

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**BOARD OF TRUSTEES**

**ILLINOIS VALLEY COMMUNITY COLLEGE DISTRICT No. 513**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION**

**LOCAL 138**

**2011-2012**

**2012-2013**

**2013-2014**

## TABLE OF CONTENTS

<b>ARTICLE I</b>	<b>(Recognition)</b> .....	<b>1</b>
<b>ARTICLE II</b>	<b>(Management Rights)</b> .....	<b>1</b>
<b>ARTICLE III</b>	<b>(Union Representation)</b> .....	<b>2</b>
<b>ARTICLE IV</b>	<b>(Subcontracting)</b> .....	<b>2</b>
<b>ARTICLE V</b>	<b>(Grievance Procedure)</b> .....	<b>2</b>
<b>ARTICLE VI</b>	<b>(Entire Agreement)</b> .....	<b>3</b>
<b>ARTICLE VII</b>	<b>(Seniority)</b> .....	<b>4</b>
<b>ARTICLE VIII</b>	<b>(Normal Work Day and Work Week)</b> .....	<b>5</b>
<b>ARTICLE IX</b>	<b>(Leave and Personal - Bereavement)</b> .....	<b>5</b>
<b>ARTICLE X</b>	<b>(Sick Leave)</b> .....	<b>6</b>
<b>ARTICLE XI</b>	<b>(Wages - Call Back - Overtime)</b> .....	<b>6</b>
<b>ARTICLE XII</b>	<b>(Longevity Pay)</b> .....	<b>9</b>
<b>ARTICLE XIII</b>	<b>(Vacations)</b> .....	<b>9</b>
<b>ARTICLE XIV</b>	<b>(Holidays Defined)</b> .....	<b>11</b>
<b>ARTICLE XV</b>	<b>(Pension)</b> .....	<b>12</b>
<b>ARTICLE XVI</b>	<b>(Insurance)</b> .....	<b>12</b>
<b>ARTICLE XVII</b>	<b>(Conditions)</b> .....	<b>12</b>
<b>ARTICLE XVIII</b>	<b>(Jury Duty)</b> .....	<b>13</b>
<b>ARTICLE XIX</b>	<b>(Deduction of Union Dues)</b> .....	<b>13</b>
<b>ARTICLE XX</b>	<b>(Duration of Contract)</b> .....	<b>14</b>

<b>APPENDIX I</b>	<b>CUSTODIAN.....</b>	<b>15</b>
<b>APPENDIX II</b>	<b>MAINTENANCE.....</b>	<b>17</b>
<b>APPENDIX III</b>	<b>MAINTENANCE (Groundskeeper).....</b>	<b>19</b>

**This agreement is made and entered into as of the first (1st) day of July 2011 by and between the Board of Trustees of Illinois Valley Community College District No. 513 comprising of La Salle, Bureau, Marshall, Lee, Putnam, DeKalb, Grundy and Livingston counties, hereinafter referred to as the Board, and Local 138, Service Employees International Union, hereinafter referred to as the Union.**

**ARTICLE I (Recognition)**

**By Board action, May 21, 1969, Service Employees International Union Local 138 is recognized as bargaining agent for the full-time service employees at Illinois Valley Community College District No. 513.**

**ARTICLE II (Management Rights)**

**All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board of Trustees. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to (1) full and exclusive control of the management of the District, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause, and otherwise to maintain an orderly, effective and efficient operation, with the understanding that the distribution of work between employees shall be reasonable and fair. This clause is not meant to override any specific language in the contract.**

**Employees shall have the right to review their personnel records in accordance with the Personnel Record Review Act and to appear before the Board of Trustees and present any reasons which he/she feels would justify why the proposed discharge is unwarranted and shall have the right of being accompanied by a Union representative at any such hearing.**

**No employee may be tested for drug or alcohol abuse without reasonable suspicion, unless required by law for CDL holders.**

**ARTICLE III (Union Representation)**

Employees shall have the right to Union representation whenever they are called to a meeting for a reprimand or other discipline. The Union shall be notified of employee discipline unless the employee requests otherwise.

**ARTICLE IV (Subcontracting)**

The College will subcontract work only when it deems it necessary in the interests of efficiency, cost, improved work product or emergency. The Director of Facilities shall supervise subcontractors to reduce clean-up required by service employees.

**ARTICLE V (Grievance Procedure)**

Whenever a disagreement or dispute arises relative to the terms of this contract, it shall be discussed, if possible, between the Union and Director of Facilities. Should such discussion be unsuccessful, the following procedure is established to present and process such disputes.

