

AGREEMENT

July 1, 2021 - June 30, 2024

Between

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE
DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS
“BOARD”**

and

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL NO. 73, AFL-CIO
“UNION”**

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AGREEMENT- CITY COLLEGES

July 1, 2018 through June 30, 2021

This Agreement, made and entered into by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, a body politic and corporate existing as a public entity by virtue of the laws of the State of Illinois, (hereafter referred to as the “Board”) and LOCAL 73, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO (hereafter referred to as the “UNION”) covers wages, hours and working conditions for Janitorial employees, group leaders and working supervisors (hereafter referred to as “EMPLOYEES”) who are now or may hereafter be employed by the board, agree to the following terms of this Agreement.

ARTICLE I. RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative of the Janitorial employees, group leaders and working supervisors employed by the Employer. The Employer and employees shall not bargain independently of the Union with respect to wages, hours of employment or working conditions, as provided in this Agreement; the right to bargain on behalf of all such employees is vested solely in the Union. Any bargaining unit work performed by employees of the Employer shall be performed solely by members of the bargaining unit set forth in this Agreement, except instances of special carpet, wall or ceiling maintenance.

The Employer shall endeavor to utilize bargaining unit members for performance of carpet cleaning. When outside contractors must be used, the Employer shall make available to the contractor a list of qualified individuals and encourage the contractor to use these individuals on the project.

ARTICLE II. MANAGEMENT RIGHTS

Except as expressly modified herein, all Employer’s rights are expressly reserved and nothing shall be construed as stipulating the number of employees to be employed in any building, provided however, that the Employer shall not reduce the number of employees without prior written ten (10) day notice to the Union.

ARTICLE III. SUBCONTRACTING

Section 1. Subcontracting. The Employer recognizes generally the interests of the Union in any changes which materially affect the working conditions of those represented by the Union and will keep the Union informed as to such changes. The Employer acknowledges and recognizes the ongoing interests of the Union in any decision by the Employer to contract out any work performed by full-time employees covered by this Agreement on the date of the signing of this agreement. Whenever the employer is considering the subcontracting of work or service performed by any or all of the bargaining unit employees the Union be notified as soon as reasonably possible but in no event less than sixty (60) days prior to the solicitation of bids, if any, for such subcontracting. If the Employer to with Union over the subcontracting decisions, bargaining may include the following discussions and the Employer will weigh these discussions fully in reaching a final decision on contracting:

- a. The Employer's reasons for considering contracting out the work.
- b. Whether the Union can assist in reducing costs and expenses incurred by the Employer in using incumbent members of the bargaining unit if the decision is to be based on financial considerations.
- c. Whether the Union can assist the Employer in improving the quality of performance of incumbent employees performing the work to contracting if the decision is to be based on issues of quality. Relatedly, the Employer to provide the Union with evidence of complaints regarding employee performance and discipline.
- d. The Union's interest in seeing that any contractor selected by the Employer offers wages and terms and conditions of employment similar to those contained in this Agreement.

Section 2. No Diminishment of Rights Under Section 4.5 of the IELRA. Nothing provided for in Section 1 of this Article shall be construed as modifying or diminishing any of the Employer's or the Union's rights under Section 4.5 of the Illinois Educational Labor Relations Act. The Employer and the Union expressly reserve all such rights.

ARTICLE IV. UNION RIGHTS AND DUES/COPE DEDUCTIONS

Section 1. Union Activities. The Employer agrees not to discriminate against members of the Union or engage in unfair labor practices. The Employer shall permit the posting of Union bulletins in janitorial quarters and shall permit Union stewards, with the supervisor's permission, reasonable freedom to perform their duties during working hours. The steward shall apprise the supervisor of the nature of the Union business, where he will be and how long it will take, with a limit of twenty (20) minutes. The steward shall be advised of all new bargaining unit employees at the building and shall be afforded the opportunity to provide an orientation to the new hire within seven (7) days of the new hire's starting date. Said orientation shall not exceed twenty (20) minutes. Other duly accredited representatives of the Union shall have reasonable access to time cards or sign-in sheets for the current days applicable to employee covered by this Agreement.

Section 2. Union Access to the Building. Duly accredited representatives of the Union may enter the building of the Employer during the working hours to observe working conditions and to confer with the employee under circumstances that are not disruptive to working schedules. Conferences between an individual employee and Union official other than the steward shall not exceed thirty (30) minutes without the written permission of the campus Director of Auxiliary Services. When a Union Business Representative enters a building after normal business hours, he/she will register and identify themselves to building security, and abide by security rules and contact the night superintendent. In all instances the representative must have prior written approval from the Associate Vice Chancellor of Administrative or the campus Director of Auxiliary Services to enter the building after normal business hours. The Associate Vice Chancellor of Administrative Services or the campus Director of Auxiliary Services will notify the appropriate college personnel.

Section 3. Notice of Board Meetings and Agendas

The Union President or designee shall be notified of all regular and special Board meetings and be provided an agenda packet in advance of the meeting at the same time as agenda packets are transmitted to all other participants.

Section 4. Dues Deduction

- a. *Dues Deduction.* Upon receipt of a written and signed authorization card of an employee, the Employer shall deduct the amount of Union dues, and initiation fee, if any, or other authorized deduction set forth in such card and any authorized increase therein, and shall remit such deduction bi-monthly (twice each month) to the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to the effective date.
- b. *Indemnification* The Union shall indemnify, defend and hold the Employer harmless or any against any claim, demand, suit costs expense or any other form of liability, including attorney's fees and costs arising from or incurred as a result act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter or authorization forwarded to the Employer by the Union pursuant to this Article; provided however, the Union shall not be obligated to indemnify the Employer to the extent that any damages occur as result of the Employer's negligence. The Employer shall immediately inform the Union of any appeals or legal action regarding this Section.
- c. *Procedure.* The Employee shall take such steps as may be required to accomplish any wage withholding authorized or required by Subsection (a) hereof and shall do such things as are necessary to cause said withholding to be remitted to the Collective Bargaining agent within thirty (30) calendar days after the date of withholding, provided that nothing contained in the Article shall require the Employer to make any withholding unless and until the Union has notified the Employer of the address to which the amount so withheld should be sent and certified the amount of dues/assessments to be withheld, both within sufficient time to permit the Employer to carry out its obligations to so withhold. The amount withheld shall not change until the Union notifies the Employer that different dues/assessments amounts should be collected.
- d. *Non-Payment of Deductions.* Nothing contain herein shall require the Employer to take any action to collect any dues/assessments from any Employee in any given pay period except to the extent such employee earns wages from the Employer in that period.

Section 5. SEIU COPE Deductions. The Employer agrees to deduct and transmit to SEIU COPE such sums from the wages of employees who voluntarily authorize such deductions on the forms provided for that purpose to the Union. These transmittals shall be accompanied by a list of the names of those employees from whom such deductions have been made and the amount deducted for each employee.

