



**Highland Community College Board of Trustees  
Retreat Agenda  
September 9, 2020 – 1:00 p.m.  
Robert J. Rimington Board Room (H-228)  
Highland Community College Student/Conference Center  
Freeport, Illinois**

Public access to the meeting is provided online via Zoom at  
<https://highland.zoom.us/j/98794154517?pwd=VkZaRW5XdlAwa0NiM0Z3Zk5XZThvQT09>  
or by phone at 312-626-6799 and Passcode 123456

**I. CALL TO ORDER/ROLL CALL**

**II. PUBLIC COMMENTS**

**III. OPENING REMARKS**

**IV. FOUNDATION REPORT**

**V. ADMINISTRATIVE UPDATES**

- A. Higher Learning Commission Assurance Argument as Connected to Recent Presidential Search and Shared Governance
- B. 10<sup>th</sup> Day Enrollment Numbers
- C. Emergency Operations Team Update
- D. Discussion of Potential Salary Increases for Administrative, Professional, and Classified Nonunion Staff

**VI. MAIN MOTIONS (ACTION)**

- A. First Reading – New Policy 3.28: Prohibition of Sex-Based Misconduct (Page 1)
- B. Approval of Salary Increases for Administrative, Professional, and Classified Non-union Staff (Handout)

**VII. DIVISION FOCUS – NATURAL SCIENCE AND MATHEMATICS**

**VIII. BOARD UPDATES**

- A. Review of ICCB Salary Schedules

**Mission**

Highland Community College is committed to shaping the future of our communities by providing quality education and learning opportunities through programs and services that encourage the personal and professional growth of the people of northwestern Illinois.

**IX. CLOSED SESSION**

- A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine its Validity
- B. Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees

**X. ACTION, IF NECESSARY**

- A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine its Validity
- B. Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees
  - 1. Memorandum of Understanding Between Highland Community College (Board of Trustees) and Highland Community College Faculty Senate, Affiliated with AFT/IFT Local 1957, for Lab Courses SPTP 161, SPTP 163, and SPTP 267 in the Cosmetology Lab, Due to the COVID-19 National Pandemic (Page 4)
  - 2. Custodial/Maintenance Contract (Page 6)

**XI. OLD BUSINESS**

**XII. NEW BUSINESS**

- A. Open Discussion

**XIII. ADJOURN**

**Mission**

Highland Community College is committed to shaping the future of our communities by providing quality education and learning opportunities through programs and services that encourage the personal and professional growth of the people of northwestern Illinois.

**AGENDA ITEM # VI-A  
SEPTEMBER 9, 2020  
HIGHLAND COMMUNITY COLLEGE**

**FIRST READING – NEW POLICY 3.28  
PROHIBITION OF SEX-BASED MISCONDUCT**

**RECOMMENDATION OF THE PRESIDENT:** That the Board of Trustees approves for first reading new policy 3.28, Prohibition of Sex-based Misconduct, which is recommended for inclusion in Chapter III, Student. The new policy complies with the Title IX regulations published in May 2020.

**BACKGROUND:** Title IX prohibits sex discrimination in educational institutions receiving federal funding. The Department of Education rescinded previous guidance on Title IX and provided Interim Guidance on Campus Sexual Misconduct in 2017. New Title IX regulations were released in May 2020 and require institutions to adopt and publish a policy and grievance procedures in compliance with the new regulations. This policy does not replace Policy 4.023, which meets the requirements of Title VII. Nor does it replace Policy 3.27, which complies with the Illinois' Preventing Sexual Violence in Higher Education Act (110 ILCS 155).

The Illinois Community College Chief Student Services Officers (ICCCSSO) developed an agreement with Robbins Schwartz for draft policy and procedural templates to be made available to Illinois community colleges. This policy was customized for Highland Community College from that draft policy and approved by the Policy Review Committee on August 20, 2020.

**BOARD ACTION:** \_\_\_\_\_

### 3.28 Prohibition of Sex-Based Misconduct (Adopted )

#### A. Policy Statement

Highland Community College is committed to maintaining a safe and healthy educational and employment environment that is free from discrimination, harassment and other misconduct on the basis of sex, which includes sexual orientation and gender-related identity. The College prohibits all forms of sex-based misconduct, including but not limited to sex discrimination, sexual harassment, sexual violence, domestic violence, dating violence, and stalking. The College also prohibits discrimination and harassment on the basis of sex, sexual orientation, gender-related identity and expression, pregnancy, and parental status under its Sexual and Other Harassment policy 4.034.

It is the policy of Highland Community College to comply with Title IX of the Education Amendments of 1972 ("Title IX"), the Violence Against Women Reauthorization Act ("VAWA"), Title VII of the Civil Rights Act of 1964 ("Title VII"), the Illinois Human Rights Act, the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act"), the Preventing Sexual Violence in Higher Education Act, and all other applicable laws and local ordinances regarding unlawful sex-based discrimination, harassment or other misconduct.

Individuals found to have engaged in prohibited sex-based misconduct will be subject to disciplinary action, up to and including termination and/or expulsion from the College.

#### B. Title IX Compliance

As required under Title IX, the College does not discriminate on the basis of sex in the education program or activity that it operates. This requirement not to discriminate extends to admission and employment.

The College has designated the vice president of student development and support services as the Title IX Coordinator(s), who is responsible for coordinating the College's efforts to comply with its responsibilities under Title IX. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be directed to the College's Title IX Coordinator(s), the Assistant Secretary for Civil Rights at the United States Department of Education, or both.

#### C. Retaliation Prohibited

Any form of retaliation, including intimidation, threats, harassment and other adverse action taken or threatened against any complainant or person reporting sex discrimination, sexual harassment or other sex-based misconduct, or against any person cooperating in the investigation of allegations of sex-based

misconduct (including testifying, assisting or participating in any manner in an investigation), is strictly prohibited.

D. Implementing Procedures

The College will establish, maintain, and publish procedures implementing this policy, which set forth:

- The scope and jurisdiction of the College's prohibition on sex-based misconduct;
- Definitions of prohibited conduct;
- Responsibilities of and contact information for the College's Title IX Coordinator(s) and Department of Human Resources;
- Options for assistance following an incident of sex-based discrimination, harassment or other misconduct;
- Procedures for reporting and confidentially disclosing alleged sex-based misconduct, including a mechanism for reporting and independent review of allegations against one elected official by another elected official;
- The College's response to reports of alleged sex-based misconduct;
- The College's grievance process for complaints alleging Title IX sexual harassment and/or alleging sexual violence, domestic violence, dating violence, or stalking;
- Prevention and education programming provided to College students; and
- Training and education provided to the Title IX Coordinator(s), campus law enforcement, campus security authorities, investigators, adjudicators, and anyone else involved in the receipt of reports of, responding to, investigating or adjudicating alleged incidents of sexual discrimination, harassment or other misconduct, or involved in the referral or provision of services to survivors.

**AGENDA ITEM #X-B-1  
SEPTEMBER 9, 2020  
HIGHLAND COMMUNITY COLLEGE BOARD**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
HIGHLAND COMMUNITY COLLEGE (BOARD OF TRUSTEES) AND  
HIGHLAND COMMUNITY COLLEGE FACULTY SENATE, AFFILIATED WITH  
AFT/IFT LOCAL 1957, FOR LAB COURSES SPTP 161, SPTP 163, AND SPTP 267 IN THE  
COSMETOLOGY LAB, DUE TO THE COVID-19 NATIONAL PANDEMIC**

**RECOMMENDATION OF THE PRESIDENT:** It is recommended that the Highland Community College Board approves the attached Memorandum of Understanding (MOU) with the Highland Community College Faculty Senate, Affiliated with AFT/IFT Local 1957, due to the COVID-19 national pandemic, which establishes terms and conditions under which certain lab courses SPTP 161, SPTP 163, and SPTP 267 in the Cosmetology lab will be completed and how the instructor will receive additional compensation for extra hours needed to comply with restrictions related to COVID-19.

**BACKGROUND:** The disruption caused by the COVID-19 national pandemic impacted the ability to carry out certain aspects of the current contract with the Faculty. The attached Memorandum of Understanding outlines the terms agreed to that would address these issues related to lab courses SPTP 161, SPTP 163, and SPTP 267 in the Cosmetology lab.

