

Service Employees International Union,
Local 73
Campus Custodial & Maintenance



Morton Community College District 527



July 1, 2021- June 30, 2026

PREAMBLE

This agreement ("Agreement"), is entered into by and between the Board of Community College District No, 527, County of Cook and State of Illinois, hereinafter referred to as the ("Board") and the Service Employees International Union, Local 73, SEIU, CHANGE TO WIN ("CTW"), representing Custodial and Maintenance Employees hereinafter referred to as the ("Union"), as the exclusive collective bargaining agent to the bargaining unit as defined in Article II, RECOGNITION.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Board and the Union; adjustment of differences that may arise between them; and method of handling and processing grievances. Further, the purpose of this Agreement is to promote harmony and efficiency in the working relationships between the Board and the Union so that the public, the College, and the employees may benefit.

Now therefore, cognizant of these purposes and understandings, in consideration of the mutual promises, covenants, and agreements contained herein, the Board and the Union do mutually covenant and agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 District

The term "District" refers to that legal entity and body politic created pursuant to the Constitution and Statutes of the State of Illinois, designated as Community College District 527, the territory included within its boundaries and its legal purposes as enumerated within the law of Illinois.

Section 1.2 Board

The term "Board" shall mean the Board of Trustees of Community College District No. 527, County of Cook and State of Illinois, and shall also mean any administrator(s), supervisor(s) and agent(s) when acting at the direction of the Board and within the scope of his/her respective authority.

Section 1.3 College

The term "College" refers collectively to the institution and to all educational facilities or academic locations under the jurisdiction of the Board and the administrative offices thereof.

Section 1.4 Union

The term "Union" refers solely and exclusively to the Service Employees International Union Local 73, SEIU, CHANGE TO WIN (CTW).

Section 1.5 Agreement

The term "Agreement" shall mean the current Collective Bargaining Agreement in full force and effect between the Board and the Union, and any amendments and/or addendums thereto.

Section 1.6 Full-Time Employee

The term "Full-Time Employee" shall mean those employees who were hired to work forty (40) per week, each week, for fifty-two (52) weeks per year,

Section 1.7 Student Employee

The term "Student Employee" shall mean Morton College students who are employed by the College, regardless of the number of hours worked per week or per year. A Student employee must be enrolled as a student of the College during the Benefit Year in which the employee works. Student Employees are not to work hours outside the defined Work Week unless a bargaining unit worker is present.

Student Employees shall not be considered part of the bargaining unit and are not covered by this Agreement.

Section 1.8 Temporary Employee

The term "Temporary Employee" shall mean temporary full-time and temporary irregular employees, and are more specifically defined as follows:

1. Temporary full-time employees are those employees who were hired to work forty (40) hours per week, for not more than six (6) months. *
2. Temporary/irregular part-time employees are those persons who work less than forty (40) hours per week for fifty-two (52) weeks per year, or on an as needed/call basis.

* Temporary full-time positions which, in the judgment of the Board, are to become permanent fulltime positions shall, not less than thirty (30) calendar days prior to the expiration of the six (6) month period following the origin of the position, be posted for bidding and awarded pursuant thereto.

Temporary Employees shall not be considered part of the bargaining unit and are not covered by this Agreement.

Section 1.9 Emergency Employees

The term "Emergency Employee" shall mean those employees who are hired because of the necessities of an emergency situation, regardless of hours per week worked and/duration, whose employment depends upon the existence of the emergency situation and no other factors. Emergency Employees shall not be considered part of the bargaining unit and are not covered by this Agreement.

Section 1.10 Probationary Employees

Employees shall serve a probationary period that shall be a period of twelve (12) calendar months immediately following an original appointment or of (3) months following a promotion. During the new employee probationary period the employee may be discharged for any reason without recourse to the grievance procedure. Probationary employees shall have access to sick leave after six (6) calendar months. A promoted employee who fails to meet the conditions of the probation for that position, shall return to the former position of employment.

Section 1.11 Employee's Immediate Family

The term "Employee's Immediate Family" shall mean the family of a bargaining unit employee including the employee's spouse, child(ren) (including step-children), parents (including stepparents), siblings (including half and step siblings), grandparents, grandchild(ren), father-in-law, mother-in-law, daughter-in-law, son-in-law; any relative or dependent (as defined by the IRS) living in the employee's household.

Section 1.12 Benefit Year

The term "Benefit Year" shall mean July 1st - June 30th.

Section 1.13 Seniority

The term "Time Seniority" shall mean the length of time from the last date of continuous full time employment within the bargaining unit.

The term "Class Seniority" shall mean the length of time from the last date of continuous full time employment within a certain classification within the bargaining unit.

Part time employment does not count towards any seniority. Seniority shall accumulate during all paid leaves. Seniority shall not accumulate during unpaid leaves of thirty (30) days or more or layoffs. In the case of employees hired on the same date, the employee with the earliest application date shall be the most senior.

Seniority for all purposes shall be terminated if the employee:

- a. quits;
- b. is discharged for just cause;
- c. is laid off pursuant to the provision of the applicable agreement for a period of one (1) year and one (1) day;
- d. is laid off and fails to report for work within fourteen (14) calendar days of being recalled;
- e. retires;
- f. falsifies the reason for his/her leave of absence;
- g. fails to report to work after a paid leave of absences or when fit to return to duty after a medical leave as determined by a doctor;

- h. fails to report to work or notify the College during an absence of three (3) consecutive workdays; or
- i. is on inactive duty for twelve (12) consecutive months.

Section 1.14 College Working Day

The term "College Working Day" shall mean all days the Administrative Staff are required to work.

ARTICLE II RECOGNITION

Section 2.1 Union Recognition

The Board recognizes the Union as the sole exclusive collective bargaining agent for the purpose of collective bargaining on any and all matters related to compensation, hours, fringe benefits and other conditions of employment for all Board approved regular full-time custodial and maintenance staff that includes:

Full Time custodial and maintenance employees, including: custodians, groundskeeper, receiving/mail clerk, general maintenance staff, maintenance ("HVAC Mechanic"), and the heating, ventilating and air conditioning and excludes:

As defined in Section 1 Part-time Employees, Temporary Employees (Temporary Full Time and Temporary/Irregular Part Time), Student Employees, Emergency Employees, and New Probationary Employees in the custodial and maintenance department. These employees are not members of the Union. Probationary Employees will not be represented by the Union until their probationary period as defined in Section E1 0 is completed.

Section 2.2 New Classifications

The Board shall promptly notify the Union of its decision to add a new classification. If the new classification is a successor title to a classification covered by this Agreement, with no substantial change in duties, the new classification shall become a part of this Agreement.

If the new classification contains a significant part of the work now done by any of the classifications in this bargaining unit, the Board will notify the Union within thirty (30) calendar days of designating the new classification, and the parties will then meet within fifteen (15) calendar days of such notice to review and discuss the implementing of the new classification.

When the decision has been made to establish a new classification, then, in that event, the job description for each such classification shall be written and published using a standard format. Past practice of publishing open positions entails posting said positions internally on the College's web-site for five (5) calendar days and then posting in the local newspapers until a candidate is found.

The Board, in the exercise of its Management Rights, shall establish the rate of compensation, for each such classification in its sole discretion.

Section 2.3 Job Classification Abolition

In accordance with the provisions of Article III MANAGEMENT RIGHTS, the Board may, from time to time, abolish or merge job classifications under this Agreement. In such event, the Board shall notify the Union of such proposed action within ten (10) calendar days of the decision to effectuate such a change. Such notification shall be made no less than thirty (30) calendar days prior to the full implementation of such change, except in the event of an emergency.

Section 2.4 Integrity of the Bargaining Unit

The Board recognizes the integrity of the Union and its designated bargaining and shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, compensation and working conditions.

Nor shall the Board negotiate with employees within the bargaining unit over their hours, compensation and working conditions, except as provided herein.

This recognition shall not preclude the Board or any administrator from meeting with any member of the Union, or any committee or group established by the College that includes members of said Union, provided that no matters covered in this Agreement may be changed except through negotiation and agreement with the Union.

Subject to the Management Rights provisions of this Agreement, the Board shall continue to assign bargaining unit work to bargaining unit employees. The Board shall take no intentional and purposeful action to replace Full Time Employees in the bargaining unit through the hiring of Temporary, Student or Emergency Employees.

ARTICLE III MANAGEMENT RIGHTS

Section 3.1 Board Powers and Authority

Except as limited by the express provisions of this Agreement, the Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the District conferred upon and vested in it by the statutes and the Constitutions of the State of Illinois and of the United States. The Board possesses the sole right and authority to operate the College; these rights include, but are not limited to the following:

- A. To maintain executive management and administrative control of the College District and its properties and facilities and the activities of its employees, including bargaining unit employees, as related to the conduct of College affairs.
- B. To hire all employees and, subject to the provisions of law and this Agreement, to determine their qualifications and the conditions of their continued employment, to

establish work and productivity standards, and to discipline, demote, dismiss layoff, promote, assign, and transfer all employees.