ARTICLE V. EMPLOYEE RIGHTS

Section 1. Probationary Period. A newly hired full-time employee shall be considered as a probationary employee for the first ninety (90) calendar days of employment during which time the employee shall not have the benefit of Article V, Section 4.

Section 2. Temporary Janitors. A College may employ temporary janitors on a full or part-time basis to maintain desired staffing levels. A temporary janitor may be employed for a period of no more than one hundred and twenty (120) consecutive calendar days inclusive of holidays or two hundred and ten (210) calendar days during any twelve (12) month period. A temporary janitor shall become a member of the bargaining unit as a regular janitor and shall receive all of the benefits of this Agreement when the temporary janitor has been employed for more than one hundred and twenty (120) consecutive calendar days inclusive of holidays or for more than two hundred and ten (210) days in any twelve (12) month period. A temporary janitor who becomes a regular janitor after one hundred and twenty (120) consecutive days or after two hundred and ten (210) days in a twelve (12) month period shall not be required to serve a probationary period as provided in Article V, Section 1.

A temporary janitor shall be considered for regular janitor vacancies at any College and be afforded preference over outside applicants for positions applied for. In such case the employee shall not be required to serve a probationary period unless the temporary custodian has not served the equivalent of the ninety (90) day probationary period in which case the time in service shall be credited toward the probationary period. Temporary employees shall not be laid off with the sole purpose of circumventing the requirements of this Article.

Temporary employees shall be considered members of the bargaining unit accordance with Article I. Temporary employee shall be paid a rate of \$8.00 per hour through June 30, 2005 and a rate of \$15.00 per hour effective July 1, 2021. Temporary Janitors are not entitled to any benefits under the terms of this agreement

Section 3. Re-employment of Veterans. The re-employment employees who are now or may later be in military and the duties of the Employer in relation to them shall be governed by the applicable provisions of Federal and State Laws.

Section 4. Just Cause for Discipline and Discharge. Employees may not be discharged, suspended, disciplined or otherwise penalized without just cause. The Board's agreement to use discipline in a progressive manner does not prevent the Board, in any case, from imposing discipline which is commensurate with the severity of the offense. Employees shall conform to the Employer's rules and any policies. The Employer agrees to administer disciplinary action in a timely manner and in accordance with the procedures set forth in the Employer's Board rules.

In cases where the Employer believes that an employee's conduct may warrant disciplinary action, the Employer will notify the Employee and the Union in writing of such belief, unless such advanced notification may adversely affect the investigation, and the Employee, the Union and the Employer shall cooperate in investigating the matter. Following the investigation, the Employer may take corrective measures, and, if warranted, disciplinary action. If the Employer administers disciplinary action, then the Employer will place the disciplinary action in the Employee's personnel file and provide a copy of the disciplinary action to the employee and the Union. The Union will acknowledge receipt of the disciplinary action, in writing in a timely manner. The Union need not acknowledge

receipt of simple warnings or reprimands. No discipline shall be considered for the purposes of further disciplinary action after twelve (12) months from the date of the discipline unless there is a continuing pattern of misconduct/behavior by the employee.

Section 5. Non-Discrimination. Neither the Employer nor the Union will discriminate against employees with regard to employment, tenure or any other term or condition of employment on the basis of race, sex, color, age, disability, religious creed or national origin or ancestry. Sexual orientation or other characteristic protected by any law. A true and correct copy of the Employer’s Policy on Equal Opportunity in Employment, Programs, Services and Activities is attached hereto as Appendix A.

ARTICLE VI. WAGES

Section 1. Wage Rates. The hourly wage for each classification represented by the Union are as follows:

Position	Rate Per Hour	Effective
Janitor	\$20.37	7/1/2021 to 6/30/2022
	\$20.98	7/1/2022 to 6/30/2023
	\$21.61	7/1/2023 to 6/30/2024
Project Janitor	\$21.03	7/1/2021 to 6/30/2022
	\$21.66	7/1/2022 to 6/30/2023
	\$22.31	7/1/2023 to 6/30/2024
Group Leader	\$21.37	7/1/2021 to 6/30/2022
	\$22.01	7/1/2022 to 6/30/2023
	\$22.67	7/1/2023 to 6/30/2024
Supervisor	\$22.03	7/1/2021 to 6/30/2022
	\$22.69	7/1/2022 to 6/30/2023
	\$23.37	7/1/2023 to 6/30/2024

Break-In Rates. All employees hired following the ratification of this Agreement shall be paid according to the following rates when employed in the Janitor classification:

During the 1st six months of employment: \$2.90/hr below the incumbent Janitor rate

During the 2nd six months of employment: \$2.40/hr below the incumbent Janitor rate

During 2nd year of employment: \$1.90/hr below the incumbent Janitor rate

After completion of the 2nd year of employment, the new hire will be paid at the rate then applicable to incumbent Janitors.

In addition to the standard hourly rate, employees who participate in SURS shall be paid an additional \$0.35 cents per hour. Wage increases will be retroactive to 7/1/2018 for current employees on the payroll on 7/1/2018 and that are currently working at the time of the ratification of the contract.

Wages (Shift Differential). A night shift differential of twenty cents (\$0.20) per hour will be paid to employees covered herein who work a shift that begins after 9:00 p.m.

Section 2. Snow Removal Premium. There shall be a premium of \$0.50 cents per hour paid when the snow removal work is performed on stairs, landings, walks, etc. above and/or below grade by Janitors. This premium shall not apply to Project Janitors, Group Leaders and Supervisors.

There shall be a premium of \$1.00 per hour paid when snow removal work is performed on roofs, canopies or elevations above normal grade.

No reassignments or change in duties being performed can be made for the purpose of downgrading an employee.

The work described in this Section performed by employees of the Employer shall fall within the jurisdiction of the Union; provided however, that in the event of emergencies, inadequate manpower, or other circumstances beyond the Employer's control, the Employer may assign this work to persons outside the bargaining unit

Section 3. Demolition and Clean-Up Premium. Demolition and cleanup in connection therewith shall be a rate equal to one and one-half (1-1/2) times the regularly hourly rate.

Section 4. Overtime.

- a. *Overtime Premium.* All work in excess of forty (40) hours in one (1) work week, or all work in excess of the regular weekly schedule of the employee shall constitute overtime and shall be paid at the rate of one and one half (1-1/2) times the employee's regular hourly rate. All paid time off shall constitute hours worked for purposes of this section.
- b. *Compensatory Time-Off.* If any employee is required to work beyond regularly scheduled hours in any day, the employee shall not be required to take compensatory time off unless otherwise agreed to by the Employer and the Union; and, the employee shall be paid for the extra time, except that overtime payment is not required unless the employee's total work hours in that week are more than forty (40) hours.

Section 5. Paychecks/Pay periods. Employees shall be paid at their job location every two (2) weeks.

Section 6. Final Paychecks. Any employee shall receive a full final paycheck at the time of separation, if possible, but, in any case, within five (5) days or at the next regular payday, whichever

comes first.