**BOARD ACTION:** \_\_\_\_\_

**Memorandum of Understanding**  
Between  
Highland Community College (Board of Trustees)  
And  
Highland Community College Faculty Senate, Affiliated with AFT/IFT  
Local 1957

August 19, 2020

**Issue:**

Due to conditions related to COVID-19, National Pandemic, and the current platform of educational services under the Illinois Governor's Executive Orders and Guidance from the Illinois Community College Board, the Faculty Senate and Highland's administration have agreed, via impact bargaining, to address concerns relating to implementation of lab coursework, due to the COVID-19 situation.

**Purpose:** The purpose of this MOU is to establish terms and conditions under which certain lab courses will be completed and how the instructor will receive additional compensation for extra hours needed to comply with restrictions related to COVID-19..

**Term:** This MOU will remain in full force and effect for not longer than August 14, 2020

**Agreement:** The parties agree to the following for lab courses SPTP 161, SPTP 163, and SPTP 267 in the Cosmetology lab:

1. Full-time Faculty, providing the additional instruction for the identified lab courses, set forth in this MOU will receive compensation at the rate of \$60 per lab hour. This compensation will be paid in each pay period during which the lab make-up work is being taught.
2. The maximum number of students allowed to be enrolled in each lab section is nine
3. The instructor shall apply appropriate safeguards, including use of social distancing where applicable, so that the maximum number of students physically allowed in the lab classroom at one time is nine Students not adhering to appropriate social distancing, masking, and other appropriate safeguards will be asked to leave the classroom until they are willing to comply. The instructor may withdraw a student who refuses to comply with appropriate safeguards.
4. The class structure will be determined by the faculty member following consultation and agreement by the division Dean.

Nothing in this MOU shall establish past practice or create precedent in dealing with future concerns, whether related to COVID-19 or other matters.

Date: Aug 25<sup>th</sup>, 2020

\_\_\_\_\_  
Board President

Joseph W. Thove 8/26/2020  
Faculty Senate /Local 1957 President

Amy Christensen

**AGENDA ITEM #X-B-2  
SEPTEMBER 9, 2020  
HIGHLAND COMMUNITY COLLEGE BOARD**

**CUSTODIAL/MAINTENANCE CONTRACT**

**JOINT RECOMMENDATION OF THE CUSTODIAL/MAINTENANCE NEGOTIATION COMMITTEE AND THE ADMINISTRATION:** It is recommended that the Highland Community College Board ratifies the contract with the Highland Community College Custodial/Maintenance Union Local 1957 for Fiscal Year 2020 and Fiscal Year 2021.

**BACKGROUND:** Meetings have been occurring for the past several months with the Custodial/Maintenance Union. The settlement reached is in line with the conservative budget guidelines projected.

**BOARD ACTION:** \_\_\_\_\_



**COLLECTIVE BARGAINING AGREEMENT**

**between**

**The Highland Community College District #519**

**and**

**The Highland Custodial and Maintenance Council**

**Local #1957**

**IFT/AFT/AFL-CIO**

**JULY 1, 2019 THROUGH JUNE 30, 2021**

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## **ARTICLE I - RECOGNITION OF THE UNION**

The Board of Trustees of Highland Community College District 519, Freeport, Illinois, hereinafter referred to as the "Board" or the "College" hereby recognizes the Highland Custodial and Maintenance Council Local 1957, IFT/AFT, hereinafter referred to as the "Union" as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours, terms and conditions of employment for all full-time and regularly employed part-time employees (excluding on-call) who work twenty (20) hours or more a week (80 hours or more a month) in the positions of custodian, maintenance mechanic, receiving/shipping/warehouse clerk, groundsperson, and groundsperson assistant.

## **ARTICLE II - NO STRIKE AND NO LOCKOUT**

**Section 2.1 - No Strike/Job Action:** During the term of this Agreement, no employee covered by the Agreement nor the Union nor any person acting on behalf of the Union shall engage in a strike, mass sick call, refusal to cross a picket line, concerted slow down or any other concerted activity designed to disrupt the operation of the District. The Union will not impose any duty or obligation on any employee to conduct, assist or participate in the aforementioned activities. Any employee participating in such activity is subject to immediate dismissal, if an employee has been notified by his/her supervisor that his/her conduct is illegal and he/she still does not comply. Any employee participating in such activity will not be paid for time spent on such activities during which the employee would normally be performing job duties.

**Section 2.2 - No Lockout:** No lockout of employees shall be instituted by the Board during the terms of this Agreement.

## **ARTICLE III - UNION/BOARD RELATIONS**

**Section 3.1 - Board Rights:** Except as amended, changed, modified or limited by the specific provisions expressed in this Agreement, the parties understand and agree that the management of the District, the control of the premises and the direction of the employees are vested exclusively in the District and includes, but is not limited to, the following:

- A. The right to select, hire, transfer, promote, demote, layoff, assign and supervise employees;
- B. The right to suspend, discharge or otherwise discipline employees;
- C. The right to determine and change starting times, quitting times, shifts and the number of hours to be worked by employees;

- D. The right to determine staffing patterns, including, but not limited to, the assignment of the employees as to the numbers employed, duties to be performed, qualifications required and areas worked;
- E. The right to make rules and regulations to govern the employees;
- F. The right to determine individual qualifications and the qualifications required for the job classifications;
- G. The right to contract out work if Board has followed most recent IELRB decision;
- H. The right to determine policies and procedures with respect to the establishment, management, efficiency and conduct of the operations of the District; or
- I. The right to determine or change the methods or means by which its operations are to be carried on.

**Section 3.2 - Entire Agreement:** This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this agreement. Subject matters not referred to in this agreement or statutes applicable to matters covered by this agreement shall not be considered as part of the agreement and shall remain exclusive Board and/or Administrative prerogatives.

### **Section 3.3 - Union Membership/Non-Discrimination:**

#### **Membership**

Employees shall be free to join or not join the Union without interference or penalty. Highland Community College will not discriminate, and provides equal employment opportunity without regard to actual or perceived race, religion, political philosophy, color, national origin or ancestry, gender, sexual orientation, age, sex and gender identity, disability, marital status, military status, citizenship status, unfavorable discharge from military service, order of protection status, genetic information status, pregnancy, childbirth (or medical or common conditions related to pregnancy or childbirth) or other factors prohibited by applicable federal and state laws, regulations and Executive Orders. Grievances filed under this Section may be grieved only through

the President's level. Grievants dissatisfied with the disposition of the grievance at the President's level may seek further recourse either through the applicable administrative agency or court.

**Section 3.4 - Rights and Benefits of Employees:** The College agrees it will not enter into any individual contract with any member covered by this Agreement which is inconsistent with any term in the Agreement.

**Section 3.5 - Communications:** This Agreement shall not be construed to limit or prevent any Board official or administrator from meeting with any individual for the purpose of discussing mutual ideas, concerns and views not covered by this Agreement. However, no negotiations or subjects pertaining to collective bargaining shall be conducted by the administration and/or the Board with any other group other than the recognized bargaining representatives.

#### **ARTICLE IV - UNION RIGHTS AND RESPONSIBILITIES**

**Section 4.1 - Use of Buildings:** The Union shall have the right to use College facilities for meetings for the purpose of conducting Union business provided:

- A. a request is made to the President or designee at least two (2) calendar days in advance of the meeting;
- B. such meeting space is available;
- C. such meeting neither interferes with the educational programs of the College nor conflicts with College events;
- D. the Union promptly reimburses the College for any damage or other reasonable expense incurred by the College as a result of the meeting.

**Section 4.2 - College Directory:** Each employee shall have access to the directory on the College's website.

**Section 4.3 - Copy of Agreement:** Within a reasonable period of time after the ratification of this Agreement by both parties, the College shall provide each employee with access to a copy of the Agreement. The parties agree that each member can print a copy of the agreement using the college's copiers.

**Section 4.4 - Mailboxes:** The Union shall have the right to communicate with its members by means of employee mailboxes, intraschool mail, email and a designated bulletin board to be located in an area of the College accessible to the employees but not accessible to the general public. Moreover, the Union agrees that it will not use the mailboxes, intraschool mail, email or bulletin board to criticize or malign the Board or its administrators and further agrees that the use of the mailboxes, intraschool mail, email and bulletin board must be clearly related to a legitimate Union purpose.



