

**AGENDA ITEM #XV-B-1  
NOVEMBER 22, 2022  
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 Years 2023 – 2025 (July 1, 2022 through June 30, 2025).

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

Key financial items include the following:

1. An increase in the 403(b) contribution from \$775 to \$875 (FY23), \$975 (FY24), and \$1,075 (FY25).
2. Salary increases would mainly align with the Human Resources market study data chart presented during negotiations. The College has several Custodial and Maintenance members behind the market and well below the upcoming change to minimum wage. There are currently 17 Custodial and Maintenance members with a pay range of \$12.10-\$18.21. For FY23 their range will now be \$15.00-\$21.14.
  - a. FY23 salary increases vary per person
  - b. FY24 salary increase of 2.5%
  - c. FY25 salary increase of 2.5%

**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, 2022 THROUGH JUNE 30, 2025**

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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:****A. Union Dues**

Upon receipt of written authorization signed by an employee, the College agrees to deduct fees and monthly Union dues from the pay of each such employee in the amount and manner prescribed and shall remit same to the Union within ten (10) days from its collection. The amounts to be deducted shall be certified to the College by the Treasurer of the Union. Authorized annual dues will be pro-rated to conform to the annual pay schedule of the College absent direction to the contrary from the Union.

Requests by an Employee directing that any such deduction be stopped, submitted to the College, shall be conveyed by the College to the Union for processing. Deduction will continue until such time as the issue is resolved between the employee and formal notice to cease is given by the Union, a Court, or by Arbitration decision.

The Union shall indemnify and hold harmless the College from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article.

**B. FOIA**

The Local Union Representative shall be given notice via email or delivery via inter-college mail, within three (3) working days of the College's receipt of a Freedom of Information Act (FOIA) request, where such request seeks a member of the bargaining unit's home email or personal cellular number, or asking for a list of all dues-paying members of the Union. The giving of notice shall not interfere with any responsibility that the College has to comply with FOIA.

**C. New Employee Outreach**

Upon request by the Union Representative time may be reserved to meet with a newly hired employee to discuss contract administration. The Union agrees to schedule such time to minimize interruption with the work day. The allocated time shall not exceed sixty minutes and is to occur within the first sixty (60) days of employment.

**D. (New Section) Non-Association Member Dues**

The College shall, upon the written authorization of a member of the bargaining unit, withhold from his/her compensation any dues, payments or contributions specified by the member to be payable to the Association. Any such authorization shall be processed consistent with the same manner as authorizations received from members of the union. If the College receives written direction from the individual to cease withholding, the College will do so at the next regularly scheduled payroll period and inform the Union Representative of the same.



**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 they 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 their designee shall develop or maintain a job description for each position covered by this Agreement. The President or their designee shall provide each employee with a copy of their job description and all amendments at the time of hire and annually upon the request of the member.

**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 once every other year by their 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 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 their formal written evaluation is incomplete, inaccurate or unjust, the employee may put their objections in writing within fourteen (14) calendar days after receipt of said evaluation. Both the employee and evaluator shall date and sign 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 the written objection. The written objection shall accompany the written evaluation.

**Section 7.5 - Personnel File Copy:** All formal written evaluations and any 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 their 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 their 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 their Union representative have the right to be present at all steps of the grievance process.
- E. **Copies:** At the request of the grievant or their 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 their 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 they are 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 their supervisor to discuss unacceptable performance or behaviors. The supervisor shall inform the employee of their 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 their 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, they 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 they 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 Director 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 their 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 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 College to any employee who has at least one (1) year service in the College if, in the opinion of the College, such leave would serve the best interest of the College and the employee. These leaves of absence shall be granted with the following conditions:

For the following purposes, an employee is eligible for a leave of absence:

- a. Without salary for a personal reason which involves travel, study, or research;
- b. For their personal illness or injury, maternity/paternity, or to care for a spouse or dependent who is ill or injured (use of accumulated unused leave time must be taken concurrently with this leave);
- c. Without salary for any other reason determined to be at the convenience of the College.

**Insurance Rights:** Leave of absence may be granted to any employee normally after completion of one year of employment.

If leave of absence for illness or injury is FMLA qualified, leave time under FMLA policy 4.131 will be followed first. The College may require periodic recertification by an employee's medical care provider, or the medical provider of the spouse or dependent, when the College in its discretion deems recertification is warranted.