ARTICLE VII. HOURS OF WORK, SCHEDULING AND WORK WEEK

Section 1. Work day. The workday shall include eight (8) hours of paid work time, including rest periods. The workday (or night) shall not exceed one (1) hour in excess of actual working time.

Section 2. Rest periods. Effective upon ratification, each employee shall be entitled to two (2) fifteen (15) minute paid rest periods per work day. The first fifteen (15) minute rest period will be taken after two (2) hours of the work shift and prior to the lunch period. The second fifteen (15) minute rest period will be taken after six (6) hours of the work shift but not during the last one (1) hour of the work shift.

Section 3. Work week. The workweek for employees shall be as follows: forty (40) hours to be worked in five (5) consecutive days Monday through Friday. A campus may schedule a workweek of Tuesday through Saturday for up to twenty five percent (25%) of the employees assigned at the campus and a workweek of Sunday through Thursday for up to two (2) of the employees assigned at the campus, provided however that employees currently assigned to an alternate schedule may maintain that schedule. The Union and the Employer may increase Sunday staffing levels upon mutual agreement. Assignments to new Tuesday through Saturday or Sunday through Thursday schedules shall be made in accordance with Article VII, Section 7. No current employee who is not working a Sunday shift shall be required to work a Sunday through Thursday shift.

Section 4. Forty-Hour Per Week Guarantee. The Employer guarantees forty (40) hours of work to regularly employed employees who are ready, willing and able to work such hours.

Section 5. Overtime Scheduling. The Employer shall not unreasonably demand work in excess of the regularly scheduled hours of any employee and the refusal of an employee shall not constitute grounds for discharge of such employee.

Overtime work shall be distributed equitably among all employees including Janitorial supervisors. This distribution shall be based on the facility seniority list and the type of work (regular janitorial or project work). The Employer shall post an overtime distribution list and shall maintain records of overtime distribution and shall provide the Union copies of said records upon the Union's request.

Available overtime shall be posted to allow employees the opportunity to sign up for overtime, except when the Employer has no advance knowledge of such overtime. The facility seniority list will be used to determine who will be asked to perform overtime work beginning with the most senior employee and working down until the number of persons required have been chosen. When overtime work is again required, the selection process shall begin on the same facility seniority list with the next employee after the last chosen. If an employee has declined overtime work, he will not be asked again until the cycle repeats itself on the seniority list and all other employees have been given the opportunity to work. When the bottom of the seniority list is reached, selection process will revert to the top and most senior person.

If no employees will accept overtime work, then replacement janitors may be used for this overtime work.

If more than four (4) employees are required for overtime work, supervision is required. In this instance, seniority shall be waived for janitorial supervisors.

Section 6. Six Day Work Week. With the consent of the Union and agreed to in writing, the Employer may use a six (6) day week, Monday through Saturday equivalent to forty (40) or more hours as deemed necessary by the Employer.

Section 7. Scheduling/Shift Changes. If the Employer desires to permanently change the shift of an employee, the Employer shall provide the employee and the Union advance notice of fourteen (14) calendar days. The Employer shall first solicit volunteers in the appropriate classification from the shift. In the event that there are no volunteers, the Employer shall transfer the least senior employee in that classification. Should an opening re-occur for the transferred employee’s original shift, the transferred employee shall have first opportunity to move back to his/her original shift.

If the Employer desires to permanently change, add or eliminate a shift, the Employer shall provide the Union thirty (30) calendar days’ notice of its intention and afford the Union an opportunity to discuss the change, addition or elimination. Any change, addition, or elimination of a shift will remain in place for at least six (6) months, unless mutually agreed otherwise.

Should it become necessary to temporarily transfer an employee to a different shift, the Employer shall first attempt to use replacement custodians, then volunteers to fill such staffing needs. If unsuccessful, the Employer shall transfer the least senior employee in that classification. Temporary shift transfers shall last for no more than sixty (60) days unless mutually agreed by the parties to extend such transfer.

ARTICLE VIII. HOLIDAYS

Section 1. Holidays. The following days, or the days on which they are legally observed, shall be observed as paid holidays:

- | | |
|-------------------------------|---------------------------------|
| New Year’s Day | Labor Day |
| Martin Luther King’s Birthday | Thanksgiving Day |
| President’s Day | Day After Thanksgiving |
| Spring Break Holiday | Christmas Eve or New Year’s Eve |
| Memorial Day | Christmas Day |
| Fourth of July | Floating Holiday |
| Employee’s Birthday | |

Floating holidays shall be given to the employee on July 1 of each year and must be used prior to July 1 of the following year. For purposes of holiday pay the holiday shift shall be the shift that commences on the day on which the holiday is observed.

Section 2. Holiday Pay. Each regular employee shall be credited with the normal number of hours at straight time in the employee’s shift on each of such holidays and such time be credited as time worked in computing overtime.

Section 3. Eligibility for Holiday Pay Absences and Leaves of Absences. All bargaining unit employees must work the entire scheduled day before and entire scheduled day after a paid holiday in order to receive holiday pay, except when said employee has an approved leave or excused absence by the Employer. In the event a regular employee is absent for any reason, holiday pay will be paid to the regular employee during the period of the employee’s first ninety (90) days of absence.

Section 4. Holiday on an Employee's Day Off. When a holiday falls on an employee's day off, the employee shall be credited with eight (8) hours at straight time: four (4) hours in the case of one-half (1/2) day holidays. For employees who regularly work less than forty (40) hours per week, the credited hours shall be the number of hours of the employee's regular daily shift, excluding Saturdays or short hour shifts: one-half (1/2) that number in the case of one-half (1/2) day holidays.

Section 5. Premium Pay for Work on Holiday/Night Shifts. Employees required to work on holidays shall be paid extra for such hours worked at one and one-half (1-1/2) times their regular hourly rate, in addition to the regular holiday pay. Shift starting and ending times for employees whose overnight shift begins the day before the holiday shall be changed so that employees are not scheduled to work any hours on the holiday. The Employer may require employees on the overnight shift to work their regular overnight shift hours on the day before a holiday provided that:

1. the employer provides the employees fourteen (14) calendar days' notice except in emergency circumstances; and,
2. notwithstanding the provisions in section 1 above, the employees scheduled to work the overnight shift are paid holiday premium pay for all hours worked on the day of the holiday.

Section 6. Floating Holiday Use - One Week Notice. The Union will, through its usual forms of communication and its stewards, urge all employees to provide the Employer with at least one (1) calendar of advance notice of the date when the floating holiday will be used.