**FIRST STEP:** The aggrieved employee shall submit his/her grievance in writing to his/her immediate supervisor or the Director of Facilities who will attempt to adjust the problem. No grievance will be processed unless the grievance has been reduced to writing and filed with the grievant's immediate supervisor or the Director of Facilities within ten (10) working days following the occurrence of the event giving rise to the grievance. A decision shall be submitted to the aggrieved in writing within five (5) working days after the grievance is received. If the aggrieved employee is not satisfied with the decision rendered by his/her supervisor or the Director of Facilities, he/she may proceed to submit his/her grievance in writing according to the second step as provided herein.

**SECOND STEP:** The aggrieved employee, if dissatisfied, may, within five (5) working days after receiving the written decision, request a meeting within five (5) working days between the President of the College and/or his/her designee(s) and the Union's Grievance Committee (not to exceed three persons).

When a meeting has been held, the President and/or designee(s) shall render a decision thereon in writing within five (5) working days from the date of the meeting. If an appeal is to be taken from the **SECOND STEP**, it shall be processed in accordance with the procedure set forth in **STEP THREE**.

**THIRD STEP:** The final appeal of any grievance shall be made to the Board of Trustees within five (5) working days following the receipt of the President's decision. The written grievance and a complete written case history shall be presented at the first regular Board of Trustees meeting ten (10) working days following the decision to appeal. The Board of Trustees shall communicate their written decision to the grievant within fifteen (15) working days following the Board of Trustees meeting.

(a) If the grievance is not settled in accordance with the step above, the Union may refer the grievance to arbitration within thirty (30) school days after receipt of the Board of Trustees' disposition of the grievance. The grievance shall be submitted to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings.

(b) No grievance shall be entertained, or processed, or submitted for arbitration unless it is filed within thirty (30) school days after the occurrence of the event giving rise to the grievance.

(c) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement or any applicable Board policy. He/she shall consider and decide only the specific issues submitted to him/her in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his/her decision promptly following close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and shall be immediately implemented.

(d) The fees of the arbitrator and of the American Arbitration Association shall be divided equally by the Board and the Union. All other expenses shall be borne by the party incurring them.

(The term "grievance" as used herein refers to an alleged violation of a specific provision of this contract.)

## **ARTICLE VI**            (Entire Agreement)

The parties acknowledge that during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this agreement, and that the understandings and agreements arrived at by the parties hereto after the exercise of that right and opportunity are fully set forth in this agreement. Therefore, the Board and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered by this agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. There shall be no unilateral reopening of this agreement by either party during the life thereof.

**ARTICLE VII      (Seniority)**

Seniority shall be defined as the length of service with the College. The Board shall maintain a seniority list to which the Union shall have access when needed. Seniority of future employees shall be based on the order in which they are hired.

Other things being equal, seniority shall prevail in job assignments with the oldest person, in terms of service, being given first preference for any job opening. If the oldest person, in terms of service, declines, then the next oldest person, in terms of service, may apply. This method of selection shall prevail throughout the entire list of employees until one of the employees accepts the job opening. If no one accepts the job opening, then the youngest person, in terms of service, will be assigned. Any employee who accepts any job opening shall be given a twenty (20) working day trial period. If at the end of twenty (20) working days he/she does not qualify to hold the job in question, he/she will then be returned to his/her previous job. However, if in the opinion of the majority of the Board, an employee is not qualified due to lack of ability, mechanical knowledge, or any other valid reason, the Board, by letter, will inform the employee and the President of Local Union 138 of the reason or reasons that the assignment to this particular job is terminated.

If employees are laid off, layoffs shall be made within pay classification in reverse order of seniority. When an increase in the working force again becomes necessary, employees previously laid off shall return to work in reverse order of their layoff, if they are able to perform the job. All employees on the seniority list shall be returned before new employees are hired.

All job openings or new jobs shall be posted for bid a minimum of five (5) working days before the job or jobs are awarded. All applications shall be accepted. The Board shall set forth a description of the job, its location, rate of pay, and shift to be worked.

Whenever a member of the bargaining unit is promoted by the Board to a position outside the bargaining unit, such employee shall after twenty (20) working days be considered permanent in the position. If at a time later than twenty (20) working days he/she is removed from this position by the Board or of his/her own volition, he/she shall not be returned to the bargaining unit. If after taking a position outside the bargaining unit, such employee before twenty (20) working days returns to his/her bargaining unit position, he/she shall be placed back on the seniority list in the position held prior to his/her promotion. No member of the bargaining unit will be required to pass a written or manual dexterity test in order to continue his/her present position.

Successive temporary appointments to circumvent the intent of this ARTICLE will not be acceptable to the Union.