A leave of absence normally does not exceed twelve (12) consecutive calendar months. The College will make every effort to guarantee the same or similar job at the end of the leave, unless the job itself is abolished during the period of leave.

At its discretion, the College may require an employee taking an approved leave of absence to periodically report on his or her status and intention to return to work. Failure to return required documentation, respond to communication requests or failure to return to work at the end of an approved leave of absence will be considered to be a resignation.

If an absence falls under a. or c., above, an employee currently enrolled in the College health/dental and/or life insurance plan may continue participation in those insurances by paying 100% of the monthly premium amounts to the Human Resources Office. During a leave of absence under b., above, Highland will continue to pay the employer portion of the health/dental and basic life premium amounts. If leave for maternity/paternity extends past

twelve weeks (inclusive of FMLA qualified time), the employee will be responsible for 100% of the premium amounts. Employees with ten or more years of continuous service to the College who are on an unpaid leave of absence due to personal illness or injury will have health, dental (if enrolled) and basic life insurance premiums waived for six months or the period of the leave, whichever is less. Employees with fifteen or more years of continuous service to the College who are on an unpaid leave of absence due to personal illness or injury will have health, dental (if enrolled) and basic life insurance premiums waived for twelve months or the period of the leave, whichever is less.

- A. Duration of Leave: The leave of absence will not normally exceed twelve (12) consecutive months.
- B. Guarantees: The College will guarantee the same or similar job at the end of the leave unless the job has been eliminated during that time.
- C. No Break in Service: The employee shall not suffer a break in continuous service.
- D. 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.
- E. 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 College may grant family or medical leave of absence, or both, for eligible employees for up to 12 weeks per year (52 consecutive weeks). For purposes of this policy, the family or medical leave year will commence on the first day that family or medical leave is taken. FMLA also provides military caregiver leave for up to 26 weeks during a "single 12-month period" for the care of a covered service member with a serious injury or illness. A leave taken under this policy must be a qualified leave reason as defined below.

A. Qualified Leave Reasons:

The college will grant FMLA leave to eligible employees for the following reasons:



1. The employee's serious health condition which is defined as:
  - a. an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider; and
  - b. the condition prevents the employee from performing the essential functions of the employee's job.
2. Pregnancy or pregnancy-related conditions that prevent the employee from performing the essential functions of her position.
3. The birth of a child and to bond with the newborn child within one year of birth.
4. Placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement.
5. Care of the employee's spouse, child, or parent with a serious health condition which is defined as:
  - a. an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition; and
  - b. the condition prevents the qualified family member from participating in school or other daily activities.
6. A "qualifying exigency" relating to the active-duty status or call to active-duty in the National Guard or Reserves of a spouse, son, daughter, or parent of the employee.

Qualifying exigencies include:

  - a. short-notice deployment (i.e., seven or less days of notice) for up to seven days;
  - b. military events and related activities;
  - c. to arrange for childcare, or provide childcare on an urgent basis, or for school activities;
  - d. to make financial or legal arrangements;
  - e. to attend counseling;
  - f. to spend time with the service member while on short-term leave for up to five days;
  - g. for post-deployment activities for a period of 90 days following the termination of the covered military member's active duty status; and
  - h. other events that the employee and college agree is a qualifying exigency.
7. Care is required for a child, parent, spouse or next of kin who is a member of the armed forces, including a member of the National Guard or Reserves,

who is undergoing medical treatment, recuperation, or therapy, or is otherwise in outpatient status on the temporary disability retired list as a result of a serious injury or illness incurred in the line of duty on active. A serious injury or illness may also result from the aggravation of a pre-existing condition in the line of duty on active duty. A serious injury or illness is defined as one that may render the service member medically unfit to perform the duties of the member's office, grade, rank or rating.

8. Care is required for a child, parent, spouse or next of kin who is a recent veteran as a result of a serious injury or illness incurred in the line of duty on active. The veteran's discharge must have been other than dishonorable and occurred within a five-year period prior to the date the leave is to begin. Serious injury or illness is defined for a veteran as:

- a. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the servicemember's office, grade, rank, or rating; or
- b. a physical or mental condition for which the veteran has received a U.S.

Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50% or more and the need for care is related to that condition; or

- c. a physical or mental condition because of a disability or disabilities related to military service that substantially impairs the veteran's ability to work, or would do so absent treatment; or
- d. an injury for which the veteran is enrolled in the Department of Veterans' Affairs Program of Comprehensive Assistance for Family Caregivers.

Civil union partners and domestic partners are not covered under Federal law and therefore are excluded from this policy.

**B. Compensation and Benefits During Family and Medical Leave:**

1. Unused leave days (sick leave, compensatory, vacation, personal days) must be used concurrently with FMLA.
2. An approved leave of absence pursuant to this policy will not, however, result in the loss of any employment benefit that may have accrued before the date the leave of absence started. During the period of any unpaid leave of absence under this policy, an employee must arrange with the College's Human Resources Office to pay the premium contributions for continuation of his or her group insurance coverages, if applicable. Responsibility for payment of any obligations previously deducted from regular biweekly pay checks, such as payroll deductions for LTD, 403(b), YMCA, Foundation contribution, union dues, etc., rests with the employee.

C. Eligibility for Family and Medical Leave of Absence:

1. To be eligible for a leave of absence under this policy, an employee must have been employed by the College for at least 12 months and must have worked at least 1,000 hours during the 12-month period preceding the commencement of the leave of absence. Thus, new employees and most part-time employees are not entitled to family or medical leave of absence.

D. Application for Leave/Notice by Employee:

1. Any employee who desires a leave of absence pursuant to this policy must notify the Human Resources Office as soon as practicable.

2. A leave of absence pursuant to this policy may be taken by an employee on an intermittent (rather than on an uninterrupted) basis or on a reduced schedule if medically necessary and as a result of an employee's serious health condition or that of his or her spouse, child, or parent. Leave due to qualifying exigencies may also be taken on an intermittent basis. The College may consider requests for intermittent or reduced leave in conjunction with the birth, adoption or foster placement of a child, but the College is not obligated to grant such requests and will do so based on the supervisor's discretion.

E. Certification Procedure (non-military):

1. Every request for a Leave of Absence pursuant to this policy must include completion of the appropriate certification document and delivery of any required supporting documents (except when the reason for the requested leave of absence is the birth of a child or the placement of a child for adoption or foster care).

2. To request leave for an employee's own serious health condition, form WH-380-E must be completed by the employee's health care provider. The employee must submit the written medical certification ***within 15 calendar days of the date the certification is requested by Highland.***

3. In its discretion, and at its own expense, the College may require a second medical opinion after an employee submits a medical certification. If the second medical opinion differs from the original medical certification, the College may require the employee to submit to examination by a third physician, the identity of whom will be agreed upon by the College and the employee requesting the leave of absence. The College may require

periodic recertification by an employee's medical care provider when the College in its discretion deems recertification is warranted.

4. To request leave for the serious health condition of a qualified family member, form WH-380-F must be completed by the employee and the family member's health care provider. The employee must submit the written medical certification ***within 15 calendar days of the date the certification is requested by Highland.***

5. FMLA certification forms are available in Human Resources.

F. Certification Procedures (military caregiver or qualified exigency):

1. Every request for a Leave of Absence pursuant to this policy must include completion of the appropriate certification document and delivery of any required supporting documents.

2. To request leave for a "qualifying exigency" due to a spouse, son, daughter or parent's active duty service, an employee is required to complete form WH-384 and submit the form along with supporting documents ***within 15 calendar days of the date the certification is requested by Highland.***

3. To request leave to care for an injured service member (defined as spouse, child, parent or "next of kin") form WH-385 must be completed by the employee and the family member's health care provider. The employee must submit the written medical certification ***within 15 calendar days of the date the certification is requested by Highland.***

4. FMLA certification forms are available in Human Resources.

G. Approval/Denial of Leave:

1. Once the College is aware of the request for FMLA, a "Notice of Eligibility and Rights and Responsibilities" form will be provided to the employee to establish eligibility and request additional documentation, if necessary, to determine whether the leave qualifies under FMLA. Once sufficient documentation is provided, the College will designate the requested leave accordingly within five business days through the "Designation Notice" form, absent extenuating circumstances.

