

# 2023-2027

## **AGREEMENT BETWEEN**

**BOARD OF TRUSTEES OF TRITON COLLEGE**

Community College District No. 504

And

**TRITON COLLEGE CLASSIFIED ASSOCIATION**

A Chapter of the Cook County College Teachers Union

**July 1, 2023 – June 30, 2027**

*Triton College is an Equal Opportunity/Affirmative Action Institution*



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## **ARTICLE I**

### **INTRODUCTION**

The purpose of this Agreement is to promote a good working relationship between the Board of Trustees of Triton College and the College's classified employees. This Agreement shall establish matters of salary, fringe benefits, working conditions, and methods for resolving disputes concerning the classified employees of the College.

Generally, provisions shall be made for:

1. Position categories and classification - the grouping of positions so similar that the same descriptive title may be given each.
2. A standard pay plan which provides for equitable salaries and wages and for increases on the basis of performance of duties.
3. The administration of an effective orientation and evaluation program designed to measure on-the-job performance as a means of helping each employee reach his or her potential.
4. The guidelines through written policy statements of personal transactions relating to conditions of service to include, but not limited to, the following: leaves of absence, vacations, holidays, salary increases, promotions, fringe benefits, and other matters affecting classified employees.

Should any provision of this Agreement be found to be unlawful, such provision shall be stricken from this Agreement, and the parties shall be bound by the remaining provisions. The parties acknowledge that any amendments to this Agreement may not be effectuated except by mutual agreement in writing.

Masculine references, i.e., he, his, and him used in this contract include the female equivalent, i.e., she, hers, and her.

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## ARTICLE II

### DEFINITIONS

- A. 1. **Classified Employee:** A full-time employee excluding faculty, police, engineers, management, supervisory, confidential and short-term employees. As used herein, full-time means anyone regularly assigned to work thirty-nine (39) hours per week during the academic year or 2028 hours during the calendar year.
2. **Academic Year Employee:** a full-time employee assigned to work thirty-nine (39) hours per week up to one thousand-six hundred (1600) hours per year. Academic Year Employees shall receive the same benefits as calendar year employees. Prorated benefits shall be: sick leave, personal days, vacation, and salary. Unchanged benefits include: health, life and dental insurance, education, overtime and pay differential. The College shall pay the health, life and dental insurance premiums for the entire calendar year for all academic year employees. Retirement benefits shall comply with SURS statutory requirements, rules and regulations. Vacation may be used only during the year when the employee is not scheduled to work.

Academic year employees shall not receive a paid holiday that falls during that time of year when the employee is not scheduled to work.

3. The salary for an academic year employee shall be prorated and shall be calculated by dividing the calendar year salary of the employee by 2028 to determine the hourly rate and then by multiplying the hourly rate by the number of hours worked. (Calendar year salary divided by 2028 x hours worked).
4. Any employee who works the full calendar year may request that his/her position be converted to academic year employee. If the employee, the Association and the college agree, the position will be converted to an academic year position.
- B. **Permanent Employee:** A classified employee who has completed the primary probationary period.
- C. **Primary Probationary Period:** That probationary period following initial employment which is six (6) calendar months in length. The probationary period may be extended where the employee is in a learning capacity as defined in Article V. During the first 90 days of the primary probationary period, the employee shall have no right to grieve a discharge.
- D. **Promotional Evaluation Period:** That evaluation period following a change in position.

- E. Warning Notice Period:** A period of time in which a classified employee has an opportunity to improve.
- F. Immediate Family:** Parents, spouse, partner of a state recognized civil union, parents of a state recognized civil union, brothers, sisters, children, step-children residing with the employee, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and legal dependents.
- G. Seniority:** The status attained by continuous full-time employment at Triton College.
- H. Classified Executive Committee:** The elected officers President, Vice-President, Secretary, Treasurer and Grievance Chairperson of the Classified Association.
- I. 1. A promotion occurs when:**
- a. a classified employee moves from one position to another separate position in a higher grade;
  - b. a classified employee requests that his particular job responsibilities have changed so substantially as to warrant that the job title be reassigned and renamed to a higher grade. The position will be evaluated to determine if it needs to be so reassigned and renamed.
- Example: A Clerk Typist actually performs duties of a Secretary I and requests that her position be reclassified as Secretary I.
- 2. A grade appeal occurs when:**
- An individual or a group request that, because of the responsibilities of the current job title classification, the entire job classification should be assigned a higher grade. The job will be point counted. The individual or group and all others within that job classification will change classifications if the point count warrants it.
- 3. Both promotions and grade appeals can be initiated by Administrative action. All upgrades and promotions must proceed through their respective processes.**
- J. Child:** The definition of “child” within the agreement for the purposes of family tuition rate and health insurance shall be identical to that as defined by the Federal Healthcare mandate and all covered parties must be unmarried and shall live at the same residence as the covered employee.



## ARTICLE III

### ASSOCIATION RIGHTS

#### A. Recognition

1. The Triton College Board of Trustees recognizes the Triton College Classified Association, AFT Local 1600, herein referred to as the "Association," as the exclusive bargaining agent for all classified employees of the College. The Administration and/or its designated representatives agree not to negotiate with any other individual, group or organization regarding the wages, hours and other working conditions of classified employees during the term of this Agreement.
2. As required by law, the Board of Trustees hereby agree that every employee represented by this Agreement shall have the right freely to organize, join and support the Association.
3. The Association and its representatives shall have the right to use College buildings and facilities for meetings at no charge as long as two-thirds (2/3) of those in attendance are members of the Association.
4. The Association may make reasonable use of inter-school distribution facilities and services, provided the Association shall promptly reimburse the Board for any postage which the United States Postal Service may determine is due for any such distribution.
5. Upon request, home addresses, salaries, job classifications, and college phone numbers of a newly hired employee filling a bargaining unit position shall be provided to the Association President or designee within ten (10) days following Board approval of the employment. On every even-numbered month, one officer of the Association on a rotating a basis shall be allowed to meet for one-half hour with all new classified employees, in a group, hired in the past two months, if any.
6. Upon receipt of voluntary authorization in writing by an employee covered by this Agreement, the Board will deduct from the employee's wages the required amount of monthly Association dues. These deductions will be designated to the Board in writing. Such deductions shall be made each pay period, and said deductions, when calculated on a percentage basis, shall apply to the member's base pay. (Base pay shall be determined on the basis of the employee's regularly scheduled shift.)
7. Unless otherwise expressly provided by the dues checkoff authorization, such authorization shall be terminable by the employee upon the giving of fifteen (15) calendar days notice or upon termination of employment.

The Association shall defend and hold harmless the Board of Trustees, its members, employees and agents from all actions taken pursuant to this section if such action is in compliance therewith.

All the dues money shall be transmitted to the Treasurer of IFT/AFT Local 1600.

8. The president of the classified association shall appoint one bargaining unit member to committees that affect this bargaining unit. This shall not prohibit the administration from appointing other members of this bargaining unit as additional committee members.

**B. Reinstatement of Employees on Dues Check-off**

Whenever an employee returns from a leave of absence, such employee, at that time, shall be reinstated on his checkoff if the authorization for such dues checkoff is still in effect.

**C. Dues Checkoff**

The Union will notify the College of any new members who have agreed to dues authorization and will notify the College of any current members who choose to cease paying dues. The Board will deduct the required amount of monthly Union dues from the pay of each member of the bargaining unit from whom it receives written authorization to do so. The dues payment and a listing of the bargaining unit members, both paying dues and not, shall be forwarded to the Union no later than fourteen (14) days after deductions were made. Such listing shall include the amount deducted for each person listed with those not paying dues marked as zero deducted.

The Union shall indemnify and hold harmless the 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 the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

**D. Release Time For Association Officers**

1. The Board shall grant release time with pay to the President of the Association or designee, and one other employee, to attend a meeting of Local 1600's House of Representatives two hours early with pay on the third Friday of every odd-numbered month. The President shall be granted the third Friday of even-numbered months off two hours early with pay to attend Local 1600's Executive Board meeting. The chapter's delegates to the Local 1600 House of Representatives meetings as aforesaid shall be granted release time without pay.

2. Employees may be granted reasonable time off with pay (subject to paragraph D.4. below) during working hours to attend grievance and disciplinary meetings only, or if such employees are parties to, required to, or otherwise entitled to attend such meetings as Association officers, or grievants. Association meetings are not compensated. The Association President may also have the right to attend College meetings as assigned by the College President.
  3. The policy regarding release time for Association officers and negotiators in effect immediately prior to the execution of this Agreement shall remain in effect during the term of this Agreement.
  4. The President of the Association or designees shall be granted two regularly scheduled hours of release time with pay per week, if necessary, to conduct Association business. The supervisor must be informed, in advance, in writing, and must first assure coverage. The union time must be listed as a separate notation on the time card.
- E. The Board agrees that it will provide a reasonable space on bulletin boards in each major building for the Association. The Association agrees that only appropriate materials dealing with Association business shall be posted. Such posting shall not include any material which is derogatory to any member of the Board of Trustees or its agents or employees.
- F. The Board agrees that up to two members of the Association who have been elected as official delegates to conferences or convention of the American Federation of Teachers shall be granted leaves of absence, without loss of pay, where applicable, to attend such convention at no cost to the College.

The Board further agrees that up to two (2) members of the Association who have been elected as official delegates to the annual convention of the Illinois Federation of Teachers shall be granted leaves of absence, without loss of pay, where applicable, to attend such convention.

The Board and the Association agree that the maximum number of work days with pay granted to the Association under the provisions of this Section shall be five (5) per year and no more.