**ARTICLE VIII** (Normal Work Day and Work Week)

The normal work day shall be eight (8) consecutive hours per day (excluding lunch) Monday through Friday, or Tuesday through Saturday. The first shift will begin at 6:00/7:00 a.m. and will end at 2:30/3:30 p.m. The second shift will begin at 1:30 p.m. and will end at 10:00 p.m. The third shift will begin at 10:00 p.m. and will end at 6:30 a.m. In the event that these times are to be changed, the Board or its designee agrees to meet with the Union to attempt to arrive at a mutually agreeable change. The work week shall be forty (40) hours per week.

Employees not specifically hired for the night shift (10:00 PM - 6:30 AM) may be required to work up to a maximum of eight (8) weeks of night shift in a contract year. No more than four (4) consecutive weeks are to be worked at any one time.

During summer school schedules, employees shall have the option to choose a schedule of four 10-hour days or five 8-hour days so long as the College determines that adequate coverage is being maintained.

**ARTICLE IX** (Leave and Personal - Bereavement)

Three (3) days per year personal leave with full pay shall be granted. Whenever possible, advance notice shall be given to the Director of Facilities. At the end of the fiscal year, unused personal leave days will be converted to sick leave. These days may be used at retirement for SURS credit. See SURS for rules and regulations.

**Bereavement Leave**

When death occurs in the immediate family/step family, i.e., spouse/partner, parent, parent of current spouse/partner, child, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, and legal guardians, a full-time employee, on request, may be excused for three days leave without loss of pay. Medical leave may be used, if appropriate, to supplement bereavement leave or where bereavement leave is not applicable.



**ARTICLE X**            (Sick Leave)

Each new employee shall receive accumulative sick leave with full pay of twelve (12) days for the first year, prorated at one day for each full month, and for each succeeding year thereafter. Year equals July 1 through June 30. The Director of Facilities reserves the right to request a physician's certificate that the employee is incapacitated and, therefore, unable to perform the usual or ordinary duties for any sick leave taken. However, all extended sick leave that includes two or more visits to a doctor and/or hospital stay requires a doctor's statement that allows the employee to return to work. Each full-time employee may accumulate an unlimited number of sick days. There is no monetary compensation for unused sick leave. Accumulation of sick days may provide job security during an extended sick leave.

In cases of prolonged illness, it may be necessary to fill a position with a temporary employee. A permanent replacement may be employed thirty (30) days or six (6) weeks after all sick leave, earned vacation days, and earned personal days are used. These may be used in any sequence; however, once a total of thirty (30) unpaid days or six (6) weeks is reached, or when the employee begins receiving State Universities Retirement System disability benefits, a replacement may be hired. This employee will be allowed to continue the College's insurance coverage, as the College recognizes COBRA (Consolidated Omnibus Budget Reconciliation Act) and adheres to the extension of benefits. At the end of the time period provided for in the Act, a conversion policy is available through the College's health insurance company. When a vacancy occurs, every effort will be made by the College to assign the employee to a position when the employee is certified by a licensed physician as being able to return to work, and the administration determines that the individual is fully qualified to fill the position.

Pregnancy is classified and treated as an illness. A doctor's statement is the only way that an expectant mother or a new mother may be excused from work.

**ARTICLE XI**            (Wages - Call Back - Overtime)

**PROBATIONARY EMPLOYEES**

New employees are on probation for the first six months of employment. Present employees moving to a new classification are on probation for the first twenty (20) working days and may request to return to their old position during this time. This same provision applies also to employees who move from part-time to full-time status.

**CUSTODIAN** (See Appendix I)

**Current Employees**

These employees perform routine and heavy duty cleaning, manual labor, building maintenance and other related duties as required. They are subject to call out for emergency duties such as snow removal, ground maintenance, and material unloading.

<u>July 1, 2011 - June 30, 2012</u>	<u>July 1, 2012 - June 30, 2013</u>	<u>July 1, 2013 - June 30, 2014</u>
Annual Base Pay \$40,828	Annual Base Pay \$41,848	Annual Base Pay \$42,895
Hourly Rate.....\$19.63	.....\$20.12	.....\$20.62
Time & ½ Rate.....\$29.44	.....\$30.18	.....\$30.93
Double Time Rate...\$39.26	.....\$40.24	.....\$41.24

New Custodial Employees – The following shall be applicable to employees covered by this Agreement who are hired after the date of execution of this Agreement in 2011.

