

2019

AGREEMENT

BETWEEN

COMMUNITY COLLEGE DISTRICT #504

TRITON COLLEGE, RIVER GROVE

COOK COUNTY, ILLINOIS

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 399, AFL-CIO

Community College District #504, Triton College, River Grove, Cook County, Illinois, hereinafter referred to as “Employer” and International Union of Operating Engineers, Local 399 (AFL-CIO), hereinafter referred to as the “Union” agree as follows:

Effective: August 26, 2019 through June 30, 2025

Special Note: The definition of masculine references, i.e., he, his, and him, used in this contract include the feminine equivalent, i.e., she, her.

PREAMBLE

WHEREAS, the Board and Union have endorsed voluntarily the practices and procedures of collective bargaining as a fair and orderly way of conducting the Board's relations with its employees insofar as such practices are appropriate to the obligation of the Board to retain the right to operate District #504 in a responsible and efficient manner and are consistent with the paramount interests of the public and the students of the school system;

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority or duties vested in the Board and the College by the statutes of the State of Illinois or the laws of the United States of America;

WHEREAS, the parties agree that if any provision of this Agreement or any application of the Agreement to any engineer, individually or as a group, shall be found contrary to the law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. No provision of this Agreement shall abrogate the statutory rights, duties, and responsibilities of the Board. The Board also reserves its right to delegate to its administrators the responsibility for the day-to-day management of the College in its charge;

WHEREAS, the enforcement of this Agreement is the joint responsibility of the Board and the Union. Should any disputes arise as to the proper interpretation or application of any provision(s) of this Agreement, the representatives of the Board and the Union shall meet and confer in good faith to resolve differences;

WHEREAS, the Board and the Union further agree to comply faithfully with case and statutory law of the State of Illinois and the United States of America;

WHEREAS, the Employer and the Union may jointly modify this Agreement in writing, which shall be binding on the Employer, the Union, and the Employees;

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

NOW THEREFORE, the parties agree that all elements of the **PREAMBLE** are part of this agreement and additionally agree as follows:

ARTICLE I
RECOGNITION – JURISDICTION

The Employer recognizes the Union as the exclusive collective bargaining representative for all employees engaged in the operations: Operating or assisting in operating all heating and ventilating equipment, engines, turbines, motors, combustion engines, pumps, air compressors, ice and refrigerating machines, air-conditioning units, fans, siphons, also automatic and power-oiled pumps and engines, operating or assisting in maintaining all facilities, including all instrumentation and appurtenances utilizing energy from nuclear fission or fusion and its products such as radioactive isotopes.

It is further recognized that the monitoring equipment, or equipment that controls, stops, or starts the operations of any equipment considered within the scope and responsibility of the licensed stationary engineers will be under the jurisdiction and supervision of the licensed engineers.

ARTICLE II
NONDISCRIMINATION

1. Neither the Board nor the Union shall discriminate against any employee on the basis of race, creed, color, sex, or national origin.
2. There shall be no discrimination against any employee because of Union activity or functioning as a steward, committee member, or Union official.

ARTICLE III
RESPONSIBILITY FOR WORK

The bargaining unit employees shall be responsible for and shall operate and maintain in good running order all machinery and equipment as specified in Article I and any other equipment that may hereafter be used in the duties and operations as specified in Article I. They shall perform all work that has been traditionally and historically within the work jurisdiction of the Engineers, except that they shall not be required to perform major repairs not reasonably expected of an Engineer.

Safety glasses (prescription), raincoats, hats, boots, and other necessary foul-weather clothing shall be provided by the College during the term of employment. Further, each member of the bargaining unit shall receive (at no cost to the employee) three (3) sets of uniform pants and shirts and one (1) pair of safety shoes per fiscal year and one (1) winter coat, every other fiscal year.

All work of the bargaining unit shall be performed by the unit employees and shall not be sublet, contracted out, or performed by any other person except major repairs not reasonably expected of an Engineer.

Employees shall not be required to perform outside electrical work in inclement weather, except in emergencies.

Employees shall obey all orders of those in authority in an effective, courteous, businesslike manner.

ARTICLE IV 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 Union 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 Union 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 Union 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 Union 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 nonremediable 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 Union and schedule a pre-disciplinary meeting with the employee and the Union. 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 Union 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) Union 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 Union, 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.