ARTICLE IX. PAID LEAVES OF ABSENCE

Section 1. Paid Sick Days. All full-time permanent employees after twelve (12) months and one (1) day of service shall be entitled to a total of twelve (12) sick days per year and in accordance with the following schedules:

- a. All full-time permanent employees after twelve (12) months and one (1) day of service shall accrue sick days at a rate of twelve (12) sick days each year. Such accumulation shall be accrued at the rate of one (1) sick day per month. Sick days shall be awarded on the second paycheck of each month of employment during the fiscal year.
- b. *Accumulation of Sick Days.* Sick days may be accumulated into the sick day bank in accordance with Board policy.
- c. *Use in Conjunction with Other Paid Leaves.* Sick days cannot be used in conjunction with holidays, floating holidays or vacation except for an excused absence by the Employer.
- d. In order to discourage sick day abuse, after the third incident of a "zero hour day" in a twelve (12) month time frame, the employee will be given a written warning. After the fourth incident of a "zero hour day" in a twelve (12) month time frame, that employee will be given a three day suspension. After the fifth incident of a "zero hour day" in a twelve (12) month time frame, that employee will be terminated.

- e. Nothing in this provision shall affect an employee's eligibility for leave under Article X, section I. Family and Medical Leaves.
- f. *Half Day Utilization.* Sick days may be taken in one-half (1/2) day increments.

Section 2. Paid Personal Days.

- a. *Award/Use.* Employees who have been in continuous service of the Board for one (1) or more shall be eligible for one (1) personal day. Employees shall give three (3) workdays advance notice of the date requested for their personal day, provided however that in the event of an emergency or other exigent circumstances, the Employer may accept less notice. In the event that the Board cannot accommodate multiple requests for the same date, the preferences shall be given to the most senior employee. Where an employee is allowed to provide less than three (3) days' notice of use of a personal day due to an emergency or exigent circumstances, the employee shall inform the Employer of the nature of the emergency or exigent circumstances and may be required to provide documentary verification of the emergency or exigent circumstance as a condition of using the personal day.
- b. *Accumulation of Unused Personal Days.* Unused personal days may be accumulated into the sick day bank in accordance with Board policy.
- c. *Time of Award.* The personal day bank will be given to the employee on January 1 of each year.

Section 3. Paid Vacations.

- a. *Accrual Rates.* Regular employees who have continuous service in any building shall receive an annual vacation with pay according to the following schedule:

After One year of service	One Week
After Two years of service	Two Weeks
After Eight years of service	Three Weeks
After Fifteen years of service	Four Weeks
After Twenty Years of service	Five Weeks

For payroll purposes, the accrual date for all vacation and personal days shall be January 1 of each year.

- b. *Holidays During Vacation.* An additional day of vacation shall be allowed an employee whose vacation period includes one of the holidays listed in Article VI.
- c. *Service for Vacation Accrual.* Service shall be deemed continuous notwithstanding leaves of absence for illness, maternity or other reasons agreed to by the Employer.
- d. *Calculation of Vacation Pay.* A week's vacation shall be computed upon the employee's regularly scheduled weekly hours of work for fifty-two (52) weeks preceding the employee's vacation. If an employee has worked less than fifty-two (52)

weeks, such vacation shall be based upon the scheduled hours during the total number of weeks the employee has worked.

- e. *Vacation for Employees on Leave.* Vacation accrual shall be given to a regular employee as long as such employee is carried on the Employer's payroll (even though no compensation is paid). An employee who is absent for one hundred eighty (180) days or more shall not be eligible for paid vacation until the employee has returned to active employment for at least sixty (60) days, unless the employee is permanently disabled.
- f. *Adjustment of Vacation Accrual Rates.* Vacations will be adjusted on January 1st of each year, anticipating the employee's anniversary date. Employees may take vacation in accordance with Campus policy, except when such time would otherwise be impractical, in accordance with seniority. In the event of a layoff or if an employee leaves the employment of the Employer, the employee shall be entitled to any payment for the prorated share of the vacation which may be due such an employee from such employee's anniversary date. Any unearned vacation used by the employee will be deducted from the employee's final check.
- g. *Time for Payment of Vacation Pay.* Vacation checks shall be paid to the employee no later than the last scheduled day of work before the beginning of the employee's scheduled vacation.
- h. *Vacation Scheduling.* Each College shall designate a one (1) month open period in January of each year for employees to choose vacations. During this period, selection and preference as to choice of time for taking vacations shall be granted to employees on the basis of district wide seniority. During the remainder of the year, vacations shall be selected on the basis of "first come, first serve."

A building may depart from seniority vacation scheduling where it is required in order to maintain normal operations of the buildings, in which event, the Union shall be notified as soon as possible of the departure from seniority.

- i. *Vacation Carry-over.* In the event an employee cannot utilize their vacation time within the calendar year, an employee may request to carry over their vacation time from one (1) year to the next, but at no time may an employee carry, or be eligible to carry more than twice the number of days which the employee is entitled to receive. (Example: if you have completed fifteen (15) years of service, you may carry not more than forty (40) days of vacation, two times the annual amount of twenty (20) vacation days.)

Section 4. Funeral Leave. The Employer agrees to pay employees covered by this Agreement for necessary absence due to death in the immediate family, up to and including a maximum of five (5) days at straight time, provided the employee attends the funeral.

The term "immediate family" shall be defined as: spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal ward or any relative residing with employee or with whom the employee is residing. In the event the employee is unable to attend the funeral, the employee shall be allowed a one (1) day leave at straight time. One (1) day's paid funeral leave at straight time

shall be given in the event of the death of an employee's brother-in-law or sister-in-law. Employees may be granted an additional two (2) days of leave to attend the funeral of a brother-in-law or sister-in-law provided however that such additional leave will be charged to the employee's accumulated vacation or personal leave banks or taken as no pay days.

Section 5. Jury Duty Leave. The Employer shall compensate the employee for the difference between the pay, which such employee would normally receive, excluding overtime, and the amount received for jury service up to a period of four (4) weeks. It shall be the employee's responsibility to present evidence to the Employer the notice of jury duty and the length of time the employee served on such jury, prior to being compensated.

Section 6. Union Leave. The Employer agrees to grant the necessary time off; without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official business, provided ten (10) working days written notice is given to the Employer, by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, that due consideration will be given before making such a request. A Union member elected or appointed to serve as a Union official shall be granted a leave of absence during the period of such employment, without discrimination or loss of seniority rights, and without pay.

Section 7. Paid Time Off Considered Time Worked. For purposes of wherever worked is a condition the receipt paid time off under this Article be considered time worked, except determining eligibility for a family and medical leave.

Section 8. Short-term Disability. Eligible employees may be entitled to receive short-term disability in conjunction with the benefits provided under the Local Health Plan, as determined by the Plan Trustees.

Currently, employees who qualify for eligibility under terms of the Local 25 Health Plan may receive benefits as follows:

First 13 weeks of disability	Current rate of \$ 150/ week
Second 13 weeks of disability	Current rate of \$90/week

Short term disability shall be administered and handled by the Plan Trustees in accordance with the provisions of the Local 25 SEIU Welfare Fund. (See plan for complete details.)

ARTICLE X. UNPAID LEAVES OF ABSENCE

Section 1. Family and Medical Leaves. The Employer shall comply with the provisions of the Family and Medical Leave Act. Employees who qualify for a Family and Medical Leave shall comply with the Employer's requirements with respect to medical certifications, leave application and returns to work. Employees shall be given the option during FMLA leave of whether or not to use their sick or vacation time accrued. A true and correct copy of the Employer's Family and Medical Leave Policy is attached hereto as Appendix C.