- a. During the first twelve (12) months of full time employment with the College, the employee’s hourly rate shall be \$2.70 less than the applicable hourly rate for preexisting employees in the same category of position.
- b. During the second twelve (12) months of full time employment with the College, the employee’s hourly rate shall be \$1.85 less than the applicable hourly rate for preexisting employees in the same category of position.
- c. During the third twelve (12) months of full time employment with the College, and for each year thereafter, the employee’s hourly rate shall be \$1.00 less than the applicable hourly rate for preexisting employees in the same category of position.

**MAINTENANCE** (See Appendix II)

**Current Employees**

<u>July 1, 2011 - June 30, 2012</u>	<u>July 1, 2012 - June 30, 2013</u>	<u>July 1, 2013 - June 30, 2014</u>
Annual Base Pay \$49,163	Annual Base Pay \$50,392	Annual Base Pay \$51,652
Hourly Rate.....\$23.64	.....\$24.23	.....\$24.84
Time & ½ Rate.....\$35.45	.....\$36.35	.....\$37.25
Double Time Rate...\$47.28	.....\$48.46	.....\$49.68

**New Maintenance Employees – The following shall be applicable to employees covered by this Agreement who are hired after the date of execution of this Agreement in 2011.**

- a. During the first twelve (12) months of full time employment with the College, the employee's hourly rate shall be \$2.00 less than the applicable hourly rate for preexisting employees in the same category of position.**
- b. During the second twelve (12) months of full time employment with the College, the employee's hourly rate shall be \$1.00 less than the applicable hourly rate for preexisting employees in the same category of position.**
- c. During the third twelve (12) months of full time employment with the College, and for each year thereafter, the employee's hourly rate shall be \$0.00 less than the applicable hourly rate for preexisting employees in the same category of position.**

**This provision shall govern all asbestos work assigned to unit employees. The College will provide appropriate training at its expense to all employees who are assigned to do asbestos work. If asbestos work is assigned as overtime, pay will be at one and one-half times the pay rate for maintenance employees. If asbestos work is assigned to an employee during his or her regular schedule, the employee may elect to perform the displaced hours of regular work before or after his/her schedule as assigned by the Director and to be paid the maintenance overtime rate for the asbestos work. Employees who supervise asbestos work shall receive 2% above the maintenance rate. If the employee elects not to perform displaced hours of regular work as overtime, the asbestos work will be paid at the regular maintenance rate. Among the employees to whom asbestos work is assigned, the Director will equalize work to the extent practicable among regular employees and supervisors separately.**

**Regarding All Service Employees**

**All hourly rates shall be rounded off to the nearest penny.**

**Overtime pay shall be at the rate of time and one-half for all hours worked after eight (8) hours and on Saturday for those who work Monday thru Friday.**

**Overtime pay shall be at the double rate for all Sunday and Holiday work.**

**Whenever an employee is called back to work after completing a regular day's work, he/she shall receive at least three (3) hours pay at the overtime rate of time and one-half.**

**When an employee is called back or assigned on his/her regular day off, he/she shall receive a minimum of four (4) hours at time and one-half for Saturdays and four (4) hours at double time for Sundays and Holidays.**

his/her shift begins. In addition, he/she will be permitted to work until the end of his/her normal work day.

In the event that any new or altered maintenance position is created or any positions such as "leadperson" with supervisory responsibility are created, such jobs will be posted and opened to bid before filling.

**ARTICLE XII** (Longevity Pay)

Longevity pay shall be granted to all employees (hired prior to July 1, 1992), who are members of Local Union 138, at the rate of 3/8 of one (1) percent of the current base salary upon the completion of each contract year of employment and each succeeding year through the tenth (10th) year. Effective July 1, 1992, no new employees will receive longevity pay.

The first payment of longevity shall be on June 30, 1970, and shall be payable in lump sum on June 30th of each succeeding year thereafter.

1st Year	3/8%
2nd Year	3/4%
3rd Year	1-1/8%
4th Year	1-1/2%
5th Year	1-7/8%
6th Year	2-1/4%
7th Year	2-5/8%
8th Year	3%
9th Year	3-3/8%
10th Year	3-3/4%

Once an employee exceeds the 10th year of longevity, he/she shall continue to receive the longevity percentage set forth in the 10th year.

**ARTICLE XIII** (Vacations)

All full-time bargaining unit staff shall earn 80 hours (ten days) of vacation during each full year of employment. After five years of employment, vacation time will increase to 120 hours (fifteen days). After ten years of employment, vacation time increases at the following schedule:

10-11 years	16 days
12-13 years	17 days
14-15 years	18 days
16-17 years	19 days
18+ years	20 days

Salary may not be paid in lieu of vacation.