1. The names and addresses of all employees newly hired or terminated shall be sent to the Union by the responsible Engineer within seventy-two (72) hours after hiring or termination. A newly hired employee, except Trainees (see Article XII), without previous service with the Employer, shall be considered as a probationary employee for the first 180 days of his employment.
2. After two (2) years of full-time employment, in the event of a reduction in force, one (1) month's notice or severance pay, at the discretion of the Employer, will be provided to the affected individual.

ARTICLE V
UNION SHOP AND FAIR SHARE

1. Union Dues and Fair Share Payments. It is recognized that the Union owes the same responsibilities and duties to all employees; that is, to provide equal rights, representation, and services to all persons covered by this Agreement whether or not they are members of the Union, and to represent all such persons fully and fairly. Consequently, all employees covered by this Agreement on the 181st day, may elect to become members of the Union and pay to the Union regular Union dues and fees.

2. Union Dues Deduction. The Board shall deduct from the pay of each member of the bargaining unit from whom it receives (or has received) written authorization to do so, the required amount of International Union of Operating Engineers Local 399, AFL-CIO dues. The Union dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each, shall be forwarded to the Financial Secretary of the International Union of Operating Engineers Local 399, AFL-CIO no later than fifteen (15) days after such deductions were made.

In consideration of the above described service rendered by the Board of Trustees of Community College District No. 504, its members, officers, agents, and employees, the Union hereby releases and discharges the Board of Trustees of Community College District No. 504, its members, agents, and employees for and from any and all liability whatsoever arising as a result of authorization herein given, and all lists created pursuant hereto, and from any errors and omissions which may occur in the creation of such lists and withholding and transmittal of such dues payments.

The Union shall indemnify and hold harmless the Board of Trustees, its members, officers, agents, and employees from 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 purposes of complying with the provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

ARTICLE VI
WAGES

All employees shall receive the percentage increase on July 1st (except as noted) of each fiscal year of the agreement and shall advance on the new employee (or trainee) pay schedule, as appropriate, on the first pay period following their anniversary date.

The salary grid reflects the negotiated raises:

1. Effective August 26, 2019, each employee shall receive a salary increase of: 2.00% for fiscal year 2020.
2. Effective July 1, 2020, each employee shall receive a salary increase of: 2.00% for fiscal year 2021.
3. Effective July 1, 2021, each employee shall receive a salary increase of: 2.00% for fiscal year 2022.
4. Effective July 1, 2022, each employee shall receive a salary increase of: 3.25% for fiscal year 2023.
5. Effective July 1, 2023, each employee shall receive a salary increase of: 3.50% for fiscal year 2024.
6. Effective July 1, 2024, each employee shall receive a salary increase of: 3.50% for fiscal year 2025.

New Employee Pay Schedule:

All new employees hired after August 26, 2019 will be paid according to the then-current “State certified prevailing wage rate” (SPW) which is currently \$48.17 per hour. (State certified Stationary Engineers prevailing wage is the rate excluding benefits.) Employees begin at 90% of the then-current state prevailing wage as the starting rate and they shall receive raises in accordance with the annual increases negotiated for the Stationary Engineers above. Once the employee reaches 100% of SPW, they are linked to the then-current SPW thereafter. If the employee has not reached 100% SPW at the start of 5th full fiscal year of employment (July 1), their pay will be raised to 100% of the then-current SPW.) See note below.

Trainee compensation shall be set at 80% of the New Employee Pay Schedule starting rate in the first year; 85% of starting rate in the second year and 90% of starting rate in the third year, and remain at 90% for the duration of their employment, unless they become a licensed engineer.

The one individual currently on the new employee salary step grid will be grandfathered to the existing four-year grid at 80%, 85%, 90%, 95% and 100% of the then-current pay rate for Stationary Engineers hired before 8/26/2019.

Employees hired after 8/26/2019 will start at 90% of the then-current State Certified Stationary Engineer Prevailing Wage, with annual contract raises continuing until the employee reaches 100% of SPW. If at the beginning of the 5th full fiscal year the employee has not yet reached 100% SPW, their pay will be raised to 100% of SPW (see attached SPW sample). Thereafter, new employees (hired after 8/26/2019) compensation will remain at 100% of the then-current SPW and shall never exceed 100% SPW.

