

AGREEMENT BETWEEN
WILLIAM RAINEY HARPER COLLEGE
AND
HARPER 512 ASSOCIATION, IEA-NEA
1999/2002

June 1999

AGREEMENT

This Agreement is entered into by and between the BOARD OF COMMUNITY COLLEGE DISTRICT NO. 512, COUNTY OF COOK, LAKE, KANE AND MCHENRY AND STATE OF ILLINOIS (hereinafter referred to as the "Board") and HARPER 512 ASSOCIATION, IEA-NEA, (hereinafter referred to as the "Union").

Article I. Recognition

1.1 The Board recognizes the Harper 512 Association, IEA-NEA as the exclusive collective bargaining representative for the full-time and part-time employees in the following classifications: Painter, Custodian, Maintenance Helper, Equipment Mechanic, Groundskeeper, Maintenance Mechanic, HVAC Mechanic Operator, Warehouse/Driver, and Utilities Mechanic. These classifications shall not be arbitrarily altered during the term of the Agreement. This Agreement shall apply to other classifications which may be established within the scope of duties now and historically included within the list of the classifications.

Supervisors, professional employees, temporary employees, guards and all other employees shall be excluded from the bargaining unit. As used herein, "part-time" shall mean an employee who shall be regularly employed less than forty (40) hours per week and "temporary" shall mean an employee who shall be regularly employed less than ninety (90) continuous workdays. The definition of the term "supervisor" shall be as defined in the Illinois Educational Labor Relations Act. As used hereinafter the term "employee" shall be limited to the employees in this bargaining unit. Nothing herein shall be construed as to preclude membership in the Union by any person employed by the Board.

1.2 This Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee for the purpose of hearing the views and proposals of such employee. However, it is understood that the Union is the exclusive bargaining agent of the employees in the bargaining unit described in Section 1.1. No employee, either orally or in writing, shall enter into any agreement or arrangement that is contrary to, or conflicting with the terms and conditions of this Agreement.

1.3 Recognition of the Union as bargaining agent is not intended as a guarantee, implicit or implied, that any work currently or subsequently performed by employees covered by this Agreement shall continue to be performed by these employees or as a guarantee of employment to any employee.

Article II. Dues Deduction - Fair Share

- 2.1 The Board shall deduct regular Union dues from the pay of each employee who has authorized the same in writing such to be effective no later than thirty (30) calendar days after receipt of such authorization. The Board shall transmit such dues no less often than monthly to the Secretary-Treasurer of the Union or designee. An employee's authorization shall be deemed revoked upon the termination of employment, and any revocation of authorization consistent with the terms of the authorization shall be implemented no later than thirty (30) calendar days after its receipt by the Board. Upon revocation of authorization, the Board shall make a final deduction pursuant to the terms of the authorization.
- 2.2 Dues authorization forms shall be furnished by the Union.
- 2.3 The Union agrees to indemnify and hold the College, the Board of Trustees, its members, agents and employees harmless against any and all claims, suits, orders or judgments brought or issued, against the College as a result of an action taken or not taken by the College under the provisions of this Section.
- 2.4 The Board agrees to notify the Union of the names of new employees no later than thirty (30) calendar days after employment of such employee shall commence.
- 2.5 It is recognized that the Union's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and contract administration which appropriately are shared by all employees who are beneficiaries of this Agreement. To this end, if an employee does not join the Union or execute a dues deduction authorization within fourteen (14) days after posting of the notice required in subparagraph (b), the Board shall deduct a sum equivalent to the proportionate share of the costs of the services rendered by the Union for collective bargaining and contract administration in its role as the sole and exclusive bargaining agent in equal payments from the regular salary check of the employee in the same manner as it deducts dues for members of the Union provided:
- (a) The Union has posted the appropriate notices of imposition of such Fair Share fee in accordance with the rules and regulations of the IELRB; and
 - (b) The Union has annually certified in writing to the Board the amount of such Fair Share fee and has annually certified in writing to the Board that such notice has been posted.
- 2.6 The Board shall begin such Fair Share fee deduction no earlier than fourteen (14) days (or any later period as required by the Rules and Regulations of the IELRB) after certification by the Union as described in subparagraph (b) of paragraph 1 of this Article.

- 2.7 The Union and Harper 512 Association, IEA-NEA, agree to defend, indemnify, and save the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the Union or the Board in complying with the provisions of this Section, including reimbursement for any legal fees or expenses incurred in connection therewith.
- 2.8 In the event an employee objects to the amount of such fee, the Board shall continue to deduct the fee and the Board shall transmit the fee (or the portion of the fee in dispute) to the IELRB which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit such fee to the IELRB until further order of the Board. If the employee is entitled to a refund, the employee shall receive such refund, plus any interest earned on the refund during pendency of the action.
- 2.9 If an employee declares the right of non-association based upon bona fide religious tenets or teaching of a church or religious body of which the employee is a member, such employee shall be required to pay an amount equal to the employee's proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.
- 2.10 Anything in this Section or in this Agreement to the contrary notwithstanding, this Fair Share provision shall not be effective prior to May 23, 1989, and at that date shall be effective only as to new employees and as to employees who are on that date members of the Union.

Article III. Non-Discrimination

- 3.1 There shall be no discrimination against any employee for Union activity.
- 3.2 No non-probationary employee shall be discharged or otherwise disciplined without just cause.

Article IV. Board Rights

- 4.1 The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the College District conferred upon and vested in it by the Statutes and Constitution of the State of Illinois and the United States, including the responsibility for maintaining executive management and administrative control of the College District and its properties and facilities and the activities of its employees as related to the conduct of College affairs.
- 4.2 The Board shall retain the sole right and authority to operate and direct the affairs of the College, including, but not limited to, all rights and authority

exercised by the Board prior to the execution of this Agreement. Among the rights retained by the Board are the rights, subject to the other provisions of this Agreement:

- to select (hire, promote, demote, transfer, and terminate) the working forces in accordance with the requirements determined by the Board;
- to direct, plan, and control operations;
- to determine the operations to be conducted at the College and by the employees covered by this Agreement;
- to introduce new equipment, machinery, or processes, and to change or eliminate existing equipment, machinery, or processes;
- to subcontract any or all of the operations performed by the employees covered by this Agreement, subject to the grievance procedure;
- to lay off, terminate, discharge, discipline, or otherwise relieve employees from duty for lack of work or other causes;
- to direct and control the work force;
- to establish rules governing employment and working conditions, if not inconsistent with the Agreement;
- to determine the size of the work force, including the number of employees assigned to any particular operation;
- to determine the work pace and work performance levels, subject to the provisions of this Agreement;
- to establish, change, combine, or abolish job classifications and the job content of any classification;
- to determine the length of the workweek, and when overtime shall be worked; to delegate authority to exercise these rights to the College administration.