**Individuals will be allowed to take vacation time as it is earned.**

**Vacation time should be used during the year in which it's earned. When circumstances preclude the ability to use all earned vacation hours, no more than 160 hours (20 days) may be carried over to the next year with a maximum accumulation of 160 hours (20 days).**

**All vacations granted shall be subject to the approval of the Director of Facilities. No one will be permitted more than four (4) weeks vacation at any one (1) time.**

**Actual selection of vacation dates to be determined by seniority. Each employee shall receive his/her regular pay check preceding the day on which he/she will start his/her vacation (if requested three weeks prior to the date).**

**ARTICLE XIV (Holidays Defined)**

Holidays with pay shall be granted for the following unless College classes are meeting on any of the days in question. All employees will be expected to work when the College is open. Staff will also work during the traditional December break. The intent of this provision is to allow bargaining unit employees to celebrate the same holidays as support staff.

1. **NEW YEAR'S DAY** -- Off day

When New Year's Day falls on a Saturday or Sunday, the previous Friday shall be an "Off Day."

2. **NEW YEAR'S EVE** -- Off Day

When New Year's Day falls on a Saturday or Sunday, the previous Thursday shall be an "Off Day", if the College is not open in the week prior to New Year's.

3. **PRESIDENT'S DAY**- Off Day

4. **MARTIN LUTHER KING DAY** - Off Day

5. **MEMORIAL DAY** -- Off Day

6. **FOURTH OF JULY** -- Off Day

7. **LABOR DAY** -- Off Day

8. **VETERAN'S DAY** -- Off Day

9. **THANKSGIVING DAY** -- Off Day

10. **FRIDAY AFTER THANKSGIVING** -- Off Day

11. **THE DAY BEFORE CHRISTMAS & CHRISTMAS DAY** -- Off Days

When Christmas falls on a Saturday, then both Friday, December 24 and Monday, December 27 shall be an "Off Day."

When Christmas falls on a Sunday, then both Friday, December 23 and Monday, December 26 shall be an "Off Day."

When Christmas falls on a Monday, then Tuesday, December 26 shall be an "Off Day."

**When Christmas falls on a Tuesday through Friday, then December 24 shall be an "Off Day."**

**If a holiday falls on a Saturday or Sunday during a period when the College is not in session, and the College is closed the previous Friday or following Monday to observe the holiday, employees shall have that day off.**

**For Thanksgiving and Christmas Eve, third shift workers shall have the option of working first or second shift.**

**ARTICLE XV (Pension)**

**Provisions for a pension plan shall be observed under the State Universities Retirement System (SURS).**

**ARTICLE XVI (Insurance)**

**District No. 513 will provide medical and life insurance programs for service employees and dependents based on the lowest and most responsible bidder. The Board agrees to pay 80 percent of all health benefits and the service employees covered by this agreement will pay the remaining 20 percent.**

**During FY2012, the District and Local 138 will cooperate to develop and implement the Comprehensive Worksite Health Promotion Program (CWHPP) recommended by the District. Key components of the CWHPP are a Health Risk Appraisal (HRA) and premium incentives. The results of which are useful in the effectiveness of a CWHPP. The District shall implement the CWHPP on January 1, 2012. Any recommendations from Local 138 for modification of the proposed CWHPP shall be made to the District no later than May1, 2012.**

**Annual health screening to develop an HRA will be available for all service employees and covered spouses/partners.**

**Each employee may choose from the following Health Screening options.**

**Option A: Participate in the Annual Health Screening**

- Dependents are not required to participate**
- Completed during the Fall semester or prior to December 15 of each year**
- Free to employees and any spouse/partner covered under the College insurance plan**
- Will be available on the Oglesby campus for a defined period of time each Fall semester**
- Covered under the Health Insurance Portability and Accountability Act (HIPAA)**

- **No consequence to the individual based on screening results during the first calendar year after the initial screening.**

#### **Option B: Non-Participation in the Annual Health Screening**

- **Employee contributes 22% toward health insurance premium for all categories of insurance coverage until screening is completed**

**New hires shall be allowed to be screened at a facility approved by the district's population health screening company within the first 30 days of employment. To the extent that the employee is screened, the employee shall be allowed to participate in this program, the College shall pay 80% of health insurance premiums for all categories of insurance coverage during the period lasting from the date of hire through the end of the calendar year. In the event the new hire elects not to undergo screening, the College shall pay 78% of health insurance premiums for all categories of insurance coverage. Such new hires will participate in this program consistent with other previously existing employees during subsequent calendar years.**

**Beginning with January 1, 2013, the College shall pay 80% of health insurance premiums for all categories of insurance coverage for those that participated in IVCC's annual wellness screening and received a total score in the healthy range or demonstrated adequate improvement (or qualifies for an exception) as determined by the district's population health management company.**

