and Safety Act (VESSA).

VESSA leave may be taken on an intermittent basis.

An Employee may take VESSA leave to:

1. Seek medical attention for, or recovery from, physical or psychological injuries caused by domestic or sexual violence to the Employee or Employee's family or household member;
2. Obtain victim services for the Employee or Employee's family or household member;
3. Obtain psychological or counseling for the Employee or Employee's family or household member;
4. Participate in safety planning, including temporary or permanent relocation or other actions to increase the safety of the victim from future domestic or sexual violence; or

5. Seek legal assistance to ensure the health and safety of the victim, including participating in court proceedings related to the violence.

Employees who have paid sick leave available to them may use such leave concurrently with their VESSA leave. After exhausting their paid leave, the remainder of an Employee's VESSA leave will be unpaid. VESSA does not create a right for an Employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act (FMLA); thus, such leave shall run concurrently with VESSA.

Employees who wish to apply for a VESSA leave are required to meet certain notification and documentation requirements that are available from the Human Resource Department. The College reserves the right to request one or more of the following:

- a. Documentation from a victim services organization, attorney, member of the clergy, or medical or other professional from whom the Employee's family or household member has sought assistance;
- b. A police or court record; or
- c. Other corroborating evidence.

Employees must pay their share of health insurance premiums while on VESSA leave. If an Employee fails to return to work following the conclusion of a VESSA leave, the College may recover the health insurance premiums it paid on behalf of the Employee. For more information on VESSA leave procedures and requirements, Employees should contact Human Resources.

#### ARTICLE XVI – PLAN CONTRIBUTIONS AND RETIREMENT

- A. 403(b) Plan and 457(b) Plan Contribution – The board shall sponsor and Employees shall have the opportunity to elect salary reduction contributions to a 403(b) plan and a 457(b) plan, if available, with all related costs being borne by the 457(b) plan participants, in a form authorized by the Board and plan administrator.
- B. State University Retirement System (“SURS”) – The Employer is a member of SURS which provides retirement benefits for eligible Employees. Employee contributions are required by the State of Illinois and shall be deducted accordingly from the Employee's earnings.

#### ARTICLE XVII - HEALTH AND WELFARE

- A. **Employee Health and Dental Premiums** Employees enrolled in the health and dental benefits plans will pay the listed percentage of the Employee premiums:

- Current rate to remain - 14%
- Effective July 1, 2021 – 15%
- Effective July 1, 2022 – 15%
- Effective July 1, 2023 – 15%

**Dependent Health and Dental Premiums** Employees enrolled in the health benefits plan will pay the listed percentage of the dependent premiums:

Current rate to remain - 23%

- Effective July 1, 2021 – 24%
- Effective July 1, 2022 – 24%
- Effective July 1, 2023 – 24%

- B. The Board shall provide, at its expense, group term life insurance and accidental death and dismemberment insurance at two (2) times the annual base salary rounded to the next higher one thousand dollars (\$1,000), subject to a minimum of \$100,000 and a maximum of \$350,000.
- C. Severed Employees will have the opportunity to continue health insurance benefits under the provisions of COBRA, the Consolidated Omnibus Budget Reconciliation Act.
- D. The Board agrees that Employees shall receive health and dental insurance at a level no less than is consistent with the administrative group.

The exact benefits, plans and terms are available on the Summary Plan Description available from the Human Resource Department.

#### ARTICLE XVIII - NO-STRIKE CLAUSE

There shall be no lockout by the Board or picketing, boycotts, cessation of work, slowdowns, strikes, interference with the business of the Board or other disruptive activities by the Employees or the Union during the life of this Agreement.

#### ARTICLE XIX - GRIEVANCE AND ARBITRATION PROCEDURE

**Definitions:** 1. A grievance is any claim or question in dispute by the Union or an Employee that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement.

2. All time limits consist of business days in which the College is open, except Saturdays and Sundays.

**Procedures:** The parties agree that it is usually most desirable for an Employee and the Employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the Employee, a Union Representative may accompany the Employee to assist in the informal or formal resolution of the grievance. If the informal process fails to satisfy the Employee or the Union, a grievance may be processed as follows:

**Step 1:** The Employee or the Union may present a grievance in writing, as well as a proposed remedy, to the immediately involved supervisor and the Chief Human Resource Officer or



official designee. The grievance must be submitted in writing within ten (10) business days following the date of the act or omission giving rise to the grievance or following the date on which the Employee knew or, in the exercise of reasonable diligence, should have known of such act or omission if that date is later. The Chief Human Resource Officer or official designee will arrange for a meeting of the affected parties within ten (10) business days after receipt of the grievance. The Chief Human Resource Officer or official designee shall provide a written answer to the grievant within ten (10) business days after the meeting. The answer shall include a reason for the decision.

**Step 2:** If the grievance is not resolved to the satisfaction of the Employee or the Union at Step 1, then the Union may refer the grievance to the College President or the official designee within ten (10) business days after receipt of the Step 1 answer. The College President or designee shall arrange with the Union Representative for a meeting to take place within ten (10) business days of the College President's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) business days of the meeting, the Union shall be provided with a written response from the College President or designee, including the reasons for the decision.