All other rights of management are also expressly reserved, even though not enumerated above, unless they are limited by the specific and explicit terms of some other provision of this Agreement and then only to the extent that such specific and express terms are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois Community College Act or any other national, state, county, district or local laws or regulations as they pertain to education.

- 4.3 The Board shall distribute the workload as equitably as practicable among the employees so that no undue hardship shall be placed on any employee.

Article V. No Strikes

- 5.1 It is agreed that during the term of this Agreement the Union will not recommend, authorize, engage or assist in a strike against the Board, except as permitted in the Illinois Educational Labor Relations Act.

Article VI. Grievances

- 6.1 For purposes of this Agreement, a grievance is defined as an allegation by an employee or the Union that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement.

All time limits consist of work days - Monday through Friday.

- 6.2 The Board and the Union hereto acknowledge that it is usually most desirable for an employee and the supervisor to resolve a problem through free and informal communication. Accordingly, the parties shall attempt to informally resolve any grievance herein defined. However, if the informal process fails to satisfy the grievant, a grievance may be processed as follows:

Step 1: The employee or the Union may present the grievance in writing indicating the article and section violated and the remedy sought to the immediate supervisor within ten (10) days of the incident. The supervisor will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant, the Union's representative if desired by the employee, and the supervisor shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Union shall be provided with the supervisor's written response including the reasons for the decision. If the supervisor does not respond in a timely manner, the grievance may be advanced to the next step of the grievance procedure.

Step 2: If the grievance is not resolved at Step 1, then the grievant and/or the Union may refer the grievance to the Director of Physical Plant or his official designee within ten (10) days after receipt of the Step 1 response or within ten (10) days after the Step 1 meeting, whichever is later. The Director of Physical Plant shall arrange with the Union representative for a meeting to take place within ten (10) days of the appeal. Within ten (10) days of the meeting, the Union shall be provided with the Director of Physical Plant's written response including the reasons for the decision. If the Director of Physical Plant does not respond in a timely manner, the grievance may be advanced to the next step of the grievance procedure.

Step 3: If the grievance is not resolved at Step 2, then the grievant and/or the Union may refer the grievance to the Vice President of Administrative Services or his official designee within ten (10) days after receipt of the Step 2 response or within ten (10) days after the Step 2 meeting, whichever is later. The Vice President of Administrative Services or his official designee shall

arrange with the Union representative for a meeting to take place within ten (10) days of the Vice President of Administrative Services' or his official designee's receipt of the appeal. Within ten (10) days of the meeting, the Union shall be provided with the Vice President's, or his official designee's written response including the reasons for the decision. If the Vice President or his official designee does not respond in a timely manner, the grievance may be advanced to the next step of the grievance procedure.

Step 4 - Arbitration: If the grievance is not resolved at Step 3 to the satisfaction of the Union, the grievance may be referred by the Union to binding arbitration by notifying the President of the College within twenty (20) days of receipt of the Vice President's or his official designee's written decision. The Union shall promptly request of the American Arbitration Association (AAA) a panel of qualified arbitrators who are members of the National Academy of Arbitrators from which the parties may make a selection pursuant to the practices of the American Arbitration Association. Selection and notification of an arbitrator and all arbitration proceedings shall conform to the rules and regulations outlined by the AAA. Such proceedings shall take place at the earliest possible date.

The authority of the arbitrator shall be strictly limited to whether there has been a violation, misinterpretation, or misapplication of this Agreement. In making his/her recommendation, the arbitrator shall not add to or enlarge upon this Agreement, and any suggested remedy, if appropriate, shall conform to Illinois law. An arbitrator shall have the authority to order the restoration of employment of a dismissed non-probationary employee only if accompanied by a finding of violation of the employee's substantive rights. The arbitrator in such cases shall reduce any back pay award by any amounts earned (or which reasonably might have been earned) by the employee during the period he/she was not working and by any unemployment compensation earned during such period. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union.

- 6.3 The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any step of the grievance procedure.

Should the attendance at a grievance meeting require that an employee or a Union representative be released from his or her regular duties, he or she shall be released without loss of pay or benefits.

Article VII. Hours of Work, Overtime and Call-Back Pay

- 7.1 The standard workweek shall consist of forty (40) hours exclusive of lunch period. The Board shall meet and confer on an advising basis with the Union when it contemplates alterations in the configuration of the daily work schedule during the summer months.

7.2 The workweek for payroll purposes will commence at the beginning of the first shift on Monday and terminate at the end of the last shift beginning on Sunday. The workday shall be a period of twenty-four (24) consecutive hours commencing with the starting time of the employee's shift. Full-time employees shall be required to work at the regular hourly rate for forty (40) hours per week except during the reduced summer workweek which shall be thirty-two (32) hours. During the time that the College is on the reduced summer workweek, full-time employees shall continue to be paid for a forty (40) hour workweek. Assignments normally will be made Monday through Friday, but if it is necessary for school operation, employees may be assigned to work any other five (5) consecutive days. A permanent change in the workweek assignment will occur through the posting process.

7.3 Overtime premium shall be paid as follows:

- (a) For all hours worked in excess of forty (40) hours in a workweek, one and one-half (1½) times the employee's straight time hourly rate shall be paid.

For all hours worked in excess of thirty-two (32) hours in a workweek during the reduced summer workweek, one and one-half (1½) times the employee's straight time hourly rate shall be paid.