Section 2. Other Illness Leaves. The Chancellor shall have the authority, with the approval of the Board, to grant a leave of absence without pay for a period not to exceed five (5) months to a bargaining

unit employee who applies for such leave because of illness of the employee or of a member of the immediate family or for other good and sufficient cause. Such extended the Board for periods up to an additional (5) months upon application. Such period of absence up to two (2) years shall not be considered a break in service insofar as seniority is concerned. In the event of the elimination of the position which the employee held prior to the leave, the employee may exercise seniority rights.

Section 3. Failure to Return from Leave. An employee who exceeds the limit of the approved leave of absence without notifying the Employer, prior to the end of the leave of absence, that an extension is necessary, shall be subject to disciplinary action. When an employee is absent without a grant of medical or disability leave of absence, the employee must notify their College chief engineer as early as possible and, no later than 4:00 p.m. of the day of their absence for night shift employees or by 9:00 a.m. for day and afternoon shift employees. Failure to do so will result in disciplinary action.

Section 4. Break in Service Due to Unpaid Leave. During all such leaves of absence up to two (2) years provided for in this Article, seniority shall continue to accumulate and accrue. The amount of seniority for such leaves shall be in conformity with the Employer's applicable Board rules.

Section 5. Medical certification of absences. The Employer shall not require medical approval because of short term illness or disability except where an employee is absent for (5) consecutive working days, provided however, that when an employee is chronically absent, the Employer may require such medical approval.

Section 6. Union Leave. Unpaid Union leave is allowed to serve as a union officer, with two (2) weeks' notice and a time specific length given, up to two (2) years. Union leave shall result in no loss of seniority.

ARTICLE XI. WORKING CONDITIONS AND POSITION DUTIES

Section 1. Uniforms. Uniforms are supplied by the Employer and the Employer shall maintain them at its own expense. The employees on their part, agree to take care of such uniforms and to wear them only in the course of their duties during working hours and during lunchtime, and shall pay for replacement cost due to negligence.

The Employer and the Union agree that uniforms should be appropriate to weather conditions. To that end, the Employer will provide to the Union specifications to vendors for uniforms for the Union's comments and input. The Employer shall furnish rubber boots to employees whose duties regularly require them to walk in water.

The Employer shall furnish appropriate outdoor garments for snow removal and other outdoor work.

Section 2. Locker Rooms. The Employer shall provide a clean, sanitary locker room area and lockers with washing facilities, soap and towels. Each building shall provide and maintain an adequate first-aid kit in the office of the building or at another central location.

Section 3. Cleaning Supplies. The Employer shall furnish cleaning supplies in sufficient quantity and maintain all equipment in such state of repair as required to perform the work assigned.

Section 4. Temperatures. The Employer shall maintain comfortable working conditions and reasonable temperatures for all employees, including night crews in sealed buildings. The Employer

shall operate the mechanical under its control order to maintain comfortable working temperatures in a manner consistent with the foregoing provisions. Adequate lighting shall be provided to allow employees access to the areas they are to service.

Section 5. No Limitation on Work. It is agreed that there shall be no limitation on the type of work now being performed by any employee.

Section 6. No Unreasonable Workloads. The Employer shall not impose an unreasonable workload upon any employee or add duties over a reasonable workload. In the event an employee is absent, the remaining employees may be temporarily assigned to do part of the work assignments of the absent employees and they shall be instructed as to what portions of their regular work assignments shall not be done in order to do the extra work. The Employer shall attempt to find a temporary replacement for any employee who is absent for more than five (5) consecutive working days.

Section 7. No Abnormally Dangerous Conditions. Employees shall not be required to perform any work under abnormally dangerous conditions and failure to perform work under such circumstances shall not be considered a cause for discharge or discipline.

Section 8. Janitors job prerequisites, skills and duties.

- a. *All Janitorial Personnel.* It is agreed that janitorial personnel shall be able to perform all traditional janitorial work in and around the buildings which consists of the following general cleaning:
 - A. Dust all ledges, counter tops, files, office equipment, desk and walls.
 - B. Dust mop all hard surfaces.
 - C. Spot cleaning or complete washing of all walls, files, desk tops, office glass, partitions. doors, chairs, blackboards, mirrors, waste baskets and garbage cans, office machines and ash trays.
 - D. Thorough cleaning of all bathroom fixtures and partitions.
 - E. Polishing furniture.
 - F. Metal polishing.
 - G. Hosing and sweeping of sidewalks.
 - H. Trash removal.
 - I. Dismantling and cleaning of light fixtures. (Only employees who have received OSHA or similar training or certification on climbing will be required to perform duty climbing is necessary.)
 - J. Operation of vacuum cleaners.
 - K. Cleaning of Venetian blinds (washing & vacuuming).

- L. Policing facility and (inside & outside).
 - M. Washing of exterior walls.
 - N. Scraping of gum and other objects from hard surfaces and carpet.
 - O. Spot cleaning furniture or carpet, but not more than two (2) hours per day.
 - P. Setting up and/or take down of chairs and tables.
 - Q. Wet mopping or spot mopping public corridors, washrooms, classrooms and any hard surfaces.
 - R. Operation of compacturs and/or balers.
 - S. Maintenance of outside ground (raking, grass cutting, watering, garbage, etc.).
- b. *Project janitorial personnel.* Project janitorial personnel will perform traditional janitorial work done by Janitorial personnel and be able to perform the following additional types of cleaning tasks:
- A. Cleanup in connection with construction, painting and repair.
 - B. Heavy trash removal.
 - C. Removal of old carpeting.
 - D. High level work twelve (12) feet and over from floor level. (Only employees who have received OSHA or similar training or certification on climbing will be required to perform this duty if climbing is necessary.)
 - E. Removal of tile affixed to floor.
 - F. Moving and storing of construction material and equipment.
 - G. Loading and unloading of trucks.
 - H. Operation of floor scrubbers.
 - I. Stripping and refinishing of the floors.
 - J. Operation of carpet scrubbers & extraction equipment.
 - K. Shampooing & extraction of carpets and upholstery.
 - L. Furniture crating and uncrating.
 - M. Snow removal.

Vacant positions for Project Janitors shall be filled promptly by posting notice to present janitorial staff of the facility and awarding the position to the most senior janitor who is able perform the work and who applies. If no janitorial staff from the facility applies, the Board may seek applicants for the position from other facilities or outside applicants.

Janitors may be upgraded on a temporary or sporadic basis to perform project janitor work for all or parts of shifts provided however that the Employer shall not use temporary or sporadic assignments to avoid the filing vacant full-time project janitor positions.

Snow removal work shall be on a volunteer basis. If the number of required personnel do not volunteer, then additional employees shall be selected based on reverse seniority. Refusal to perform the required work without a valid reason shall be grounds for disciplinary action.