**Section 4.5 - Union Dues:** The College shall deduct from the pay of each employee, who has provided written authorization to do so, current membership dues of the Union. Deductions shall commence the next payroll period provided this authorization is delivered to the payroll office seven (7) days prior to that time; otherwise, it will commence the following payroll period.

Employees have the right to revoke their dues deduction authorization at any time by providing written notice of such revocation to the College's payroll office. Such authorization shall be deemed to be automatically revoked upon termination of employment. All dues deducted by the College shall be remitted to the Union following the last pay date of the calendar months provided the Union shall, in accepting such dues, agree to hold harmless the College for all actions pursuant to this Section, provided that the College shall comply therewith.

**Section 4.6 - List of Employees:** Upon written request, the Union shall be supplied with a list of all bargaining unit employees. Such list shall include each employee's home address and telephone number, if available. The names and addresses of new employees shall be given to the Union President or designee within ten (10) business days following the President's approval and acceptance of employment offer.

**Section 4.7 - Availability of Financial Data:** Upon written request, the Union shall be supplied public information concerning the financial position of the College including, when prepared, a copy of the current annual audit report, monthly financial statements and the tentative and final budgets.

**Section 4.8 - Paid Release Time:** The Union Vice-President or designee shall be excused from work with pay to attend College Board Meetings that are held during the workday if the meeting of the Board falls during the work hours of the Vice-President or designee and is approved by the Union Vice-President's or designee's supervisor.

**Section 4.9 – Union Meetings:** Approval must be obtained from the Director of Facilities and Safety for Union meetings intended to be held during regular work hours. The Union will need to provide written notices at least one work day in advance. The notices should include the date, time, and expected duration of the meeting. Compensatory time, personal time, vacation time or unpaid time must be used for time spent on Union meetings during each employee's regular work hours and must also be approved by the Director of Facilities and Safety at least one work day in advance.

## **ARTICLE V - SENIORITY**

**Section 5.1 - Seniority Defined:** Seniority shall be defined as the length of continuous service of an employee of the College in any position or positions covered by this Agreement. For the purpose of this Article, there shall be four (4) categories of positions: 1) full-time custodial; 2) part-time custodial; 3) full-time maintenance; 4) parttime maintenance. A part-time employee is defined as an individual who is regularly employed for a minimum of twenty hours per week. Full-time employees are considered to have seniority over part-time employees in all cases. When an employee moves from one category to another, length of continuous service begins accruing from zero on the starting date of the new position.

**Section 5.2 - Resolving Identical Seniority:**

- A. If total years of service referred to in Section 1 are equal between two (2) or more employees in their category of position, then seniority shall be determined by date of hire. The person with the earliest date of hire would have the most seniority.
- B. If total years of service referred to in Section 5.2A are still equal between two (2) or more employees in their category of position, then seniority shall be determined by lot witnessed by Union President and the administration.

**Section 5.3 - Continuous Service Interruption:** Continuous service shall be interrupted by resignation, retirement, termination, absence from work for three (3) consecutive days without authorization or notification to the College (absent an emergency), non-performance of bargaining unit work for a period of more than one (1) calendar year, laid off and fails to respond to a notice of recall within ten (10) calendar days after receiving notice of recall (this time limit shall be reflected in the notice of recall), fails to report to work at the conclusion of an authorized leave of absence or vacation (absent an emergency), falsifies the reason for a leave of absence or is found to be working for another employer during a leave of absence without written permission from the College.

**Section 5.4 - Seniority Accrual:** Seniority shall not accrue during any unpaid approved leave of absence of sixty (60) consecutive employment days or more, excluding any job related disability/injury. Employees who are transferred to College positions outside of the bargaining unit and who are later transferred back to the bargaining unit shall accumulate seniority for the work performed outside of the bargaining unit for a period not to exceed one-half (1/2) of the time spent performing work outside the bargaining unit.

**Section 5.5 - Seniority List:** The Board shall furnish the Union with annual seniority lists by August 1 of each year. Such list shall show the names of employees and his/her date of hire in order of their College seniority within their respective department:

custodial or maintenance and their employment status (full-time or part-time). The list shall be dated and posted and distributed to each bargaining unit member. The failure of the Union or of any employee to object to an employee's placement on the seniority list within twenty (20) working days following the receipt of the list shall be deemed a waiver by the Union and the employee to object to the placement unless the employee's placement is different from past lists. This statement shall appear on the list when it is posted and distributed. The Union President shall be notified of any revision in the original list and new lists distributed to each employee.

**Section 5.6 - Effect of Seniority:** If there are layoffs or decreases in the number of employees covered by this Agreement, all part-time employees within the affected department shall be laid off first. If further reductions are necessary, those employees in the affected department with the greatest skill, displayed ability and most satisfactory performance record as determined by the Board will be retained. If all factors are equal among those in the same position and department, the employee with the greatest seniority will be retained.

**Section 5.7 - Reduction In Force and Recall Rights:** Any employee dismissed as the result of the decision of the College to reduce the number of custodial or maintenance staff or to discontinue some particular type of service offered by this bargaining unit, then he/she shall be given written notice by certified mail at least sixty (60) calendar days before the layoff, together with a statement of honorable dismissal.

- A. **Transfer:** Reasonable effort will be made to transfer employees to open positions which the Board has determined that the employee can fill without additional training and provided that the employees have the skills, qualifications, aptitude, training, experience, physical fitness and ability to perform the work of the position in a fully satisfactory manner.
- B. **Recall:** The employees affected by the reduction in force shall have a right of recall if a vacancy or a newly created position occurs within the bargaining unit for which such employees are qualified to perform within one (1) calendar year from the effective date of the layoff. Recall shall be in inverse order of reduction in force.
- C. **Accrued Vacation and Comp Time:** Employees shall be entitled to receive pay for all vacation and comp time accrued at the time of layoff. In the event that the employee owes the College money, the College may offset that money against any accrued vacation or compensatory time.
- D. **Rights on Layoff:** An employee's salary placement, accumulated sick leave and seniority will not be effected if recalled during this time.

- E. **Continued Health and Life Coverage:** All employees enrolled in the College health insurance plan shall be eligible to continue insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA), when departing the College for reasons other than gross misconduct, provided the employee pays the premiums each month in advance. The premiums, set by the Board of Trustees, include a 2% administrative charge. Employees may also be entitled to continue life insurance by porting the policy to their own plan at the College rates. If the life insurance carrier denies portability to a private plan due to the individual's health status, that employee may then be able to choose the conversion plan, if desired.

## **ARTICLE VI - PERSONNEL FILE**

**Section 6.1 - Personnel File:** Only one (1) official personnel file shall be maintained by the Board which shall be the property of the College.

**Section 6.2 - Right of Access:** The College agrees that the employees will have the right of access to their personnel files provided in the Illinois Personnel Records Act or as provided herein.

**Section 6.3 - Placement of Material in File:** Any disciplinary material placed in the file shall be signed, dated and a copy shall be given to the employee.

**Section 6.4 - Right of Copy:** Each employee shall have the right to be furnished with a copy of any or all file material, exclusive of confidential material as provided for in Section 6.2. Employees may not request more than one (1) copy of any document in their personnel file during each year of the contract. This material shall be provided to the employee within three workday(s) after request.

**Section 6.5 - Right of Attachment:** Each employee shall have the right to have dissenting or explanatory material attached to any document on file.

## **ARTICLE VII - JOB DESCRIPTION PROCEDURE / EVALUATION PROCEDURES**

**Section 7.1 - Job Description:** The President or his designee shall develop or maintain a job description for each position covered by this Agreement. The President or his designee shall provide each employee with a copy of his/her job description and all amendments at the time of hire and each year thereafter by August 1.

**Section 7.2 - Evaluation Schedule and Conference:** New employees shall be evaluated in writing by their immediate supervisor following sixty (60) calendar days of employment. Each employee shall be evaluated at least once per year by his/her supervisor. The evaluator shall have a meeting with the employee to discuss the evaluation, which will include employee input.