**G. Subcontracting**

If the Board determines that subcontracting is necessary, to the extent that such would occasion a reduction of employees, the Board shall notify the Association in writing sixty (60) days prior to final implementation of such subcontracting. Upon written request of the Association, the Board will enter into negotiations with the Association with respect to the possible amelioration of the impact upon such affected employees, including their possible reassignment to other positions in the College and/or their employment by the subcontractor.

**H. COPE**

The Board shall deduct Committee on Political Education (COPE) monies from the salary of each member who shall authorize the same in writing in the amount indicated on the authorization to deduct said monies. The amounts deducted shall be forwarded to the Treasurer of the Cook County College Teachers Union - COPE. The Board shall also forward a list of persons on COPE deduction for the period covered. Such deductions may be revoked by the member by notifying the Payroll and Human Resources Departments of the College and the Union in writing to terminate the deductions.

**ARTICLE III-A**

**BOARD RIGHTS**

- A. The Board retains and reserves the ultimate responsibilities for proper management of the college district in accordance with applicable law, including, but not limited to:
1. To maintain executive management and administrative control of the college district, its properties, facilities, and employees, and to adopt and enforce all necessary rules for the management and government of the college not in conflict with this agreement or applicable law.
  2. To establish educational policies, goals, and objectives of the college, to determine the number, kinds, and qualifications of personnel required in order to maintain the efficiency of college operations, and to administer the personnel system of the college, none of which conflict with this Agreement.
  3. To establish work site location and the staffing thereof, to build, move, or modify facilities, to establish budget procedures, and determine budgetary allocations, to determine the methods of raising revenue.
  4. The Board also reserves the right to amend its policies and to exercise all other rights and powers not specifically provided for in this Agreement which are consistent with law provided that no such amendment shall directly or indirectly modify or limit the salary, terms, fringe benefits, or working conditions contained in this Agreement.

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## **ARTICLE IV**

### **MEETINGS**

- A. Recognizing that the Association is an integral part of Triton College, membership on college committees shall be encouraged. Attendance at all such meetings may be allowed during working hours with the approval of the Associate Vice President of Human Resources or designee.
- B. A member of the Association appointed by the President of the Association shall be a nonvoting representative at the regularly scheduled meetings of the Board of Trustees. The representative shall receive the agenda and minutes of all Board meetings after being duly approved, including all non-confidential attachments thereto.
- C. Recognizing that the Association works toward betterment of the employees it represents, the College and the community, business connected with the Association may be allowed to be conducted during working hours with the approval of the Associate Vice President of Human Resources or designee; a room reservation form must be completed and approved by the Office of the Vice President of Business Services.

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## ARTICLE V

### CONDITIONS OF EMPLOYMENT

#### A. Vacancies

1. For the purposes of this Agreement, a vacancy is defined as any full time bargaining unit position to which no employee is assigned.
2. a. Before posting a classified vacancy, the job description shall be reviewed by the area Administrator and the Union Chapter President (or their designees). Once reviewed with Human Resources, if changes are made, it will be forwarded to the College President and the Board of Trustees for review and approval. Thereafter, the Board shall give first consideration to qualified employees on the recall list or subject to be placed on the recall list.  
  
b. If no one is qualified to fill a vacant position under 2.a. of this section, the administration shall post such vacancy at the earliest possible opportunity. The Board through the administration reserves the right not to post positions it deems as unnecessary for the continued operation of the institution. At least five (5) working days shall intervene between the posting by the administration and the publication of the vacancy through any other means. The administration will provide a job description of the vacancy when requested by classified applicants.
3. In reference to the determination to which applicants shall be referred to the Administration for consideration for employment or for the interview process indicated within this Article, any search committee shall have 30 days from the date of notice to the union for assignment of committee members to forward a name (or names as appropriate) to the supervisor of the position. In the absence of the committee performing this duty within the time frame specified, the College President shall have the authority to submit the name of a candidate to the Board of Trustees for hiring.
4. Any classified employee may apply for any vacancies and, if qualified, shall be given an interview by the Administration. Each such applicant shall be afforded both an interview and written notification of the decision of the administration with regard to employing such an individual. In cases where more than one current classified employee applies for a vacancy and each employee is equally qualified for the position, the applicant with greater seniority on the College staff shall receive priority in being offered the position. In all cases the best qualified applicant will be recommended to the Board of Trustees for hiring.

5. In cases where an employee is selected but decides not to accept a position and in cases where an employee is not selected, the employee shall not be adversely affected with regard to his current employment status with the College.
6. The Administration shall inform employee applicants of the disposition of the position and shall provide prompt written notice when the position is filled and the identity of the successful applicant.
7. The Administration shall make every effort to advance College employees in filling staff vacancies.
8. The Board and Association shall convene the Career Ladder Committee. The committee, which will be composed of two management appointees and two Association appointees, shall make recommendation for the development of a career ladder structure.

**B. Initial Employment**

All new employees shall be given a copy of this Agreement, insurance booklets, pension booklets, and tax sheltered annuity lists. New employees shall be given information regarding their salary and other appropriate grade information.

1. Each new employee shall be required to take a physical examination from the College physician prior to beginning employment. Such physical examination shall be at no cost to the employee.
2. In appropriate circumstances, an individual may be employed by the College in a bona fide learning capacity at less than the minimum of the appropriate salary grade with the approval of the Associate Vice President of Human Resources and area supervisor. In such instances, this learning status will be clear, and a written description which will include the rationale for such employment for the period of time and the requirements necessary to move the individual to the appropriate salary level will be provided. This learning status period will not exceed six months. No job will be filled in a bona fide learning capacity until the job has been posted and classified employee applications have been reviewed. In the event that a classified employee desires to secure the position in a bona fide learning capacity, he shall have preference if deemed to have the potential for successful performance in the position.
3. Each employee hired after the signing of this agreement shall serve a primary probationary period of 180 days. During the first ninety (90) days of the primary probationary period, the employee shall have no right to grieve a discharge.
4. Evaluation of a probationary employee's work performance shall be made on the proper form by the immediate supervisor after 60 days, 120 days, and 180

days of employment. The evaluation must be reviewed with the employee and submitted to the Associate Vice President of Human Resources for signature and retention in the employee's personnel file.

5. Upon satisfactory completion of the primary probationary period and upon the recommendations of the respective supervisor(s) and the Associate Vice President of Human Resources or designee and the approval of the Board, the individual shall become a permanent employee. The Board shall act on the recommendation within thirty (30) calendar days of receipt of the recommendations, or at the nearest regular meeting of the Board thereafter. Employment shall continue until termination by resignation, retirement, or dismissal.

**C. Continuing Employment-Performance Evaluations**

1. Approximately each April 1, an evaluation approved by the Human Resources Office will be completed by the immediate supervisor and reviewed with the employee, and submitted to the Associate Vice President of Human Resources for retention in the employee's personnel file.
2. An employee receiving an unsatisfactory evaluation as of April 1, must be evaluated every thirty (30) days until the end of June of that year.
3. An employee continuing to receive a less than satisfactory evaluation will not advance on the salary grade on July 1 of that year. Consequently, less than satisfactory performance will result, at the minimum, in loss of annual adjustment.
4. A formal evaluation may be requested by an employee at any time. Such request shall not be arbitrarily denied. Additional formal evaluations may be conducted by the Board at any time provided such evaluations are not unreasonably repetitious.

**D. Changing Jobs**

**1. Transfers (Voluntary)**

- a. Any classified employee may change jobs by being a successful applicant for a vacancy.
- b. In filling non-promotional vacancies, the Administration shall give priority consideration to employees voluntarily requesting transfers when qualified.
- c. If two (2) employees are equally qualified for a position, the one (1) with the most seniority will be selected.

## **2. Transfers (Involuntary)**

- a. Whenever a classified employee is moved from one position to another by an administrative decision for a reason other than unsatisfactory work performance, said classified employee shall not be adversely affected in salary, seniority, or job classification.
- b. Any transfer of an employee to another position which is not acceptable to the employee involved shall be considered an involuntary transfer.
  - 1) Involuntary transfers shall be made only after a meeting between the employee involved and the supervisor, at which time the employee shall be notified of the reason(s) for the transfer.
  - 2) No employee shall be transferred involuntarily without a written reason from the Department of Human Resources.
  - 3) The employee so transferred shall receive priority consideration for transfer into future vacancies.
- c. Down grading of classified positions resulting from an administrative decision shall not adversely affect the salary position of the employee in the established classification.

## **3. Promotional Evaluation Period**

- a. An employee beginning a new position resulting from a promotion shall serve a promotional evaluation period of ninety (90) calendar days.
- b. After sixty (60), one hundred twenty (120), and one hundred eighty (180) calendar days, the employee's immediate supervisor shall complete a performance evaluation on the appropriate form, review it with the employee, and submit it to the Associate Vice President of Human Resources.
- c. During this promotional evaluation period, the employee may be reinstated in his previous position, if it is available, with the approval of all parties concerned and without penalty. Every effort shall be made to reinstate said employee in a similar position if the one vacated is no longer available.

**E. Reduction in Force**

1. A reduction in force occurs when the administration determines that a reduction of classified employee(s) must occur.
2. If there is to be any reduction in force, the Administration shall consult with the Association President or designee ninety (90) days prior to any reduction.
3. Prior to any reduction in force, all hourly and temporary employees in the same or closely related departments performing duties similar to those of the classified employees contemplated for reduction, shall be laid off prior to the layoff of classified employees.
4. Reduction in force shall be affected by normal attrition when feasible.
5. A reduction in force of classified employees shall be by classification title, applying college-wide seniority.
6. When a person moves to a lower classification as a result of reduction in force or discontinued services, salary reduction is not mandatory. Further salary adjustments are controlled by the salary range for the new classification.
7. Under no circumstances will a full-time classified employee doing satisfactory work be dismissed and the position filled with an hourly or temporary employee.
8. Severance pay will be paid to any employee who is dismissed due to reduction in force. Severance pay shall be equal to one half (½) a week's straight-time pay of the employee (at the time of displacement) multiplied by the total number of years of such employee's service with the College to the nearest half (½) year.