- c. *Group Leaders.* Group Leaders will be selected from the present janitorial staff of a facility. The requirements for being a Group Leader are:
 - A. Two (2) or more years of high school education is preferred.
 - B. The candidate shall have successfully completed one (1) of the Housekeeping Certificate Courses designed to improve his or her skills in the custodial field or be enrolled in a current course or have had a minimum of three (3) months actual custodial supervisory experience.
 - C. The Group Leader position shall be a rotating position among qualified employees for a six (6) month period. The employee must meet the qualifications stated above to be placed in the rotation cycle. Failure to attend or successfully complete the course shall result in removal from the Group Leader position and returned to janitorial status. At the end of the six (6) month period the Group Leader shall be evaluated and he or she shall be so informed of the evaluation. The Group Leader will then be returned to janitor status.
 - D. In order to be kept in the Group Leader rotation cycle, the candidate must receive a Satisfactory evaluation for the previous cycle and have completed or be enrolled in an additional Housekeeping Certificate course.
 - E. The Group Leader shall be able to train and maintain harmony among employees. The person shall have good verbal and writing skills.
 - F. The candidate shall have a good work record relating to job performance and attendance.

Group Leaders shall be able to perform all janitorial work, and, in general, work with the project or heavy cleaning team and the supervisor in the performance of his or her duties. Some of the duties will be:

- A. Assume responsibilities the supervisor in his/her absence.
- B. Organize, direct and assist the activities of the project cleaning team.

- C. Guide temporary replacements when they are assigned to the college and act as relief schedules when understaffed.
 - D. Assist the supervisor in the training, review of cleaning procedures, and inspections.
 - E. Propose cleaning tasks to supervisor based on tour of college and inspections.
- d. *Janitorial Supervisors*. The requirements for being a Supervisor are as follows:
- A. A high school diploma or equivalent is preferred.
 - B. Have satisfactorily completed one (1) cycle as a Group Leader and satisfactorily completed four (4) courses in the Housekeeping Certificate Program.
 - C. The Supervisor shall be able to train and maintain harmony among employees, maintain satisfactorily personnel evaluations, have good verbal and writing skills and work toward or have completed the Housekeeping Certificate Program.
 - D. The candidate shall have a good work record relating to job performance and attendance.

Supervisors shall be able to perform all janitorial work and in general, direct, train and coordinate the activities of custodial personnel over which he or she has jurisdiction. Other duties the supervisor will have are as follows:

- A. Introduce and instruct staff in the preparation, distribution and usage of equipment and materials in order to provide efficient and economical methods of maintaining the college.
- B. Maintain an inventory of cleaning materials, supplies and equipment and prepare a requisition of items “used up” or in need of repair.
- C. Prepare daily assignments, schedules and assist in the execution of special and periodic cleaning.
- D. Know all functions of the positions his/her jurisdiction and be capable of assuming these functions as relief when necessary.
- E. Keep daily and monthly progress records of each individual and/or team employees under his/her jurisdiction and conditions of assigned areas of staff daily.
- F. Must be aware of all construction, repair or maintenance in the College and assign necessary manpower, request additional manpower or request additional or special supplies or equipment if necessary.
- G. Tour College daily, covering each assigned area to observe staff and determine

and assure that instructions are followed, quality and quantity work performance is adequate and safety rules are observed.

- H. Evaluate and counsel employees. Keep accurate account of payroll time cards, attendance records and key distribution.
- I. Assist in the scheduling of staff vacation, personal days and floating holidays.
- J. Conduct daily inspections and review results with appropriate staff.
- K. Report violations of the Employer's Board Rules and Policies.
- L. Monitoring facility and grounds (inside and out).

Section 9. Job Vacancies and Bidding.

- a. *Employee's Building Vacancies.* Whenever a building vacancy occurs in any job covered by this Agreement, said job shall be posted for bidding in a conspicuous place for fourteen (14) calendar days and all employees may apply for the job. The Employer also shall provide a copy of the job posting to the building steward. The posting shall contain a full description of the job duties, starting time and rate of pay. If employee's facility seniority is not exercised, then system seniority shall apply in filing the vacancy provided the employee meets the job requirements or has the ability to be trained to perform the job.
- b. *Other Building Vacancies.* Open Janitorial positions at other Board facilities may be bid on by present Janitorial staff. Selection will be based on the individual's qualifications as outlined in the Contract.

Any employee who will not be eligible for a transfer to another Board facility shall not be eligible for another transfer for a period of twelve (12) months from the start date at the new facility.

New employees will not be eligible for a transfer to another facility until they have completed twelve (12) months of service at the facility where they started.

ARTICLE XII. EMPLOYEE BENEFITS - HEALTH AND WELFARE

Section 1. Health Insurance.

- a. *Obligation to Contribute to Health and Welfare Plan.*
 - i. The Employer shall contribute to the Local 25, SEIU Health and Welfare Plan a flat sum per month per active employee, excluding temporary employees. The Employees, through authorized payroll deduction, shall continue to contribute \$97.33 per month to the Local 25, SEIU Health and Welfare Plan. Effective July 1, 2018, the flat sum the Employer shall contribute to the Local 25, SEIU Health and Welfare Plan will be \$774.54 per month. Effective July 1, 2019, the flat sum the Employer shall contribute to the Local 25, SEIU Health and

Welfare Plan will be \$800.54 per month. Effective July 1, 2020, the flat sum the Employer shall contribute to the Local 25, SEIU Health and Welfare Plan will be \$826.54 per month.

- ii. The Employer and Employee contributions, set forth above, shall be prorated for those months in which employees begin working, cease their employment or remain on medical or personal leaves of absence for periods in excess of those specified in Article X and subsection I of this section respectively.
- b. *Adoption of Trust.* The Employer adopts the provisions of and agrees to comply with and be bound by the Trust Agreement establishing the Local 25 S.E.LU. Welfare Fund and all amendments thereto, and hereby irrevocably designates as its representatives the Trustees named as Employer Trustees in said Agreement, together with their successors selected in the manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creation and administration of said Trust and all actions to be taken by such Trustees within the scope of their authority.
- c. *Contributions for Employees on Leave.* Welfare Fund payments shall be continued on eligible employees when said employees are on a medical leave of absence up to periods provided for in Article X, or beyond that period for special reasons agreed to by the Employer and the Union. Welfare Fund payments shall be continued on eligible employees when said employees are on a personal leave of absence up to a period of ninety (90) days, or beyond that period for special reasons agreed to by the Employer and the Union. Beyond that time, the Welfare Fund payment shall be made for and on behalf of the temporary, extra, substitute, floater or vacation replacement employee but in no event shall contributions be made for both the eligible employee and the temporary, extra, substitute, floater or vacation replacement employee; provided, however, that any temporary, extra, substitute, floater or vacation replacement employee who has been employed either by the Employer or by the janitorial contractor performing bargaining unit work for the Employer for more than twelve (12) consecutive months shall have contributions made on his/her behalf.
- d. *Time for Payment.* The Employer shall make remittances to the Welfare Fund with fifteen (15) days of the month following the month in which the work was performed.
- e. *Method of Making Contributions.* With each report to the Welfare Fund, the Employer shall give the names, Social Security numbers and starting dates of new, regular employees and termination dates of regular employees. Payments to the Welfare Fund shall be made on the prelisted remittance forms sent by the Fund Office, or reproduced records, which give all of the required information in a form acceptable to the Fund. Failure to submit the required information in a form acceptable to the Fund will result in the Employer to be deemed delinquent.
- f. *Contribution Delinquencies.* The Employer recognizes the necessity of making prompt Health and Welfare contributions to preserve the benefit standing of employees and ensure adequate funding of benefit. If an Employer either remains delinquent in making payments to the Welfare Fund for a period of ten (10) days after written notice sent by Certified Mail, return receipt requested, of delinquency is received by the General