- (b) For all hours worked on Sunday, twice the employee's straight time hourly rate shall be paid, provided this subparagraph shall not be applicable to any employee assigned to work on Sunday as part of their normal workweek. An employee not on a normal Monday through Friday workweek schedule shall be compensated at twice the employee's straight time hourly rate for all hours worked on the seventh (7th) day of the employee's established workweek.
- (c) For all hours worked on holidays, two and one-half (2½) times the employee's straight time hourly rate shall be paid.
- (d) Periods of paid sick leave, personal business leave or leave without pay shall not count as hours worked as regards the application of the overtime premium.

There shall be no pyramiding of overtime premiums. Overtime shall not be paid more than once for the same hours worked.

7.4 All employees who are assigned to work six (6) or more hours in any single day shall be entitled to a lunch period of not less than thirty (30) consecutive minutes. All employees assigned to work six (6) or more hours in a single day shall be entitled to a fifteen (15) minute break at a time prescribed by the Board, and all employees assigned to work eight (8) or more hours in a single day shall receive two (2) such fifteen (15) minute breaks.

- 7.5 If an employee who has completed his/her regular shift and left the College premises is called into work at a time other than his/her regular shift with less than eight (8) hours notice, he/she shall be guaranteed two (2) hours pay at regular overtime rates, provided this section shall not be applicable to an employee called into work immediately prior to his/her regular shift.
- 7.6 Without creating any work ownership, overtime shall be equalized over the course of six (6) months within each department, job classification and shift. The sole remedy for any inequalities in overtime assignment which may arise shall be preference for future overtime assignments. For equalization purposes, if an employee is excused from working overtime, he/she shall be recorded as having worked the overtime from which he/she was excused. Overtime worked on Monday morning by a day shift employee to clear snow shall not be charged to the overtime list. The appropriate supervisor for each department shall maintain and post on a designated bulletin board the record for overtime for all employees in that department.
- 7.7 An employee working the shift during which clocks are set back or advanced, will receive pay for the total actual hours worked.

Article VIII. Seniority

- 8.1 The term "seniority" shall be defined as an employee's length of continuous service with the College in years, months, and days dating from his/her most recent date of hire into the bargaining unit. The relative seniority of employees hired on the same day shall be determined by a flip of the coin.
- 8.2 Each new employee shall be considered as a probationary employee for his/her first ninety (90) days of continuous employment, and will receive no seniority during such period. There shall be no seniority among probationary employees. Grievances may be presented by probationary employees except in connection with their discharge or layoff or discipline. Upon successful completion by an employee of his/her probationary period, his/her seniority date shall revert to his/her last date of hire. The probationary period shall not be extended except in individual instances for good reasons shown, and in no event shall such extension be for more than sixty (60) calendar days.
- 8.3 In the event of a reduction of work force in a job classification lasting more than five (5) consecutive workdays, all probationary employees in the affected department shall be laid off first. If a further reduction is required, the least senior employee(s) in the affected department shall be removed first from such classification provided that the more senior employee(s) shall have relatively equal skill, ability, experience and physical fitness to perform the work to be done.
- 8.4 In the event that a permanent job vacancy develops in a classification, notice of such vacancy shall be posted for a period of five (5) working days during which time non-probationary employees may apply for the vacancy on forms

furnished by the College and available to employees on request. Copies of the posting shall be sent to the president of the Union. As between such employees, where skill, ability and physical fitness are relatively equal, primary consideration shall be given to seniority.

Employees selected to fill vacancies under this Section shall receive a probationary period of up to sixty (60) days. If none of the applicants has the experience to perform satisfactorily the work involved, the College may offer the posted vacancy to a qualified employee who did not apply or hire a new qualified employee for the vacancy. Any employee accepting a promotion pursuant to this Section may not bid on any other posted job within six (6) months from the date of transfer to the new classification. The successful bidder will be transferred to the new classification as soon as practicable, consistent with efficient operations.

If for a period of one (1) calendar year following the lay off of any employee the Board shall determine to employ any person on a regular basis in the department of the affected employee, all laid off employees shall first be re-employed in inverse order of their dismissal before any new persons are employed. Employees on lay off shall retain and accumulate seniority and continuous service during such lay off to the maximum period of one (1) calendar year. A recalled employee who fails to respond affirmatively to such recall within three (3) calendar days after receipt of such notice of recall, or within seven (7) calendar days of mailing of notice of recall to the employee's last known address shall be deemed to have abandoned all claim to such position or to any future right of recall, provided the recalled employee who responds affirmatively may defer his/her return to employment at the College for an additional five (5) calendar days if he/she is then otherwise employed.

8.5 Seniority and the employment relationship shall be terminated when an employee:

- (a) quits;
- (b) is discharged;
- (c) is absent for three (3) consecutive days without notifying the College and furnishing an excuse satisfactory to the College for his/her absence;
- (d) is absent from work for any reason for six (6) calendar months, except if such absence is due to a compensable disability incurred during the course of employment, provided such employee returns to work within thirty (30) days after final payment of statutory compensation for such disability;

- (e) is laid off and fails to report for work within three (3) days after having been recalled by written notice, sent by certified mail, to the employee's last known address on file with the College;
- (f) does not report for work at the termination of an authorized leave of absence;
- (g) falsifies the reason for a leave of absence or a personal business leave or is found to be working during a leave of absence;
- (h) retires.

8.6 If an employee is promoted or transferred to a job outside of the bargaining unit for more than one (1) year and is later transferred back to a job within the bargaining unit, he/she shall be credited with all seniority prior to the promotion.

Article IX. Leaves of Absence

9.1 A regular full-time employee shall have the right to make application for a short-term leave of absence for justifiable reasons. The College will give consideration to the circumstances of each application and will determine whether or not the leave shall be granted. A short-term leave of absence shall not exceed an aggregate period of ten (10) working days for each twelve (12) months of continuous employment, up to a maximum of thirty (30) working days. Application for the leave of absence, and the granting of such leave, shall be in writing. A request for a short-term leave of absence without pay must be approved by the employee's immediate supervisor, the Director of Personnel and the appropriate Vice President. The leave of absence shall be without pay and may be renewed upon written request therefore. The College may require an employee to take a physical examination upon return from a leave of absence, as well as at other times.