**F. Recall**

1. When a recall occurs after a reduction in force, all laid-off classified employees must be notified prior to any notification to non-classified employees.
2. In filling positions during a recall, College-wide seniority within the job description from which the employee was rified shall apply.
3. A classified employee does not accumulate seniority during layoff, but retains that level of seniority at the time of the layoff.
4. The above conditions apply if the recall occurs in the period up to two (2) years from the date of the reduction in force.

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## ARTICLE VI

### TERMS AND WORKING CONDITIONS

#### **A. Working Hours**

1. a. All classified employees shall work five (5) consecutive days per week. Each employee shall work eight (8) hours a day, Monday through Thursday and seven (7) hours on Friday. Monday through Thursday during an employee's eight-hour (8) shift, he/she shall receive two (2) fifteen-minute (15) paid breaks plus one (1) unpaid thirty-minute (30) lunch break. On Fridays during an employee's seven-hour (7) shift, he/she shall only receive one (1) fifteen(15)-minute paid break. The total work week for each Classified employee shall be thirty-nine (39) hours per week.
- b. All classified employees may be required to work one (1) evening per week at the discretion of the area supervisor. All posted vacancies shall include language that specifies this requirement. Newly hired employees, at their date of hire, shall sign a document that states this requirement. The Association shall be given fifteen (15) work days' notice prior to changing the working hours of any current employee. The Association may request a meeting to discuss the changes. No working schedules shall be changed to avoid payment of shift differential.
2. The regular workday may begin at 7:00, 7:30, 8:00, 8:30, or 9:00 A.M. There may be exceptions in certain Departments with the approval of the area supervisor and Associate Vice President of Human Resources or designee.
3. A classified employee working in an office which necessitates a regular work schedule of one or more evenings shall work one of the following shifts: 12:30-9:00, 1:00-9:30, 1:30-10:00, or 2:00-10:30 P.M. Every employee shall work a day schedule when school is not in session unless otherwise established by the area supervisor.
4. Each employee requested by his area supervisor to work the Saturday preceding the first day of a semester is required to do so unless said Saturday is part of a holiday weekend, provided the preceding exception shall not be applicable, if the Monday following said weekend is also a holiday. This subsection shall also be applicable to the summer term.
5. Classified employees shall be granted paid time off from Christmas Eve Day through New Year's Day.

**B. Working Conditions**

1. a. There shall be maintained such health, safety and sanitary conditions as necessary to protect the welfare of every employee.

No employee shall be required to work where it would be unsafe provided this shall not excuse an employee from exercising reasonable care for the protection of others in an emergency or critical circumstance. Any employee who asserts a right not to work pursuant to the above may be temporarily reassigned, but if not, shall receive no salary unless it is thereafter determined that it would be patently unsafe to continue to work. Disputes hereunder shall be resolved through the grievance procedure except that such shall culminate in expedited arbitration.

2. There shall be maintained adequate lunchroom, workroom and toilet facilities.

3. **a. Uniforms**

Each custodian, groundskeeper, and maintenance employee, shall receive three sets of uniform pants and shirts per year and one pair of safety shoes per year at no cost to the employees. The employees shall receive the pants and shirts on September 1 of each year of the contract. Employees who work outside in winter shall receive winter coats every other year at no cost to the employees. Employees who work in libraries, laboratories or staff services shall receive one lab coat/smock every year at no cost to the employees. Rain gear shall be made available to employees who need it. Employees shall be required to wear the uniforms and safety shoes during their work hours. Uniforms and shoes shall be worn only by the employees for whom purchased.

- b. Worn out or damaged hand tools shall be replaced by the college at no cost to the employee.

4. There shall be available first aid protection to every employee during working hours.
5. There shall be made available adequate and well-lighted parking facilities.

**C. Physical Examinations**

1. The Administration may request a physical examination by the physician designated by the college at any time during employment. Said physical examination shall be during working hours and at the expense of the College. When said examination is required, a notice shall be sent to the employee and the Association stating the reason for the examination.



2. If the results are deemed by the employee to be potentially adverse to his continued employment status, he may have a second examination by a physician at the employee's expense. Said option for a second examination shall be granted by the College prior to any change of an employee's employment status by the Administration.

**D. Employee Conduct**

1. No employee shall use the college telephones to make outside personal calls.
2. No employee shall use his position at Triton for private gain.
3. No employee shall give preferential treatment to any person, group or organization.
4. No employee shall impede college efficiency or economy.
5. No employee shall adversely affect the confidence of the public.

**E. Personnel File**

Upon request, an employee shall have access to his personnel file with the exception of personal reference reports, interview record sheets and other confidential items. Requests must be submitted in advance. Official classified files in the Human Resources Office shall be maintained under the following circumstances:

1. No material derogatory to an individual's conduct, service, character or personality shall be placed in the file unless the individual has had an opportunity to read the material and to affix his signature to the copy to be filed with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with the content. Materials in the official cumulative file must be time-stamped when placed in the file.
2. Upon request by the individual, he shall be permitted to examine in the Human Resources Office his official cumulative file, but not to mark, destroy or remove any of the contents.
3. In the event that the individual refuses to sign a statement to the effect that he has read the material to be added to his file, the Associate Vice President of Human Resources shall notify the Association President, who has signified receipt of a copy of the material. The Association President or designee will forward a copy to the individual.

4. Upon request, an employee shall receive copies of the materials in his files. The cost of duplication shall be paid by the employee.
5. An agent of the Board may be present during any review of the personnel file by the employee.
6. Examination of personnel files shall occur during normal business hours.

**F. Office Automation and Reorganization**

1. The Administration agrees to inform the Association of a reorganization that affects bargaining unit members 15 days prior to implementation. When changes in operations due to technological innovations occur, the Board shall give first consideration to affected employees. If the affected employees do not possess the skills or knowledge to perform the required work in the new operation, the Board shall endeavor to provide the necessary training to such employees during work hours at the Board's expense. However, such training and acquisition must be attainable within 20 work days, or within the period specified by the supplier of the equipment or machinery as the time period within which the skills should be attainable. If an employee does not sufficiently complete the training or acquire the skills within the time periods herein specified, then, in that event, the Board shall fill the positions in the newly implemented operations as otherwise provided in this Agreement.

**G. Additional Required Skills**

When, in the exercise of sound business judgment, an appropriate supervisor or other appropriate employee it is determined that a subordinate or supportive employee requires the acquisition of additional skills, such employee shall be required to attend at either the Triton Professional Development Center or other appropriate facility for the period required to acquire said skills, at college expense. Such period shall not exceed 20 workdays and shall not be tolled for any reason. Longer periods may be authorized if the training cannot be accomplished within the 20 workday period.

If the employee refuses to attend or does not complete the skills acquisition within the period authorized, progressive discipline shall proceed as follows:

1. Oral Warning: If the employee refuses to attend or does not complete the skills acquisition within the period authorized.
2. Written Warning: If the employee refuses to attend or does not complete the skills acquisition within an additional 10 workdays.
3. Suspension: If the employee refuses to attend or does not complete the skills acquisition within an additional 10 workdays, a one (1) week suspension.
4. Termination: If the employee refuses to attend or does not complete the skills acquisition within an additional 10 workdays.

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## ARTICLE VII

### **GRADE APPEAL/PROMOTION PROCESSES**

- A. 1. Grade appeals shall be submitted by April 1st and proceed through May 31st for an effective date of July 1st of each year.
- 2. Grade appeals shall be submitted by November 1st and proceed through December 31st for an effective date of February 1st of each year.
- B. 1. If in the course of a grade appeal process, the Associate Vice President of Human Resources determines that an appeal is a promotion, the Associate Vice President shall notify the Association President.
- 2. If in the course of a grade appeal, the review committee determines that the issue is actually that of a change in grade, as defined above, then grade appeal will be denied.

#### **C. Grade Appeal/Promotion Process**

##### **Step 1 - Appeal Process**

An individual with the approval of the Department Head can request the review of a job grade or job description. If the Department Head does not concur with the request for a review, he must submit a rationale as to why he disagrees with the requested review within three (3) weeks. An individual may proceed with the appeal without the supervisor's concurrence. Appeals can be made only once every six (6) months.

##### **Step 2**

###### **a. Grade Appeal**

The rationale for the review must be submitted in writing to the Human Resources Office. In the case of more than one individual in the same job classification, a majority of the individuals must sign requesting the review. In the case of more than five (5) individuals in the job grade, 75% of the individuals in the job classification must sign for the requested review. The 75% requirement may be waived and a review granted if an individual believes that his job differs substantially from that of others holding the same job title. The Human Resources Office has three weeks in which to respond.

###### **b. Promotion**

The employee's written rationale for the job description review along with the supervisor's approval or denial rationale must be submitted to the Human Resources office. The job duties performed must demonstrate a substantial change in

responsibilities to be considered. The Human Resources Office has three weeks in which to review the material and submit the material and a recommendation to the TCCA Executive Committee.

### **Step 3**

The rationale is then submitted to the classified executive committee which can either approve the rationale or veto the request. If the executive committee vetoes the request, the request shall go no further. The classified executive committee has three weeks in which to act. The Human Resources Office has three weeks in which to respond.

### **Step 4**

The rationale, if approved by the classified executive committee, will be submitted to a review committee comprised of the following individuals:

1. Associate Vice President of Human Resources or designee (Chairperson);
2. Classified President or designee;
3. Classified Representative from the Department from which the appeal was made;
4. Area Dean;
5. Vice President for Business Administration or designee.