**Beginning with January 1, 2013, College shall pay 78% of health insurance premiums for all categories of insurance coverage for those that did not participate in IVCC's annual wellness screening or did not receive a total score in the healthy range and failed to demonstrate adequate improvement (unless qualified for an exception) as determined by the district's population health management company.**

**The College shall pay 78% of health insurance premiums for all categories of insurance coverage for service employees that return from leave (such as but not limited to FMLA or Military) who fail to participate in a screening or did not receive a total score in the healthy range and failed to demonstrate adequate improvement (unless qualified for an exception) as determined by the District's population health management company within thirty (30) days after their return to normal duties.**

**In the event the District does not offer an Annual Health Screening, all service employees participating in the District's insurance program will contribute 20% towards health insurance premiums for all categories of insurance.**

**Life insurance for the 2011-12, 2012-13, and 2013-14 contract years will be \$60,000. All three years will have Accidental Death & Dismemberment (AD&D).**

**An employee will be allowed to continue the College's health insurance coverage, as the College recognizes COBRA (Consolidated Omnibus Budget Reconciliation Act) and**



**adheres to the extension of benefits. At the end of the time period provided for in the Act, a conversion policy is available through the College's health insurance company.**

**ARTICLE XVII (Conditions)**

- 1. When the College is open to the general public, private groups, organizations, individuals or students and/or College sponsored events, the service employee(s) on duty may be assigned to the activity to prepare, assist, and clean up after said activity. While on this assignment, the service employee(s) shall be paid at the rate of time and one-half if said work is performed on week days and the assignment continues beyond the regular work day.**
- 2. When excessive work must be performed, a service employee will be called out.**
- 3. Salaried and/or supervisory personnel who are not members of Local Union 138 shall not perform such duties as would deprive Union members of justified overtime.**
- 4. There shall not be any work done by the administrative staff or faculty, except assigned student help, which is considered service employee work. Student workers will not be assigned to replace absent employees or to perform work outside regular work hours so as to deprive bargaining unit members of overtime. In the event an employee who normally supervises a student is absent, the student may work with reduced supervision.**
- 5. Whenever practicable, all overtime shall be divided amongst the service employees by job classification on an equal basis and kept equalized during the contract year. A monthly record shall be maintained by the Director of Facilities and kept posted on the service employees' bulletin board as to the total hours each employee has accumulated. If the management is unable to obtain someone to perform the overtime sought, the employee with the least seniority in the classification involved is required to perform the work.**

**If an employee is given forty-eight (48) hours notice of possible overtime and he/she refuses it, it shall be charged as if he/she worked the overtime for purposes of equalization.**

- 6. All accumulated overtime shall be paid on the next regular pay period.**
- 7. The College will provide five shirts and five pairs of pants the first year of the contract and four shirts and four pairs of pants during the second and third years. Employees may use part of their clothing allowance to purchase up to one pair of work shoes per year. Provision will be made for acceptable summer and winter clothing. The College will maintain several sets of winter jackets and boots for use by custodians who are asked to work outside in winter without prior notice.**

8. The Board shall maintain a system of paying all members of Local Union 138 every other Thursday.

**ARTICLE XVIII** (Jury Duty)

An employee shall be excused from work for jury service. Such employee shall be paid his/her regular salary.

**ARTICLE XIX** (Deduction of Union Dues)

During the term of this Agreement and all extensions thereof and after due notice from the Union of the respective amounts, the Board will deduct, each month, from the compensation due each non-probationary employee from whom the Board has heretofore received or will hereafter receive an assignment in writing signed by the individual employee authorizing the deduction in the form that has been agreed upon, Union Dues, and will remit the same within five (5) working days after such pay date to the Financial Secretary of the Union together with a list of the employees from whom deductions have been made. In case any dues are erroneously deducted by the Board and paid to the Union under this paragraph, the Union will repay said dues to the employees involved.

The Union shall indemnify the Board against any liability arising out of deduction and payment of such dues to the Union, except where the error is the responsibility of the Board.


**ARTICLE XX** (Duration of Contract)

This contract shall be effective as of the first (1st) day of July, 2011 and all the foregoing provisions shall remain in full force and effect until and including the thirtieth (30th) day of June, 2014.

Ratified by members of Local Union 138, Service Employees International Union at their regular monthly meeting the 19th day of August, 2011.

Passed and became a part of the minutes by the Board this 23rd day of August, 2011.