- C. To direct and control the work of its employees, to establish reasonable work rules and regulations, to determine the methods, means, and number of personnel to carry out the College's mission, to determine the time and hours of work and operation, to determine when overtime shall be worked, to determine the levels of service to be provided and the methods and means of providing those services, including the right to enter into contracts with private vendors for all services, whenever deemed appropriate, in the sole judgment of the Board.
- D. To establish, change, restructure, combine or abolish job classifications and the job content of any classification consistent with this Agreement.
- E. To establish educational policies, goals and objectives based upon the College's mission; to insure the rights and educational opportunities of the students, to determine staffing patterns and to determine the number and kinds of personnel required in order to maintain the efficiency of College operations.
- F. To build, move or modify facilities, establish budget procedures and determine budgetary allocations, to determine the methods of raising revenue; and to take action on any matter in the event of an emergency.
- G. To delegate authority through recognized administrative channels, recognizing that the Board normally exercises most of its powers, rights, authorities, duties and responsibilities through the President and members of the administrative staff
- H. By agreement of the parties that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Board and the administration, they shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this Agreement except as limited by the specific and express terms of the Agreement, and thus to take whatever actions may be necessary or appropriate to carry out the mission of the College, in the sole discretion of the Board.

Section 3.2 Board Responsibilities

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board and until the Board has agreed thereto in writing. Nothing contained herein shall limit the parties' rights to settle grievances in accordance with Article IX.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and other authority under the Illinois Community College Act and rules which have derived from it, or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV UNION SECURITY

Section 4.1 Maintenance of Check-off

Upon confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues, assessments, or fees, the Board shall deduct such dues, assessments, and fees from wages owed to that employee, unless the College is informed in writing that the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization. These deductions will be designated to the Board in writing by the Union. Such deductions shall be made each pay period and said deductions, when calculated on a percentage basis, shall apply to the member's base pay. (Base pay shall be determined on the basis of the employee's regularly scheduled shift.) Such deductions shall be remitted to the Union monthly.

Employees may express such authorizations by any means of indicating agreement allowable under state and federal law, including electronically recorded telephone calls and by submitting to the Union an online deduction authorization form. To the extent permitted by law, authorized deductions shall be irrevocable, regardless of the employee's membership status, except in accordance with the terms between the Union and Employee under which an employee voluntarily authorized said deductions. In the event that an employee revokes their checkoff authorization in accordance with the terms in which they authorized the deductions, the Union will notify the employer after the close of the revocation period.

Section 4.2 COPE

The Board agrees to deduct from the pay of those members who individually request it voluntary contributions to the SEIU COPE Fund. The Union shall notify the College Human Resource Director of the per pay period amount that is to be deducted. Such amounts shall be remitted to the Union every pay period.

Section 4.3 Indemnification

In consideration for the above service rendered by the Board, the Union shall indemnify and hold harmless the Board and its agents from and against any and all claims, complaints, demands, actions, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the Board under this Section, including but not limited to failure to withhold or remit, incorrect withholding or remittance, or withholding without proper employee authorization.

The Union agrees to refund the Board any amount paid in error to the dues collection payments as specified in this Article IV. The Board will distribute any amount paid in error that it receives from the Union to the affected employee.

Section 4.4 Reinstatement of Employees on Dues Checkoff

Whenever an employee takes an unpaid leave of absence (voluntary or involuntary) that is in excess of six (6) months and is, therefore, removed from the process of union dues deduction and, subsequently, such employee returns to his/her employment, the dues deduction for such employee, at that time, shall be so reinstated upon the terms in Section 4.1 of this Agreement.

Section 4.5 Distribution of Union Material

The Union may distribute Union literature on College property, provided that there is no interference with College operations. No one shall distribute Union materials in a manner that disrupts employees during the performance of their duties. Distribution procedures require the approval of the Director of Campus Operations and Facilities. The material distributed shall not be of an inflammatory, derogatory, or partisan political nature.

The College shall provide a bulletin board in an accessible area for the display of appropriate Union materials. The Union agrees that only appropriate materials dealing with Union business shall be posted thereon and that the area so designated shall be kept in good order by the prompt removal of outdated material.

Section 4.6 List of Union Officers

The Union shall, within twenty (20) calendar days of any change, supply the Director of Human Resources of the College with an up-to-date list of Union officers, designated officials and stewards, indicating any changes from the previous list.

Section 4.7 Union Access to Bargaining Unit Employees

The Board agrees that appropriately designated Union officials may have access to bargaining unit employees. The Union agrees that, in the exercise of such access, it will not interfere with the normal duties of the employees. The Union further agrees that such contact with employees shall take place only during breaks and before or after normal working hours, except in "highly unusual" circumstances.

When such "highly unusual" circumstances arise, the Union shall obtain the employee's supervisor's approval for contact with the employee. Such approval shall not be arbitrarily withheld by the supervisor without good cause shown, but shall not be granted in the absence of a showing of good cause/ "highly unusual circumstances."

Section 4.8 Union Site Visitation

The College agrees that local representatives, officers, and Staff representatives shall have reasonable access to work areas of the College, giving notice upon arrival to the appropriate Employer representative and/or the supervisor. Such visitation shall be for the reason of administering this Agreement, The Union representative shall adhere to all reasonable restrictions and limitations concerning the access.

ARTICLE V NON-INTERRUPTION OF WORK

Section 5.1 Interruption Prohibited

Neither the Union nor any employee of the bargaining unit shall engage in or in any way call, institute, authorize, participate in, instigate, promote, sponsor, encourage, sanction, ratify or condone any strike, slowdown, picketing, boycott or concerted stoppage of work or any other intentional interruption of the work or the operations of the College, Such actions shall specifically include, but shall not be limited to, compliance with requests of any labor organization, or chapter thereof, to engage in such activities.

Section 5.2 Union Cooperation

The Union recognizes the duty and the obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort to induce bargaining unit members to do so. In the event any bargaining unit employee engages in any of the activities herein prohibited, the Union agrees, in good faith, to take all necessary steps to induce those employees to cease such action. Any employee covered by this Agreement who violates the provisions of Article V may be disciplined by the Board, including, but not limited to, suspension, demotion, discharge, loss of vacation or holiday pay, or such other discipline as the Board may deem justified.

Section 5.3 No Picketing

Neither the Union nor any employee covered by this Agreement shall, relative to employment related matters, picket the College or the homes of the members of the Board or the administrators of the College, nor shall they in any other way prevent or attempt to prevent free access to the College facilities.

Section 5.4 Union Violation of No Strike Agreement/ No Lock Out

The Union shall be considered to be in violation of Article V if it has called, instituted, authorized, sanctioned, instigated, sponsored, encouraged, condoned, promoted, supported, participated in, approved, or in some way ratified the actions prohibited by Sections 5.1 and 5.3. The Union will also have been deemed to have violated Article V if it has failed to attempt to immediately bring such work stoppages and actions by its covered members to an end after having been requested by the Board in to do so.

No Lock Out

The Board will not lock out any bargaining unit employee during the term of this Agreement unless there is a violation of Section 5.1.

ARTICLE VI NON-DISCRIMINATION

The Board and the Union shall continue to provide equal employment opportunity for all employees of the College as required by law.

Neither the Board nor the Union shall discriminate against any employee on the basis of sex, sexual orientation, race, color, religion, national origin, ancestry, citizenship status, marital status, military status, unfavorable military discharge, parental status, age, religion, genetic information, physical or mental disability (actual or perceived and unrelated to ability to perform the job) or Union activity, or any other class protected by state and/or federal law, in violation of applicable laws.

The Board and the Union also agree not to interfere with the right of any employee covered by this Agreement to become or to refrain from becoming a member of the Union. The Board and the Union agree that there shall be no discrimination by either party against any employee of the College arising from membership or non-membership in the Union.

ARTICLE VII WORK HOURS

Section 7.1 Workday

The normal workday shall be a period of twenty-four (24) consecutive hours commencing with the starting time of the employees scheduled hours of work. The normal hours of work shall be forty (40) hours per week as provided for in Section 1.6 of this Agreement, divided into five (5) College Working Days in the Fall, Winter and Spring, or four (4) College Working Days in the Summer, of approximately equal length. Work hours do not include lunch or dinner breaks. Two (2) fifteen (15) minute breaks will be permitted each day and such breaks do constitute work time. Work hours shall be assigned to meet the requirements of the instructional programs, community service activities and physical plant schedules, as provided in Article 111, Section 3.1 E of this Agreement. All overtime shall be assigned by the Board or its designated administrative or supervisory staff. Hourly rates shall be determined by dividing the annual salary by TWO THOUSAND EIGHTY (2,080) hours.