The taking of a short-term leave of absence without pay shall not result in loss of seniority or accrued sick leave. Accrued vacation leave shall be paid prior to the commencement of the leave of absence. Upon return to employment from a short-term leave of absence, the employee shall, if possible, be assigned to the same shift as he/she was working prior to the onset of such leave.

9.2 A regular full-time employee shall have the right to make application for a long-term leave of absence for a period of up to one (1) calendar year without pay. A request for such leave must be in writing. The granting of such leave shall be at the sole discretion of the Board of Trustees. Good and sufficient reason for the request must be shown and individual cases will be decided on their own merit. Accrued vacation leave shall be paid prior to the commencement of the leave of absence.

While on such leave, an employee shall be allowed to participate in the college medical, dental and life insurance programs, provided the employee shall make timely advance payments of the full cost due for such insurance to the designated college office. Upon indication that the employee wishes to return, the employee shall be reinstated to the same position and shift he/she was working prior to the onset of such leave should a position be available. If no position is available at the termination of the leave, the provisions of Article 8.5 concerning reinstatement shall apply.

- 9.3 A regular full-time employee who has completed two (2) years of full-time service to the College shall be eligible for a parental leave of absence, without pay or other benefits except for those benefits specifically identified in this Article, for up to one (1) year. The period of the leave shall commence with or include the date of delivery of the baby. This section shall also apply to the adoption of a child under two (2) years of age. Accrued vacation leave shall be paid prior to the commencement of the leave of absence. Such leave will entitle the employee to reinstatement, without loss of seniority or accrued sick leave, to the same position and shift he/she was working prior to the onset of such leave should a position be available. If no position is available at the termination of the leave, the provisions of Article 8.5 concerning reinstatement shall apply.

A request for a parental leave of absence should normally be submitted in writing to the Vice President of Administrative Services at least four (4) months prior to the start of the leave. If desired, the employee may continue group health, dental and life insurance coverage provided that the employee pay the full cost of such participation to the college at the beginning of each month.

- 9.4 An employee may utilize up to three (3) work days without loss of pay or deduction of personal leave to observe recognized religious holidays of their faith if such observance is reasonably required by their faith. Written notice of intention to utilize such leave shall be given at least fifteen (15) calendar days in advance to the Director of the Physical Plant.
- 9.5 Any leave of absence herein which by its terms is not mandatory, shall be within the sole discretion of the Board of Trustees. The granting or denial of such leave shall be non-precedential with respect to any other application for such leave, provided such granting or denial shall not be based upon any factor deemed discriminatory herein.
- 9.6 As a condition precedent to all leaves of absence, each employee agrees to waive any claim whatsoever for unemployment compensation during the period of such leave.
- 9.7 During the time period that an employee is eligible for benefits under the Family Medical Leave Act, group health, dental, life and accidental death and

dismemberment insurance benefits shall be maintained under the same conditions as if the employee were actively employed.

Article X. Vacations

10.1 Regular employees, working 20 hours per week or more, will receive the following vacation leave allowance:

1. One (1) through five (5) years continuous service: ten (10) days a year.
2. Beginning with the sixth (6th) year of continuous service, through the tenth (10th) year of continuous service: fifteen (15) days a year.
3. For each additional year of continuous service there is one (1) additional day of vacation for each year to a maximum of twenty (20) working days a year as follows:

11 years - 16 days
12 years - 17 days
13 years - 18 days
14 years - 19 days
15 years - 20 days

For each day of vacation leave, a full-time employee shall be entitled to eight (8) hours pay at his/her straight time rate. For each day of vacation, a regular part-time employee working 20 hours or more shall be entitled to the number of hours regularly scheduled on the day the vacation leave is used at his/her straight time rate.

An employee not working a Monday through Friday schedule shall be entitled to a continuous vacation period no less in duration than that which would be available to them if they worked the regular Monday through Friday schedule of other employees.

10.2 Vacation leave for full-time, regular employees will be accumulated per pay period on the following basis:

First (1st) through fifth (5th) year anniversary date of continuous service: 3.08 hours per pay period.

Beginning with the sixth (6th) year anniversary date of continuous employment through the tenth (10th) year anniversary date of continuous service: 4.62 hours per pay period.

Beginning with the eleventh (11th) year anniversary date of continuous service as follows:

11 years - 4.93 hours per pay period

- 12 years - 5.24 hours per pay period
- 13 years - 5.54 hours per pay period
- 14 years - 5.85 hours per pay period
- 15 years - 6.16 hours per pay period

Full-time employees who work less than their full-time, regular schedule due to leave without pay, and part-time employees working 20 hours per week or more, will accumulate vacation leave in the same proportion as their hours actually worked bears to the regular full-time schedule.

Vacation leave will be accumulated in any month in which:

1. The employee started on or before the 14th day of the month.
2. The employee terminated after the 15th of the month.

- 10.3 Total vacation accumulation cannot exceed five days in addition to the amount earned for the contract year. Any excess leave will be forfeited on July 1 of each year. For record keeping purposes, leave will be calculated from July 1 to June 30.
- 10.4 Probationary employees will accumulate vacation leave during the 90 day probationary period, but will not be paid for it if they fail to complete their probation.
- 10.5 Vacation leave can only be taken to the extent that it is actually earned.
- 10.6 A minimum of five (5) consecutive working days must be taken each year. Vacations will be staggered to insure a reasonable staff level.
- 10.7 Vacation leave must be taken in half-day increments or more. Vacation leave will be charged on a half-day or a full day basis.
- 10.8 Vacation leave must be recorded on the employee's payroll report.
- 10.9 Upon termination of employment, vacation time earned but not used, will be paid at the employee's current straight-time rate.
- 10.10 Vacation leave must be approved by the immediate supervisor. The vacation leave schedule for the ensuing summer should be completed by April 1. Time preferences will be based on seniority if the vacation request is submitted before the schedule is established.

Article XI. Holidays

- 11.1 Each employee shall be granted the following holidays with pay.