Conversion to hourly rate for existing Stationary Engineers hired before 8/26/2019

	<u>FY 2019</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY2025</u>
Starting Rate* 80%	\$89,689.50	\$43.12	\$43.98					
85%	\$95,295.10			\$47.67				
90%	\$100,900.69				\$51.48			
95%	\$106,506.28					\$59.06	(SCALE)	(SCALE)
100%	\$112,111.89						\$61.13	63.26

Stationary Engineer:

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
Stationary Engineer	\$53.90	\$54.98	\$56.08	\$57.20	\$59.06	\$61.13	\$63.26

For all employees hired before August 26, 2019, the above rates shall be increased by ten percent (10%) for the second shift and by ten percent (10%) for the third shift. For employees hired after that date, the shift differential shall be eight percent (8%).

Chief Engineer:

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
Chief Engineer	\$60.21	\$61.85	\$63.09	\$64.35	\$66.44	\$68.77	\$71.17

Assistant Chief Engineer

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
Assistant Chief Engineer	-----	\$57.73	\$58.88	\$60.06	\$62.01	\$64.18	\$66.43

ARTICLE VII
OVER SCALE RATES – CHANGE IN CONDITIONS

1. Call-Ins. In the event an Engineer is called in to work during a shift other than his own shift, he shall receive a minimum of four (4) hours pay at the applicable rate. Time shall begin when the Engineer has arrived on the College property and has punched in on the time clock. Any Engineer required to work on his schedule day off shall receive a minimum of four (4) hours pay at the applicable rate.

In the event that an engineer works a second regularly scheduled 8 hour shift in less than a 24 hour period and the intervening break between the two shifts is less than 8 hours the engineer will be compensated at time and one-half from the start of the second regular shift to the end of the 8 hour intervening period. (For example, an engineer works until midnight, departs the college and returns at 6:00 a.m.; the time from 6:00 a.m. to 8:00 a.m. would be paid at time and one-half.)

2. Early Reporting. Should any Engineer be required to report to work earlier than his normal starting time, such earlier time shall be added to the regular day's work and paid at the applicable rate. Time shall begin as specified in Section 1 above.
3. Seniority. Except as specifically provided for within this Agreement, seniority within the unit shall apply to choice of vacation, layoff, call back, vacancies on jobs and shifts, and promotions; provided that the employee has the ability to perform the job.
4. Computerized Remote Monitoring System. In the event that the College engages to a computerized remote monitoring system and an Engineer is called upon to log in from a remote location to troubleshoot/remedy a mechanical situation, any time worked greater than 15 minutes will be compensated at the employee's current straight time rate.
5. Reduction in Force. In the event of a layoff (RIF) the College agrees not to replace the displaced worker with a "trainee". However, the College reserves the right to hire "trainees" into vacant positions which have occurred through natural attrition, resignations, retirements and terminations.

ARTICLE VIII
WORK WEEK

Five (5) consecutive days of eight (8) consecutive hours each shall constitute a week's work. Engineers shall work forty (40) hours per week in not more than five (5) consecutive days. If any Engineer is required to work beyond his regularly scheduled hours in any day, he shall be paid at the Engineers applicable rate and may not be required to take compensatory time off. The work week consists of Monday through Sunday, starting at 12:01 AM Monday and ending at Midnight Sunday.

All shifts shall begin between the hours of 6:00 to 8:00 AM, 2:00 to 4:00 PM, or 10:00 to 12:00 PM. Work in excess of forty (40) hours in any one (1) work week shall be paid for at one and one-half (1 ½) times the regular rate. The sixth (6th) day of work in a work week will be paid at the rate of time and one-half (1 ½) and the seventh (7th) consecutive day in any work week shall be paid at double time.

Work in excess of eight (8) hours in one (1) day (first five [5] days of a scheduled work week) shall be paid at the rate of one and one-half (1 ½) the regular rate. Those Engineers scheduled to work during the day shift shall be on campus for eight (8) hours per day. The Chief Engineer shall be on campus eight and one-half (8 ½) hours per day which shall include a one-half (1/2) hour lunch period. All other shifts shall be on campus eight (8) hours per day, with no compensation for the lunch period.