**Section 7.3 - Evaluation Receipt and Signature:** The evaluator shall furnish the employee with a copy of the written evaluation within ten (10) days of the meeting. Both the evaluator and the employee shall date and sign all copies of the written evaluation. The signature of the employee shall not indicate agreement with the written evaluation, but rather shall indicate that the conference and discussion have been held and that the employee is in receipt of a copy of the written evaluation.

**Section 7.4 - Evaluation Rebuttal:** If the employee feels his/her formal written evaluation is incomplete, inaccurate or unjust, the employee may put his/her objections in writing within fourteen (14) calendar days after receipt of said evaluation. Both the employee and evaluator shall date and sign all copies of the written objection. The signature of the evaluator shall not indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the written evaluation.

**Section 7.5 - Personnel File Copy:** A copy of all formal written evaluations and any attached written objections shall be placed in the employee's official personnel file.

**Section 7.6 - Evaluation Plan:** The College will notify the Union of any proposed changes in the current evaluation plan and allow the Union to have input into these changes prior to the effective date of the proposed changes.

## **ARTICLE VIII - GRIEVANCE PROCEDURE**

**Section 8.1 - Definition:** Any claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.

### **Section 8.2 - Grievance Process:**

- A. **Supervisory Structure:**  
 Director, Facilities and Safety  
 Direct Supervisor of the Director of Facilities and Safety  
 President or designee
- B. **Initiation of Grievance:** The parties hereto acknowledge that it is usually most desirable for an employee and the person in the Supervisory structure whose

actions resulted in a grievance being initiated, resolve problems through free and informal communication.

- C. **Progression of Grievance:** If a satisfactory resolution is not reached through the informal process, a grievance may proceed by the grievant/Union filing a formal grievance with the next level in the employee's Supervisory structure within (10) business days of the occurrence of the grievance or within ten (10) business days of when such occurrence should reasonably have become known. A formal grievance shall be in writing and set forth the facts of grievance, the section or sections in the Agreement allegedly violated and the remedy requested.

At each level of progression of a grievance, the position with whom the grievance was filed shall arrange for a conference to take place within (5) business days after receipt of the grievance. Within (5) business days after the conference, the position with whom the grievance was filed shall give his/her decision to the grievant/Union in writing and if applicable state the reasons for denial, with a copy to all members of the Supervisory structure involved in the grievance. The grievant, if not satisfied with the outcome at any level of the Supervisory structure may refer the grievance to the next level of Supervisory structure within (10) business days of receipt of a non-satisfactory response.

- D. **Board of Trustees:** If a satisfactory agreement is not reached through the Supervisory structure, the Union may submit the grievance to the Board of Trustees by filing a written copy of the grievance with the Chair of the Board within ten (10) days after receipt of the President or designee's response. The grievant and/or their representative shall have the right to present oral arguments on the grievant's behalf to the Board. The members of the Supervisory structure involved in the grievance shall have the right to be present. The Board shall dispose of the grievance within ten (10) days by notifying the grievant in writing and shall state its reason in the event the grievance is denied.
- E. **Arbitration:** If the Union is not satisfied with the disposition of the grievance at the Board of Trustees level, the Union may submit the grievance to binding arbitration. The American Arbitration Association (AAA) shall act as administrator of the proceedings. If the written demand for arbitration is not filed with the College President or in his/her office within twenty (20) business days of the date of the response from the Chairman, Board of Trustees, then the grievance shall be deemed withdrawn. The parties agree to request the American Arbitration Association to submit a list of arbitrators who are members in good standing of the American Academy of Arbitrators.

**Section 8.3 - General Provisions:**

- A. **Work Hours:** In all steps of the grievance procedure, if the Board requires such steps to be held during the work hours of the grievant or the grievant's representative (if a College employee), such employees will be excused with pay for that purpose. Employees required by the Board to attend arbitrations shall be excused with pay. Arbitration hearings shall not be held during employee work hours without mutual consent of the Union and the Board.
- B. **By-Pass Steps:** If a grievance arises from the action of an authority higher than the immediate supervisor, the Union may present such a grievance at the appropriate steps of the grievance procedure with the approval of the appropriate authority.
- C. **No Reprisals:** An employee who participates in the grievance procedure shall not be subject to disciplinary action or reprisal by the Board or Union because of such participation.
- D. **Right to be Present:** The employee and his/her Union representative have the right to be present at all steps of the grievance process.
- E. **Copies:** At the request of the grievant or his/her Union representative, the Board shall provide copies of all documents submitted by the Administration at Steps 2 and 3 of the grievance procedure.
- F. **Failure to Appeal:** The failure of the grievant or the Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.
- G. **Definition of Days:** The term "days" as used herein shall mean workdays for employees in this bargaining unit. Official College holidays, Saturdays and Sundays shall not be counted as workdays for the purpose of this Article.
- H. **Extensions:** All time limits may be extended by written mutual agreement between the parties.

**Section 8.4 - Scope of Arbitration:** The arbitrator shall consider and decide only the specific issue submitted to him/her in writing and shall base the decision upon his/her interpretation of the meaning or the application of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. If no joint written stipulation of the issue is agreed upon by the parties, the arbitrator shall be empowered to determine the issue

raised by the grievance as submitted in writing in Step 2 or 3 of the grievance procedure. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator shall be without power to make recommendations contrary to or inconsistent with any applicable laws or rules or regulations of administrative bodies that have the force and effect of law.

**Section 8.5 - Cost of Arbitration:** Each party shall bear the cost of its representation. The cost of the arbitrator and AAA shall be divided equally between the parties. If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order a transcript, the cost of the transcript shall be divided equally between the Board and the Union.

## **ARTICLE IX - DISCIPLINARY ACTION**

An employee who violates any rule, regulation, or policy of the Board of Trustees, which may include but is not limited to incompetency, neglect of duty, immorality, conviction of a felony, insubordination, or failure to satisfy a directive by a supervisor in compliance with those rules, regulations, and policies may be subject to disciplinary action including suspension with or without pay, or dismissal with approval of the President.

**Section 9.1 - Disciplinary Notice:** No non-probationary employee covered by this Agreement shall be suspended or discharged without written notice of the reasons for such suspension or discharge.

**Section 9.2 - Disciplinary Appearance:** An employee shall be given written notice if he/she is required to appear before the administration, and/or Board for the purpose of a written reprimand, suspension or dismissal. The employee may request the presence of a Union representative.

If an employee is required to sign a written reprimand, suspension letter or notice, the employee's signature shall mean only that the employee has received a copy of the letter or notice; it does not mean the employee agrees with the contents.

**Section 9.3 - Disciplinary Procedure:** All discipline of non-probationary employees shall be for just cause and shall generally be imposed in a progressive manner (A through D). However, the sequence and severity of the disciplinary action may vary with the type of offense and the circumstances surrounding it. In addition, the disciplinary level may vary based upon the employee's performance record and disciplinary status. Disciplinary action taken for a particular incident shall not be precedent for any conduct of a similar nature for any other employee.



**A. Verbal Reprimand**

A verbal reprimand is a meeting held between the employee and his/her supervisor to discuss unacceptable performance or behaviors. The supervisor shall inform the employee of his/her concerns and explain how the problem can be corrected so that the employee is meeting acceptable standards of performance. A note shall be kept in the supervisor's file and the employee shall also get a copy indicating the date and the substance of the verbal reprimand.

**B. Written Reprimand**

A written reprimand is a letter written by the supervisor stating the reasons and the manner in which the employee is failing to meet acceptable standards of performance or behavior. This letter shall also inform the employee that if any form of unacceptable performance or behavior persists, suspension or dismissal may result. A written reprimand may occur without a verbal reprimand depending on the type of offense and the circumstances surrounding it.

**C. Suspension**

A suspension without pay for no longer than five (5) days is an action that may be recommended by the employee's supervisor to the direct supervisor of the Director of Facilities and Safety if the employee subsequently fails to meet acceptable standards of performance or behavior. The direct supervisor of the Director of Facilities and Safety shall hold a meeting with the supervisor, the employee, and the employee's Union representative prior to a suspension. The employee and his/her Union Representative shall have the opportunity to present the employee's position with regard to the alleged failure to meet acceptable standards. A suspension without pay for no longer than five (5) days may occur without a verbal or written reprimand depending on the type of offense and the circumstances surrounding it.