1. New Year's Day (January 1)
2. Martin Luther King's Birthday (Third Monday in January)
3. Lincoln's Birthday (As observed in College calendar)
4. Friday before Easter
5. Memorial Day
6. Independence Day (July 4)
7. Labor Day (First Monday in September)
8. Columbus Day (To be used during Christmas recess)
9. Veteran's Day (To be used during Christmas recess)
10. Thanksgiving Day (Fourth Thursday in November)
11. Day After Thanksgiving
12. Christmas Eve Day (December 24)
13. Christmas Day (December 25)
14. New Year's Eve Day (December 31)

- 11.2 A holiday falling on a Saturday will normally be observed on the preceding workday. Should it fall on a Sunday, the holiday will normally be celebrated on the following workday. The Board shall meet and confer on an advising basis with the Union when it contemplates alterations in this procedure for specific situations.
- 11.3 A paid holiday occurring during an employee's scheduled vacation will not be charged to vacation leave.
- 11.4 To be eligible for holiday pay, an employee, unless excused, must work all scheduled hours on the scheduled workday immediately prior to the holiday and the scheduled workday immediately following the holiday.
- 11.5 A paid holiday occurring on a day that an eligible full-time employee is not normally scheduled to work shall be allowed a compensatory day to be utilized no later than the end of the contract year following such holiday, at a time that is mutually agreeable to the employee and his/her supervisor.

Article XII. Insurance

- 12.1 The Board shall provide group term life insurance equal to two (2) times the annual salary, rounded off to the next \$1,000 for each eligible employee, but not to exceed \$100,000.
- 12.2 The Board shall provide Accidental Death and Dismemberment Insurance equal to two (2) times the annual salary, rounded off to the next \$1,000 for each eligible employee, but not to exceed \$100,000.

12.3 The Board shall contribute the amount of \$2,175.96 toward the 1998 plan year premium for either the PPO or HMO individual medical insurance coverage selected by an employee.

The Board shall contribute toward the premium for individual and dependent medical insurance coverage for either the PPO or HMO coverage for which the employee qualifies, in the following amounts for the 1998 plan year:

Individual and Spouse	\$4,322.16
Individual and Children	\$4,589.04
Individual, Spouse and Children	\$6,483.72

Future increases in the Board contribution for either the PPO or the HMO medical insurance coverage shall be based on the premium increase to the HMO coverage. The Board shall assume eighty percent (80%) of the HMO premium increase and the employee shall assume the remainder of the premium increase, depending on the plan of their choice.

In the event the premium contribution required by an employee exceeds twenty percent (20%) of the premium cost for the medical insurance coverage selected by the employee, the premium contribution of the employee shall be limited to twenty percent (20%) of the premium cost.

12.4 The Board shall pay the premium for dental insurance for each eligible employee.

12.5 The Board shall pay the premium necessary to provide a monthly disability benefit of sixty percent (60%) of salary, not to exceed \$4,500 per month for short-term and long-term disability insurance for eligible employees.

12.6 Also, as a means of implementing the new medical insurance plans, the Board shall provide a rebate to an employee who selects PPO medical insurance coverage in an amount equal to fifty percent (50%) of the required employee medical insurance premium contribution for the 1998 plan year and a rebate in the amount of twenty-five percent (25%) of the required employee medical insurance premium contribution for the 1999 plan year.

As an additional means of implementation, the Board shall provide a rebate to an employee who selects HMO medical insurance coverage in an amount equal to one hundred percent (100%) of the required employee medical insurance premium contribution for the 1998 and 1999 plan years.

12.7 The Board will continue to make a premium contribution for the employee for health/major medical insurance and dental insurance while the employee is receiving short-term disability insurance under this Article.

Employee and dependent coverage, while the employee is on short-term disability, will be paid by the Board in the same proportion as if the employee

were actively at work. The employee will still be responsible for paying his/her share of the employee and dependent insurance to Harper College.

12.8 The health/major medical and dental insurance shall be no less comprehensive than that which prevailed during the 1998/99 fiscal year, provided that such coverage may be altered after an evaluation of the coverage by a committee composed of recognized or established employee groups at the College. The Union may appoint one employee to represent the Union as liaison to the committee.

12.9 As used in this Article (Article XII) the term "Plan Year" shall mean the 12 calendar months commencing January 1.

12.10 Employees who are injured at the College during working hours must immediately report the accident to their supervisor.

Employees shall receive full pay for work absence arising from injury incurred while in the course of employment without deduction from accumulated sick leave, for the first ninety (90) days of such absence. The amount paid by the College shall be the difference between the sums paid to the employee under the College Income Protection Plan, State Universities Retirement System benefits, or Workers' Compensation disability payments and the employee's full wages.

12.11 The Board shall make available to eligible employees an IRS Section 125 salary reduction program for insurance premiums, and eligible non-reimbursed medical and dependent care expenses. The maximum reimbursement for non-reimbursed medical expenses shall be Two Thousand Five Hundred Dollars (\$2,500) and the maximum reimbursement for non-reimbursed dependent care shall be Five Thousand Dollars (\$5,000).

Article XIII. Sick Leave

13.1 Regular full-time employees or regular part-time employees working half-time or more are entitled to sick leave earned at the rate of one (1) day per month or 3.69 hours per pay period.

Regular full-time employees who work less than their regular schedule due to leave without pay and regular part-time employees working half-time or more, are entitled to sick leave in the same proportion as their hours actually worked bears to the regular full-time schedule.

Sick leave shall be cumulative.

13.2 Sick leave cannot be used for any purpose other than personal illness, quarantine, or serious illness in the immediate family. "Immediate family" shall be defined as: parents, spouse, children, brother, sister, grandchildren, grandparents or parents-in-law.

Appointments with doctors or dentists should be scheduled on Saturdays or regular days off or during the first or last hour of the work day, if possible. An employee must make up all time lost from work as a result of medical appointments within the same workweek on a straight time basis.

- 13.3 An employee must call his/her supervisor or designee a minimum of one (1) hour prior to the start of his/her workshift on the first day of illness and every day thereafter unless he/she is in the hospital or convalescing at home from a period of sickness or accident. In the latter case, he/she must report to the appropriate supervisor either in person, by telephone, or by letter at least once a week during convalescence.
- 13.4 A certificate from an employee's doctor may be requested to verify an illness or to insure that the employee has sufficiently recovered to return to work.
- 13.5 The College reserves the right to seek the advice and consent of a physician of its choice in order to determine whether an individual may be entitled to benefits.