**Step 3:** If the Union is not satisfied with the disposition of the grievance at Step 2 or if the time limits expire without the issuance of the College President's written reply, the Union may submit the grievance to final and binding arbitration. The Parties shall attempt to agree on an arbitrator. In the event that the parties are unable to agree on an arbitrator, the Employer and the Union shall join in a request to the Federal Mediation and Conciliation Services for a list of seven (7) qualified arbitrators who are members of the National Academy of Arbitrators (NAA) and are available to serve in the Chicago area. The parties shall then attempt to agree upon an arbitrator, and if they fail to agree, six (6) names from the list of seven (7) arbitrators, who are members of the NAA, shall be eliminated by the Union and Employer alternately striking one (1) name at a time. The remaining name shall be the arbitrator chosen, and the arbitrator's authority shall be limited to making a decision on the grievance in question in conformity with the terms of this Agreement.

**Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provision of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted. The decision of the arbitrator shall be final and binding on the parties.

**Union Participation - Employee Represented** The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level, and no Employee shall be required to discuss any grievance if the Union's Representative is not present.

**Union Participation - Employee Not Represented** When an Employee is not represented by the Union, the Union shall reserve the right to have its representative present to state its views at any formal stage of the grievance procedure. The administration shall make every effort to notify the Union of any adjustment of a grievance filed at the informal level when the Union is not

present.

**No Reprisals Clause** No reprisals shall be taken by the Board or the Administration against an Employee because of their participation in a grievance.

**Released Time:** Should a grievance hearing require that an Employee or a Union Representative be released from their regular assignment; they shall be released without loss of pay or benefits.

**Filing of Materials:** All records related to a grievance shall be filed separately from the personnel files of the participants, to the extent legally permitted, in Human Resources and the Paralegal's office.

**Grievance Withdrawal:** A grievance may be withdrawn at any level without establishing precedent and shall be deemed as never having been filed.

**Time Limit Extension:** Time limits may be extended by the mutual consent of the Union and the Board. If no written response or decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.

**Expense of Arbitration** Each party shall bear the full cost of its representation in arbitration. The cost of the arbitrator shall be divided equally between the parties. If either party requests a transcript of the proceedings, that party shall bear the full cost of such transcripts. If both parties request a transcript, the cost shall be equally divided. If the arbitrator requests a copy of the transcript, these costs shall be divided equally between the parties.

## ARTICLE XX -PROFESSIONAL DEVELOPMENT/TUITION REIMBURSEMENT

- A. Employees may be reimbursed up to \$2,200 per fiscal year for professional development activities and other approved costs. In order for an item to qualify for reimbursement, the Employee must follow the preapproval process prior to purchase. Professional development may include activities and related expenses associated with conferences and workshops, non-Elgin Community College tuition, dues for approved professional organizations, books, and professional publications and other activities and materials that are directly related to the performance of the engineer's job. Certification related to the eligibility to work is not included in this section. Computer hardware and software may be purchased once every three (3) years with professional development.
- B. Each Employee, Employee's spouse, and Employee's children age twenty-five (25) or younger shall have the right to receive reimbursement of tuition for ECC credit courses. To receive reimbursement, an Employee must be actively employed at the completion of the course and the student must earn a grade of "C" or better. If the course is graded on a pass/fail scale, the grade earned must be "pass". The tuition reimbursement is limited to tuition only. Other fees must be paid by the individual and will not be reimbursed,

including, but not limited to: laboratory fees, supplies, textbooks, etc. Qualified individuals, upon successful completion of a College course, shall submit a reimbursement form to the Human Resource Department within sixty (60) days of the completion of the course. The request will be validated both for eligibility and course grade by the Human Resource Department and the Business and Finance Department, respectively.

ARTICLE XXI - COALITION OF UNION LABOR CREDIT UNION

Local 399 members are now eligible for participation in the Coalition of Union Labor Credit Union. If mutually agreed upon between the Employer and Employee, direct deposit and savings deductions will be made available.

ARTICLE XXII - DURATION OF AGREEMENT

A. This Agreement shall be effective as of January 26, 2021, and shall continue in full force and effect until midnight June 30, 2024.

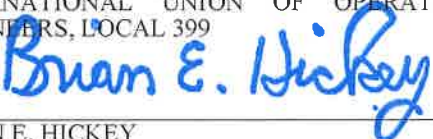
B. For the duration of this Agreement, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining, whether or not discussed during negotiations or mentioned herein; provided, however, such waiver shall not prevent the parties from reaching mutual understandings as to the application or interpretation of any provisions of this Agreement.


This Agreement is made in duplicate and each copy is an original copy executed at Elgin, Illinois this 26<sup>th</sup> day of January, 2021.

EMPLOYER:

  
\_\_\_\_\_  
DONNA REDMER, Ed. D  
CHAIR, BOARD OF TRUSTEES

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 399

  
\_\_\_\_\_  
BRIAN E. HICKEY  
PRESIDENT & BUSINESS MANAGER

  
\_\_\_\_\_  
VINCENT T. WINTERS  
RECORDING/CORRESPONDING SECRETARY

## APPENDIX A – PART-TIME EMPLOYEES

The College agrees that the recognition and jurisdiction in Article II refers to part-time Employees. However, Elgin Community College does not currently employ any part-time Employees in this classification. As such, the wages, paid time off (PTO), scope of work, overtime, benefits, holidays, professional development, and tuition reimbursement in this agreement do not apply. These sections may be opened for discussions prior to hiring the first part-time Employee.