Following that meeting, the direct supervisor of the Director of Facilities and Safety shall decide whether or not to suspend the employee. If the direct supervisor of the Director of Facilities and Safety determines a suspension without pay is warranted, he/she shall inform the employee in writing of:

- 1) the number of days and the dates the employee is suspended;
- 2) the specific reasons for the suspension.

D. Dismissal

A dismissal is termination of employment. An employee may be dismissed if he/she subsequently violates any College policy, rule or regulation or fails to meet acceptable standards of performance or behavior after receiving verbal and written reprimands and suspension. A dismissal may occur without a verbal or written reprimand or suspension depending on the type of offense and the circumstances surrounding it. Dismissal will occur only with the approval of the President.

**Section 9.4 - Confrontations:** Where practicable, no employee shall be confronted or disciplined before the other employees, students or the public in order to avoid public embarrassment to the employee and the employer.

**Section 9.5 - Review of Personnel File Letters:** Except for related offenses, employees may request verbal and written reprimands not be used after 24 months to justify subsequent and more severe disciplinary action, by completing a Request for Review form. This request will be reviewed by the direct supervisor of the Director of Facilities and Safety, the Director of Facilities and Safety, and the Associate Vice President of Human Resources. Acceptance or denial will be provided by the review team to the requestor via a meeting. Request for Review forms will be available at the Human Resources Office.

## ARTICLE X - VACANCIES

**Section 10.1 - Posting:**

- A. **Definition and Distribution:** If a vacancy in the bargaining unit occurs as a result of a retirement, resignation, termination, promotion or a newly created position, such vacancy shall be dated and distributed to each bargaining unit member and non-bargaining unit employee working in the custodial and maintenance department as well as posted in the work areas for five (5) business days.
- B. **Current Employees Rights:** Current employees shall have the opportunity to apply for the position within this period of five (5) business days.
- C. **Description of Job:** Each vacancy notice shall contain a job description, the qualifications needed for the job, hourly rate of pay, and the shift schedule/daily hours of work.
- D. **Union Notice:** The Union President shall receive a copy of all vacancy notices.

- E. **Interview Process:** At least one Union member shall serve on the interview committee for full-time and part-time custodial/maintenance positions. The Union shall submit the names of preferred members for service on such committees to Human Resources, with selection of a member from that list made by the College President.

**Section 10.2 - Application Process:** Current employees may submit written applications for the position to the Human Resources Office. The College shall fill vacancies by employing the most qualified applicant for the vacancy whether that applicant is a member of the bargaining unit or not. A qualified applicant shall be defined as one who has more skills and experience than a current bargaining unit employee. If the College determines that qualifications are equal, the vacancy shall be filled by the bargaining unit member with the greatest seniority who applies. Attendance and performance of current employees will be taken into consideration in awarding the position.

**Section 10.3 - Reassignment/Involuntary Transfer:** Employees who are reassigned or involuntarily transferred shall be given written notice of such change at least two (2) weeks prior to the effective date of the change. An employee shall be granted a conference with his/her supervisor to discuss the reassignment or involuntary transfer if the affected employee requests it within five (5) days of the notification.

## ARTICLE XI - LEAVES

**Section 11.1 - Sick Leave:** Employees are credited with one day of paid sick leave for each month of their employment contract or expected term of employment during each fiscal year. Sick days may accumulate without limitation. Regular part-time employees who work at least 20 but less than 40 hours per week will accrue sick leave on a pro rata basis to the schedule for full-time employees.

You may use paid sick leave in either half or full-day increments for absences as follows:

- personal illness
- injury
- dental care
- exposure to a contagious disease
- death not covered by bereavement policy
- illness, injury, or medical appointment of a child, spouse, Civil Union partner, domestic partner, or parents
- illness, injury, or medical appointment of a sibling, mother-in-law, father-in-law, grandchild, grandparent, or step-parent, for reasonable periods of time as the

employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury (this time is limited to a period of no less than the personal sick leave that would be accrued during six months at the employee's then current rate of entitlement).

Residence of a member of the immediate family within or outside of the employee's home is not a factor in this policy.

An employee who must be absent from duty because of illness shall notify the employee's supervisor, supervisor's designee or call the Human Resources Office at the earliest practicable time.

A medical exam, at board expense, or a doctor's certificate regarding a release to work may be required for sick leave absences of more than three consecutive days. Supervisors shall notify Human Resources of any employee's sick leave absence of 3 or more consecutive days due to medical reasons for purposes of the Family and Medical Leave Act (Policy 4.131).

Abuse of the sick leave privilege is cause for disciplinary action, possibly including termination.

The Human Resources Office maintains the official sick leave use and accrual records on the employee's time records. Every half day or full day of absence for sickness should be indicated on the employee's time sheet.

If an employee has used all accumulated, accrued leave time (personal, sick, vacation and any compensation time where applicable) and is not released to return to work, a request of withdrawal of sick days from the sick leave bank following the sick leave bank guidelines may be made through the Human Resource Office. An employee must be a member of the sick leave bank for one year before they may request withdrawal from the program.

An employee will not be paid for unused sick leave when termination or resignation from the college occurs. If more sick leave is used than earned when an employee resigns, retires, or is terminated, it will be deducted from the last pay.

**Section 11.2 - Personal Leave:** Subject to prior administrative approval, each full-time employee is entitled to three (3) personal leave days through the fiscal year, accrued one-half day every two months, for the purpose of attending to personal business.

**Section 11.3 - Jury/Witness Duty:** Full-time and part-time personnel required by the courts to perform witness and jury duty will be excused for the time required to perform

such duties from regular duties upon presentation to the immediate supervisor of evidence indicating the necessity for a legal appearance.

Such witness and/or jury duty shall not result in any loss of compensation or fringe benefit rights that the employee is otherwise eligible for from the college.

In the case of an employee being a litigant (plaintiff or defendant in a lawsuit) this policy is not applicable. Days of absence so involved may be applied to any personal leave days, vacation days or unpaid leave days to which the employee is entitled or shall be counted as days of absence without pay. Proper prior notification should be given to the immediate supervisor relative to the circumstances.

Those eligible for witness and jury duty benefits applicable to their circumstances are:

- A. Those who are employed on approximately a 40 hour per week schedule or otherwise have administrative and/or teaching responsibilities that are regarded as full-time.
- B. Classified personnel who are regularly employed at least one-half time.

**Section 11.4 - Leaves of Absence:** Leaves of absence without pay may be granted by the Board to any employee who has at least one (1) year service in the District if, in the opinion of the Board, such leave would serve the best interest of the College and the employee. These leaves of absence shall be granted with the following conditions:

- A. **Insurance Rights:** The employee shall be given an opportunity to continue insurance coverage in the District's insurance program during a Board-approved leave of absence but shall be required to pay all premiums connected with this coverage to the Business Office.
- B. **Duration of Leave:** The leave of absence will not normally exceed twelve (12) consecutive months.
- C. **Guarantees:** The Board will guarantee the same or similar job at the end of the leave unless the job has been eliminated during that time.
- D. **No Break in Service:** The employee shall not suffer a break in continuous service.
- E. **Reinstatement of Benefits:** Seniority, salary level, benefits and accumulated sick leave shall not be forfeited by the employee during the leave, but shall be reinstated upon return to the College.

- F. **Maternity and Paternity Leave:** This leave of absence shall apply to maternity and paternity leaves, as well as Section 11.5.

**Section 11.5 – Leave, Family and Medical Leave Act (FMLA), Leave, Military, and other Leaves:** State and Federal leaves required by state and/or federal law will apply to union members. The applicable law or the Highland Community College policy manual will be followed (in that order) for a specific leave.

**Section 11.6 - Unpaid Leave Days:** Unpaid leave days may be taken by an employee with supervisor approval. These leave days are days for which the employee is not paid and should be so noted on the time sheet or time card. Seniority will be impacted if unpaid leave under this policy continues for more than three days.