Nothing contained herein shall prohibit adjustments to the work day on an individual basis as the needs of the College and its departments require. The College agrees that it shall do so for good reason and not solely to avoid payment of overtime.

Pursuant to the Illinois State Officials and Employees Ethics Act (5 ILCS 430/1, et seq.), all employees shall record his or her time, in writing, in fifteen (15) minute increments and retain a copy of said records. Said records shall be available for review for three (3) years from the recorded time. For example, if the employee arrived at work at 7:45 a.m., broke for a non-working lunch from 12:00 p.m. to 1 p.m. and left work at 5:00 p.m., the employee would record eight and onequarter (8.25) hours for his or her time worked that day. Past practice of this tracking for bargaining unit members is done by said employees punching a time clock in the custodian and maintenance department.

Section 7.2 Workweek

1. The normal work week for employment and payroll purposes shall be one hundred and sixty-eight (168) consecutive hours beginning at 12:01 a.m. on the Sunday of each week.

The normal College workweek shall be five (5) eight (8) hour work days, or four (4) days of relatively equal length, or such other schedule as determined by the College, depending upon the scheduling necessitated by the needs of the College. Notwithstanding this provision, the College shall not split an employee's weekly shift and thereby will schedule him/her for two (2) consecutive days off.

Nothing contained herein shall prohibit adjustments hereto on an individual basis as the needs of the College and its departments require.

2. Summer Hours —

For the twelve (12) work weeks during the summer, the normal work week for full-time employees shall be four (4) eight (8) hour days, excluding lunch. Provided, however, that depending upon the scheduling necessitated by the needs of the College, such days need not be consecutive days and may begin upon any day of the week and at any hour of the day. During this period, employees would continue to receive full salary.

It is expressly understood and agreed by the parties hereto that the decision to continue to offer a summer work schedule as provided herein rests solely with the discretion of the Board.

Section 7.3 Overtime

The Board and the Union recognize that the needs of the College will, from time to time, require overtime work by the employees. The Board recognizes that notice to an employee involved in prospective overtime employment must be made as early and as reasonably as possible so as not to unfairly interfere with the private lives of the employees.

A current seniority list shall be maintained and made available to the Union upon request. When overtime is offered it shall be done in the following manner:

Seek volunteers from the same shift and job classification by Time and Class Seniority (most to least) until all employees in that job classification have either volunteered and worked overtime or

failed to volunteer. Failure to volunteer shall count as time worked for purpose of equalization of overtime opportunities, Once the list of employees in that job classification and shift has been exhausted from most senior to least senior, repeat.

If there are an insufficient number of volunteers, on a reverse Time and Class Seniority rotation basis of same classification for the same shift, assign the least senior employee(s) who has not been assigned overtime until the list of employees in that job classification and shift has been exhausted from least senior to most senior. Once the list is exhausted, repeat.

Therefore, the Board agrees that overtime shall become mandatory only after reasonable efforts have been made to obtain volunteers from qualified employees within the department and the employee classification.

Overtime shall be considered a condition of employment, and, therefore, continued willful refusal to accept mandatory overtime assignment may result in disciplinary action.

All overtime shall be performed only upon prior approval by the Director of Campus Operations and Facilities and/or the President of the College. The College shall establish the identity of the person(s) so authorized to approved overtime.

Overtime is based on hours worked, as stated in Section 7.4-Overtime Compensation, not volume of work performed within the forty (40) hour period. Overtime may be required when more than two (2) employees are absent.

Section 7.4 Overtime Compensation

In determining compensation herein, the parties expressly agree that it is their intent that an employee work or be credited with approved paid leave to equal a total of forty (40) hours of work or allocable time prior to the payment of overtime pursuant to the provisions of this Section. No overtime shall be paid until the forty (40) hour plateau has been reached in a given week. For purpose of calculating hours for overtime compensation, only hours actually worked, with the exception of holidays, shall be counted in the normal work week. The parties agree that employees are specifically prohibited from taking non-paid days off during a week and thereafter working unscheduled hours or days to secure the payment of overtime pay.

Section 7.5 Overtime Compensation Rates

All overtime must be approved in advance by the employee's immediate supervisor and the Director of Campus Operations and Facilities, or the President of the College.

All overtime worked in excess of an employee's regular forty (40) hour week shall be paid at one and one-half (1 1/2) times the employee's actual straight time rate of pay for a forty (40) hour week for those overtime hours. Unless the employee's regular shift falls on a Saturday, an employee who works on Saturday shall be paid at a rate of one and one-half (1 U) times the employee's actual straight-rate of pay for a forty (40) hour week for those Saturday hours worked in excess of the employee's forty (40) hour week. Unless the employee's regular shift falls on a Sunday, an

employee who works on Sunday shall be paid at a rate of two (2) times the employee's actual straight- rate of pay for a forty (40) hour week for those Sunday hours worked in excess of the employee's forty (40) hour week. Bargaining unit employees shall not perform job related work at their homes or work in excess of regularly scheduled hours unless pre-approval is granted by the employee's immediate supervisor. Under normal circumstances, the compensatory time option is not available to bargaining unit employees.

Nothing contained herein shall prohibit the Board from adopting a policy of hours, work days and work week to meet the needs of the College, including but not limited to creating a regular shift that commences Sunday and ends on Thursday to perform routine cleaning and maintenance of the facilities.

Section 7.6 Call-Back Pay

An employee called back to work on any day which does not immediately precede or follow an employee's regular shift and after the employee has left the premises of the College, shall receive a minimum of two (2) hours work and shall be paid at a rate of one half (1 1/2) of that employee's regular straight-time hourly rate. No Call Back shall be compensated unless such Call Back has been approved by the employee's supervisor.

Section 7.7 Change of Hours

The Board and the Union understand that it is of great importance that the efficient operation of the College be maintained. The parties, therefore, agree that these hours of employment may be changed at the discretion of the Board to insure such efficient operation.

- A. The Board agrees that such changes shall not be unreasonably or arbitrarily effectuated and that, whenever possible, the Union shall receive prior notice of such changes seven (7) calendar days in advance, except in an emergency.
- B. The Board agrees that it will notify the Union fifteen (15) calendar days prior to the implementation of any major program change, which may affect employee work hours. The Union shall have the option to request an immediate management/labor meeting to discuss the program change and its effect on employee work hours. Whenever possible, the Board shall attempt to notify employees and the Union, if appropriate, of the possibility of abrupt changes that might be anticipated and that would affect work hours.

Nothing contained in these Sections shall be construed as a guarantee of hours worked per day or per week, except as otherwise provided herein.

Section 7.8 Breaks

Consonant with the needs of the departments of the College, as determined by the supervisors thereof, all full-time employees covered by this Agreement shall receive either one unpaid sixty (60) minute lunch break or one (1) unpaid thirty (30) minute break.

All bargaining employees shall receive, without loss of earnings, a fifteen (15) minute break in the first half of the employee's scheduled workday and a fifteen (15) minute break in the second half of the employee's scheduled workday.

Section 7.9 Consultation/Hours and Shifts

The Board recognizes the deep concern of the members of the bargaining unit and the Union relative to the scheduling of work hours and shifts pursuant to the provisions of Article VII. The Board, in recognition of these concerns, agrees to meet and consult with the Union and designated bargaining unit employees to receive their input and expressions of opinion relative to these subjects. The Board, through its administration, will give serious consideration to the opinions and desires expressed at such meetings and will make every reasonable effort to accommodate such concerns consistent with the rights of management as provided for in Article 1 of this Agreement and the needs of the College as a whole.

Section 7.10 Weather-Related Emergencies

During weather-related emergencies, if the school is closed and/or goes to remote learning, as determined by the College, employees called in during a weather-related emergency shall be paid at one and one-half (1 1/2) times the employees actual straight time rate.

ARTICLE VIII DISCIPLINE

Section 8.1 Types of Discipline

At all times, supervisors and employees are encouraged to communicate with one another and try to resolve any problems that may arise. However, the Board and the Union recognize that, from time to time, circumstances will arise which require the just dispensation of discipline. The Board reserves the right to immediately suspend and discharge an employee for acts that threaten the effective operation and safety of the institution and those individuals associated with it, pending a just cause hearing on the alleged offense(s).

The parties agree, however, that disciplinary action shall be for just cause shown and will be performed in a manner that will not embarrass the employee before other employees or the public and in a timely and progressive manner except in extreme circumstances. The imposition of discipline by the Board and the College is neither subject to nor conditioned upon the filing of a grievance.

The types of discipline agreed to by the parties are as follows:

A. Oral Warning

The employee's supervisor shall draft a memorandum of the oral warning and present it to the employee. All warnings shall be signed by the employee and placed in the employee's

personnel file. An employee's signature does not constitute an admission of guilt, but only acknowledges receipt of such warning

Such memoranda may be used as evidence in future disciplinary actions with regard to said employee.