The review committee will point-count the job, using a uniform job evaluation system and then vote on whether or not the upgrade should be made. The Associate Vice President of Human Resources or designee will vote only in the case of a tie. If the review committee vetoes, the appeal goes no further. If they approve, the appeal is submitted to the Associate Vice President of Human Resources or designee. The review committee has three weeks in which to act.

### **Step 5**

The Associate Vice President of Human Resources or designee will review the recommendations from the review committee and either recommends that the grade change be made to the President or veto the recommendation. The Associate Vice President of Human Resources or designee has three weeks in which to act. If approved, the President will submit a recommendation to the Board of Trustees.

## **Step 6**

### **a. Grade Appeal**

If the Board of Trustees approves the recommended change, the grade change shall be effective July 1st or February 1st of the given year, whichever is applicable. If the recommended change involves a change in grade, the employee(s) will move to the step of the new grade most closely approximating current salary. If this movement results in an increase of less than 3.5 percent the employee(s) moves to the next higher step or the minimum of the range of the new salary grade, whichever is greater. No salary increase shall exceed the maximum in any pay grade or be less than the minimum of the new grade.

The Board of Trustees shall act on the committee's recommendation within 60 days of receiving the recommendation from the Committee. If the Board of Trustees does not approve the committee's recommendation, it shall, in writing notify the Association within 15 days of the action taken.

### **b. Promotion**

(See Article X.G.)

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## **ARTICLE VIII**

### **JOB EVALUATION PROCESS**

- A. When a new position is proposed to be added to an organizational unit, the position should be titled and assigned to a grade prior to the beginning of recruitment.
- B. The appropriate administrator shall prepare a job description detailing the nature and qualifications for the position.
- C. This description should be reviewed and approved by the appropriate area dean or vice president and submitted to the Associate Vice President of Human Resources or designee, who will assign an appropriate classification and salary grade.
- D. The Associate Vice President of Human Resources or designee's assignment should be reported to the appropriate administrator and classified executive committee. If these groups approve of the classification and salary grade, the recommendation will be forwarded to the Associate Vice President of Human Resources or designee for approval. The Associate Vice President of Human Resources or designee will then forward the job description and salary grade to the Board of Trustees.
- E. The classified titles and grades are set forth in Appendix A.
- F. If the Board decides to abolish or merge job classifications under this Agreement, it shall notify the Association of such action within ten (10) days of the decision to effectuate such change. Upon written request of the Association, the Board will enter into negotiations with respect to the impact of such change upon affected employees and the possible amelioration thereof.

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## **ARTICLE IX**

### **GRIEVANCE PROCEDURE**

#### **Objective**

It is the declared objective of the Association and the Board to encourage the prompt resolution of the grievances and complaints of Association members covered by this Agreement as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances and complaints. Individuals who feel they have been affected by a violation, misinterpretation, or misapplication of this agreement shall be strongly encouraged to resolve the matter informally with the individual's immediate supervisor.

#### **A. Definition of Grievance**

A grievance shall mean a complaint by a classified employee, a group of classified employees, or the Classified Association that there has been a violation, misinterpretation, or misapplication of this Agreement or any work rules. All grievances shall be submitted in writing using a format agreed upon by the Board and the Association. It shall include four (4) components: date, contract violation grievied, brief explanation of grievance, and suggested resolution. (Appendix G)

#### **B. Steps**

##### **1. Step 1**

A classified employee or the Association within ten (10) working days of the occurrence of the event leading to the grievance or within ten (10) working days of when such occurrence might reasonably have been ascertained, the employee or the Association shall file a grievance in accordance with Article IX.A. with the supervisor with a copy to the appropriate administrator.

The supervisor shall, along with the Associate Vice President of Human Resources or designee, investigate the grievance, meet with the employee and the Association within five (5) working days, and provide the employee, the Association, and the appropriate administrator with a written response to the alleged grievance within three (3) working days. If the matter is not satisfactorily resolved at this step, the employee or the Association may proceed to Step 2 by submitting a written request to the appropriate administrator within five (5) working days from the meeting with the supervisor.

##### **2. Step 2**

If the grievance is not settled at Step 1, and the grievant(s) or the Association wishes to appeal the grievance to Step 2, it shall be submitted in writing to the president or designee.

A conference concerning the alleged grievance shall be held with the employee, the Association, the College President or designee, and the appropriate vice president(s) within five (5) working days of receipt by the appropriate administrator of a Step 2 request. Within three (3) working days of such a conference, the College President or designee or the appropriate vice president(s) will prepare a written response to the employee and/or Association. If the matter is not satisfactorily resolved at this step, the employee or the Association may proceed to Step 3 by submitting a written request to the Secretary of the Board of Trustees within five (5) working days of the receipt of the Step 2 response.

### **3. Step 3**

The Board of Trustees shall have the option of hearing the matter but shall not be bound to do so. If the Board decides not to hear the matter, it shall so advise the Association and the grievant within five (5) working days after its receipt of the notification that the grievance has been advanced to Step 3. If the Board of Trustees decides to hear the matter, it shall meet to discuss the grievance with the grievant(s) and the Association in executive session on the day of its next regular Board meeting. The Board, at its sole discretion, may appoint a subcommittee of three (3) Board members to confer with the individual and the Association in executive session concerning the grievance. Such a subcommittee will submit a recommendation to the entire Board as to the disposition of such grievance. The Board shall issue a written response to the grievant and/or the Association within five (5) working days after the date of the Board meeting.

### **4. Step 4**

If the grievance is not satisfactorily resolved at Step 3, it may be submitted by the Association within ten (10) working days of the Step 3 answer to binding arbitration. The Association shall notify the Board, and the parties shall attempt to mutually agree upon an arbitrator within five (5) days of the notification. If the parties cannot reach an agreement on an arbitrator, the parties shall jointly request the American Arbitration Association to provide panels of arbitrators and to act as the administrator of the proceedings.

## **5. Authority of the Arbitrator**

The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from, or change the provisions of this Agreement or the provisions of written Board Policies or written Board Rules and Regulations. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Board and the Association and shall have no authority to make any decisions or recommendation on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws, rules, and regulations having the force and effect of law.

The arbitrator shall submit a written decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later. The decision shall be based solely upon interpretation of the meaning or application of the terms of this Agreement, or if applicable, provisions of written Board Policies or written Board Rules and Regulations, to the facts of the grievance presented. The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall have the authority to make any award concerning the remedy, if any, that the arbitrator considers to be appropriate.

## **6. Expenses of Arbitration**

The fees and expenses of the arbitrator and any other costs mutually agreed upon shall be divided equally between the Board and the Association; provided, however that each party shall be responsible for compensating its own representatives or witnesses. All other expenses shall be borne by the party incurring them.

The parties agree to schedule arbitration hearing insofar as practicable at times when classified and administration employees can be present to testify as witnesses without interfering with their assigned duties. Unless the parties mutually agree otherwise, arbitration hearings shall be held at the College's campus in River Grove, Illinois.

## **C. Time Limits**

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits will automatically move the grievance to the next step.
2. Failure at any step of this Agreement to appeal a grievance to the next step within the specified time limits will be considered to be acceptance of the decision rendered at that step.

3. The time limits specified in this Agreement may be extended in any specific written agreement by mutual consent.
4. All of the time limits herein assume that the responsible individuals are on campus.

**D. Miscellaneous Provisions**

1. All disputes arising under this Agreement shall be resolved either by agreement or through the grievance procedure. Concerning matters arising outside of the provisions of this Agreement, wherever applicable, the Association shall utilize other channels for amelioration of complaints or disagreements not specifically covered by any provisions of this Agreement.
2. Nothing contained in this Article shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of the arbitrator's decision.
3. Conferences, meetings, and hearings held pursuant to the grievance procedure shall be set by mutual agreement.
4. The answers provided at each Step of the grievance procedure shall be in writing and shall fully set forth the reasons therefore.
5. Attendance at meetings and hearings held under this grievance procedure shall be limited to those persons specified in the procedure, witnesses, resource people required by either party, and legal counsel for the parties. These meetings shall be scheduled at a time and place mutually agreeable to the College and the Association. No classified employee entitled to be present shall suffer loss of pay because of participation in this grievance procedure.
6. When the Association files a grievance involving an individual classified employee, such grievance shall be signed by the Association President, Grievance Chair, and the Grievant(s). When the grievance involves the Association, such grievance shall be signed by the Association President and the Grievance Chair.
7. The filing or pendency of any grievance under the provisions of this Article shall not prevent the Board and its Administration from taking the action complained of, subject however, to the final decision on the grievance.
8. If an alleged grievance arises concerning matters at the vice presidential or presidential levels of the administration, then, in that event, the parties may mutually agree to initiate the grievance procedure at the Step of the grievance process appropriate to those levels.

## ARTICLE X

### FINANCIAL COMPENSATION & PAYROLL INFORMATION

#### A. Salary

See Appendix B and Appendix C

#### B. Pay Differential

Classified employees regularly scheduled to start on or after 3:00 P.M. and before 6:00 A.M. at least three evenings per week shall be paid at a ten percent (10%) salary differential.

#### C. Overtime

1. Overtime shall be paid and/or compensated as prescribed by law, after 39 hours of work per week, provided that work on Sundays (unless part of the employee's regular schedule) and holidays shall be paid and/or compensated at no less than double-time plus normal holiday pay. An employee working on Easter shall be remunerated at the holiday rate. There shall be no pyramiding of overtime.