All personnel shall observe regular working hours which shall be regulated by time clocks. No employee shall either punch in or out for another employee.

No employee shall leave the school grounds for other than school purposes during working hours without first obtaining permission from his supervisor. Upon so leaving, such employee shall punch out on the time clock.

ARTICLE IX
CHIEF ENGINEER AND ASSISTANT CHIEF ENGINEER DUTIES

The Chief Engineer shall be responsible to the Employer for the safe economical operation of the plant and for all persons employed under him. The Chief Engineer shall be responsible to this Employer for carrying out the orders of management in the operation of the plant. The Employer shall inform the Chief Engineer of any contemplated major repairs, or major improvements to be made in the equipment under the jurisdiction of the Engineers as listed in Article I of this Agreement. A meeting shall be arranged for this purpose within seven (7) days after receipt of request.

For employees hired as a full-time Stationary Engineer before August 26, 2019, the Chief Engineer rate will be 12.5% above base engineer salary. If hired after that date, the rate will be 12.5% above the then-current State Prevailing Wage.

The Assistant Chief Engineer is a line supervisor, who will delegate tasks and has official supervisory authority over all Stationary Engineers other than the Chief. In the absence of the Chief, the Assistant Chief will receive supervisory differential if in the position for three (3) or more consecutive days. (The difference between 5% and 12.5%).

For employees hired as a full-time Stationary Engineer before August 26, 2019, the Assistant Chief Engineer rate will be 5.0% above base engineer salary. If hired after that date, the rate will be 5.0% above State Prevailing Wage.

When another acts on behalf of and as Chief Engineer for three or more consecutive days, he shall be paid at that rate, retroactive to the first of such consecutive days.

ARTICLE X
GRIEVANCE AND ARBITRATION PROCEDURES

If any employee has a grievance, he shall present the grievance to the Superintendent of Operations and Maintenance within ten (10) days from the date of the alleged violation by the Employer, who shall endeavor to settle the grievance. If the grievance is not resolved in the meeting of the aggrieved employee and the Superintendent of Operations and Maintenance within five (5) working days, the aggrieved employee shall reduce the grievance to writing and sign it, whereupon such written grievance shall be presented to the Union Business Representative and the Vice President of Business Services who shall meet with the employee in a further attempt to adjust the grievance.

Any grievance not disposed of according to the provisions of the preceding paragraph and all grievances involving the interpretation of application of this Agreement shall be processed as follows:

1. Within thirty (30) days from the date the grievance arose (exclusive of Sundays and holidays) the Union may present the grievance in writing to the Employer, (by serving the Vice President of Business Services) and the Union's grievance committee (acting jointly) which shall then meet with reasonable promptness and endeavor to reach a final solution which is satisfactory to the Employer and the Union.
2. Pending exhaustion of the grievance procedure, the employees (except any discharged employee without notice under Article IV (1) of this Agreement) shall continue in effect the working conditions which existed prior to the time the grievance arose.
3. All time limitations stated in this Article may be extended by written agreement of the Union and the Employer.
4. The failure or refusal of the Employer to meet with the Union representative to adjust a grievance as required by this Article or a failure or refusal to accept a solution agreed to by said committees under paragraph (1) of this section shall render the Union free to take any other lawful action against the Employer.
5. If the grievance is not satisfactorily resolved as outline above, it may be submitted by the Union within ten (10) working days of the failure to resolve in Section 4 above, to binding arbitration. The Union 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 the American Arbitration Union to provide panels of arbitrator and to act as the administrator of the proceedings.

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 Union 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 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.

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

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

ARTICLE XI
NO STRIKE CLAUSE

During the term of this Agreement there shall be no strikes, lock-outs, or picketing. Refusal of any employee to cross a primary picket line shall not be grounds for discharge or disciplinary action.

ARTICLE XII
TRAINEES

1. Jurisdiction. This Article has been entered into for the purpose of recording an agreement on terms and conditions of employment of Engineer Trainees (hereinafter often referred to as “Trainees”). Trainees are not to work a shift alone, but are to work under the supervision of one of the following: An Engineer, an Assistant Chief Engineer, or the Chief Engineer.