Upon return from sick leave of five (5) working days or more, the employee must be cleared by the College physician. It is the responsibility of the employee to make the appointment with the Health Service office. There is no charge to the employee for the service.

The College shall endeavor to obtain an appointment for a return to work clearance on the same day that the employee calls for said appointment.

In the event that an employee is required to wait more than one day after the day on which he/she calls the Health Service office for a return to work clearance, then the employee shall be paid for all time lost from work beginning with the second day after the day on which he/she called the Health Service office for a return to work clearance and continuing until he/she is returned to work with no reduction of accrued sick leave, provided, however, that if the employee is not cleared to return to work by the College physician, then all time lost waiting to see the College physician shall be paid out of accrued sick leave, if any, or treated as unexcused leave.

- 13.6 Sick leave can be taken only to the extent it is actually earned.
- 13.7 In the case of extended illness, earned vacation time and unused personal business days must be taken before applying for short-term or long-term disability leave.
- 13.8 An employee arriving at work two (2) hours after his/her normal starting time or leaving work two (2) hours before his/her normal quitting time due to illness shall be charged for one-half ($\frac{1}{2}$) day of sick leave. One-half ($\frac{1}{2}$) day sick leave will not be allowed the day before or after a holiday or vacation.

- 13.9 During the time an employee is authorized to be absent from work and is on full pay status, all fringe benefits continue to accrue and are in full force.
- 13.10 One (1) absence in the current month is considered excessive when there has been one (1) such absence in each of the previous two (2) months. Additional absences beyond one (1) in the current month may be applied to any of the previous two (2) months during which no absence took place. Excessive absenteeism may result in disciplinary action. Absence is defined as leave with or without pay other than medically documented absences.
- 13.11 If an employee is late or absent, not more than twice per calendar year, due to trouble with a car, such absence shall not be computed as counting towards excessive absenteeism.

Article XIV. Other Leave With Pay

- 14.1 Regular full-time employees will be eligible for two (2) non-cumulative days of personal business leave to be used each contract year for special occasions when they cannot attend to personal business on their own time.

Employees wishing to be excused for Personal Business leave will not be allowed the leave during the new hire probationary period or during the last two (2) weeks of employment, or the day before or after a holiday, vacation, or sick day except in an emergency, which emergency shall be fully explained and/or documented as soon as possible.

Any of the two (2) Personal Business days which are unused each year shall be added to the employee's accumulated sick leave.

- 14.2 A leave with pay up to five (5) consecutive days may be granted in the event of the death of an employee's spouse, child, or parent. A leave with pay up to three (3) consecutive days will be granted in the event of a death of others in the immediate family, which include an employee's brother, sister, aunt, uncle, nephew, niece, step-child, grandchildren, grandparents, parents-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parents or any relative living in the immediate household. This leave is for the purpose of attending the funeral, which includes such related events as the wake or visitation. Proof of death may be requested by the College.
- 14.3 An employee called for jury duty, or who has been subpoenaed as a witness, may be granted special leave to fulfill this duty. The College shall compensate the employee who is required to serve as a juror, or who has been subpoenaed as a witness in a proceeding in which the employee has no financial stake, the amount of pay he/she would have received from the College for all straight time hours missed from work during such a period of leave. Reimbursement received for out-of-pocket expenses during jury duty shall not be considered as pay. The employee shall present proof of such service.

Article XV. Military Leave

- 15.1 An employee who is a member of an Armed Service Reserve or National Guard unit, when mandatorily called for summer camp, will be granted leave up to fifteen calendar days to fulfill such duty. If the unit is called for special duty, up to thirty calendar days leave will be granted. The College shall compensate the employee for the difference between the payment he/she receives for such services and the amount of pay he/she would have received from the College for all hours missed from the employee's standard workweeks during such a period of leave.

Article XVI. Wages

- 16.1 An employee shall move one step per year on the appropriate schedule.

An employee hired after March 1, 1998 may be hired up to step seven (7) as determined by the College and shall move one step per year on the appropriate schedule. An employee who was hired prior to April 1 of the calendar year shall be eligible for the following July increase. Increases shall be effective the first full pay period in July.

The hourly rates of pay for employees shall be as set forth in Appendix A for 1999/00, in Appendix B for 2000/01 and in Appendix C for 2001/02.

The quarterly flat rate payment shall be added to the base wage of Appendix A for 1999/00.

An employee who has been paid at Step 15 of the wage Appendix for two (2) full contract years shall move to the Longevity Step (LS) of the appropriate wage Appendix at the start of the next following contract year. This section shall not be applicable to a custodial employee hired prior to April 1, 1998.

An employee who has obtained the Longevity Step of his/her job and has an acceptable performance evaluation shall be eligible to receive one-half (1/2) of the applicable Appendix bonus on the last payday in December and one-half (1/2) of the applicable Appendix bonus on the last payday in June. An employee must also be employed on the payday to be eligible to receive the bonus.

- 16.2 The following shift differentials will apply:

30 cents an hour for second shift effective 7/6/96

35 cents an hour for third shift effective 7/6/96

- 16.3 The Director of Physical Plant or designee may approve a recommendation of the appropriate supervisor to advance an employee to the next salary step in recognition of outstanding service or for substantially advanced skills. Such

approval shall be in the sole discretion of the Director of Physical Plant and shall be non-precedential and non-grievable.

- 16.4 The Board shall provide, at the beginning of each contract year, each non-probationary employee with three (3) replacement uniforms which must be worn during working hours, provided an employee who terminates employment within six (6) calendar months after receiving such uniforms shall return them to the College. Should an employee not require the replacement of all three (3) uniforms, the employee may upgrade the uniform material quality or select optional clothing from a catalog of College approved items. The cost of the material upgrade or optional clothing shall not exceed the cost of the three replacement uniforms.

The measuring and ordering of uniforms shall take place in July and August, except for years in which the contract has not yet been agreed to.