Counsel of the City Colleges and the Board, or refuses to produce payroll records in accordance with the payroll audit provisions of Trustees' Collection Policy after thirty (30) days' written notice, sent by certified mail, return receipt requested, is received by the General Counsel of the City Colleges and the Board, the Union may strike the building to enforce such payments or production of records without regard to the no-strike clause in Article XIV or the grievance and arbitration procedure provided in Article XV. The delinquent Employer shall also be responsible for reimbursement to employees of wages lost because of any strike action taken by the Union under this Article.

If the Trustees do not receive the full amount the Employer's required Welfare Fund contribution and the accompanying remittance form by the dates set forth in Article XII Section 1, with respect to which contributions are due, the Employer will be required to pay, in addition to the amount of such contribution, interest and liquidated damages at the rates specified in the Trust Agreements on the unpaid amount, as well as accountants' and attorneys' fees and court costs, if any, incurred in effecting collection. The Employer acknowledges receipt of the Trust Agreements and represents to the Union that the liquidated damages provision is a reasonable approximation of damages to the Funds, which are difficult to ascertain. Employer further acknowledges that any right of the Trustees to waive interest or liquidated damages pursuant to the Collection Policy described below, shall not modify the Employer's agreement that the maximum liquidated damages specified in the Trust are reasonable approximation of actual damages under all circumstances where the Employer is delinquent.

Employer acknowledges that the Trustees of the Funds have the Fiduciary obligation under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") to ensure prompt collection of Employer contributions and the resolution of delinquencies through the use of payroll audits and other enforcement procedures. Accordingly, the Employer hereby irrevocably designates as its representatives the Trustees named Employer Trustees of the Funds and their successors in connection with the adoption, amendment and administration of Collection Policy setting forth payroll audit and collection procedures in accordance with the terms and conditions of ERISA prohibited transaction class exemption 76-1. Employer hereby consents to and agrees to be bound by the provisions of such Collections Policy, as amended, as though fully set forth in this Agreement

A copy of the current Collection Policy as adopted by the Trustee is attached as Appendix "C."

Section 2. Pension Plan. Employees participate, at their own expense, in the State Universities Retirement System (SURS) as provided by law, and must participate as set forth in the Illinois Revised Statutes, Chapter 108-112. Sec. 15-134, as of the first day of employment.

Employees who are employed by the Employer after August 31 of any calendar year following the employee's attainment of age sixty eight (68) shall not be required to participate in SURS.

Section 3. Tuition Waiver. All members of the Union who are full-time permanent employees of the Board shall be eligible to receive free tuition for themselves and their dependents for all regular

College level credit hour courses offered by the City Colleges of Chicago for which the Board received reimbursement in accordance with Board Policy. This shall also include necessary Housekeeping Certificate Program courses required for Group Leader and Supervisor positions.

Section 4. Home Owners and Renters Policy. The Board shall provide a group low-cost home owners and renters policy. The Board shall pay \$100 per union member towards the cost of such coverage provided by the Board's group policy. The Board shall permit enrollment through payroll deduction.

Section 5. Group Auto Insurance. The Board shall provide a group auto insurance plan for union members. The Board shall pay \$100 per union member towards the cost of such coverage provided by the Board's group policy. The Board shall permit enrollment in such a plan through payroll deduction.

Section 6. Life Insurance. Term Life Insurance. Term life insurance shall be provided and paid for by the Board for all union members. The amount of coverage of such term insurance for each union member shall be two times basic annual salary rounded to the nearest one thousand dollars to the maximum of eighty thousand dollars (\$80,000).

ARTICLE XIII. SENIORITY

Section 1. Definition and Breaks in Seniority. The term “system seniority” shall be defined as the length of service of a regular employee with Employer. The term “facility seniority” shall be defined as the length of service of a regular employee in a facility. “Facility” is defined as a main campus and its satellites, if any. An employee’s seniority rights shall not be affected by a change of ownership or management of the facility so long as said employee remains in the employ of the new owners or managers. Facility and System Seniority shall not be broken except by discharge for cause, resignation for more than one (1) year, or leave of absence for more than two (2) years. The Employer shall post a facility seniority list in each building in a place accessible to all employees. Said list shall contain the names of all employees who have seniority as provided for herein and their respective seniority date.

Section 2. Recall Notices. The Employer shall give not less than a one (1) week notice to of recall, in writing, to the employee’s last known address. A failure to report for work prior to expiration of such notice period shall result in the loss of all seniority rights under this Agreement. A notice of recall need not be given in cases where the Employer and the Union agree to waive notice because it is apparent to them the particular employee will not return.

Section 3. Seniority and Vacation Scheduling. Selection and preference as to choice of time for taking vacations shall be granted to employees on the basis of system seniority, except that a building may depart from seniority in vacation scheduling where it is required in order to maintain normal operations of the buildings, in which event the Union shall be notified as soon as possible of the departure from seniority.

Section 4. Ties in Seniority Dates. Seniority ranking between employees who share the same seniority date will be resolved based on the alphabetical order of the last name, with “A” being the most seniority and “Z” being the least.

ARTICLE XIV. STRIKES, LOCKOUTS, PICKETING

Section 1. During the term of this Agreement, there shall be no strikes, lockouts or picketing.

Section 2. No action or suit of any kind or description shall lie by the Employer against the Union or any officer, representative or agent thereof, because of a strike, work stoppage or picketing in violation of this Agreement if:

- A. The Union has not authorized or instigated the strike, work stoppage or picketing,
- B. The Union promptly denounces such strike, work stoppage or picketing and makes an earnest effort to terminate same within a period of five (5) days.

ARTICLE XV. GRIEVANCE PROCEDURE AND ARBITRATION

The procedure for handling a grievance pertaining to any difference or dispute which may arise under this Agreement shall be in accordance with the steps below. Any employee(s) who choose to present grievances at Steps 1 and 2 to their employer without the intervention of the Union may do so provided that the adjustment is not inconsistent with the terms of this Agreement, and provided that the Union has been given the opportunity to be present as such adjustment, and such employee has waived his rights in writing on a form provided by the Union.