  
\_\_\_\_\_  
CHAIRPERSON, Board of Trustees  
Illinois Valley Community College District No. 513

  
\_\_\_\_\_  
PRESIDENT  
Service Employees International Union Local 138

## **APPENDIX I**

### **CUSTODIAN**

#### **Objectives:**

- A. To perform custodial duties as described in a manner that reflects professionalism in all that is done.**
- B. To ensure the safety and well being of all students, staff and faculty by maintaining safe practices in all job functions.**
- C. To ensure that the campus is neat and orderly at all times.**

#### **Duties and Responsibilities:**

- 1. Use of commercial vacuums, sweepers, rotary buffers, automatic floor scrubbers, carpet extractors, wet vacuums and various other similar power cleaning utensils.**
- 2. Stripping of hard surface floors and reapplication of floor finish materials.**
- 3. Use of wet mops, dust mops and push brooms.**
- 4. Complete cleaning of walls and ceilings in assigned areas.**
- 5. Cleaning of all glass surfaces, both interior and exterior, using step ladders, extension ladders and/or power lifts.**
- 6. Empty waste containers.**
- 7. Service of towel and soap dispensers; clean toilets, urinals, sink, tub and/or shower areas.**
- 8. Keep entrances, exits and stairs free from debris, including gum wrappers, cigar and cigarette remains and any other litter; empty all ashtrays and waste containers in smoking areas ensuring that all smoking materials are completely extinguished.**
- 9. Deliver and set up folding chairs, tables, stages, and other heavy equipment used for college functions.**
- 10. Assist grounds employees in keeping sidewalks, entrances and exits free of debris, snow, ice, leaves, mud or any other items that could be tracked into the facility or cause a potential liability to the college. Use of snow and ice removal equipment.**
- 11. Replacement of incandescent and fluorescent bulbs in all campus lights.**

12. **Supplementary painting, staining, refinishing, and other duties may be assigned as needed.**
13. **Cleaning of chalkboards and whiteboards to include replacement of chalk/markers and erasers as needed.**
14. **Direction of student workers as assigned by the Supervisor of Facilities or the Director of Facilities.**
15. **Work with and assist maintenance staff as assigned.**

#### **NECESSARY QUALIFICATIONS**

1. **High school diploma or equivalent of education and experience.**
2. **Demonstrated ability to perform assigned work individually with a minimum of supervision.**
3. **Manual dexterity and the physical ability to lift and carry safely a minimum of 50 pounds.**
4. **Work with outside contractors as required.**

#### **Supervision Received from:**

- A. **Director of Facilities**
- B. **Supervisor of Facilities**

## **APPENDIX II**

### **MAINTENANCE**

#### **BASIC FUNCTION AND RESPONSIBILITY**

**Perform complex maintenance and repair work to install, operate, maintain and repair specific building structure, systems and equipment in an assigned area.**

#### **DUTIES AND RESPONSIBILITIES**

- 1. Assume responsibility for the proper, safe and efficient operation of specific building structure, systems and equipment and related components.**
- 2. Install, operate, maintain, troubleshoot and repair complex building systems and equipment.**
- 3. Assume responsibility for conformance to applicable local, state and federal codes concerning a specific area of building maintenance.**
- 4. Perform a variety of complex duties relating to repair requests, work order, and planned maintenance in a specific area of maintenance.**
- 5. Plan, design and specify materials for assigned projects.**
- 6. Determine and procure tools, materials and repair parts to maintain assigned systems and equipment.**
- 7. Read and interpret plans and specifications and operation and maintenance manuals for specific systems and equipment.**
- 8. Respond to and perform emergency repairs and service as necessary for the proper operation of specific building systems and equipment.**
- 9. Assist administrative personnel in the planning and design of facilities as assigned.**
- 10. Supervise or train personnel during specific projects as assigned.**
- 11. Perform maintenance duties as assigned.**
- 12. Perform miscellaneous duties in Physical Plant as assigned.**
- 13. Recommend purchase of materials, supplies and equipment.**
- 14. Assist with special indoor events, setup, and removal.**

15. Attend meetings and coordinate with other departments for special events.
16. Perform additional duties as may be assigned.
17. Direct student workers as assigned.

### **SUPERVISION RECEIVED**

- A. Director of Facilities
- B. Supervisor of Facilities

### **NECESSARY QUALIFICATIONS**

1. High school diploma or equivalent amount of education and experience.
2. Three or more years of direct experience or five or more years of related experience in a specific area of building maintenance.
3. Demonstrated ability to perform assigned work individually with a minimum of supervision.
4. Manual dexterity and the physical ability to lift and carry safely a minimum of 50 pounds.
5. Ability to work from basic blueprints, shop drawings and sketches, as currently reviewed by members of the maintenance staff.
6. Must hold a valid Class "B" Illinois Commercial Driver's License.
7. Work with outside contractors as required.
8. Welding.