B. Written Warning

Subject to Section 8.2, a written warning shall be delivered by the College to the employee. All written warnings shall be signed by the employee and placed in the employee's personnel file. An employee's signature does not constitute an admission of guilt, but only acknowledges receipt of such warning

Such memoranda may be used as evidence in future disciplinary actions with regard to said employee.

C. Suspension

D. Discharge

Section 8.2 Pre-Disciplinary Meeting

For discipline actions as described in Section 8.1, C, D, the Board shall notify the Union and schedule a pre-disciplinary meeting with the employee and the Union. At this meeting the Board shall inform the employee of the reason(s) for the contemplated discipline. The employee and the Union's designated person shall have the right to rebut or clarify the reasons for such discipline.

The persons present at this meeting shall be limited to the employee, two (2) Union designated representatives, the supervisor involved, the Director of Human Resources for the College or his/her designee, and Counsel for the College. No other persons shall be present.

Section 8.3 Notification and Measure of Discipline

All levels of disciplinary action taken against an employee shall be done in writing with the full reasons stated therein. A copy of such disciplinary action shall be served upon the employee and the Union.

The disciplinary action taken for one employee shall not be a precedent for any conduct of a similar nature for any other employee. This right shall not be exercised in a capricious or discriminatory manner.

Section 8.4 Removal of Discipline

The record of any and all disciplinary actions, except for suspensions and discharges, shall be removed from an employee's personnel file after two (2) years if the employee has received no additional discipline for the same offense

Section 8.5 Polygraph Test

A. Normal Circumstances

No employee shall be required to take a polygraph test as a condition of retaining employment nor shall any employee be disciplined for refusing to take the polygraph test. If any employee voluntarily agrees to take a polygraph test, the employee shall be given a copy of any questions upon which a judgment could be made. The parties understand that no employee, under ordinary circumstances, shall be disciplined for refusing to take a polygraph.

B. Extraordinary Circumstances

However, the Board and the Union both understand that serious infractions involving allegations of possible fraud, theft, burglary and other serious felonious acts indicate the need for extraordinary steps in the resolution of these problems.

The parties, therefore, agree that in such cases the Board may require polygraph testing for the appropriate employee(s). It is understood that failure to take the test by any employee under such extraordinary circumstances shall subject the employee to discipline, up to and including discharge.

C. General

Any employee may voluntarily agree to take a polygraph test under the extraordinary circumstances outlined above.

In all cases where a polygraph test is to be administered, the subject matter of the interrogation in the test shall be communicated to the employee in advance of the test. A Union representative may accompany the employee to the location of the test. The polygraph examiner shall have absolute authority to determine which persons may be present in the room where the test is being administered.

If the results of such a polygraph test indicate to the expert examiner who administered the test that such employee so tested has given answers which raise serious question as to the employee's truthfulness and further indicate that the employee committed the acts in question, the employee may be subject to discipline, up to and including discharge.

Section 8.6 Security Cameras/Electronic Monitoring

The Board has the right to put video security cameras electronic monitoring in the areas in school buildings, including but not limited to school hallways, entry ways, publically located locker ways, offices where students, staff, and visitors are permitted to freely come and go, gymnasiums, cafeterias, libraries, school parking lots, and other outside areas, If video cameras/electronic monitoring are installed, signs will be posted advising that the premises are under video security cameras/electronic monitoring.

Video security cameras/electronic monitoring shall not be used in the following areas; private offices of members, locker rooms, changing areas, restrooms, meeting rooms designated break rooms, or other areas prohibited by law.

Spying on co-workers or employees will not be tolerated. Unauthorized use of the cameras or personal camera or other recording device, as prohibited by law, will be cause for disciplinary action, up to and including discharge.

The use of security cameras/electronic monitoring shall not be the sole determining factor for discipline, except in cases of gross misconduct which can lead to discharge. No bargaining unit member shall be terminated solely on the basis of video security cameras/electronic monitoring.

ARTICLE IX GRIEVANCE PROCEDURE

Section 9.1 Grievance Procedure

A grievance is defined as an alleged violation, misinterpretation, or misapplication of a specific article or section of this agreement.

The grievance shall be in writing and shall:

- 1) describe the alleged violation in detail,
- 2) cite the specific provision(s) of the Agreement allegedly violated, and
- 3) indicate the requested remedy.

When the Union files a grievance involving an individual member or a group of members, the grievance shall be signed by the individual member and/or the Chief Union Steward or his/her designee.

Section 9.2 Time Limits

No grievance shall be processed unless it is submitted within fifteen (15) College Working Days of the occurrence of the event giving rise to the grievance or of the date a reasonable person should have been aware of the alleged violation. Time limits shall be strictly adhered to and may be extended only by mutual agreement. Failure by the College to respond to a step or communicate a decision within the specified time limits shall permit the Union to proceed to the next step.

Section 9.3 Step One

The grievance shall be submitted in writing, on a form determined and issued by the Union to the Director of Campus Operations and Facilities within fifteen (15) College Working Days

of the occurrence of the event giving rise to the grievance or of the date when such event could reasonably have been ascertained or become known to the grievant. The grievance form may be submitted to the Director of Campus Operations and Facilities by attaching it to an e-mail sent to him/her at his College e-mail address. The Director of Campus Operations and Facilities shall convene a meeting with the grievant to review the grievance provided such meeting is scheduled no later than ten (10) College Working Days after receipt of the grievance. The Director of Campus Operations and Facilities shall provide the grievant a written response to the grievance with a copy to the Chief Union Steward or designee no later than ten (10) College Working Days after such meeting. If no meeting is held or no written response is tendered, the grievance must be advanced to the next step within the time limits of when the meeting or response was due, measured using the deadlines set forth above. For example, if no meeting is convened, then the grievance must be advanced to the next step no later than the tenth (10th) day after the grievance was filed. If a meeting is convened and no written response is tendered, then the grievance must be advanced to the next step no later than the twentieth (20th) day after the grievance was filed. The parties may agree in writing to extend any deadlines in this Section.

Section 9.4 Step Two

If the grievance is not resolved at Step One, the grievant may within ten (10) College Working Days of receipt of the 9.3 answer, appeal such grievance to the Director of Human Resources or other College Officer or Director as designated by the President of the College. Such appeal shall be in writing and indicate the reason(s) therefore. The Director of Human Resources or other College Officer or Director as designated by the President of the College. shall respond in the same manner and time frame as set forth in Step One, provided that if further investigation is needed, additional time may be allowed if agreed upon by both parties.

Section 9.5 Step Three - President

If the grievance is not resolved at Step Two, the grievant may, within ten (10) College Working Days of receipt of the Step Two answer, appeal such grievance to the College President or his/her designee. Such appeal shall be in writing and indicate the reason(s) thereof. The College President shall respond in the same manner and time frame as set forth in Step One.

Section 9.6 Step Four - Arbitration

If the Union is not satisfied with the disposition of the grievance at Step Three, it may submit the grievance to arbitration by filing a demand for the same with the President or designee within twenty (20) College Working Days of the Step Three answer and request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The arbitrators must have a business address within 125 miles of the College. Each party may reject the panel of arbitrators offered by FMCS one time and request an alternate pane at their cost. After the parties have exercised their option to reject a panel of arbitrators, they shall attempt to agree upon an arbitrator from the panel(s) provided by FMCS or shall alternately strike names from the panel. The

parties shall determine who strikes first by a flip of a coin and alternate strikes until one name remains. The party who wins the coin toss decides whether they will strike first, or whether the other party will strike first. The agreed upon arbitrator or the last name on the panel after names are struck shall be selected as arbitrator. Except as provided by law, the parties shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

The Arbitrator shall be without power to make decisions contrary to any, or inconsistent with, or modifying or varying in any way, the applicable laws and regulations having the force and effect of law. The arbitrator's decision shall be final and binding upon the parties.

Each party shall bear the full cost of its representation in the arbitration. The cost of the arbitrator and the FMCS shall be divided equally between the Board and the Union. If either party requests a transcript of the proceedings, that party shall bear the full cost of such transcript. If both parties request a transcript, the cost shall be equally divided. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them.

If the grievant and/or the Union shall fail to appeal a grievance to the next step in a timely basis, the grievance shall be deemed withdrawn. If the Board shall fail to answer any grievance within the time stipulated, the grievance may be appealed to the next step.

Section 9.7 Legal Proceedings

The Union agrees that it shall exhaust the Grievance Procedure in this Agreement to resolve disputes arising out of this agreement prior to any other avenue of redress. Bargaining employees shall retain their rights under law with respect to Federal, State, County, Local, and Administrative agencies, except as otherwise expressly provided in this Agreement.