2. Employment, Training Period, and Probationary Period.
 - a. Trainees established and hired by the College must first meet the minimum standard of successful completion of four HVAC or related classes as approved by the College.
 - b. The number of Trainees who may be employed shall be determined by agreement between the Union and the Employer.
 - c. When requested to do so by the Employer, the Union will supply applicants from a list as maintained by the Union.
 - d. The Engineer Trainee program is designed to train and qualify persons so that they may become qualified Engineers upon completion of it. Ordinarily, three years’ training is required for qualification, but in particular cases where the earlier full qualification of a Trainee is agreed to by the Union and the Employer, a shorter training period may be deemed sufficient and if the candidate possesses a minimum of an Engineer’s License.
 - e. “Trainee” shall be considered a probationary position and an “at will employee.” An employee serving in a trainee engineer position can serve no longer than three full years in the position. In the event that a trainee has failed to successfully complete school, licensing, and certification within the three year period, the trainee shall be automatically terminated. It is understood that this termination due to failure to comply with standards shall be considered a resignation by the trainee.
 - f. The trainee compensation shall be set at 80% of the New Employee Pay Schedule starting rate in the first year; 85% of the starting rate in the second year and 90% of the starting rate in the third year.

3. Employment as Engineer. A trainee must complete the Engineer Trainee Program in order to be eligible to be considered by the Board of Trustees for employment as an Engineer.

Such employment shall occur only upon the action of the Board of Trustees to hire an Engineer from among internal and external candidates, who possess a minimum of an Engineer’s License and are deemed by the Board of Trustees to be eligible for such employment as an Engineer when, and if, a vacancy in the position exists and the Board of Trustees, in its sole discretion determines, that such vacancy shall be filled.

ARTICLE XIII
MISCELLANEOUS

1. Holidays and Holiday Pay. Holidays indicated on the official college calendar shall be observed as holidays. They are: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Spring Holiday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, Christmas Eve Day, Christmas Day, and New Year's Eve Day. All employees shall be paid eight (8) hours at their regular rate of pay for each of the holidays mentioned above, when no work is performed on those days. If an employee is required to work on any of the above mentioned holidays, (except floating holidays) he shall be paid his eight (8) hours holiday credit plus double time for all hours worked.

There are three floating holidays. They are: President's Day, Columbus Day and Veteran's Day. These days can be worked at straight time, and banked and used as floating holidays during the fiscal year, or the day can be taken off as a holiday.

If an employee is scheduled to work on a holiday and fails to report for work, he shall receive no pay or holiday compensation. If an employee works a holiday, eight (8) hours of that holiday pay shall be applied to the base work week of forty (40) hours. If overtime in excess of the base forty (40) hours is worked for the week, it shall be paid at the appropriate rate. Additional holiday compensation (over the eight (8) hours), shall not count toward the base or to compute overtime pay. An employee who is not regularly scheduled to work the Holiday and does not work, shall not count any portion of the holiday pay toward the base or overtime hours.

No change shall occur in the regular schedule to avoid premium pay for overtime or holiday work unless preceded by one (1) week's posted notice. If an employee is required to work an unscheduled holiday shift, he will be so advised in writing one (1) week prior to the holiday unless an emergency situation arises.

If an employee's normal work week is Tuesday through Saturday, and a holiday falls on Monday, he will observe Tuesday as his holiday, or as scheduled by the Supervising Engineer (Example: He would be paid a regular 40 hours, but only work 32 hours that week). Unless regularly scheduled, Sunday work shall be paid at double time.

2. Injury on the Job. Employees who are injured from events arising out of and in the course of their employment and who of necessity must be absent from work shall have the following options:
 - a. Employees shall receive Worker's Compensation Benefits only and may choose not to have sick leave deducted. The Employee may elect to pursue their remedies under the Worker's Compensation Act and if the injury is

covered under the Worker's Compensation Act, the employee may choose to recover Worker's Compensation.

- b. The employee may receive the difference between his regular pay and the amount received from Worker's Compensation. Sick leave shall be deducted only based on the amount of remuneration received from the College.
3. Sick Leave. After 180 days of employment a new employee will be credited with three (3) sick leave days. In addition, for each month of employment prior to the next July 1, one (1) sick leave day will be credited to the employee after having served the probationary period. Fifteen (15) days of sick leave shall be credited annually to each full time employee at the beginning of each school year July 1. The Administration will 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 the employee is terminated and has used more sick days than he has earned, the individual shall reimburse the college on a per diem basis.