**Section 11.7 – Leave, Bereavement — Full-Time Active Employees:** The College will grant one day paid leave for bereavement of extended family: aunt, uncle, cousin, niece or nephew. Three consecutive days paid leave for family including brother or sister-in-law, son or daughter-in-law, mother or father-in-law, grandparent or grandparent-in-law or grandchild. Five consecutive days paid leave for immediate family: spouse or Civil Union partner, child (biological, adopted, foster, step, legal ward, or a child for whom the employee stood in loco parentis), parent, sibling, stepsibling, stepparent. Bereavement leave days cannot be accrued. Under the Illinois Child Bereavement Leave Act, after 1,250 hours of service with an employer during the prior 12-month period an employee is eligible for two weeks (10 working days) of unpaid leave following the death of a child. The first five days will be paid as noted above and the remaining five days will be unpaid. Employees meeting the eligibility requirements of the Illinois Child Bereavement Leave Act, may elect to substitute paid leave they have accrued, such as sick, vacation or personal days, for any unpaid portion of the leave. Leave under the Illinois Child Bereavement Act must be completed within 60 days after the date an employee receives notice of the death of the child. Employees may be entitled to up to 6 weeks of bereavement time in the event of the death of more than one child during a twelve-month period. This Act does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to the unpaid leave time permitted by the federal Family and Medical Leave Act.

The employee's immediate supervisor authorizes the use of bereavement leave. If additional time is needed beyond what is indicated above, vacation, sick or unpaid personal leave may be taken with supervisory approval in consult with Human Resources. The supervisor should consult with Human Resources in special circumstances.

**Part-time Active Employees**

Under the Illinois Child Bereavement Leave Act, after 1,250 hours of service with an employer during the prior 12 month period, an employee is eligible for two weeks (10 working days) of unpaid leave following the death of a child. Child is defined as a biological, foster, adopted or step child, a legal ward or a child for whom the employee stood in loco parentis. Bereavement leave days cannot be accrued. Employees meeting the eligibility requirements of the Illinois Child Bereavement Leave Act may elect to substitute leave they have accrued such as sick, vacation or personal days for any portion of the leave. Leave under the Illinois Child Bereavement Act must be completed within 60 days after the date an employee receives notice of the death of the child. Employees may be entitled to up to 6 weeks of bereavement time in the event of the death of more than one child during a twelve-month period. This Act does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to the unpaid leave time permitted by the federal Family and Medical Leave Act.

The employee's immediate supervisor authorizes the use of bereavement leave. If additional time is needed beyond what is indicated above, vacation, sick or unpaid leave may be taken with supervisory approval in consult with Human Resources. The supervisor should consult with Human Resources in special circumstances.

## **ARTICLE XII - GENERAL WORKING CONDITIONS**

**Section 12.1 - Resignation:** If an employee wishes to resign, the employee must notify the supervisor as soon as possible. A two (2) week notice is generally expected from all employees.

**Section 12.2 – Sexual and Other Harassment:** State and/or federal law regarding sexual and other harassment will apply to union members. The applicable law or the Highland Community College policy manual will be followed (in that order) for a specific situation.

**Section 12.3 - Controlled Substances/Alcohol Use:** The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or the use of alcohol is prohibited in and on property owned or controlled by the College. Employees may neither report to work while under the influence of illegal drugs nor under the influence of alcohol.

Employees may be tested for suspected alcohol or drug abuse whenever the Employer has reasonable suspicion of such abuse. The Employer will bear the full cost of any such tests. The validity of the test and, of the reasonable suspicion, shall be defined by the most recent court cases governing the College.

Violations of these rules may be cause for mandatory evaluation/treatment for substance abuse and for disciplinary action up to and including dismissal.

**Section 12.4 - Accidents:** Once an employee is aware of a work-related injury or illness, it must be reported to the supervisor via written, verbal or voice messaging within twenty-four (24) hours.

**Section 12.5 - Outside Employment:** No employee may engage in any outside employment which will interfere with the performance of his/her assignment. The employee has the responsibility for obtaining permission from the immediate supervisor before accepting a position which might conflict with his/her position at the College. This policy shall not preclude any employee from such other employment which does not conflict with College responsibilities or work hours.

**Section 12.6 – Unscheduled College Closing:** If the College is closed due to adverse weather conditions, or other emergencies (e.g. electrical outage, water main break, etc.), the employee is expected to work unless the supervisor informs differently. He/she will be paid his/her regular eight (8) hour pay, plus time and one-half (1-1/2) comp time or overtime for hours worked on that day. For closure due to inclement weather, third shift employees will receive overtime based on the number of hours received by second shift employees. For closure due to all other emergencies, overtime will be based on the actual times of the closure. If unable to report to work, he/she will contact his/her supervisor and shall be paid as all other classified employees at the College. Those individuals expected to work will not be based on seniority.

**Section 12.7 - Probationary Period:** All new employees will serve a probationary period of sixty (60) days. Employees who have worked sixty (60) days shall have satisfactorily completed the probationary period. The probationary period shall serve as a determination as to whether an employee will be continued in the position. Probationary employees may be terminated without cause.

**Section 12.8 - Reclassification of Position:** If, in the opinion of the Director of Facilities and Safety, the duties of a position have changed or increased substantially, he/she will initiate reclassification of the position. The Director of Facilities and Safety shall meet with the Union, the employee, and his/her supervisor to discuss duties and pay for the position. No changes shall be recommended to the Board without agreement of the parties.

## **ARTICLE XIII - OVERTIME/COMPENSATORY TIME**

**Section 13.1 - Overtime Hours:** Employees shall be paid overtime for all hours worked in excess of forty (40) hours a week. Vacations, personal leave days, holidays



and compensatory time shall be calculated in the forty (40) hours. All employees shall be required to work overtime when requested; however, no employee shall be required to work more than four (4) hours overtime per day after they have worked an eight (8) hour day. Overtime must be approved by a supervisor.

**Section 13.2 - Overtime Rate:** Any hours worked in excess of 40 hours a week require supervisor approval. Employees shall be compensated at a rate of time and a half (1 1/2) for each hour over forty (40) hours during the week. At the employee's request, the employee shall be granted compensatory time at the rate of time and a half (1-1/2) for each hour worked in lieu of overtime, if comp time maximum is not reached. Comp time requests must be completed in ADP at the time of the request.

**Section 13.3 - Minimum Hours:**

- A. **Call Back:** An employee who is called back to work shall be guaranteed a minimum of two (2) hours pay at the employee's appropriate hourly rate of pay.
- B. **Early Report:** If an employee is called in to work preceding his/her normal workday, he/she will be paid at the overtime rate for the time worked before his/her shift begins. In addition, he/she will be permitted to work until the end of his/her normal workday dependent on College open status.

**Section 13.4 - Limits on Accumulation of Comp Time:** Employees shall be limited to the accumulation of 120 hours of compensatory time at any one time. Use of compensatory time by employees shall be approved at least 24 hours in advance unless approved otherwise by the supervisor or unless use is due to an emergency. Employees who reach the 120 hour limit will not be allowed to accumulate additional compensatory time but shall be paid all additional overtime at the appropriate overtime rate. Accrued compensatory time earned through May of a given fiscal year will be paid to employees in June of each fiscal year. A maximum of 40 hours of compensatory time earned through May of a given year may be carried over to the next fiscal year.

**Section 13.5 – Custodial/Maintenance Overtime Posting:** Typically, for special events overtime shall be posted, bid, and assigned by seniority (unless the hours become available due to an emergency or there is less than 24 hours of notice) within the Custodial/Maintenance departments unless the Director of Facilities and Safety feels another person is more familiar with the duties or for training purposes. The most senior employee who bids on the overtime shall be assigned the available hours.

## ARTICLE XIV - VACATION AND HOLIDAYS

**Section 14.1 - Holidays:** The following days are recognized as holidays, at least eleven (11) of which shall be observed and paid for employees each year:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Casimir Pulaski's Birthday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans' Day
11. Thanksgiving
12. The Friday following Thanksgiving
13. Christmas
14. The day preceding Christmas
15. Good Friday

If the holiday falls on a Saturday, it will be observed at Highland Community College on the preceding Friday, and if the holiday is on a Sunday, it will be observed at Highland Community College on the following Monday. Holidays to be observed are listed in the annual calendar. Where an employee has an assigned weekly work schedule other than Monday through Friday and a holiday observed by the College falls on one of the assigned non-work days, the employee's supervisor, with the employee's input, will schedule the workday either immediately before or after the holiday to be observed as the holiday for this employee. Employees who work third shift (Sunday - Thursday) shall be allowed to observe Monday holidays on Sunday night.