### **DESIRABLE QUALIFICATIONS**

1. Five or more years of direct experience in a specific area of maintenance.
2. Two-year college degree or successful completion of an apprenticeship program in a specific area of building maintenance and/or three or more years of direct experience.

## **APPENDIX III**

### **MAINTENANCE (Groundskeeper)**

#### **BASIC FUNCTIONS:**

Perform a variety of gardening and grounds maintenance duties; snow removal to provide safe and appropriate environs and facilities for the use and enjoyment of students, faculty, staff and visitors; plan, design, install and maintain landscape and irrigation systems and landscapes; apply pesticides, fertilizers and other chemicals to vegetation; operate a wide variety of power equipment and machinery.

#### **DUTIES AND RESPONSIBILITIES:**

- 1. Irrigate, trim, edge, aerate, mow, fertilize and renovate lawns and turf areas; irrigate, feed, spray and cultivate around trees, shrubs and hedges; trim and prune trees, shrubs and hedges.**
- 2. Plant new lawns, trees, shrubs, hedges and flowers; evaluate soil and other relevant conditions and assist in selection of vegetation types.**
- 3. Diagnose disease and pest conditions; spray landscaped areas with toxic herbicides, pesticides, fungicides and rodenticides; prepare mixtures in proper proportions; locate, trap and bait rodents.**
- 4. Design, develop and install new irrigation systems utilizing electrical, hydraulic and other state-of-the art components; program irrigation controls for proper and efficient operation; diagnose, repair or replace electrical irrigation malfunctions.**
- 5. Provide other regular maintenance to grounds such as weeding, raking and maintaining assigned areas in a clean, safe and orderly condition.**
- 6. Maintain outside athletic fields and equipment such as baseball and softball field; prepare, line, mark and drag areas for athletic games and contests.**
- 7. Construct, repair, resurface and maintain concrete and asphalt walkways, curbs and ramps; mix and pour cement and asphalt; install athletic equipment as directed.**
- 8. Perform general duties such as installing campus signs and setting up for campus events and outdoor and indoor classrooms as needed.**

9. Provide a variety of general maintenance to campus grounds; blow, sweep and wash sidewalks and courts in a clean, safe and orderly condition; remove all snow from general sidewalks, entrances, roadways and parking areas; pick up and deliver grounds related materials.
10. Operate a variety of grounds maintenance equipment including tractors, tractor-towed mower, snow blowers, endloader, skidloader, scraper, grader, ditcher, power edger, chipper/shredder, power sweeper, turf vacuum, forklift, trucks, electric and motorized carts, riding mower, utility vehicle, aerator, sprayers, trencher, saws, drills and a wide variety of small power and hand tools.
11. Inspect, repair and replace automatic and manual sprinkler valves, irrigation lines and sprinkler heads, inspect functioning of controllers and repair as necessary.
12. Routine maintenance of tools, equipment and machinery. Constant update of preventive maintenance program and records of such.
13. Maintain records of hazardous materials use, fuel consumption, parts and materials inventory and work orders.
14. Provide work direction and guidance to student groundskeeping crews as assigned.
15. Perform related duties as assigned.

#### **KNOWLEDGE AND ABILITIES:**

##### **KNOWLEDGE OF:**

Methods materials, tools and equipment used in grounds maintenance and gardening and landscaping duties.

Operation and use of large and small power grounds equipment and machinery.

Cultivating, watering, fertilizing and spraying of trees, lawns, shrubs and flowers.

Appropriate health and safety precautions and procedures related to grounds maintenance activities including use of chemicals.

Basic recordkeeping techniques.



**ABILITY TO:**

**Perform general grounds maintenance and landscaping duties.**

**Perform heavy physical labor.**

**Manual dexterity and the physical ability to lift and carry safely a minimum of 50 pounds.**

**Use the tools and equipment of the grounds maintenance area skillfully and safely.**

**Observe legal and defensive driving practices.**

**Meet schedules and time lines.**

**Work cooperatively with others.**

**Work independently with little direction.**

**Work from blueprints, shop drawings and sketches.**

**Operate, service and make minor repairs on equipment.**

**Maintain routine records.**

**Prepare and maintain as-built drawings.**

**LICENSE AND OTHER REQUIREMENTS**

**Must hold a valid Class "B" Illinois Commercial Driver's License.**

**Multiple Applicator license, as required, within 12 months of start date.**

**WORK DIRECTION, LEAD AND SUPERVISORY RESPONSIBILITIES:**

**Responsible for daily routine operations of student part time workers.**