ARTICLE X LEAVES OF ABSENCE

Section 10.1 Bereavement Leave

In the event of the death of any member of an employee's immediate family (as defined in Section 1.11), the full time bargaining unit employee shall be entitled to up to three (3) consecutive workdays leave without loss of salary for the purpose of attending the funeral, including such related events as a wake or visitation. If additional days are deemed necessary by the employee, and are approved by the Director of Human Resources of the College, an employee may use any unused personal emergency leave days to which the employee is entitled. If more days are needed, the Director of Human Resources of the College may allow, in his/her discretion, an employee to use accumulated sick leave.

In the event of the death of a co-worker or any member of the immediate family of a co-worker, full time bargaining unit employees requesting to be excused from work shall, at the sole discretion of the supervisor, be so excused without loss of pay so that such employees might attend said funeral and provided that the employee attends said funeral.

Section 10.2 Jury Duty Leave

A full time bargaining unit employee who is selected for jury duty shall suffer no loss of pay for the days the employee serves his/her jury duty. The daily compensation for jury duty, less a travel allowance, shall be deducted from an employee's regular pay from the College. Evidence of payment for jury duty must be submitted to the Director of Human Resources.

All employees summoned as jurors shall notify their immediate supervisor the next work day following receipt of such summons. The employee shall show the summons to the supervisor who shall record appropriate information therefrom. Whenever such employee receives such late notice that it is impossible to notify the appropriate supervisor prior to responding to the summons, the employee shall notify the supervisor as soon as is reasonably possible.

Upon return to work after release from such appearance or service, a copy of the release slip provided by the court shall be supplied to the supervisor.

Third shift employees may select the day before or the day after their actual jury service day as their work jury service day.

Section 10.3 Disability Leave

A full time bargaining unit employee who is judged by a physician to be unable to work because of a temporary (including child bearing) or permanent disability and who has exhausted all other entitled leaves (i.e., medical, partial medical, FMLA, and vacation) shall be placed on unpaid disability leave for a maximum of six months. While on unpaid disability leave, a bargaining unit employee must submit to the Director of Human Resources for the College a physician's statement once each month indicating ability to work.

The College reserves the right to require a bargaining unit employee to visit a physician chosen and paid for by the College to verify disability.

No compensation shall be paid by the College to a bargaining unit employee on disability leave. However, all medical and life insurance benefits shall remain in force if that the bargaining unit employee makes all the necessary employee contributions. Before returning to work, a bargaining unit employee, on disability leave, must provide the Director of Human Resources of the College with a physician's statement indicating approval to resume all job duties.

If, upon the expiration of a disability leave, it is not possible for the bargaining unit employee to return to the same position, all reasonable efforts shall be made to arrange a transfer to a comparable position with approximately the same salary range. The College has no obligation to create a position for the employee.

Medical, partial medical, personal, emergency, and vacation leave does not accrue while a bargaining unit employee is on disability leave,

Disability Leave does not apply to an illness, injury, or disability covered by the Workers' Compensation Act.

Part-time, temporary, probationary, and emergency employees are not entitled to Disability Leave.

Section 10.4 Medical Leave

Medical leave is accrued by full time bargaining unit employees at the rate of one (1) day for each month worked. The one (1) day per month is earned at the end of the worked month. After a bargaining unit employee's signed application has been approved, medical leave shall be granted for an absence from work due to illness or injury, except as provided herein.

Medical leave does not accrue while the employee is on unpaid leave.

Medical leave is to be used when an employee is too ill to work and/or his/her dependent is ill and needs the employee's care. Medical leave may also be used for routine dental and medical appointments.

10.5 Reporting Absences

Whenever a bargaining unit employee is unable to report to work because of illness, injury, or a personal emergency, the Director of Campus Facilities and Operations or his/her designee must be notified no later than one (1) hour before the shift is scheduled to begin if the employee works the Day Shift, and three (3) hours before the shift if scheduled to begin for employees who are working a shift other than the Day Shift. Failure of an employee to report absences on three (3) or more occasions, whether consecutive or not, may result in disciplinary action. The absence must also be entered by the employee into the electronic Timeclock system no later than the end of the next shift that the employee works after being on sick leave. Failure to do so may result in disciplinary action.

After a bargaining unit employee has been absent for three (3) consecutive days in Benefit Year, said employee shall report to the Director of Human Resources prior to returning to work with a physician's approval to resume all job duties and to discuss the reasons for the absences and possible approaches to alleviating the problem. The same procedure shall be followed for subsequent absences of three (3) or more day's duration. The Director of Human Resources may request the Custodial Supervisor, the Director of Campus Operations and Facilities or other administrators to be present at these meetings.

In addition, Morton College retains the right to take corrective steps to deal with abuse of sick leave or if a bargaining unit employee has prolonged and/or frequent and/or regular and/or patterned absences which hinder the conduct of his responsibilities and/or the operations of Morton College. Such corrective steps may include requiring a bargaining unit member to either: (a) visit a physician chosen and paid for by Morton College to verify illness or injury or (b) furnish a

physician's statement verifying the illness or injury. When a physician's statement is required as proof of illness or injury, paid sick leave will be suspended until the statement is received and approved by the Director of Human Resources. Misuse of sick leave or falsification of documents may result in the loss of pay for the period of time in question or other disciplinary action including termination of employment.

With the exception of catastrophic illness or injury requiring hospitalization or extended bed rest, no medical leave shall be granted for a day abutting an employee's vacation leave and/or personal days. For each benefit year, after an employee has taken at least one (1) day of medical leave that abuts his regularly scheduled day(s) off on three (3) separate occasions in one (1) benefit year, with the exception of catastrophic illness or injury requiring hospitalization or extended bed rest or with the pre-approval of the Director of Human Resources, no medical leave shall be granted for any day a bargaining unit member seeks to take medical leave that abuts an employee's regularly scheduled day off.

Unused medical leave shall be carried forward into the next Benefit Year. Upon resignation, retirement, or dismissal, no compensation for medical leave shall be paid. Unused medical leave contributes to service credit under the rules, regulations and the laws of the State Universities Retirement System (SURS).

Misuse of medical leave or falsification of documents may result in the loss of pay for the period of time in question and/or other discretionary action including termination of employment.

As a general practice, routine dental and medical appointments should not be scheduled during regular work hours. If this is impractical, then medical appointments scheduled during regular work hours will be charged to Medical Leave. Whenever possible, such appointments should be made early or late in the work day. Medical Leave request forms must be approved by the employee's supervisor.

When a Holiday observed by the Board occurs during a period of extended illness or injury, the day off is not charged to an employee's Medical Leave.

Absences due to an illness or injury covered by the Workers' Compensation Act are not charged to full time bargaining unit employees' Medical Leave.

Section 10.6 Partial Medical Leave and Sick Leave Bank

As of the effective date of this Agreement, the Partial Medical Leave provision is eliminated. In its place is a Sick Leave Bank.

An SEIU Sick Leave Bank was established during the 2011 - 2012 Benefit Year. All those individuals continuously employed and eligible for sick leave benefits as of July 1, 2011 are vested members of the SEIU Sick Leave Bank. All other individuals become members of the SEIU Sick Leave Bank upon date of employment. As of July 1, 2011 the SEIU Sick Leave Bank will be established at a minimum of fifteen (15) days. No later than July 1, 2012 the SEIU Sick Leave

Bank must be at a minimum of thirty (30) days. Once the bank has reached a balance of thirty (30) days the participants will be able to withdraw from the bank.

1. An SEIU Sick Leave Bank Committee will act in all matters that concern the policies and the administration of the SEIU Sick Leave Bank and report its decisions in writing (email) to the Human Resource Department and/or the College's designee prior to any payment for extended sick leave. The committee shall be made up of the SEIU Business Agent, Union stewards of local 73, the Director of Campus Operations and Facilities, and one (1) College representative (appointed by the President).
 2. Employees will enroll in the SEIU Sick Leave Bank by donating one (1) sick day to the Bank at the beginning of each Benefit Year. These days will be automatically deducted from the employee's sick day entitlement. Employees who are not eligible for sick leave benefits are not entitled to membership in the SEIU Sick Leave Bank.
 3. The intent of the SEIU Sick Leave Bank is to provide extended sick leave to those members who experience an extended absence due to the employee's own prolonged illness or hospitalization, or the prolonged illness or hospitalization of an employee's immediate family member. For the purpose of this policy, "immediate family member" shall be defined as spouse, children (or other dependents living in your home), parents, parent-in-laws, son-in-law, and daughter-in-law. The Sick Leave Bank shall not be available for use in conjunction with any illness due to elective surgery or cosmetic surgery. The SEIU Sick Leave Bank shall not be available for the purpose of normal childbirth and/or maternity leave. In order to be eligible to draw from the Bank, a member must:
 - a. Be a contributor to the Bank.
 - b. Present a doctor's certificate of continuing illness, including date that they are anticipated to return to work,
 - c. Have used all of his/her accumulated sick leave and all other available compensation days (i.e. personal business days, vacation days, comp time, etc.),
 4. A maximum number of days available annually to an eligible member shall be as follows:

| | |
|---|---------------------------------|
| <u>Number of years as a contributor</u> | <u>Number of available days</u> |
| 5+ | 4 or less up to 30 |
- Three hundred and sixty-five (365) days must pass from their last day of access or full utilization of their maximum allotment before an additional application can be made to the SEIU Sick Leave Bank. Upon a doctor's release to return to work, any unused days granted to the employee shall be returned to the SEIU Sick Leave Bank.
5. Should the total number of days in the SEIU Sick Leave Bank ever fall below thirty (30) days, representatives from the SEIU and the School District shall meet to assess the viability of the Sick Leave Bank and the potential need for additional days to be contributed by members of the SEIU Sick Leave Bank.