All overtime must be approved in advance by the Vice President of Business Services and be submitted on the appropriate form, otherwise it is not valid and cannot be claimed by the employee. Request for overtime, properly filled and submitted, will be charted by Payroll and shall be credited within two (2) payroll periods.

2. Overtime shall be distributed equally among qualified personnel within a department.
3. A minimum of four hours at the overtime rate shall be paid to an employee requested to return to work for emergency duty.
4. Any employee called in 2-1/2 hours before starting time under emergency conditions such as snow removal, equipment repair, etc., shall be guaranteed four hours overtime pay. For any time less than that, pay will be for the time actually worked at time and a half. Example: If someone is called in at 6:00 A.M. with a starting time of 7:30, he would be paid at one and one-half hours overtime rate for one and one-half hours.
5. A minimum of four hours at the overtime rate shall be paid to an employee requested to work on his normal day off.

6. Employees shall not be required to work overtime contrary to law. Overtime may be compelled in the event of a College emergency or if such is necessary to assure the opening of the College.
7. For determining overtime, sick time off and vacation time off during the week shall be calculated as time worked.
8. Any compensation, full or partial, paid whether working or not, shall be applied as dollar "one" to the total of any compensation due to the employee under this agreement.

**D. Compensatory Time**

Compensatory time may be provided in lieu of salary and calculated as in Article X, Section C, Paragraph 1.

Compensatory time must be requested by the employee and/or offered by the employer. If either the employee or employer do not agree to the use of compensatory time, the employee will be compensated in salary for all approved overtime. As all overtime must be pre-approved, the election of either salary or compensatory time must be made prior to the beginning of the overtime shift.

Guidelines for earning and using compensatory time are as follows:

- a. Compensatory time may be accumulated to a maximum of seventy-eight (78) hours time off at any time during the year.
- b. Each hour accumulated must be used within ninety (90) days of the date earned.
- c. All compensatory hours earned within a fiscal year must be used within that fiscal year.
- d. The employee and employer must reach consensus on when compensatory time can be taken.
- e. The employer should inform employees of the best time of year to redeem compensatory time.
- f. All compensatory time must be submitted on the appropriate form and approved in advance by the Vice President of Business Services, otherwise it is not valid and cannot be claimed by the employee.
- g. Request for compensatory time must be properly filled out and approved in order that it be charted by Payroll and shall be credited within two (2) payroll periods.



- h. Compensatory time not used within ninety (90) days shall be paid out on the next regularly scheduled complete pay period.

**E. Compensation in a Temporary Position**

- 1. Any classified employee holding a temporary position which is normally paid at a higher rate than the employee's regular position for three consecutive work days or more shall be paid at the higher rate. This pay shall be retroactive to the first day of the temporary position and shall continue until the employee's regular position shall resume. Any employee working temporarily in a position with a higher range must receive prior approval from the Associate Vice President of Human Resources or designee. The individual will receive a temporary ten percent (10%) salary increase or the minimum of the new salary classification, whichever is greater.
- 2. Any employee who assumes the duties of another position with a totally different job description for which they have no supervisory responsibility, in addition to their current position, for seven consecutive working days or more shall receive 10 percent additional compensation above their current salary. Only one person may receive this additional compensation per vacant position.

**F. Pay Days**

Employees shall be paid every other Friday.

**G. Promotions**

An employee promoted to a position of higher paying classification shall have his/her annualized salary adjusted as follows:

<b><u>Salary Grade Change</u></b>	<b><u>Increase</u></b>
1 Grade	Employee shall be placed on the grade and step that is closest to a ten percent increase or the minimum of the new pay grade, whichever is greater.
2 Grades	Employee shall be placed on the grade and step that is closest to a twelve (12) percent increase or the minimum of the new pay grade, whichever is greater.
3 Grades or more	Employee shall be placed on the grade and step that is closest to a fourteen (14) percent increase or the minimum of the new pay grade, whichever is greater.

The above shall continue as long as it does not create a conflict with SURS credible earnings limitations and penalties against the college. See Article XVIII.

## H. Demotion

1. A person reassigned to a classification in a lower salary grade shall not receive a salary reduction. Further salary adjustments are controlled in the salary range of the new classification.
2. In instances where a staff member seeks a transfer to a position which is in a lower classification, salary may be reduced with the approval of the Associate Vice President of Human Resources. Further salary adjustments are controlled by the salary range of the new classification.

## I. Merit Pay Compensation

The Parties agree that the Administration may establish a merit pay performance bonus fund (SURS non-creditable earnings). A merit pay performance bonus may be issued to individual bargaining unit members at any time and subject to the sole discretion of the College President. The awarding of the bonus is subject to the approval of the Board of Trustees. As a bonus, this is non-SURS creditable earnings. In the event that a merit pay performance bonus is issued to a bargaining unit member, the College agrees to immediately provide the Association with the name of the bargaining unit member receiving the bonus and the amount of the bonus received.

## **ARTICLE XI**

### **BENEFITS**

All benefits listed in this Article, with the exception of the insurance package, will apply only to individuals who have successfully completed the probationary period. Sick leave and vacation benefits will accrue during the probationary period, but will not be credited to the individual until the completion of the first four (4) months of the probationary period has been successfully completed.

#### **A. Education**

1. Upon completion of an approved undergraduate course with a "C" or better or completion of an approved graduate course with a "B" or better, each full-time employee shall be reimbursed up to an annual maximum of \$3,200 for courses, conferences, and seminars taken off campus.

Reimbursement shall be for courses in an approved accredited degree program, courses needed to meet the requirements of another job classification within the bargaining unit or to meet the requirements determined by the Career Ladder Committee for a promotional opportunity. The employee shall furnish a rationale describing the relationship to the job classification.

2. Tuition for Triton courses will be free.  
The free courses must be approved as beneficial to employment at Triton by their immediate supervisor. If they are not beneficial, the tuition will be \$10 per credit hour with a maximum waiver of \$90 in course fees per course.
3. Tuition for spouse and children will be \$10 per credit hour. In case of out-of-district residents, a request for chargeback must be made. Tuition will not exceed the \$10 per credit hour rate. Fees will be waived up to a maximum of \$90 per course. The definition of "child" within the agreement for the purposes of family tuition rate, shall be identical to that as defined by the Federal Healthcare mandate and all covered parties must be unmarried and shall live at the same residence as the covered employee.
4. An employee successfully completing ("C" or better) the following number of college credit hours in an approved program or approved courses shall receive additional compensation in accordance with the following schedule:\*

\*Eligibility for revised schedule is contingent upon successful completion of at least one course after July 1, 1972.

14-27 credit hours 2%  
28-41 credit hours 3%  
42-55 credit hours 4%  
56-69 credit hours 5%

Credit hours applicable for additional compensation must be accumulated after initial employment date. Credit must be earned prior to July 1 when payroll adjustments are made. The request for payroll adjustment and an official transcript must be sent to Human Resources before July 1 of each year.

5. Provided the only time an employee can enroll in a required course in an approved program is during normal working hours, said employee shall be released for such class with prior approval from the immediate supervisor and the Associate Vice President of Human Resources on the condition that the time lost from the job is made up.
6. An employee required to attend training sessions to learn more about his job shall be paid time or compensated for, if after regular working hours. The district shall assume responsibility for any usual expenses in connection with these training sessions.

**B. Conferences, Conventions, Seminars**

The Administration shall encourage classified employees to attend educational conferences to broaden their knowledge.

**C. In-Service Training**

Recognizing the importance of education and the responsibility of the college to help and enhance the skills of the classified employees, one day per year shall be set aside as an in-service day for the Association. Twenty five hundred dollars (\$2,500) per year shall be allocated to the Association for the expenses. The Association and the Human Resources Department shall come to a mutual agreement regarding how to spend these funds to best meet the training needs of the employees. All necessary arrangements for the in-service day shall be made by the in-service committee consisting of representatives from the Association and the Human Resources Department.

Other in-service training programs shall be encouraged and planned by the respective departments.

A preliminary in-service agenda and schedule must be submitted four (4) weeks in advance to the Associate Vice President of Human Resources and the Director of the Professional Development Center. The day should consist of various professional development activities, lunch, and one (1) hour of union meeting time.

#### **D. Holidays**

1. Regular Paid Holidays:  
New Year's Eve day, New Year's Day, Martin Luther King's Birthday, President's Day\*, Spring Holiday, Memorial Day, Independence Day, Labor Day, Columbus Day\*, Veteran's Day\*, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day. (Note: When any regular paid holiday falls on a Saturday, the preceding work day shall be observed. Should it fall on Sunday, the following work day shall be observed). Academic year employees shall not receive a paid holiday on Independence Day. Election Day and "Juneteenth" shall be recognized only on the date applicable as determined by Illinois or Federal law.
2. Religious holidays not listed above may be taken as personal use leave with prior approval by the respective supervisor and the Associate Vice President of Human Resources.
3. A holiday falling within a vacation period shall not constitute a vacation day. A holiday occurring while an employee is on leave of absence for sickness or injury shall not be counted against his sick leave.

\*In the event the college calendar includes one or more of these holidays as teaching days, an equivalent number of floating holidays will be granted. The procedure for taking a floating holiday will be the same as a vacation request and the floating holiday must be taken in the fiscal year in which it was earned.

#### **DI. Insurance - Medical/Dental**

1. All benefits set forth in the Health, Dental and Life Insurance program as adopted by the Board of Trustees shall be paid as herein after agreed for each full-time employee by Triton College except each new employee shall pay for his/her coverage for the first six months of employment. Each employee will be provided with specifics regarding these insurance programs.  
Employee and dependent coverage shall be provided on a co-payment premium basis.  
Effective July 1, 2013 the health insurance co-payment will be revised through recommendation of the Employee Health Insurance committee and as approved by the Board of Trustees. The co-payment amount shall be identical to the highest amount paid by any other full time employee group. The standard effective date shall thereafter be January 1 through December 31, however the Board of Trustees at their discretion may revise the co-payment at any time with 180 day's notice to the affected employees.