**Section 14.2 - Vacation:** A new employee earns an accrued .83 vacation days per month not to exceed ten (10) days per year. It is intended that new employees refrain from requesting vacation during their initial six (6) months of employment to allow them the proper time to learn and adjust to their new position. Employees shall receive the following paid vacation benefits:

1 year through 5 years of employment	10 days vacation
After 5 years of employment	15 days vacation
After 15 years of employment	20 days vacation

Except for unforeseen emergencies, vacation time should be scheduled as far in advance as possible. Such requests must be approved by the supervisor and recorded in the ADP time and attendance software. Consideration will be given to all requests for vacation time and the employee's preference will be respected whenever practicable.

However, the College reserves the right to deny requests which may jeopardize the operation of the College. Competitive requests for the same time off shall be decided on the basis of employee seniority within the institution.

An employee may carry over no more than five (5) vacation days into the next fiscal year. These carry-over days must be used during the first six (6) months of that fiscal year. If an employee carries more than 5 days, the excess will convert to sick leave.

An employee who resigns, retires or is terminated shall be granted full pay for earned, unused vacation time or compensatory time.

## **ARTICLE XV - WORKDAY/WORKWEEK/SUMMER**

**Section 15.1 – Workday:** A first shift employee's normal workday consists of eight (8) hours of work which may be interrupted by unpaid time for lunch. The second and third shift employee's normal workday consists of eight (8) hours including a one-half (1/2) hour paid lunch. In accordance with current practice, two (2) fifteen minute rest periods shall be scheduled daily with exceptions approved by the Director of Facilities and Safety.

**Section 15.2 – Workweek:** An employee's workweek shall be five (5) consecutive days. No employee shall be required to work more than forty (40) hours in a week without overtime compensation. Vacations, personal leave days, holidays and compensatory time shall count in the forty (40) hour workweek.

**Section 15.3 - Summer Work Schedule:** If the Board decides to change the existing summer work schedule for custodial and maintenance employees, it will notify the Union president of any changes at least 30 calendar days in advance of said changes. If the Union wishes to discuss the changes with the administration, the Union president will notify the direct supervisor of the Director of Facilities and Safety to arrange a meeting. If after discussion there is not an agreement, then the Union contract would be opened for renegotiations on this section. However, as long as the summer work schedule continues, sick leave, vacation, holidays, overtime, and personal leave shall be governed in accordance with the present practice for summer schedules.

## **ARTICLE XVI - INSURANCE**

**Section 16.1 - Medical Insurance and Flexible Benefit Plan:** The College agrees to continue medical insurance at the same or substantially the same coverage as it is currently providing unless the College unilaterally changes the coverage due to

negotiations with faculty. The premium cost share to an employee for the duration of this contract shall be equal to faculty. In addition, a flexible benefit plan shall be available to each full-time employee.

**Section 16.2 - Life Insurance:** A full-time employee's beneficiary will receive one and one-half (1-1/2) times the employee's annual salary or forty thousand dollars (\$40,000) whichever is more. Employees are also entitled to life insurance benefits under the State University Retirement System and Worker's Compensation Law.

**Section 16.3 - Duration of Coverage:** An employee and his/her dependents are covered by the Group Medical-Dental Health/Life Insurance Plans in accordance with the existing insurance plan. An employee who resigns or who has been terminated for any reason other than gross misconduct shall be allowed to apply for coverage under COBRA.

**Section 16.4 - Immunization:** Employees at risk for specific job related diseases, such as Lyme disease and Hepatitis B, shall have the option of obtaining immunization for those diseases, at College expense.

## ARTICLE XVII - MISCELLANEOUS BENEFITS

**Section 17.1 - YMCA Membership:** Each full-time employee is eligible to apply for the use of a Highland Community College YMCA membership card during the annual enrollment period. The employee membership may be upgraded and paid for by the employee through payroll deduction. The Highland Community College employee membership will be cancelled if not used for a period of thirty (30) days or upon termination of employment. Replacement of lost or stolen cards is the responsibility of the cardholder.

**Section 17.2 - Payroll:** All full and regular part-time personnel shall be paid bi-weekly. If the payday falls on a holiday or weekend, the paycheck will be distributed on the closest preceding workday.

**Section 17.3 - Bookstore:** All full-time and part-time employees may purchase textbooks, for use by themselves, their spouse or Civil Union partner, or their dependents (as defined in Policy 4.223) at a discount off retail price equal to the markup (not to exceed 20%).

All full-time and part-time employees may purchase clothing and gift items at a 20 percent discount. The discount on technology and software products will be determined by the bookstore on an item by item basis. There will be no discounts on the following items: meal cards, computer math software licenses, magazine subscriptions, and transit passes. No discounts will be applied to sale items unless specified by the

bookstore manager. The employee eligible for the discount must be present when the discounted purchase is made.

**Section 17.4 - Physical Exam:** If an existing or newly hired employee is required to take a physical exam for employment purposes, the Board shall pay for the cost of the employee's exam.

**Section 17.5 - Uniforms:** The Board shall provide each new full-time employee six (6) sets of uniforms (pants, shirts), a heavyweight jacket, and a lightweight jacket following the employee's probationary period. The Board shall provide each new part-time employee three (3) sets of uniforms (pants, shirts) and choice of either a heavyweight or lightweight jacket following the employee's probationary period. The uniforms will be of a standard type and quality to be determined by Administration. The Board shall provide five (5) pieces of uniforms (shirt, pants, jacket) each year to all other full-time employees. The employee shall elect which pieces he/she needs by August and the uniforms shall be requested to be delivered by October of each year. An employee may elect to be reimbursed for the purchase of pants/jeans of their choice in a year in which other uniform pieces of equal or greater value are not needed. An employee may elect to be reimbursed up to \$100 for the purchase of shoes in a year in which other uniform pieces of equal or greater value are not needed. A part-time employee may elect to be reimbursed up to \$50 for the purchase of shoes in a year in which other uniform pieces of equal or greater value are not needed. The shoes must be a quality that is in keeping with safety regulations. Employer provided shirts are to be worn at all times while at work unless given approval by supervisor to not wear them. A onetime written notification will be given prior to any disciplinary action being taken related to not wearing the provided shirt. The employer shall provide additional clothing items or replace damaged clothing at the discretion of the Director of Facilities and Safety.

**Section 17.6 - Tuition Walvers:**

**Full-time Employees**

The Board will provide a tuition waiver only at Highland Community College for all full-time employees and adjunct faculty, their spouse or Civil Union partner, dependent children, and dependent grandchildren. The full-time employee must be actively employed in a full-time or adjunct faculty position during the semester of attendance.

This benefit is available on the employee's first day of employment or rehire. Eligibility is not retroactive; an employee must be actively employed at the start of the term to use the benefit.

All fees, books and supplies will be the responsibility of the employee.

Employees wishing to take a course during their normal working hours must secure the permission of their immediate supervisor for released time or compensatory time.

The number of courses taken during a normal working day by any full-time employee will be limited to one course (up to 3 credit hours) unless special permission is granted by the employee's supervisor and the Executive Vice President.

#### **Part-Time Classified Employees and their Dependents/Spouse or Civil Union Partner**

1. The Board will provide a full tuition coverage only at Highland Community College for all classified part-time employees working at least 14 hours per week. Temporary and on-call part-time employees, summer workers, as well as student workers, are not eligible for this benefit.
2. The policy will be effective upon one continuous full year of employment for classified part-time employees.
3. If a part-time classified employee has a break in service of more than four months, their eligibility for this benefit will start over.
4. Part-time classified employees must be actively employed at Highland during the semester of attendance for the benefit to be effective. Eligibility is not retroactive; an employee must meet the eligibility criteria at the start date of the term to use the benefit.
5. Part-time classified employees are encouraged to take classes during non-work hours unless their work schedule can be adjusted.
6. The Board will provide partial tuition coverage only at Highland Community College for all half time and three-quarter time regular classified employee's spouse or Civil Union partner, dependent children, and dependent grandchildren who meet the eligibility requirements as outlined above.
  - a. The scholarship will provide half of the tuition coverage for half time (equivalent to working 20-27 hours per week) regular classified employee's dependents, spouse or Civil Union partner;
  - b. and will provide three-quarters of the tuition coverage for three-quarter time (equivalent to working 28-32 hours per week) regular classified employee's dependents, spouse or Civil Union partner.