It shall be noted that any medical documentation required herein is requested at the direction of the SEIU Sick Leave Bank Committee for the purpose of determining eligibility for sick leave bank benefits only. The School Board of District 527 reserves the continued right to request any medical documentation it deems necessary, and/or to require employees to submit to medical examinations, subject only to any limitations existing under applicable law.

6. The SEIU Sick Leave Bank Committee following the procedures outlined above shall have the sole right to determine how SEIU Sick Leave Bank days shall be utilized and in addition shall indemnify and hold harmless the School Board of District 527 from any and all claims arising from any and all decisions by the SEIU Sick Leave Bank Committee in relation to the use or denial of use of the SEIU Sick Leave Bank. This obligation to hold harmless shall only be applicable if the District gives the Sick Leave Bank Committee written notice within fifteen (15) days of receipt of any charge, lawsuit or claim arising under this article.
7. Member employees who have exceeded their maximum sick leave day accrual (that can be carried over into the next fiscal year) as of June 30th will automatically have excess days donated to the SEIU Sick Leave Bank.
8. Directions for accessing the SEIU Sick Leave Bank: An eligible District 527 Sick Leave Bank member who has used all sick days, personal days, vacation days, and comp time, may request days from the Sick Leave Bank by contacting the Human Resource department for an application for Sick Leave Bank days. Upon receipt of an application, the Sick Leave Bank Committee will convene within five (5) business days to review the request and determine whether or not to grant the request for Sick Leave Bank days. The Committee Chairperson (Human Resource) will contact the employee, of the Committee's decision. Medical Leave, Personal Emergency Leave, and Vacation shall not accrue while an employee is on leave provided by the Sick Bank.

Section 10.7 Emergency Leave

Each full time bargaining unit employee shall be credited with two (2) days of personal emergency leave each Benefit Year. The two (2) days are earned at the beginning of the employees' employment during the first Benefit Year and thereafter at the beginning of each Benefit Year.

Personal emergency leave may be used to accommodate events such as a critical illness or marriage in one's immediate family, transportation difficulty, court attendance, or for other emergency situations that cannot be taken care of during non-work hours.

Whenever possible, personal emergency leave requests should be submitted to and approved in advance by the employee's supervisor. Personally compelling and highly confidential requests may be submitted orally to the Director of Human Resources. If needed, additional personal emergency leave may be approved in the sole discretion of the Director of Human Resources of the College.

Additional personal emergency leave shall be charged against the bargaining unit employee's accumulated sick leave.

Emergency leave days that remain unused at the end of each contract year shall be converted to sick leave days and credited to the sick leave account of each employee.

Section 10.8 Parenting Leave

A full-time bargaining unit employee who has completed one (1) year of service with the College may request a parenting leave, without pay, for a period not to exceed three (3) months to give birth and/or to rear a newborn child or an adopted child under two (2) years of age. While such leave shall not constitute a break in service, it shall not apply to accrual of Time or Class Seniority.

A full-time bargaining unit employee returning from such a leave within the three (3) month period after the leave was granted, shall return to the position the employee occupied prior to leave. The employee shall give thirty (30) calendar days written notice to the Director of Human Resources and Research of the intention to so return, While on such a leave, the employee shall be allowed to participate in the group insurance policies, provided that the employee pays the full cost of such participation.

Medical Leave, Partial Medical Leave, Emergency Leave, and Vacation shall not accrue while an employee is on Parenting Leave.

The Employer will adhere to the requirements of the Pregnancy Fairness Act. Under the Pregnancy Fairness Act, an employee who is pregnant, have recently given birth, or who has a medical or common condition related to their pregnancy or childbirth may request a reasonable accommodation. The employer will grant the reasonable accommodation unless such accommodation would cause an undue hardship on the ordinary operation of the business of the employer.

Section 10.9 Family Medical Leave Act

Employees shall be covered by the "Family and Medical Leave Act of 1993" ("FMLA")

Employees shall make every effort to provide the Board thirty (30) calendar days' notice, if possible before taking such leave, or notify the Board as soon as practical.

The Board agrees to continue to provide health care coverage for employees who are on leave under Section 10.8 in accordance with Article X Insurance Benefits, of this Agreement, Medical Leave, Partial Medical Leave, Emergency Leave, and Parenting Leave shall be taken concurrently with FMLA leave. The employee has the option whether to utilize vacation time while on FLMA.

**ARTICLE XI
VACATION LEAVE**

Section 11.1 Entitlement

Vacation for each full time bargaining employee will be credited at the beginning of the Benefit Year, July 1, and shall be allocable through the end of the Benefit Year, June 30, in accordance with the following schedule:

| Length of Service | Number of Vacation Days |
|---------------------|-------------------------|
| 1 through 11 months | 5/6 days per month |
| 1 through 5 years | 10 days per year |
| 6 through 10 years | 15 days per year |
| 11 through 15 years | 18 days per year |
| 16 years and over | 20 days per year |

Employees must use all of their vacation during the Benefit Year in which it was earned. If they do not use all of their vacation during that time, then they will be paid for any unused vacation. Said payment shall be made no later July following the end of the Benefit Year.

Section 11.2 Vacation Scheduling

For vacation requests consisting of two (2) or more days, each full time bargaining unit employee shall submit a vacation request as far in advance as possible, but in no instance less than two (2) weeks in advance of the leave. Any full time bargaining unit employee desiring to utilize only one (1) day of accumulated vacation leave must request same by giving three (3) calendar days' notice.

Employees shall discuss their vacation dates in advance with their immediate supervisor.

Vacation leave must be approved, in writing, by the Director of Campus Operations and Facilities. Vacation leave requested may be denied when such leave may impair the operation of the College.

The College shall respond to a request to use accrued leave within five (5) College Working Days from receipt of the request if the requested time off is within four (4) months of when the request was made. If the requested time of is out more than four (4) months from the date of the request, then the College shall respond to the request to use accrued leave within fifteen (15) College Working Days from receipt of the request. It is the employee's duty to tender the request to use accrued Vacation to the Director of Campus Operations and Facilities.

Vacation shall be pro-rated for a bargaining employee whose employment with the College ceases before the end of the Benefit Year.

If a vacation request is denied, upon request by the employee, the Director of Campus Operations and Facilities shall inform the employee of the reason for the denial.

ARTICLE XII HOLIDAYS

Section 12.1 Eligibility

Each full time bargaining unit employee shall receive each of the following paid holidays that fall within his/her regular yearly work schedule.

Section 12.2 Holidays Observed

The paid holidays observed for qualified bargaining unit employees pursuant to the provisions of this Agreement shall be:

Independence Day (Fourth of July)

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day Thanksgiving Friday

*Christmas Eve

*Christmas Day

*The six (6) days granted to all other employees during the Christmas recess

*New Year's Eve Day,

*New Year's Day (*Note: The Winter Break consists of five (5) days to be used the first week of Winter Break only, not the second week of Winter Break. No accrued benefit time may be used during the second week of Winter Break, other than sick time.)

Martin Luther King Jr.'s Birthday

President's Day

General Casimir Pulaski Day

Good Friday

Memorial Day

Juneteenth

Additionally, any other day or part of a day shall be deemed a holiday when so designated by the Board, Provided, however, that such days shall not include emergency closing days, or portions thereof, caused by acts of God, power outages, utility and water failures or other such intervening causes.

In order to be paid for the holiday, the employee must work the day before and the day after a holiday or be on an approved paid leave.

Section 12.3 Continued Observance

The holidays provided for in Section 12.2 above, are dependent upon and result from official acts of National and State Governments and shall continue to be paid holidays under this Agreement while retaining such official status. Any such holidays which shall be removed from such status

by acts of the National or State Governments shall, upon such action, be deleted from this collective bargaining agreement as paid holidays.

Section 12.4 Holiday Pay

Full time bargaining unit employees who are required to work on a College recognized holiday, are to be paid time and one-half (1 1/2) in addition to holiday pay, i.e., two and one-half time (2 1/2).

ARTICLE XIII INSURANCE BENEFITS

Section 13.1 Medical Insurance

The Board agrees to provide the same medical benefits for the full time bargaining unit employees and their dependents as those granted to full time members of the faculty at the College.