- 16.5 The HVAC Mechanic Operator who regularly works three (3) shifts in one week shall receive for such work a differential of 25 cents per hour for all hours worked in such week. Such payments shall be in excess of the shift differential provided by Section 16.2 of this Agreement.
- 16.6 An employee designated to serve as an acting foreman or temporarily assigned to a job classification, which is normally paid at a higher rate of pay than the employee's regular position, for a period of one (1) work day or more shall be compensated for such service at one hundred nine percent (109%) of his/her straight time hourly wage (as set forth in Appendix A, B, and C).
- 16.7 All wages shall be paid bi-weekly, that is once every two (2) weeks. The Board agrees to meet with the union to discuss any alteration from the bi-weekly pay period schedule.

Article XVII. Retirement

- 17.1 All regular employees are eligible to participate in the State Universities Retirement System. Employees hired prior to January 1, 1984 may elect to participate on either the first day of employment or any time within the first three (3) years of employment. Participation is mandatory after three (3) consecutive years of employment. Employees hired on or after January 1, 1984 who are eligible to participate must become participants immediately upon employment. Deductions are made accordingly.
- 17.2 An employee who retires from the College and is receiving retirement benefits from the State Universities Retirement System shall be eligible to enroll himself/herself, their spouse and dependent children twenty-four (24) years of age and under in credit and continuing education offerings at the College, subject to such reasonable rules and regulations concerning waiver of tuition.

- 17.3 An employee who retires under the State Universities Retirement System, and who has been employed by the College for the preceding ten (10) years on a full-time basis and who is at least fifty-five (55) years of age, shall be eligible to continue individual and dependent coverage in the College group health insurance program by paying the full cost of the then prevailing cost of such coverage to the College on a timely basis. The option to purchase continuing insurance coverage will terminate when the retiree or the dependent becomes eligible for Medicaid or Medicare. If the retiree or surviving spouse has coverage for dependent children, the option to continue dependent children coverage shall cease upon the retiree or surviving spouse becoming eligible for Medicaid or Medicare. As an alternative to continuing on the College insurance program until the retiree or surviving spouse become eligible for Medicaid or Medicare, a retiree or surviving spouse may change to the group health insurance program provided through Central Management Services.

Article XVIII. Safety and Health

- 18.1 The College shall continue to make reasonable provisions for the safety and health of its employees at the College during the hours of their employment.

- 18.2 In accordance with the Board of Trustees policy, new employees shall be required to have a physical examination before beginning work.

New employees shall be reimbursed for such examination in accordance with the then prevailing Board policy. The College may request a medical examination at any time during employment, at its expense.

- 18.3 In cases where employees are required to engage in snow removal operations, the College will attempt to give adequate notice to the employees involved, consistent with the operation needs.

The President reserves the right to close the campus for students or employees during hazardous or inclement weather, but to have it remain open for purposes of carrying out required business. An employee who is required to continue working or report to work during the time period that the campus is officially closed due to inclement weather shall be paid his/her straight time hourly rate of pay for the first eight (8) hours and shall be provided compensatory time off prior to the end of the contract year equal to the number of hours worked during the closing up to a maximum of eight (8) hours at a time that is mutually agreeable to the employee and his/her supervisor. Hours worked beyond eight (8) hours will be paid at the appropriate overtime rate.

If an employee who is required to report for work during the closing for hazardous or inclement weather is unable to report for work, it shall be necessary to charge the absence of the employee to leave without pay.

If the President authorizes employees to be released from work early because of existing or anticipated inclement weather, the time missed will not be charged to earned leave.

If the College remains open or re-opens for employees and an employee is unable to report for work at all because of inclement weather conditions, the employee must promptly notify his supervisor and the employee will have the option of using a vacation day or be charged for leave without pay.

- 18.4 The Board acknowledges that it is appropriate that if custodians are assigned to shovel snow, typically, they will be correspondingly relieved from their regular duties. The Board further acknowledges that it is appropriate to use machines to clear snow in many areas.
- 18.5 At least two employees shall be appointed to the College Safety Committee.
- 18.6 The Board shall furnish each employee with appropriate safety equipment when performing tasks where such shall reasonably be required, including face masks, safety glasses and inhalation equipment.

Article XIX. General

- 19.1 The Union shall have access to a bulletin board, in appropriate fan rooms or near time clocks, conveniently located for posting of meeting notices and other information of interest to its members. Such materials shall be identified with the name of the Union and signed by an appropriate officer thereof. Such materials shall not be derogatory of any person associated with the College and shall not include items which are primarily endorsements of candidates for political office (other than for offices of the Union).
- 19.2 Each employee shall have access to inspect his/her personnel file and records pursuant to law and Board policies and regulations governing such inspection, provided such inspection shall occur during normal business hours in the presence of a Board-designated employee and that nothing shall be permanently removed from any record or file without the approval of the Director of Personnel.
- 19.3 Employees may be required to attend training sessions from time to time to learn more about their work or because of new federal, state or local regulations. Such training sessions shall be held on paid time or compensated for, if after regular working hours. The College shall assume responsibility for any unusual expenses in connection with these training sessions. If a new license is required, the College shall reimburse the employee for the new license and the employee shall be responsible for any renewal expenses.
- 19.4 Employees shall not initiate, supervise, or otherwise participate in, or have authority over a direct benefit, such as initial employment, termination,

retention, promotion, transfer, salary adjustments or leaves of absence of a member of the immediate family, as defined in 13.2.

No person will be transferred or promoted if a relationship as mentioned above will result. This policy shall be applied in a non-discriminatory manner.

- 19.5 The Union will be allowed to hold one meeting every three months on campus. This meeting will be held on Saturday after the end of the work shift, or Sunday. Reservations must be made with the Facilities Coordinator, and the usual charges for facilities will be applicable. Special meetings, in addition, may be held on campus, with the prior agreement of the Director of Personnel.

In the event that the Association desires to send representatives to local, state or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without pay for up to ten (10) working days.

The Board shall provide the Association with a file cabinet that locks in a space in the Physical Plant.

- 19.6 The Board shall make every effort to assign a Utilities Mechanic to work weekends with the HVAC Mechanic Operator.

- 19.7 Upon a written request from the employee, the Board shall provide for a review of the employee's job description and specification which review shall be requested no more frequently than once every twenty-four (24) calendar months. Such review shall be with an appropriate administrator conducted as promptly as feasible. The Board shall not be obligated to honor any such request.