Employee sick leave will accumulate to a maximum of three-hundred-sixty (360) working days. 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. Retirement for this purpose shall be defined by the State Universities Retirement System. Unused personal use shall apply to sick leave accumulated after January 1, 1981.

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.

4. Personal Day. Each full-time employee is entitled to three (3) personal use leave days during each College fiscal year (which runs from July 1 through June 30 of each year) for personal business without loss of pay. A minimum of twenty-four (24) hours notice to the Supervising Engineer and the Vice-President of Business Services, is required. Personal days will be granted for the following reasons: divorce proceedings, property settlements, and legal matters.
5. Court Appearances.
 - a. When an employee is called to serve on a jury, if the employee reports but is excused from serving with half (1/2) 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.

- b. Any pay received in the course of Jury duty must be endorsed and turned over to the College Human Resources Department who will forward the money to the Business office as proof of Jury service, and the employee is then compensated at their full normal straight time rate from the College.
 - c. When an employee is called to appear as a witness, if the employee reports but is excused from serving with half (1/2) of the working day or more remaining, the employee shall return to work.
6. Funeral leave. The Employer agrees to pay employees covered by this Agreement for necessary absence because of death in the immediate family, up to and including a maximum of three (3) scheduled work days at straight time, provided the employee attends the funeral. The term “immediate family” shall mean spouse, parent, grandparent, child, brother, sister or the equivalent “in-law” relationship to the employee.

7. Paid Vacation.

- a. Paid vacation shall be earned annually, July 1 of each year as follows:

From day 2 to last day of the first year	5/6 day per moth (Up to 10 days)
From day 1 of year 2	10 days per year
From day 1 of year 5	15 days per year
From day 1 of year 9	16 days per year
From day 1 of year 10	17 days per year
From day 1 of year 11	20 days per year
From day 1 of year 12	21 days per year
From day 1 of year 13	22 days per year

- b. An employee shall not be eligible for vacation time until he has worked six (6) months.
- c. So far as possible, employee vacation requests shall be submitted in writing to the Vice President of Business Services, who shall approve vacation requests within his sole discretion. Prior to March 1 of the year in which vacations are due, time preference will be granted based on seniority. After that date, all approvals will be made in order of receipt of request to the Vice President and he may grant or deny the request within his sole discretion.

- d. Each employee must take a minimum of five (5) consecutive working days vacation each year. The employee may accumulate vacation time up to a maximum of 35 days.

Upon separation from employment, vacation time accrued and not used, to a maximum of thirty (30) days, shall be paid at the employee’s regular salary rate.

8. Education Opportunity

- a. Operating Engineers and Trainees required by the Employer to attend training sessions to learn more about their job shall be on paid time, or compensated for (at straight time) if after regular working hours. The College shall assume responsibility for any unusual expenses in connection with these training sessions, if such expenses are previous approved by the Vice President of Business Services. The Board shall have final approval within it’s sole discretion.
- b. Upon completion of an approved undergraduate and approved graduate courses with a “B” or better, tuition and registration fees for directly job-related courses taken off campus by employees shall be reimbursed up to a maximum of \$1,900 for courses, conference, and seminars taken off campus.

Credits must be earned prior to July 1.

- c. An employee shall not be permitted to take more than seven (7) credit hours per semester at Triton College. Employees pay \$10 per credit hour and first \$90 of fees shall be waived. Dependents pay \$10 per credit hour and first \$90 of fees shall be waived.
- d. Only Triton College Stationary Engineers hired full-time before August 26, 2019 successfully completing the following number of college credit hours shall receive an additional compensation in accordance with the following schedule:

16 – 31 credit hours	2%
32 – 46 credit hours	3%
47 – 61 credit hours	4%
62 & above credit hours	5%

The courses must be job related, taken at an accredited institution, and have prior approval from the Vice President of Business Services. This policy became effective July 1, 1970, and no credit shall be given for courses taken prior to the time of initial employment.