Section 13.2 Term Life Insurance

The Board will, provide each full time bargaining employee with \$50,000 of term life insurance. Additional amounts of insurance for said employees and their dependents may be made available by the insurer at the employee' s option and expense. A payroll deduction will be made to cover the cost of such additional insurance.

ARTICLE XIV COMPENSATION

Section 14.1 Employee Compensation

Annual compensation for the custodial and maintenance staff shall vary depending on the position and other factors. For the term of this Agreement, the starting annual compensation for full-time employees shall be as follows:

| <u>Position</u> | <u>Salary</u> | | <u>Hourly</u> |
|----------------------|---------------|-----------|---------------|
| Custodian | \$ | 31,408.00 | \$ 15.10 |
| Receiving/Mail Clerk | \$ | 31,408.00 | \$ 15.10 |
| General Maintenance | \$ | 37,564.80 | \$ 18.06 |
| Maintenance | \$ | 39,894.40 | \$ 19.18 |
| HVAC Mechanic | \$ | 44,470.40 | \$ 21.38 |

Section 14.2 Salary Increases

Upon ratification, the hourly rate of each employee in the bargaining unit as of the date of execution of this Agreement shall increase by \$1.60 per hour effective July 1, 2021. Employees would not receive any percentage increase to their base pay on top of the \$1.60 per hour increase for Benefit Year July 1, 2021 through June 30, 2022.

The annual salary for each bargaining unit employee shall increase according to the following schedule through and including Benefit Year 2025-2026:

- A. Effective July 1, 2021, \$1.60 per hour added to employees' hourly rate in the previous Benefit Year.
- B. Effective July 1, 2022, 3.0% to annual base salary earned in the previous Benefit Year.
- C. Effective July 1, 2023, 3.0% to annual base salary earned in the previous Benefit Year.
- D. Effective July 1, 2024, 3.0% to annual base salary earned in the previous Benefit Year.
- E. Effective July 1, 2025, 3.0% to annual base salary earned in the previous Benefit Year.

*Only employees in the bargaining unit as of the date of execution of the CBA shall receive retroactive pay. No other economic item or benefit in this CBA shall be paid retroactively.

Section 14.3 Increase Paid For Satisfactory' Performance

The above increases will be paid only for acceptable performance. Any individual employee not receiving the above increases shall be notified, in writing, with reasons for same, and such action may be grieved,

Section 14.4 Shift Differential

All full time bargaining unit employees who work on the recognized second (2nd) afternoon shift shall receive a Shift Differential increment at the rate of \$0.25 per hour added to the base rate of each employee's rate of compensation for all hours worked on the second (2nd) afternoon shift.

All full-time bargaining unit employees who work on the recognized third (3rd) night shift shall receive a Shift Differential increment at the rate of \$ \$0.83 per hour added to the base rate of each employee's rate of compensation for all hours worked on the third (3rd) night shift.

Section 14.5 Longevity Pay

Longevity pay will be granted each year to those bargaining unit members who achieve the following bargaining unit service years as of July 1 of each contract year. This pay does not become a part of the members' base hourly rate. The payment will be made on the first payroll in December.

| | |
|-------------------|-------------|
| 08-10 years | \$250.00 |
| 11-15 years | \$400.00 |
| 16-20 years | \$600.00 |
| 21-30 years | \$800.00 |
| 31 years and over | \$ 1,250.00 |

Section 14.7 Staff Development

Any bargaining member who takes advantage of the College's tuition-waiver program shall be eligible for reimbursement of up to \$300.00 for books purchased at the Morton College Book Store per Benefit Year, provided that the employee passes the class.

When an employee receives a degree from the College, he/she will be given a one-time stipend of \$250.00 to be paid in the second (2nd) pay period following the employee's receipt of said degree, it is the Union's responsibility to alert Human Resources of the employee's receipt of said degree.

ARTICLE XV ENTIRE AGREEMENT

Each of the parties acknowledge that during negotiations they had the unlimited right and opportunity to make demands and proposals with respect to any 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 the right and opportunity are set forth in this Agreement.

This Agreement supersedes and cancels all previous Agreements, between the Board and the Union and constitutes the entire Agreement between the parties. Any amendment Agreement supplemental hereto shall not be binding upon either party unless executed, in writing, by the parties hereto.

During the term of this Agreement, the parties mutually agree that neither shall be obligated to bargain collectively with respect to any subject, matter or agreement referred to or specifically covered in this Agreement, and, in furtherance thereof, the Board and the Union mutually, voluntarily, and unqualifiedly waive their rights to such collective bargaining.

The Board and the Union mutually agree that with respect to those matters which require collective bargaining under the provisions of the Illinois Educational Labor Relations Act, and which are not encompassed in this Agreement that no action shall be taken with regard thereto by either party without collective bargaining and agreement thereto.

With respect to all other matters, whether referred to or not referred to; covered, or not covered, in this Agreement, and whether or not such matters were within the knowledge or contemplation of the Board or the Union at the time this Agreement was negotiated or signed by the parties hereto, and as further regards all other matters not covered by this Agreement and the Illinois Educational Labor Relation Act, there shall be no requirement of collective bargaining incumbent upon the parties hereto.

The Board and the Union mutually agree that they shall not make unilateral changes in the Collective Bargaining Agreement. They further agree that they shall undertake no action which have the effect of negating, abrogating, replacing, reducing, diminishing, or limiting in any way, employee rights, guarantees or privileges pertaining to wages, hours or other conditions of employment provided for in this Collective Bargaining Agreement, and in any Illinois Statute or Statutes.

ARTICLE XVI MISCELLANEOUS

Section 16.1 Management/Labor Meeting

The Board and the Union recognize that it is in the self-interest of each, in their pursuit of the effective operation of the College, that they meet from time to time in management/labor meetings to discuss matters of mutual concern relating to the interpretation, application or administration of this Agreement, existing policies and work rules or issues of safety and health.

Representatives of the Board and the Union shall meet not less than two (2) times per Benefit Year at times mutually agreed upon.

At the request of either of the parties hereto, additional meetings may be held to discuss the subject of changes in work rules, the issuance of new work rules or permanent changes in shift assignments. Each party shall prepare and submit an agenda to the other party within one (1) week prior to the scheduled meeting. The meetings shall be scheduled during work time and representatives of the Union shall attend without loss of compensation, except that there shall be no compensation for Union representatives attending while off their shift of employment, nor shall there be any callback pay allocated or permitted.

Section 16.2 Reduction in Force

When there is a reduction in force of employees the following procedures will be utilized; employees will be laid off in the following order:

- A. New Probationary Employees; and
- B. In the event further reductions in force are necessary, employees will be laid off from the affected classification in accordance with their Time Seniority provided that the senior employee retained possesses the present skills and abilities to perform the job affected in an efficient workable manner and the ability to perform the remaining work available without further training,

Employees shall have the right to bump into an equal or lesser position providing they are more senior and qualify to perform the work.

Employees who are laid off shall be placed on a recall list for a period of one (1) calendar year from the beginning of the following Work Year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

Employees who are eligible for recall shall be given fourteen (14) calendar days written notice of recall. The employee must notify the College President, in writing, of his/her intention to return within seven (7) calendar days of the notice of recall.

Section 16.3 Uniforms

The Board, through its administration, in its sole discretion, in an effort to maintain the standards of the College, shall issue uniforms, in sufficient quantities, to appropriate employees for their use in the performance of their duties. Replacements for such uniforms, in the discretion of the College administration, shall be made on an as needed basis. Employees must maintain a professional appearance.

In August of each year, bargaining unit employees shall be provided by the College with three (3) shirts, of the College's choice, and a TWO HUNDRED DOLLAR (\$200.00) allowance to buy pants approved by the College from a vendor approved by the College. The employee must submit a receipt to the College for their purchase(s). In the event the cost exceeds TWO HUNDRED DOLLARS (\$200.00), the employee is responsible for payment from their own funds above that amount.

ARTICLE XVII SAVINGS AND SEVERABILITY

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid, unenforceable, or not in accordance with applicable statutes or ordinances by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to the substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

ARTICLE XIII PRINTING OF AGREEMENT

The Board shall be responsible for the printing of sufficient copies of the Agreement and shall provide the Union an opportunity to proof the Agreement prior to printing. The cost of printing the Agreement shall be borne by the Board. The Board shall distribute one copy of the Agreement to each bargaining unit member and shall supply five (5) copies of the Agreement to the Union. Electronic Distribution is acceptable.

ARTICLE XIX DURATION

This Agreement shall be effective retroactively to July 1, 2021 and shall remain in full force and effect until 11:59 P.M., on June 30, 2026. This Agreement shall continue in effect thereafter for year to year unless either party shall notify the other, in writing, at least ninety (90) calendar days prior to the expiration date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) calendar days prior to the expiration date. This Agreement shall remain in full force and effect during the period of negotiations or resolutions of impasse.