H. Conditions of Family and Medical Leave of Absence:

The following conditions apply to a leave of absence pursuant to this policy:



1. In its discretion, the College may require an employee taking an approved leave of absence to periodically report on his or her status and intention to return to work.
2. The College may contact the provider to authenticate or clarify information contained in the medical certification. Additionally, the College may contact the appropriate unit of the Department of Defense to confirm that the covered military member is on active duty or call to active duty status.
3. An employee taking an approved leave of absence may not work for another employer performing the same or similar duties that the employee's medical certification form states he or she is unable to perform. If an employee engages in the same or similar duties for another employer that have been restricted by a medical provider during the leave of absence, the employee will be considered to have violated the terms of the leave of absence, and to have voluntarily terminated his or her employment with the College.
4. If an employee is granted a leave of absence on an intermittent basis or on a reduced schedule basis, the College may require the employee to temporarily transfer to an alternative position that accommodates the employee's recurring absences or part-time schedule.
5. Spouses that are both employed by the College are entitled to 12 weeks of leave in total, rather than 12 weeks leave of absence each (or 26 weeks in total in the case of caring for a covered service member) if the leave is for the birth or care of a child, the placement of a child for adoption or foster, or a qualifying military exigency.
6. If at the time of applying for a leave of absence or during the leave of absence the employee intends not to return to work or decides not to return to work after completion of the leave of absence the employee will be liable to and required to reimburse the College for the cost of payments made to maintain the employee's benefits during an unpaid portion of the leave of absence, unless the failure to return to work was due to the recurrence or onset of a serious health condition, or was otherwise beyond the employee's control. If the employee decides not to return to work, they have the ability to continue any health insurance coverage for 18 months from the date benefits are terminated under COBRA.
7. Engaging in fraud, misrepresentation or providing false information to the College or any health care provider is prohibited. If an employee is found to

have engaged in this behavior, they may be subject to discipline, up to and including termination. If the employee is terminated, the employee would not be eligible to continue health insurance under COBRA.

**I. Conditions if on FMLA to Care for Injured Service Member under National Defense Authorization Act:**

1. The law provides that leave taken under this section is only available during a single 12-month period. Additionally, employees who utilize this provision are eligible for a combined total of 26 weeks of FMLA leave. For example, an employee who, in a single 12-month period, has already taken 12 weeks of FMLA leave for the birth of a child would be entitled to only 14 additional weeks to care for a "covered service member." When both husband and wife work for the same employer, the total amount of available leave to which both are entitled is limited to a combined total of 26 workweeks. In addition, the provisions under numbers H1, 2, 3, 4, 6 and 7 above apply to this section.

**J. Return From an Approved Family and Medical Leave of Absence:**

1. Upon returning from an approved leave of absence granted as a result of an employee's own serious health condition, an employee must present written medical certification from his or her medical care provider stating that he or she is able to perform the essential functions of his or her job with or without reasonable accommodation. At that time, the College will place the employee in his or her former position. If the former position is not available, the employee will be placed in an equivalent position with equivalent compensation and benefits. If an employee does not return to work on the agreed upon date, the employee will be considered to have voluntarily terminated his or her employment. If leave extends beyond 12 weeks, the employee can request leave under policy 4.13 (Leave of Absence).

With respect to "highly paid" or "key" employees, there may be circumstances where no positions are available upon the expiration of his or her leave of absence. In such circumstances, the employee will be terminated from the College. A "key" or "highly paid" employee is a salaried Highland employee who is among the highest paid 10 percent of those Highland employees (salaried or hourly) working within 75 miles of the College location at which the employee is assigned.

**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.

#### **Leave of Absence—Full-Time Employees**

The College may grant a leave of absence if, in the opinion of the College, such a leave would serve the best interest of the College and the employee.

For the following purposes, an employee is eligible for a leave of absence:

- a. Without salary for a personal reason which involves travel, study, or research;
- b. For their personal illness or injury, maternity/paternity, or to care for a spouse or dependent who is ill or injured (use of accumulated unused leave time must be taken concurrently with this leave);
- c. Without salary for any other reason determined to be at the convenience of the College.

Leave of absence may be granted to any employee normally after completion of one year of employment.

If leave of absence for illness or injury is FMLA qualified, leave time under FMLA policy 4.131 will be followed first. The College may require periodic recertification by an employee's medical care provider, or the medical provider of the spouse or dependent, when the College in its discretion deems recertification is warranted.

A leave of absence normally does not exceed twelve (12) consecutive calendar months. The College will make every effort to guarantee the same or similar job at the end of the leave, unless the job itself is abolished during the period of leave.