\*Based on 26 pay periods per fiscal year. (Persons receiving their annual pay on less than the 26 pay period schedule shall have the annualized contribution [26 pay periods X the contribution rate] divided by their number of pay periods deducted from each paycheck.)

2. An employee on leave may at his option and expense continue insurance coverage. The first thirty (30) days shall be kept in force by the Board of Trustees. Parental leave is excluded from this option.
3. In the event that the majority of the Health Insurance Committee determines that it is in the best interest of the covered employees to modify the cap on the employee portion for prescription drugs, that recommendation will go before the Board of Trustees for consideration. Under no circumstances shall the Health Insurance Committee agree to dispose of a prescription drug card program in its entirety.
4. All health and accident insurance claims which have been submitted prior to termination shall be valid.
5. An employee whose spouse is covered under the Triton Medical/Dental Plan shall not be required to be separately covered under the Plan.
6. A Joint Committee will study and review all aspects of health insurance. Faculty, Administrative, and Classified employees will have equal representation together with the President or his designee. This committee will concentrate on controlling the cost of the life and health insurance package.

**F. Pension Plan**

1. The classified staff will participate in the State Universities Retirement System (SURS) in accordance with State statutes.
2. All retirees will have available to them the same reduced tuition plan as the Classified employees for self and dependents during the retirement incentive period or for 5 years from the last date of employment, whichever is greater.

**G. IRS Section 125 Salary Reduction Program**

The Board shall implement and make available to all classified an IRS Section 125 Salary Reduction Program to the fullest extent provided by the IRS rules and regulations for insurance premiums, eligible non-reimbursed medical expenses, and dependent care expenses. All enhancements, reductions, alterations, and changes hereinafter adopted by the IRS shall have a like effect on the plan provided by the Board. The Board shall pay any administrative cost to the program.

This program shall be supplemental to the other insurance coverage's contained in the agreement with the Association and shall not permit the employee to withdraw from these basic insurance coverage's.

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## **ARTICLE XII**

### **LEAVES**

#### **A. Introduction**

1. An employee on an approved leave of absence shall maintain seniority, and benefits shall be commensurate with the years of service; however, benefits shall not accrue during the unpaid leave of absence or unpaid medical leave (i.e., sick leave, personal use days, vacation, etc).
2. An employee on leave may at his option and expense continue insurance coverage. The first thirty (30) days will be kept in force by the District.
3. An employee absent due to an approved leave of absence not exceeding six (6) months shall be reinstated in the same position held prior to the employee's absence.
4. An employee absent due to an approved leave of absence exceeding six (6) months shall be reinstated in his same or similar position.
5. Upon returning from an approved leave, an employee shall be reinstated in the same grade at a comparable salary level as when the leave was taken.
6. Monthly accrual shall be effective for all employees under this agreement as of July 1, 2020. All leave time (vacation, sick and personal) hours shall only be accrued in the Colleague system as they are earned, and shall only be credited to the system after the 16<sup>th</sup> day of the month worked. Employees must work more than 50% of the month to earn leave time for the month.

#### **B. Bereavement**

Each classified employee upon completion of his primary probationary period shall be allowed up to three calendar days leave of absence (excluding holidays and weekends) with pay for each bereavement. Bereavement shall include all members of the immediate family as defined in Article II.F. Additional days may be allowed and may be charged against accumulated sick leave or personal use leave at the employee's option.

#### **C. Court Appearances**

1. When an employee is called to serve on a jury, if the employee reports but is excused from serving with ½ of the working day or more remaining, the employee shall return to work. When an employee serves on jury duty, the employee shall not suffer loss of compensation.

When an employee is called to appear as a witness, if the employee reports but is excused from serving with ½ of the working day or more remaining, the employee shall return to work.

**D. Personal Use Leave**

1. Classified employees are entitled to three (3) personal use leave days (24 hours in the Colleague system) during each college year for personal business without loss of pay. Where reasonably foreseeable, classified employees shall provide the supervisor with 24 hours advance notice prior to using a personal use leave day.
2. Low priority will be given in the following work periods and an approved statement specifying the reason must be provided:
  - a. First week of a new semester
  - b. Final exam week
  - c. Working day before and working day after a holiday
  - d. Two or more personal days in succession.
3. Unused personal use leave shall apply to sick leave.
4. Personal use leave days (3) shall be taken in no less than one hour increments.

**E. Sick Leave**

1. Fifteen (15) sick days will be credited to an employee July 1. The Administration may require a doctor's statement as proof of illness after the fourth consecutive day of sick leave or after the sixth day, not necessarily days in sequence, in the previous six month period. Failure to provide a doctor's statement when requested, shall be deemed as insubordination and a written warning shall be issued for the first offense. However, if employment terminates and the employee has used more sick days than he has earned, the individual shall reimburse the college on a per diem basis. Such amounts, may be deducted by the College from any pending final paychecks or retirement compensation still pending. Or, if the employee must repay, the repayment must be within 60 days of the end of employment.

Sick leave shall be earned on a monthly basis using the following formula:

One (1) month employed earns 1.25 sick days.

Sick leave shall not be earned during approved leaves of absence.

2. Sick leave shall be interpreted to mean illness, accident, hospitalization, doctor's appointments, quarantine of the employee or someone in his immediate family.
3. An employee who will be late or absent due to sickness shall phone or otherwise notify the supervisor within one-half (½) hour after the starting time for those working a normal shift and one (1) hour prior to starting time for second- and third-shift employees. Failure to comply with the procedure will result in the loss of salary for that day.
4. There shall be no limitation on accumulated days of sick leave. Monetary remuneration shall be at 12.5% of unused sick leave upon retirement as defined by the State Universities Retirement System. Terminal reimbursement will be based upon the average of the five highest years of base contractual salary.
5. In the case of an extended illness, the Associate Vice President of Human Resources or designee shall grant unused vacation time after normal sick leave has expired, upon written request of the employee.
6. An employee absent the working day before or the working day following a legal holiday or vacation period may be requested to submit acceptable proof of the reason for absence. Failure to provide such evidence shall result in the employee's salary being deducted for both the holiday and the day of absence.
7. Use of sick leave days shall be deducted from those allowed.
8. The maximum number of sick days to be paid upon retirement be 360 days.

**F. Vacation**

1. Paid vacation shall be credited to an employee. Effective July 1, 2020 accrual shall be monthly in accordance with Article XII, sec A, par 6.. However, if employment terminates, and the employee has used more vacation days than he has earned, the individual shall reimburse the college on a per diem basis. Such amounts, may be deducted by the College from any pending final paychecks or retirement compensation still pending. Or, if the employee must repay, the repayment must be within 60 days of the end of employment.

From day 2 to last day year 1, 5/6 day per month (up to 10 days)

From day 1 year 2	10 days	78.00 hours
From day 1 year 5	15 days	117.00 hours
From day 1 year 9	16 days	124.80 hours
From day 1 year 10	17 days	132.60 hours
From day 1 year 11	20 days	156.00 hours
From day 1 year 12	21 days	163.80 hours
From day 1 year 13	22 days	171.60 hours

2. Vacation requests are to be submitted for approval on the appropriate form to the immediate supervisor (a minimum of 24 hours notice required) and are to be verified by the Human Resources Office. The needs of the college shall be considered when approving vacation requests. Whenever possible, the employee's requested time shall be granted. When persons within a department apply for the same days off and all requests cannot be honored, requests will be granted in the order submitted. If received simultaneously, seniority will be utilized for priority.
3. Each employee must take a minimum of five (5) consecutive working days vacation each year. (Taking vacation in blocks of days [5 or more] is preferred.) An employee may accumulate vacation days up to a maximum of 35 days.
4. Upon written request to the Business Office at least two (2) weeks in advance of an approved vacation period, the Business Office shall issue payroll checks or checks for the period of the vacation time on the day prior to the commencement of the vacation period.
5. Upon separation from employment, vacation time accrued but not used shall be paid at the employee's regular salary rate according to the schedule in XII.G.(3).
6. Upon commencement of an approved leave of absence, vacation time accrued but not used, may be paid at the employee's option at his regular salary according to the schedule in XII.G.(3).
7. Vacation days shall be taken in no less than one-hour increments.

#### **H. Parental Leave of Absence**

1. Any individual desiring a parental leave shall apply in writing thirty (30) days or more prior to the proposed commencement date to the Board of Trustees. Where thirty (30) days prior notice is not possible, notice as practical shall be given.
2. A parental leave of absence shall be granted for a period of twelve (12) weeks in the case of a birth of a son or daughter to care for that son or daughter, placement of a son or daughter with the employee for adoption or foster care, to care for a spouse, son, daughter, or parent if they have a serious health condition. Entitlement for leave or placement of a son or daughter with the employee shall end at the end of the twelve (12) month period beginning on the date of birth or placement. A parental leave of absence beyond twelve weeks may, as determined by the Board, be granted for a period not to exceed one year, as set by the Board, to bear a child or to rear a child under the age of five (5) years who is the applicant's child by birth, adoption, or from whom legal guardianship has been assumed.

3. All parental leaves of absence shall be without pay or other compensation. However, an employee may elect or employer may require the employee to substitute any of the accrued paid vacation leave, personal leave, or family leave for any part of the twelve week period.
4. An individual who is pregnant may use her available sick leave for such period that her attending physician certifies in writing to the Board that she is disabled and unable to work. Said period shall not be considered a part of her parental leave, and disability and sick leave benefits, if any, shall apply during said disability.
5. Insurance benefits ordinarily paid by the Board will be continued during the parental leave. Accrued benefits will be retained.