**"Dependent" is defined as:**

1. An employee's legal spouse or Civil Union partner who is a resident of the same country in which the employee resides. For the purposes of this definition, a common-law spouse will not be considered a dependent.

2. An employee's child or grandchild who meets all of the following requirements:
  - a. Is a resident of the same country in which the employee resides.
  - b. Is unmarried.
  - c. Is a natural child, stepchild, legally adopted child, a child placed in the employee's physical custody whom the employee intends to adopt, a child for whom the employee and/or employee's spouse or Civil Union partner has been named legal guardian, or a child for whom the employee is legally financially responsible.
  - d. The employee and/or the employee's spouse or Civil Union partner must have joint custody or any shared time arrangement.
  - e. The child must be dependent upon the employee and/or the employee's spouse or Civil Union partner for support.
  - f. Is less than twenty-five (25) years of age.

**Section 17.7 - Employee Assistance Program:** The College shall make available to all full-time employees, spouses, and dependent family members, an employee assistance program. The program shall provide confidential professional assistance in the form of a personal evaluation interview to identify the nature of the concern and possible methods of resolution of persistent behavioral, personal, emotional or medical problems.

**Section 17.8 - Payroll Deductions:** Upon written authorization from an employee, the Board shall deduct from the employee's compensation for one or more of the following:

- A. Credit Union;
- B. Tax Sheltered Annuity 403(b); for the 2019-2020 contract year the Highland Board will match up to \$575 of 403(b) contribution per employee; Tax Sheltered Annuity 403(b) for the 2019-2020 contract years the Highland Board will match up to \$575 of 403(b) contribution for part-time employees allocated based on the employee's contracted number of weekly hours; Tax Sheltered Annuity 403(b); for the 2020-2021 contract year the Highland Board will match up to \$675 of 403(b) contribution per employee; Tax Sheltered Annuity 403(b) for the 2020-2021 contract year the Highland Board will match up to \$675 of 403(b) contribution for part-time employees allocated based on the employee's contracted number of weekly hours;
- C. Other qualified deductions.

Such authorization shall be submitted no later than ten (10) calendar days prior to the effective payroll.

**Section 17.9 – Planned Retirement:**

- A. Any full-time member may submit an irrevocable written notice of retirement to the Director of Human Resources up to three years in advance of retirement date. Upon acceptance of the retirement by the Board of Trustees, qualified employees will

receive a raise of up to 3% on their base salary for each of the last years of service. The raise will default to an annual 3% if the member's annual earnings are equal or less than the previous year's earnings. If the member's annual earnings otherwise increase in a given year due to circumstances other than this planned retirement program, the retirement program raise will be reduced so that the annual increase equals 3%. Earnings for this purpose of this provision are defined as any earnings used to calculate the Final Rate of Earning (FRE) as defined by SURS.

- B. A member may participate in the Planned Retirement Program for less than three years, but may not exceed three years.
- C. At the discretion of the Board of Trustees, the number of planned resignations may be limited to three custodians, one groundsperson or shipping and receiving clerk, and one maintenance person per year. Should the Board exercise this option, resignations will be accepted on a seniority basis.
- D. To be eligible for the Planned Retirement Program, members must submit an irrevocable written letter of notice of retirement to the Human Resources Director up to three years in advance of their retirement date and meet one of the following criteria at the time the notice of retirement is presented:
  - a. At least 62 years old and 15 years of SURS or any reciprocal pension system service credit; or
  - b. At least 55 years old and 20 years of SURS or any reciprocal system service credit; or
  - c. Any age with 30 years of SURS or any reciprocal systems service credit.
- E. Participation in the Planned Retirement Program will have no effect on the accumulation of accrued unused sick days or the conversion of sick days towards years of service for retirement.
- F. Beginning the fall term of the 2020-2021 academic year, an eligible individual desiring to enroll in the Planned Retirement Program will submit a written notice of retirement at least three weeks prior to the start of when the salary adjustment will occur.
- G. The Planned Retirement Program provision, absent affirmative agreement by the Board and Custodial Maintenance Council, will not automatically continue within the body of this Contract. It is the express intent of the Board that this provision sunset at the expiration of this agreement.

**Section 17.10: Cell Phone Allowance-** The following members: Lead Custodians, Lead Groundsperson, and Maintenance Personnel will receive a \$20 a month stipend for the use of their personal cell phone with the expectation that they may be contacted by coworkers and other administrators and staff. Payment will start the month following the signing of this agreement.



**Section 18.1 - Salaries:**

For the 2019-2020 contract year all employees will receive a \$0.48 per hour pay increase. For the 2020-2021 contract year all employees will receive a \$0.48 pay increase.

If any employee group (Professional, Administrative, Faculty or Support Staff) receives a pay increase over the duration of this contract the union has the right to reopen the contract for salary purposes only.

**Section 18.2 – Starting Pay/Range:**

	<b>2019-2020</b>
<u>Group I</u> Custodian	\$10.00
<u>Group II</u> Receiving/Shipping/Warehouse Clerk, Groundsperson Assistant	Range of \$11.71-\$12.00
<u>Group III</u> Groundsperson, Maintenance Mechanic	Range of \$14.26-\$15.74

**Section 18.2 - Starting Pay/Range:**

	<b>2020-2021</b>
<u>Group I</u> Custodian	\$11.00 part time \$11.00-11.50 full time
<u>Group II</u> Receiving/Shipping/Warehouse Clerk, Groundsperson Assistant	Range of \$12.00-\$12.50
<u>Group III</u> Groundsperson, Maintenance Mechanic	Range of \$15.00-\$17.00

**Section 18.3 - Shift Premium and Lead Custodian Premium Differential:** An employee who regularly works any second or third shift schedule or whose regular assignment includes Saturdays or Sundays shall receive thirty-five cents (\$.35) per hour shift premium for that Saturday or Sunday. The shift premium shall be added to each employee's hourly rate of pay.

An employee who has been assigned as a lead custodian shall receive one dollar and ten cents (\$1.10) per hour lead custodian premium. In addition, an employee assigned as a lead custodian who regularly works any second or third shift schedule or whose regular assignment includes Saturdays or Sundays shall also receive thirty-five cents (\$.35) per hour shift premium for that Saturday or Sunday. The shift premium shall be added to each employee's hourly rate of pay.

**Section 18.4 - Incentive for Obtaining New Skill:** Those individuals included in Group III and the Groundsperson Assistant from Group II will be eligible for an increase in pay ranging from sixty cents per hour (\$.60) to one dollar per hour (\$1.00) upon obtaining a new skill that is useful in their position at the College or upon obtaining licensing (i.e. CFC License, Pesticide Applicator's License, Pool Operator's License, Electrician's Certification, etc.). Eligibility for this increase will be determined by the Director of Facilities and Safety.

## **ARTICLE XIX - DURATION AND RELATED CAUSES**

**Section 19.1 - Duration:** This Agreement shall be in effect as of July 1, 2019 and shall continue in full force and effect until 12:00 a.m. (midnight) June 30, 2021.

**Section 19.2 - Separability:** Should any article, section or clause of this Agreement be declared illegal by a forum of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent it violates the law and upon the request of either party, negotiations may be renewed to consider the impact thereof. The remaining articles, sections, and clauses shall remain in full force and effect.

**HIGHLAND CUSTODIAL &  
MAINTENANCE COUNCIL, LOCAL 1957**

**HIGHLAND COMMUNITY COLLEGE  
DISTRICT 519**

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**President of the Union**

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**Chairman of the Board**

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**Secretary of the Union**

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**President of the College**

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**Union Negotiations Chairperson**

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**Board Negotiations Chairperson**

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**Date Signed**

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**Date Signed**