ARTICLE XX WRITTEN NOTICE

Any notice to be given pursuant to this Agreement shall be by U.S. certified mail, return receipt requested, and shall be deemed completed three (3) postal days following the day such notice is posted to the U.S. Mails. Written notice may also be served by personal delivery of such notice and deemed completed when delivered. Written notice may also be served via national overnight carrier and shall be deemed completed one (1) postal day following the date received by the national overnight carrier.

Notice sent by the Board or the College to the Union shall be addressed as follows:

Service Employees International Union, Local 73
Office of the President
300 South Ashland Ave., Ste., 400
Chicago, IL 60607

With a copy sent to the Union Representative File.

Notice sent by the Union to the Board or the College shall be addressed as follows:

Morton College
Office of the President
3801 South Central Ave.
Cicero, Illinois 60804

With a copy sent to Del Galdo Law Group, LLC, 1441 S. Harlem, Berwyn, Illinois 60402.

Notice sent by the Board or the College to an employee of the College covered by this Agreement shall be addressed to the employee at the address last listed in the records of the Human Resources Department. It is the duty of the employee to update the College with his/her current address while employed, on leave, or on layoff.

Either party may, by written notice, change the address to which such notice is to be given.

ARTICLE XXI DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

I. General Policy Regarding Drugs and Alcohol (“Drug and Alcohol Policy”)

The use of drugs and alcohol at work, being under the influence of alcohol or drugs while at work, or testing positive for drugs by College employees presents unacceptable risks to the safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity.

II. Definitions

A. “Drugs” shall mean any controlled substance(s) in the Illinois Compiled Statutes, 720 ILCS 570/1 et seq., also known as the Controlled Substances Act, or 720 ILCS 550/1 et seq., also known as the Cannabis Control Act, for which the person tested does not submit a valid pre-dated prescription; provided, however, that the prescribed drug does not impair the employee’s ability to safely perform the employee’s job duties, including, but not limited to, operating machinery and equipment at work.

B. The term “drug abuse” includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed or dispensed drug, which results in impairment while on duty.

C. “Reasonable Suspicion”

Reasonable Suspicion is a belief based on articulable observations (1) sufficient to lead a supervisor or other member of management to suspect that an employee is under the influence of alcohol or drugs (for example, slurred speech, alcohol on breath, glassy eyes, inability to walk in a straight line, etc.) during working hours or while on College premises; or (2) such a belief sufficient to lead such a supervisor or other member of management to suspect that an employee is or has been in possession of or has used alcohol or drugs during working hours or while on College premises (for example, the smell of marijuana, the discovery of alcohol or drug containers or of drug paraphernalia in an area used or recently evacuated by employees, employees passing a “cigarette” between them, conduct which suggests the recent disposal of alcohol or drugs or drug paraphernalia, etc.).

III. Prohibitions

- A. Illegally selling, using, possessing, purchasing or delivering any drug during the work day or when off duty.
- B. When an employee is involved in an on-the-job injury causing reasonable suspicion of drug use or alcohol abuse.
- C. When an employee is involved in (i) an on-duty motor vehicle accident, or (2) an accident involving the use of equipment where there is suspected drug use or alcohol abuse.
- D. Testing positive for drugs as a result of a random test administered pursuant to this Article XXII.
- E. In determining Reasonable Suspicion, the College may consult with, but is not required to, the appropriate Union Steward, but management's decision as to Reasonable Suspicion shall be controlling. The Union's retains the right to grieve and arbitrate whether there was Reasonable Suspicion supporting just cause for discipline or participation in an alcohol or drug rehabilitation or counseling program pursuant to Section VII of this Article.

IV. Conduct of Tests

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been accredited by the National Institute of Drug Abuse (NIDA).
- B. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee at the employee's expense.

V. Random Testing.

1. Frequency and Selection

- a. The random selection of employees to be tested shall be based on a computer generated listing. Each work day shall present every employee with a substantially equal statistical chance of being required to submit to random testing, regardless of samples previously submitted.
- b. The number of random tests to be performed shall be no more than two per month.
- c. The collection of random specimens for random testing shall be evenly distributed throughout the year.

d. Random testing may be conducted on different days of the month throughout the year to prevent employee from anticipating patterns in collection schedules.

e. The computerized random selection listing shall be generated from a selection pool of all employees using a confidential identification number uniquely assigned to each individual employee. The employee's name shall be known only to the Director of Campus Operations and Facilities and the Human Resources Department until such time as the daily selection for testing list is prepared for notification.

f. The process will be unannounced as well as random. Employees will be notified that they have been selected for testing after they have reported for duty on the day of collection. The College may bypass an employee on the random list if he/she is on vacation or otherwise unavailable at the time the testing is scheduled.

g. An employee shall not be required to submit to random testing more than four separate times in one academic year.

2. Procedure

a. Upon notification that an employee has been selected for random testing, the employee shall be required to report immediately to the Director of Campus Operations and Facilities and will be directed to the College's designated testing laboratory no later than one (1) hour from notification.

b. Upon arrival at the College's testing laboratory, the employee will identify him/herself by use of photo identification card and present the written order from the College that he/she must be tested.

c. Upon completion of the specimen collection process, the employee will, if his or her shift is not completed, immediately return to duty status.

VI. Cutoff Levels

It is understood that changes in technology and/or the need to detect the presence of other prescription illegal, or legally dispensed drugs may necessitate the adoption of new or changed cutoff levels.

VII. Right to Contest

The Union and/or the employee shall have the right to file a grievance concerning any testing permitted by this agreement.

VIII. Discipline

Employees who test positive for any alcohol above .00 or drugs are subject to disciplinary action up to and including termination for just cause; provided, however, that a positive test result alone for cannabis will not result in discipline or termination without a Reasonable Suspicion that the employee was impaired while at work.

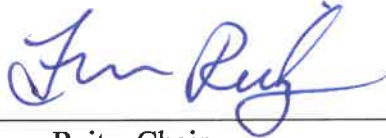
IX. Voluntary Requests for Assistance

Only one time throughout a bargaining unit member's employment with the College, the College shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem unless the request follows the order to submit to testing or unless the employee is found to be using drugs or under the influence of drugs or alcohol. The College shall make available through its Employee Assistance Program (EAP) a means by which the employee may obtain referrals for treatment. All such requests shall be confidential. When undergoing evaluation and treatment, an employee may use FMLA, if all eligibility requirements are met, and any other type of leave available to employees under this Agreement or College policy. A first offender who successfully completes such program will be reinstated without loss of seniority if they present the College with a letter of successful completion or equivalent document from the treatment facility. The College shall require certification of enrollment and anticipated completion date and periodic reports from the treatment facility to ensure that the employee is cooperating with the program. The employee shall consent to the disclosure of such information on forms required by the College; however, all other information about the employee's participation and progress in the program is confidential. The Employee must complete the course of treatment prescribed, including any "after-care" treatment. If an Employee tests positive during the period of after care, whether the test is administered by the treatment provider or the College, such test shall constitute a violation of this Drug and Alcohol Policy in this Agreement for which the employee may be disciplined up to and including termination. Failure to cooperate with or complete the program or commission of a second offense after successful completion of such a program is also just cause for discipline up to and including termination.

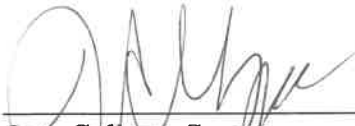
EXECUTED THIS _____ AT CICERO, ILLINOIS, by the undersigned, all been duly authorized by their respective parties and intending to be legally bound hereby:

EXECUTED THIS July 7, 2022 AT CICERO, ILLINOIS, by the undersigned, all
been duly authorized by their respective parties and intending to be legally
bound hereby:

MORTON COLLEGE DISTRICT
527, COUNTY OF COOK STATE OF
ILLINOIS



Frances Reitz, Chair
Board of Trustees



Jose Collazo, Secretary
Board of Trustees

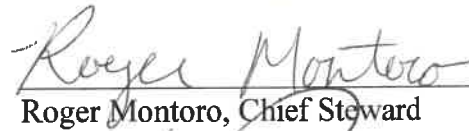
SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU),
LOCAL 73, CHANGE TO WIN
(CTW)



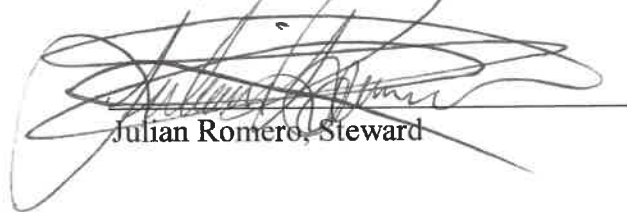
Dian Palmer, President



Andrew Yale, Field Representative



Roger Montoro, Chief Steward



Julian Romero, Steward