**I. Disability/Medical Leave**

1. An individual on disability/medical leave upon return will assume his same position or a comparable position, if the same position is not available.
2. Additionally, years of service will be counted as if the person was in continuous employment with appropriate placement on the salary schedule.
3. This provision will apply for up to two (2) years and is contingent upon the individual being physically able to assume the position.

**J. Special Leaves**

Leaves of absence without pay under special conditions may be granted by the Board of Trustees for a period of not more than six (6) months, providing such leave does not conflict with district needs.

All benefits listed in Article XI-Benefits will be prorated for employees who, at their own option, work less than a full year. The prorated amount will be in direct proportion to the period of the requested leave, i.e., one month's requested leave will result in a 1/12 reduction in benefits.

**K. Retirement**

1. Each Classified member shall participate in the State Universities Retirement System (SURS) in accordance with that system's regulations.
2. In exchange for timely notice, the amount of which is to be established by publication of an invitation of an offer from the Office of the College President

as appropriate, the Board agrees that the Administration shall commit at least \$100,000 over the life of this Negotiated Agreement for the purpose of establishing a retirement incentive bonus (SURS non-creditable earnings) at times and with limitations as established and published by the College Administration. This retirement incentive bonus requires the submission of an irrevocable retirement notice and is subject to the approval of the Board of Trustees.

3. Discretionary retirement slots, as identified above, are not pre-determined and are left to the sole discretion of the College President as indicated herein. Such slots shall be offered in groups of two (2) or more and shall be equal in bonus compensation within the group.

## **ARTICLE XIII**

### **DISCIPLINE**

#### **A. Types of Discipline**

At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise. However, the Board and the Association recognize that, from time to time, circumstances will arise which require the just dispensation of discipline. The parties agree that disciplinary action shall be for just cause shown and will be performed in a timely manner. Where applicable, discipline will be performed in a progressive manner. The types of discipline agreed to by the parties are as follows:

##### **1. Oral Warning**

The oral warning shall be delivered to the employee by the supervisor. The supervisor shall draft a memorandum of oral warning. A copy of such memorandum shall be served upon the employee who shall sign a copy to acknowledge receipt thereof and to further acknowledge the employee's understanding that the signed copy shall be retained by the supervisor. Such memoranda may be used as evidence in future disciplinary actions with regard to said employee.

##### **2. Written Warning and Conference**

Where the unsatisfactory performance or conduct giving rise to the oral warning has not been resolved, the employee and supervisor shall meet with the Associate Vice President of Human Resources to discuss the problem. The Association shall be notified and shall have a right to be present at the meeting. At said meeting, acceptable performance shall also be discussed. A written memorandum shall be prepared and given to the employee with copies to the supervisor and the Associate Vice President of Human Resources. All persons present shall sign said memorandum.

##### **3. Suspension**

If the unsatisfactory performance or behavior has not been corrected within the time frame established in the written warning and conference step, a second meeting shall be held with the Supervisor and Associate Vice President of Human Resources wherein the reasons for a suspension shall be discussed. The Association shall be notified and shall have a right to be present at the meeting.

**4. Discharge**

If the unsatisfactory performance or behavior has not been corrected after the suspension of the employee, the employee may be discharged from employment with the College. The employee shall be given written notice of the reasons for such discharge and be provided with an opportunity to respond to the Board of Trustees prior to a decision regarding the anticipated discharge. The Association shall be notified and shall have a right to be present at the Board meeting.

**5. Exceptions to Progressive Steps**

Nothing herein shall limit the right of the College to effect an emergency suspension, with pay. Termination of an employee where the conduct of the employee is flagrant, insubordinate, or otherwise non-remediable shall only be effectuated following the pre-disciplinary meeting provided for in Article XIII.B.

Said conduct shall include but not be limited to: sleeping during scheduled work shift; conviction of a felony anywhere, during the term of employment, and/or conviction for engaging in criminal activity (not a traffic offense) while on Triton's campus; Bringing a weapon onto the College campus; theft of a thing of value from Triton or persons on Triton's campus; fighting or striking another employee or supervisor; abandonment of the position by absenting himself for five or more consecutive days without notifying the supervisor; possession, sale or use of a controlled substance.

**B. Pre-Disciplinary Meeting**

For discipline other than oral warnings, an agent of the Board shall notify the Association and schedule a pre-disciplinary meeting with the employee and the Association. However, other than for a written warning conference, the meeting hereinafter described shall be mandatory. At this meeting the Board shall inform the employee of the reason(s) for potential or contemplated discipline. The employee and the Association designated person shall have the right to rebut or clarify the reasons for such discipline.

The persons present at this meeting shall be limited to the employee, one (1) Association designated representative, the supervisor involved, and the designee of the Vice President of Business. No other persons shall be present.

There shall be compliance with the provisions of this Section prior to the imposition of any discipline provided for in Section A, subparagraphs 3, 4 and 5 thereof.



**C. Notification and Measure of Discipline**

All levels of disciplinary action against an employee shall be done so in writing with the full reasons stated therein. A copy of such disciplinary action shall be served upon the employee and the Association, except in the case of an oral warning, wherein the provisions of A, 1 of this Article are applicable.

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

**D. Removal of Discipline**

Any disciplinary action other than dismissal shall be removed from an employee's file after two (2) years if the employee has received no additional discipline for the same offense.

Blank

## **ARTICLE XIV**

### **SICK LEAVE BANK**

Membership in this bank will be open to all eligible bargaining unit employees and will be voluntary. Any member of the bank who receives benefits from the State Universities Retirement system (SURS), or who is absent for illness due to a work related injury (which is compensable under the Illinois Worker's Compensation Act) may not avail himself of any benefits of the bank. To become a member of the bank, a staff member will notify the Sick Leave Bank Committee of the intention to do so on a form that will be provided.

After the exhaustion of his sick leave and vacation accumulation, each member of the bank may be entitled to draw upon the Sick Leave Bank. The granting of such leave shall be subject to the same criteria as regular sick leave days and shall be, in all other respects, consistent with the negotiated Agreement. Sick leave shall be available only for the illness of the employee and not for the illness of the family.

Any member who wishes to withdraw from membership in the bank can do so by written notice to the Sick Leave Bank Committee. Official withdrawal will be effective five (5) working days after the official notification. However, because the contribution of the two days is treated in the same manner as insurance, the days will not be returned.

It will be the responsibility of the Classified Association Executive Committee to establish the basic rules and regulations of the bank. Once these rules have been completed, they will be published and membership will be opened.

Classified employees who participate in the Sick Leave Bank and who have complaints regarding the decision(s) of the Sick Leave Bank Committee shall bring those complaints directly to the Sick Leave Bank Committee.

Classified employees shall absolve and hold harmless, in all respects, the Board of Trustees and the Administration regarding the implementation of the Sick Leave Bank provisions of this agreement.

When a participant in the Sick Leave Bank requests and is approved for sick leave benefits by the Committee, said Committee shall forward the name and all other appropriate pertinent information to the Associate Vice President of Human Resources.

Determination of participation, discontinuance of participation and particulars with regard to the withdrawal of days shall be furnished to the Associate Vice President of Human Resources by the Sick Leave Bank Committee in the appropriate year.

An employee who retires may donate up to 10 days of the employee's accumulated sick leave to the sick leave bank. These days may not be counted for SURS or remuneration under Article XII, Section F.4.

Blank

## **ARTICLE XV**

### **PAST PRACTICE**

Except as this Agreement shall herein provide provisions that specifically relate to an alleged past practice, nothing herein shall be interpreted or applied so as to eliminate, reduce, or otherwise detract from any classified benefits existing prior to the effective date of this Agreement.

The Association and Board agree that any past practices which may arise under the provisions of and during the term of this Agreement shall conform to the elements enumerated in this section.

The parties agree that the following four (4) requirements must exist for an alleged past practice to qualify as a bonafide, binding practice, whether under the provisions of this Agreement or at any time prior thereto:

1. The asserted past practice must be reasonably consistent;
2. The asserted past practice must be clearly stated in writing, or clearly articulated in an ascertainable manner;
3. The asserted past practice shall have been acted upon;
4. The asserted past practice must be readily ascertainable over a reasonable period of time as a reasonably fixed and established practice accepted by both Parties to this Agreement.

The Board agrees that, upon request of the Association, it will, through its administration, meet and consult with the Association relative to any past practices pertaining to wages, hours, and conditions of employment.

Blank

## **ARTICLE XVI**

### **ENTIRE AGREEMENT**

This Agreement constitutes a full and complete settlement of all known outstanding issues between the Board and the Association, and it supersedes and cancels all previous agreements between the Board and the Association. The Board and the Association mutually agree that this Agreement does not constitute a waiver of rights granted by the Illinois Educational Labor Relations Act with respect to those matters which permit collective bargaining and are not encompassed in this Agreement, and no action shall be taken with regard thereto by either party without collective bargaining and agreement. The Board and the Association mutually agree that they shall not make unilateral changes in the Collective Bargaining Agreement.

Blank



## **ARTICLE XVII**

### **PRECEDENCE OF AGREEMENT**

The Board and Association acknowledge the Board's authority to promulgate such policies for the College as the Board, in its sole discretion, deems necessary or advisable. Said policies shall control to the extent that they are not in conflict with the written terms of this Agreement.

If there is any conflict between the written terms of this Agreement and written Board policies, which may from time to time be in effect, the written terms of this Agreement shall take precedence and be controlling

Blank

## **ARTICLE XVIII**

### **COMPENSATION LIMITATION**

All compensation received under this agreement is limited to a maximum of six percent (6%) in consideration of the provisions of Illinois Senate Bill 27 (SB27) and any and all legislative enactments that may follow related thereto.