STEP ONE

The aggrieved employee, accompanied by the steward, if the employee so desires, shall consult with the Director of Auxiliary Services at the College. If a group of employees are involved in the grievance, the steward and up to two (2) employees shall represent the employees. Grievances may be reduced to writing at Step One of this procedure. In any event, since it is in the best interest of all concerned that a grievance be promptly and expeditiously resolved, an aggrieved employee and/or steward of the employee(s) involved, shall present such a grievance as soon as reasonably possible following the event which gives rise to its occurrence, or after such employee and/or the steward of the employee(s) involved first acquired knowledge concerning such event, however, no later than thirty (30) days after said event. The Director of Auxiliary Services shall respond to the grievance within ten (10) working days after receipt. If the Director of Auxiliary Services does not respond within ten (10) working days, the grievance shall be considered denied, and the Union Representative or aggrieved employees shall have the right to advance it to the next step.

STEP TWO

If the matter is not settled in the first step, the Union Representative or the aggrieved employee shall notify the College President in writing within ten (10) working days of the grievance and describe the nature of the grievance. The College President or designees will meet with the Union Representative, steward and grievant in an attempt to adjust or otherwise resolve the grievance. The College President or designee shall respond to the grievance within ten (10) working days after receipt or meeting with the Union. If the College President or designee does not respond within ten (10) working days, the grievance shall be considered denied, and the Union Representative or aggrieved employee shall have the right to advance it to the next step.

STEP THREE

If the grievance is not satisfactorily resolved through Step Two, the Union or the aggrieved employee may shall appeal to the Chancellor of the City Colleges of Chicago within ten (10) working days after delivery of the Step Two decision.

This appeal shall be in writing and shall be duly signed.

The Chancellor or his/her designee shall promptly meet and confer with the Union and/or the aggrieved employee on the appeal. The Chancellor shall communicate this decision in writing within ten (10) working days to the aggrieved employee and to any Union Representative or steward who participated in the grievance.

STEP FOUR

If said grievance is not resolved in these prior steps, the Union may, within thirty (30) calendar days of the Chancellor's decision, submit the case to arbitration by initiating a request to the Federal Mediation and Conciliation Service requesting a panel of seven (7) arbitrators. Upon receipt of such a panel, Employer and Union shall alternately strike names from the list with the first strike to be determined by the flip of a coin. The Union and the Employer will immediately notify the selected arbitrator of this selection, and request a schedule of availability.

Such arbitrator shall hear the matter within fifteen (15) days of receipt of such designation and shall render a written award within thirty (30) days after the hearing, if there is no transcript of the hearing; or, within thirty (30) days after receipt of briefs, if briefs are to be furnished. Compensation of the said arbitrator shall be paid one-half (1/2) the Employer and one-half (1/2) by the Union. The arbitrator shall limit his decision strictly to the application and interpretation of the provision of this Agreement and shall be without power or authority to make any decisions.

- A. Contrary to, or inconsistent with, or modifying or varying in anyway, the terms of this Agreement; or
- B. Limiting or interfering in any way the powers, duties, and responsibilities of the Employer under applicable law.

The Employer and the Union agree that neither party will appeal an arbitration award to the courts unless the arbitrator is believed by either party to have acted illegally. The Employer and Union also agree not to appeal any arbitration case to the courts until the arbitrator has heard the case and rendered an award, even if either the Employer or the Union believes the arbitrator has acted illegally.

The Employer and the Union agree that all arbitration awards shall fully and immediately be followed. If an arbitration award is questioned it will nevertheless be complied with, subject to future adjudication.

ARTICLE XVI. PROFESSIONAL STANDARDS AND DEVELOPMENT

Section 1. Labor Management Meetings.

- a. *College/Building Meetings.* Upon request of either party, College labor management meetings will be held no less than every two (2) months or as mutually agreed otherwise to discuss matters outside the scope of the grievance process. Issues regarding the cleanliness of the buildings, recognition programs for the employees, improving the efficiency of the building operations, and the staffing needs of the buildings shall be among the matter subject to discussion at this meeting. The employer agrees to pay up two (2) employees to attend such meetings at their regular hourly pay rate for no more than two (2) hours to attend such meetings unless mutually agreed otherwise.
- b. *District-Wide Labor Management Meetings.* District-wide labor management meetings may be convened upon request of either party two (2) times per year, unless mutually agreed otherwise. The employer agrees to pay for up to one (1) member per campus to attend these meetings.

Section 2. Training. The Employer shall provide appropriate training for all employees including Group Leaders and Supervisors. This training may include in-house training seminars and off-site training seminars. The Employer shall determine when to schedule in-house training seminars and shall develop and provide course materials. Employees shall be afforded the opportunity to meet with the Director of Auxiliary Services to discuss training and professional development annually.

When an employee is promoted to Supervisor, they will undergo in-house training on what the Employer considers reasonable skills and expectations related to the position. The training will be developed and provided in its sole discretion by the Employer. The training will occur during the employee's regularly scheduled work hours.

Employees may attend only classes of instruction relevant to their work duties. The Employer will reimburse employees the cost off-site training classes provided the following elements are met:

- A. The Employer is provided with a description of the proposed class or program and approves the employee's enrollment in the class or program, and
- B. The employee attends and successfully completes the class or program either a passing grade or appropriate certificate and submits written proof of same.

Section 3. Response to Employee Requests. Employees who fill out forms requesting that action be taken with regard to broken or outdated equipment or supplies that need to be replaced shall receive a written response within two (2) weeks of the request informing whether or not the problem will be addressed or further investigated.

Section 4. Staff Meetings. Regular meetings among the employees and the building management of each campus should normally take place at least once per month.

Section 5. Safety Committee. Once every three (3) months, a committee comprised of two (2) persons designated by the Employer and two persons designated by the Union, will meet and discuss issues

related to health and safety of employees.

ARTICLE XVII. SAVINGS CLAUSE

If any law now existing or hereafter enacted or any proclamation, regulation or edict of any national or state official or agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated thereby, and either party hereto, upon request, may reopen for negotiation the invalidated position. In event an agreement thereon cannot be reached within thirty (30) days, either party may submit the matter to arbitration as herein provided.

ARTICLE XVIII. DURATION REPORTING

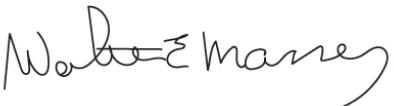
This Agreement becomes effective July 1, 2018 and shall remain in full force and effect through June 30, 2021.


Upon mutual agreement between the two parties, this Agreement may be extended for a period of ninety (90) days beyond the normal expiration date of this Agreement.

This Agreement is made in quintuplet and each copy is an original specimen executed at Chicago, Illinois on this _____ day of _____.

BOARD OF TRUSTEES OF COMMUNITY
COLLEGE DISTRICT 508

LOCAL 73 SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

By:  _____
Walter E. Massey
Board Chairman

By:  _____
Dian Palmer - President

By: _____

By: _____

Approved as to Legal Form:



Karla Gowen, General Counsel