At its discretion, the College may require an employee taking an approved leave of absence to periodically report on his or her status and intention to return to work. Failure to return required documentation, respond to communication requests or failure to return to work at the end of an approved leave of absence will be considered to be a resignation.

If an absence falls under a. or c., above, an employee currently enrolled in the College health/dental and/or life insurance plan may continue participation in

those insurances by paying 100% of the monthly premium amounts to the Human Resources Office. During a leave of absence under b., above, Highland will continue to pay the employer portion of the health/dental and basic life premium amounts. If leave for maternity/paternity extends past twelve weeks (inclusive of FMLA qualified time), the employee will be responsible for 100% of the premium amounts. Employees with ten or more years of continuous service to the College who are on an unpaid leave of absence due to personal illness or injury will have health, dental (if enrolled) and basic life insurance premiums waived for six months or the period of the leave, whichever is less. Employees with fifteen or more years of continuous service to the College who are on an unpaid leave of absence due to personal illness or injury will have health, dental (if enrolled) and basic life insurance premiums waived for twelve months or the period of the leave, whichever is less. All other fringe benefits and credit for employment will be forfeited for only the period of "on leave without pay." When and if the recipient is reinstated, according to policy, the individual will receive credit for employment previous to the leave for purposes of salary placement.

If the College learns that an employee does not intend to return to work after completion of the approved leave of absence, the employee will be liable to and required to reimburse the College for the cost of payments made, if any, to maintain the employee's benefits during the leave of absence, unless the reason not to come back is out of the employee's control. If the employee decides not to return to work, they have the ability to continue health insurance coverage for 18 months from the date benefits are terminated.

## **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 their assignment. The employee has the responsibility for obtaining permission from the immediate supervisor before accepting a position which might conflict with their 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. The employee will be paid their 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 emergencies, overtime will be based on the actual times of the closure. If unable to report to work, the employee will contact their 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, they will initiate reclassification of the position. The Director of Facilities and Safety shall meet with the Union, the employee, and their 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 (1½) 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 (1½) 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 their normal workday, they will be paid at the overtime rate for the time worked before their shift begins. In addition, they will be permitted to work until the end of their 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
16. Juneteenth

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 ten (10) vacation days into the next fiscal year. These carry-over days must be used during the first six (6) months of that fiscal year.

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 of flexible saving account 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 their 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 Waivers:**

##### **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 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 FY 23 contract year the Highland Board will match up to \$875 of 403(b) contribution per employee; Tax Sheltered Annuity 403(b) for the FY24 contract years the Highland Board will match up to \$975 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 FY 25 contract year the Highland Board will match up to \$1,075 of 403(b) contribution per employee;
- 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.

**Section 17.10: Cell Phone Allowance-** The following members: Lead Custodians, Lead Groundsperson, and Maintenance Personnel will receive in FY23, \$25, in FY 24, \$30 and for FY 25, \$35 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 FY 23 each employee has an individualized salary increase, per agreed upon salary schedule presented by the college on 11-2-22.

For FY 24 all employees will receive a 2.5% salary increase.

\*Brian Lang "Groundsperson" will receive a 3.14% increase. This is a leftover amount from previous related Market Study and written MOU between the college and C/M group. See below.

**Memorandum of Understanding**

**The College and Union would agree, according to the chart shared with the Union on 9/16/21, the five employees that would make the recommended percent% FTE over 6% would be guaranteed the percentage over 6% in the next contract. The Union would still have the right to negotiate higher wages for the five employees.**

- |                          |  |
|--------------------------|--|
| 1. Custodian.            | 6.88% start negotiating at .88%.       |
| 2. Custodian.            | 6.36% start negotiating at .36%        |
| <b>3. Groundsperson.</b> | <b>15.14% start negotiating at 6%.</b> |
| 4. Custodian.            | 6.73% start negotiating at .73%.       |
| 5. Maintenance Mechanic. | 9.71% start at 3.71%.                  |

For FY 25 all employees will receive a 2.5% salary 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:**

The past starting pay ranges would go away and be replaced with the Human Resources wage data study report.