Employees hired after August 26, 2019 shall receive no additional compensation for successful completion of coursework, but shall receive a one time \$500 payment, (not on base salary), for each level of degree earned, Associates, Bachelors, and Masters (\$1,500 lifetime max.).

- e. Persons either newly employed or hired as Engineers after July 1, 1993 may be required by the Vice President of Business Services to complete at least one (1) course offered in the Triton College Air Conditioning/Refrigeration program every two (2) years at no cost to the employee.
- 9. Cooperation in Recruiting. The Union undertakes, when requested to do so by the Employer, to stand ready to furnish the Employer with reliable and competent Engineers, if available.
- 10. Union Meetings. Upon approval of the Vice President of Business Services, Union meetings may be held at Triton College but not to be attended by employees on duty.
- 11. School Property. All employees must realize that they are working for the public and their first duty is to protect school property. This article does not mean that employees covered by the Agreement are to be, or act as guards or policemen.
- 12. Language. The use of profane and abusive language in and about the school premises is strictly prohibited.
- 13. Safety Council. The Union will have a representative on the Triton College Safety Council.
- 14. SURS. Union members will notified and allowed to participate in meetings held to explain State Universities Retirement Plan benefits.
- 15. Monthly Accrual

Monthly accrual shall be effective for all employees under this agreement as of July 1, 2020 without exception. All leave time (vacation, sick and personal) hours shall only be accrued in the Colleague system as they are earned monthly, and shall only be credited to the system after the 16th day of the month worked. Employees must work more than 50% of the month to earn leave time for the month. Hereafter, all credits of accrued time will be reflected and credited in an hourly format (1 day = 8 hours).

- 16. 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 XIV
GROUP BENEFITS

1. **Insurance.** A group hospitalization, income protection, life, and dental program as adopted by the Board of Trustees and contained in a book entitled “Our Group Insurance Plan” as available for the Faculty and Classified staff will be made available to non probationary employees covered by this Agreement.

The premiums for all benefits set forth in the Health, Dental, and Life Insurance program as adopted by the Board of Trustees for the College shall be paid in full for each full-time employee by Triton College. Each employee will be provided with specifics regarding these insurance programs. Dependent coverage shall be provided on a co-payment basis with the employee sharing equaling.

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 anytime with 180 days notice to the affected employees. Insurance co-payment is based on 26 pay periods per fiscal year.

The Union, in consultation with other bargaining and administrative units of the College reserves the right to negotiate through the Employer, all changes in the health, dental, and life insurance program that apply to Union members.

The Engineers as a group may elect to obtain coverage without contribution to or from the College, for all health insurance matters though the Local 399 of the AFL-CIO. In such event, all employees of this group must agree to the change and all must make the change. The union must inform the Employer in writing to the Vice President of Business Services at least 60 days prior to any changes.

Should vision care become a part of the Group Insurance Plan during the term of this contract, the Engineers may participate by paying the additional premium (contingent on all Engineers participating).

2. **Retirement – Incentive:**

In the event that the Board of Trustees offers a Retirement Incentive package to employees, the Stationary Engineers shall be included in such a proposal.

3. IRS SECTION 125 Salary Reduction Program

The Board shall implement and make available to all Union members 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.

Each full-time employee who elects to participate in this program shall, individually, undertake and be responsible for the payment of monthly administrative costs of the program, in full, as to such full-time employees.

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

ARTICLE XV
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.

ARTICLE XVI
DURATION OF AGREEMENT

1. This Agreement shall be effective as of August 26, 2019 and shall continue in full force until June 30, 2025. The Agreement shall be effective from year to year thereafter unless at least sixty (60) days prior to or any subsequent contract year expiration date either party notifies the other in writing of its desire to amend or terminate the same.

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

This agreement shall become effective August 26, 2019 and shall remain in full force and effect until June 30, 2025.

DISTRICT # 504
TRITON COLLEGE

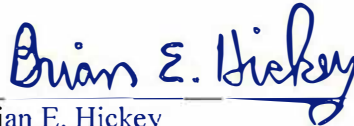


Mark R. Stephens
Chairman, Board of Trustees



Diane Viverito
Secretary, Board of Trustees

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 399



Brian E. Hickey
President, Business Manager



Vincent T. Winter
Recording Secretary