- 19.8 For the purpose of maintaining communications between labor and management and to cooperatively discuss and seek to solve problems of mutual concern, the Board shall convene a committee which shall include employees of whom at least one-half (½) shall be designated by the Union President.

The committee shall meet at a time agreeable to all of its members, but no less frequently than semi-annually. The committee shall be alternatively chaired by someone designated by the Board and by the Union. Any committee member may place an item on the agenda by filing the same with the Chairperson at least five (5) workdays prior to the scheduled meeting. Recommendations of the committee shall be transmitted to the appropriate College administrator. The committee shall not have jurisdiction and shall not undertake to resolve or consider any pending grievance pursuant to this Agreement, nor any item being negotiated by the parties.

- 19.9 The Board shall waive tuition charges (but not including any other fees, expenses or charges) for each employee, employee's spouse or dependent

children 24 years of age or younger who enroll in a course at the College, all subject to such reasonable rules and regulations concerning waiver of tuition.

- 19.10 The College encourages Association employees to participate in the Shared Governance process where Association employees are provided representation. Therefore, the Association and the College will work together so Association employees selected for such committee membership shall have the opportunity to attend, when operational requirements permit, without loss of pay or having to make up time. Prior supervisory approval for attendance is required and such approval shall be non-grievable.

Article XX. Waiver and Entire Agreement

- 20.1 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. Provided, however, that the Board will negotiate with the Union over wages, hours and other terms and conditions of employment related to the possible future need of the College to establish a normal workweek which may include shifts on Saturday and/or Sunday.

Article XXI. Savings

- 21.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Article XXII. Term of Agreement

22.1 This Agreement shall be effective June 23, 1999 or as otherwise identified in the specific articles and shall continue in effect through midnight of June 30, 2002.

HARPER 512 ASSOCIATION IEA-NEA

Bargaining Unit Representatives:

Richard Cowan

Sergio Lamar

Sare Fisher

Stephen McCarthy

BOARD OF TRUSTEES

Richard C. Kolze
Chair

Judith A. Hess
Secretary

LETTER OF UNDERSTANDING #1

During the duration of this agreement the Harper 512 Association shall be provided the same opportunity to participate in and have access to the Employee Wellness Incentive Pilot Program.

LETTER OF UNDERSTANDING #2

Association employees desiring to take coursework, workshops or seminars that would benefit the employee and the College in doing his/her job shall request approval for the activity from the immediate supervisor and the Director of the Physical Plant. Such requests shall be given serious consideration.

LETTER OF UNDERSTANDING #3

All full time employees shall receive the same additional days off with pay between Christmas and New Year's Day, if any, as do the majority of Classified Employees.

APPENDIX D

ARTICLE XVI - WAGES: 2005-06

16.1 THE FOLLOWING HOURLY WAGES SHALL BE EFFECTIVE FOR FISCAL YEAR 2005-06 AT THE APPROPRIATE STEP REACHED BY THE EMPLOYEE:

<u>CLASSIFICATION</u>	STEP <u>1</u>	STEP <u>2</u>	STEP <u>3</u>	STEP <u>4</u>	STEP <u>5</u>	STEP <u>6</u>	STEP <u>7</u>	STEP <u>8</u>	STEP <u>9</u>	RED CIRCLE	MAX STIPEND
CUSTODIAN/GRDSKPER I	\$10.54	\$10.86	\$11.18	\$11.52	\$11.86	\$12.22	\$12.59				\$0.37
CUSTODIAN/PART-TIME	\$8.58	\$8.84	\$9.10	\$9.38	\$9.72						
CUSTODIAN II	\$13.67	\$14.08	\$14.51	\$14.94	\$15.39	\$15.85	\$16.33	\$16.82	\$17.32		\$0.59
GRUNDSKEEPER II	\$13.67	\$14.08	\$14.51	\$14.94	\$15.39	\$15.85	\$16.33	\$16.82	\$17.32		
LEAD CUSTODIAN	\$14.17	\$14.58	\$15.01	\$15.44	\$15.89	\$16.35	\$16.83	\$17.32	\$17.82		\$0.61
WAREHOUSE/DRIVER	\$14.58	\$15.01	\$15.46	\$15.93	\$16.41	\$16.90	\$17.41	\$17.93	\$18.47		\$0.53
GRUNDSKEEPER III	\$14.99	\$15.44	\$15.91	\$16.38	\$16.88	\$17.38	\$17.90	\$18.44	\$18.99		\$0.55
PAINTER	\$14.90	\$15.35	\$15.81	\$16.29	\$16.78	\$17.28	\$17.80	\$18.33	\$18.88	\$20.36	\$1.16 \$0.63
MAINTENANCE HELPER	\$15.07	\$15.52	\$15.99	\$16.47	\$16.96	\$17.47	\$17.99	\$18.53	\$19.09		\$0.56
UTILITIES MECHANIC	\$15.87	\$16.35	\$16.84	\$17.34	\$17.86	\$18.40	\$18.95	\$19.52	\$20.10		\$0.59
EQUIPMENT MECHANIC	\$22.72	\$23.40	\$24.10	\$24.82	\$25.57	\$26.33	\$27.12	\$27.94	\$28.77		
MAINTENANCE MECH	\$22.72	\$23.40	\$24.10	\$24.82	\$25.57	\$26.33	\$27.12	\$27.94	\$28.77		
HVAC MECHANIC OPER	\$22.72	\$23.40	\$24.10	\$24.82	\$25.57	\$26.33	\$27.12	\$27.94	\$28.77		

NOTE: INCREASE EFFECTIVE 1ST FULL PAY PERIOD IN JULY

LETTER OF UNDERSTANDING #1

Association employees desiring to take coursework, workshops or seminars that would benefit the employee and the College in doing his/her job shall request approval for the activity from the immediate supervisor and the Director of the Physical Plant. Such requests shall be given serious consideration.

LETTER OF UNDERSTANDING #2

All full time employees shall receive the same additional days off with pay between Christmas and New Year's Day, if any, as do the majority of Classified Employees.