**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 New Skill, Advanced Skill, or Certification:**

Any member of the C/M group will be eligible for a pay differential ranging from sixty cents per hour (\$.60) to one dollar per hour (\$1.00) upon demonstrating proficiency in a new skill, an advanced level of a skill, or holding a current license/certification, that is both useful in their duties at the college and is beneficial to the college that is considered beyond minimum requirements of the position. If a skill is no longer exercised, a certification/license has lapsed, or if a member transfers to a position where that particular skill is no longer useful in their duties, they will no longer be eligible for the pay differential. Eligibility for this increase will be determined by the Director of Facilities and Safety.

**Section 18.5- Receiving/Shipping/Warehouse Clerk Coverage:**

Two employees from the Maintenance Department (typically one Grounds and one Maintenance person) will be chosen by the Director of Facilities and Safety to perform the duties of the Receiving/Shipping/Warehouse Clerk during an absence or vacancy in the Receiving/Shipping/Warehouse Clerk position. Those employees shall each be paid a \$.60 per hour differential during the normal work hours on days when they spend a majority of their shift performing the duties of the Receiving/Shipping/Warehouse Clerk. The differential shall include days spent being trained or training other employees in the position of Receiving/Shipping/Warehouse Clerk.

**ARTICLE XIX - DURATION AND RELATED CAUSES**

**Section 19.1 - Duration:** This Agreement shall be in effect as of July 1, 2022 and shall continue in full force and effect until 12:00 a.m. (midnight) June 30, 2025.

**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**



**AGENDA ITEM #XV-B-2  
NOVEMBER 22, 2022  
HIGHLAND COMMUNITY COLLEGE BOARD**

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN  
HIGHLAND COMMUNITY COLLEGE (BOARD OF TRUSTEES) AND  
HIGHLAND COMMUNITY COLLEGE FACULTY SENATE, AFFILIATED WITH  
AFT/IFT LOCAL 1957 REGARDING EXTENSION OF  
ACADEMIC TECHNOLOGY RESOURCES VACANCY INTERIM PLAN**

**RECOMMENDATION OF THE PRESIDENT:** It is recommended that the Highland Community College Board approves the attached Memorandum of Understanding between Highland Community College (Board of Trustees) and Highland Community College Faculty Senate, affiliated with AFT/IFT Local 1957 extending the interim plan for the Coordinator of Academic Technology Resources due to a continued vacancy. It is further recommended that Mr. Michael Skwara, User Services Librarian/Coordinator of Learning Management System, continues to serve as a temporary replacement for the Coordinator, Academic Technology Resources position, provide mentoring and training to the new person, and receive six hours of overload pay through March 17, 2022.

**BACKGROUND:** With the departure of the full-time Coordinator, Academic Technology Resources in December 2021, many of the position's responsibilities transitioned to Michael Skwara, User Services Librarian/Coordinator of Learning Management System. The attached agreement outlines the responsibilities and compensation while Mr. Skwara continues to fulfill these responsibilities on a temporary basis and provides mentoring and training to the new person.

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

**Memorandum of Agreement**  
**Between**  
**Highland Community College**  
**and**  
**Illinois Federation of Teachers, AFT, AFL-CIO; Local 1957,**  
**Highland Community College Faculty Senate**

November 22, 2022

**ISSUE:**

This Memorandum of Agreement is entered into by the parties to temporarily extend the June 28, 2022 Memorandum of Agreement that clarified and codified the increased responsibilities currently being assumed by User Services Librarian/Coordinator of Learning Management System, Michael Skwara. The June 28, 2022 Memorandum of Agreement is set to expire on December 16, 2022.

**BACKGROUND:**

Effective December 8, 2021, Highland Community College has been without a full-time Coordinator, Academic Technology Resources. In response and since that time, User Services Librarian/Coordinator of Learning Management System, Michael Skwara, took on the bulk of responsibilities and duties that were previously attributed to the Coordinator, Academic Technology Resources. The revised duties and structure of the Coordinator, Academic Technology Resources are being finalized and the College will soon launch the search process for a permanent position.

**AGREEMENT:**

1. User Services Librarian/Coordinator of Learning Management System, Michael Skwara, will continue to serve as a temporary replacement for the Coordinator, Academic Technology Resources position and provide mentoring and training for the new person from December 19, 2022 through March 17, 2023.
2. Skwara will receive compensation amounting to six (6) hours of overload pay for the duration of his work in this position.
3. Both parties understand that the circumstances surrounding this agreement are unique and do not constitute a precedent for future negotiations.

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*Board Chair / date*

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*Faculty Senate President / date*