If subsequent legislative enactments permit compensation in excess of six percent (6%) without penalty to, or liability for the college, then such compensation shall be paid under the provisions of this agreement.

Blank

## APPENDIX A

### CLASSIFIED TITLES & GRADES

<u>GRADE</u>	<u>TITLES</u>
5	Library Assistant I Mail Distribution Clerk
6	ABE Data Entry Clerk Audio Visual Equipment Assistant Custodian I Gardener Library Assistant II Library Technology and Circulation Assistant Secretary I Student Personnel Clerk I
7	Account Clerk Assistant Coordinator, Chemistry Lab Maintenance Personnel Maintenance, Supply and Set Up Clerk Lead Staff Services Assistant Purchasing Assistant
8	Financial Aid Specialist Mail Automation Assistant Maintenance Semi-Skilled Trades Office Assistant Secretary II Student Loan Specialist
9	Cataloger Coordinator, Intake Services Health Careers Information Specialist Lead Person Custodial/Grounds Lead Person, Shipping and Receiving Police Communication & Support Services Officer Prospective Student Information Specialist Senior Financial Aid Specialist Student Personnel Clerk II

- 10 Business Specialist  
 Coordinator, Athletic Facilities and Special Events  
 Coordinator, Audio Visual Services  
 Coordinator, Financial Aid  
 Coordinator, Work Study and Scholarships  
 Coordinator, RSVP Volunteers  
 Coordinator, Science Lab  
 Disability Services Assistant  
 Financial Aid Awarding Specialist  
 Graphic Design Specialist  
 Lead Person Police Communications/Support Service Officer  
 Marketing and Public Relations Associate  
 Office Coordinator  
 System Support Specialist  
 Telecommunication Specialist
- 11 Accountant  
 Child Care Center Associate  
 Computer Systems Specialist  
 Coordinator, Academic Outreach  
 Coordinator, Circulation Services  
 Coordinator, Educational Technology Resource Center  
 Coordinator, Financial and Membership  
 Curriculum & Assessment Assistant  
 Maintenance, Skilled Trades - Painter  
 Maintenance, Skilled Trades - Mechanic  
 Operations Coordinator  
 Staff Technology Trainer  
 Technical and Production Assistant
- 12 Child Care Associate Director  
 Coordinator, Scheduling  
 Coordinator, Testing Center  
 Creative Services Associate  
 Manager/Technical Director, Performing Arts Center  
 Records Evaluator  
 Senior Graphics Design Specialist
- 13 Coordinator, Academic Success Center  
 Coordinator, Kindergarten Child Care  
 Lead Person, Maintenance  
 Digital Media Marketing Specialist  
 Public Relations Writer  
 Senior Coordinator Scheduling  
 Senior Lead Person/Custodial Grounds  
 Sports Information Specialist

EXEMPT/EXCLUDED POSITIONS

All Administrative Assistants

Administrative Assistant to the Vice President of Business Administration

Event/Community Relations Assistant

All Human Resource Positions

All Payroll Positions

Blank



## **APPENDIX B**

### **SALARY AND INITIAL PLACEMENT**

1. All employees hired after January 1<sup>st</sup> of each year of the agreement shall receive a raise effective only upon Board approved completion of their probationary period.
2. All employees shall receive raises on July 1<sup>st</sup> of each year of the four year agreement.
  - Effective July 1, 2023, each employee shall receive a salary increase of: 5.25% for fiscal year 2024.
  - Effective July 1, 2024, each employee shall receive a salary increase of: 5.25% for fiscal year 2025.
  - Effective July 1, 2025, each employee shall receive a salary increase of: 5.25% for fiscal year 2026.
  - Effective July 1, 2026 each employee shall receive a salary increase of: 5.25% for fiscal year 2027.
3. Initial salary placement will be at an amount within the assigned salary grade for the position. Generally, placement will be at or near the minimum starting salary of the salary grade except where job-related conditions or the specific needs of the College district warrant higher placement.  
(See Appendix C.)

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APPENDIX C

FY24	Grade	Minimum Starting Salary	Maximum Starting Salary
	5	\$31,701	\$35,742
	6	\$33,182	\$37,477
	7	\$34,664	\$39,212
	8	\$36,149	\$40,947
	9	\$37,631	\$42,678
	10	\$39,112	\$44,414
	11	\$40,593	\$46,150
	12	\$42,077	\$47,884
	13	\$43,558	\$49,618

Effective July 1st, 2023

FY25	Grade	Minimum Starting Salary	Maximum Starting Salary
	5	\$32,533	\$36,680
	6	\$34,053	\$38,460
	7	\$35,574	\$40,241
	8	\$37,098	\$42,022
	9	\$38,618	\$43,798
	10	\$40,139	\$45,580
	11	\$41,659	\$47,362
	12	\$43,182	\$49,141
	13	\$44,702	\$50,921

Effective July 1st, 2024

FY26	Grade	Minimum Starting Salary	Maximum Starting Salary
	5	\$33,387	\$37,643
	6	\$34,947	\$39,470
	7	\$36,507	\$41,298
	8	\$38,071	\$43,125
	9	\$39,632	\$44,948
	10	\$41,193	\$46,776
	11	\$42,752	\$48,605
	12	\$44,315	\$50,431
	13	\$45,875	\$52,257

Effective July 1st, 2025

FY27	Grade	Minimum Starting Salary	Maximum Starting Salary
	5	\$34,263	\$38,631
	6	\$35,864	\$40,506
	7	\$37,466	\$42,382
	8	\$39,071	\$44,257
	9	\$40,672	\$46,127
	10	\$42,274	\$48,004
	11	\$43,875	\$49,881
	12	\$45,479	\$51,754
	13	\$47,079	\$53,629

Effective July 1st, 2026

## **APPENDIX D**

All benefits of the Classified employee health plan are contained in the Triton College Blue Cross/Blue Shield of Illinois Plan Document.

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## APPENDIX E

### POLICY ON DISCRIMINATION

It is the policy of Triton College not to discriminate on the basis of race, color, creed, national origin, handicap, age, sex or marital status in admission to and participation in its educational programs, employment policies, or college activities. See Board Policy #4102.2 for further information.

Inquiries regarding compliance with state and federal nondiscrimination regulations may be directed to the College's Affirmative Action Officer. Triton College, 2000 Fifth Avenue, River Grove, Illinois, or to any of the following agencies:

1. Equal Employment Opportunity Commission  
1801 L Street, N.W. Suite 100  
Washington, D.C. 20507-1002

or the

Chicago District Office  
500 West Madison St.  
Suite 2800  
Chicago, Illinois 60661  
(312) 353-2714

2. Illinois Department of Human Rights  
100 West Randolph  
Suite 10-100  
Chicago, Illinois 60601  
(312) 814-6200

3. Office of Civil Rights  
U.S. Department of Education  
111 N. Canal Street, Suite 1053  
Chicago, Illinois 60606  
(312) 886-8434

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## **APPENDIX F**

### **POLICY STATEMENT ON SEXUAL HARASSMENT**

Sexual harassment is illegal under both State and Federal law. In some cases, it may be subject to prosecution under the criminal sexual conduct law. See Board Policy #4145 for further information.

In support and implementation of the law, and in an effort to provide an educational environment free from condoned harassment, it is the policy of Triton College that no member of the college community including but not limited to employees or students may sexually harass another. Any employee or student will be subject to disciplinary action for violation of this policy.

Unwelcome request for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education;
2. submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting that individual;
3. such conduct has the purpose or effect of unreasonably interfering with an individual's academic or professional performance.

Sexual harassment in any situation is reprehensible. It is particularly damaging when it exploits the dependence and trust inherent in student/faculty or employee/supervisor relationships. When the authority and power inherent in these relationships is abused in this way, there is potentially great damage to the individual, to the person complained of and to the general climate of the College.

Blank

**APPENDIX G**

**TRITON COLLEGE**  
**EMPLOYEE/ASSOCIATION FILING OF GRIEVANCE FORM**

Date Filed: \_\_\_\_\_

Docket No. \_\_\_\_\_

Grievant: \_\_\_\_\_

Position: \_\_\_\_\_

Respondent: Board of Trustees of District 504

Name and Title of Appropriate Supervisor Served:

\_\_\_\_\_

Statement of Grievance:

\_\_\_\_\_

\_\_\_\_\_

Date of Alleged Violation: \_\_\_\_\_

Remedy Requested (State Fully):

\_\_\_\_\_

\_\_\_\_\_

Witnesses:

\_\_\_\_\_

I affirm that, to the extent of my knowledge, the above is a full, accurate, and complete report of the grievance.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association Representative

\_\_\_\_\_  
Date

**(use back if necessary)**

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**DURATION OF AGREEMENT**

Ratified by the membership of the Triton College Classified Association on Nov 30 - Dec 1, 2022 by a vote of 74 in favor and 4 Against.

Ratified by the Triton College Board of Trustees on December 20, 2022 by a vote of 6 in favor and 0 against.

This Agreement shall become effective July 1, 2023 and shall remain in full force and effect through and including June 30, 2027.

**Board of Trustees**

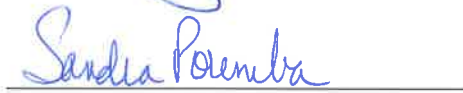
  
Mark R. Stephens, Chairman

  
Tracy Jennings, Secretary


**Classified Association**

  
Renee Swanberg, President

  
Mary Jo Velasco, Negotiating Team

  
Sandra Poremba, Negotiating Team

  
Felix Vega, Negotiating Team

  
Steve Mazurek, Negotiating Team