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**BETWEEN THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DIST. 509 ELGIN
COMMUNITY COLLEGE AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS-AFL-CIO LOCAL UNION NO. 117**

Agreement made and entered into on July 1, 2014 by and between the Board of Trustees of Community College District No. 509, Kane, Cook, DuPage, McHenry and DeKalb Counties and the State of Illinois (hereinafter referred to as the "Board/Employer") and the International Brotherhood of Electrical Workers, AFL-CIO, Local Union 117 (hereinafter referred to as the "Union or Employee/Employees").

SCOPE OF WORK

The scope of work covered by this Agreement encompasses the maintenance of the physical plant facility of Community College District #509 either owned or leased by the District.

- (a) Maintenance shall be work performed for the operation, repair, and upkeep of physical plant as described above to be kept in serviceable condition.
- (b) The modification or installation of new walls, doors, and windows, etc., is within the scope of this Agreement.
- (c) Construction of new additional buildings and/or new additional structures would be of a new construction nature and not be in the scope of this Agreement.

ARTICLE I - CONTRACT PERIOD

SECTION 1.01 - This Agreement and the provisions thereof, when signed by the authorized representative of the Board and the Union, and approved by the International Brotherhood of Electrical Workers, shall be effective from July 1, 2014 to and including June 30, 2017, and shall automatically terminate on June 30, 2014. If either party desires to negotiate a successor collective bargaining agreement at least sixty (60) days' notice in writing shall be submitted prior to the expiration date of the existing agreement. The terms and conditions of the existing agreement shall remain in effect until a new contract is agreed upon.

ARTICLE 2 - SCOPE OF AGREEMENT

SECTION 2.01 - Pursuant to certification of the Illinois Labor Relations Act (I.E.L.R.A.) case No. 85-RC-0119, the Board recognizes Local Union 117 of the International Brotherhood of Electrical Workers as the exclusive representative for all employees in the unit set forth below:

UNIT: All full-time building engineers employed by Elgin Community College, excluding all custodians, supervisors, managerial employees, confidential employees, and students as defined in the Act. There shall be no part time building engineers employed by ECC, District 509.

for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

SECTION 2.02 – Entire Agreement

The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and IBEW Local 117 for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

ARTICLE 3 - EMPLOYEES

SECTION 3.01 - Wherever the term "Employee" appears in this Agreement it is construed to mean all full-time building engineers.

SECTION 3.02 - New employees shall serve a ninety (90) day probationary period of employment with the employer and shall immediately thereafter be credited with seniority from the date of employment.

SECTION 3.03 - During such probationary period, employees may be disciplined or discharged by the Employer without the employees so affected having recourse to the Grievance Procedure of this Agreement.

SECTION 3.04 - Employee Personnel Records

Each employee shall have the right, upon request, to review the contents of his/her personnel file and to place therein written reactions to any of its contents within thirty (30) calendar days of the filing of the original material. Every effort shall be made to comply with the employee's request to review his/her file within twenty-four (24) hours. A designee from the Human Resources may be present during this review for the sole purpose of ensuring that no materials are removed from the file.

The Board shall maintain only one official personnel file for each individual employee, the file to be located in the Human Resource Department. The employee shall have the right to place documents and materials in his/her personnel file, including but not limited to responses to evaluations, letters of commendation, notes of appreciation, and other appropriate items. Removal of materials from the personnel file shall occur only with the mutual consent of the employee and the Board. The employee may request photocopies of any and all documents in his/her personnel file at the customary cost, currently 10 cents per page.

The Board will not place evaluative material in an employee's personnel file until the employee has been given a copy of such material. Access to the employee's personnel file, without express written consent of the employee, will be limited to the employee and the Chief Human Resource Officer or designee.

ARTICLE 4 - UNION DUES - CHECK-OFF

SECTION 4.01 - The Board shall deduct from the pay of each bargaining unit member from whom it received a written authorization to do so, the required amount of fees for the payment of Union dues. Such fees, accompanied by a list of persons from whom they have been deducted and the amount deducted from each, and by a list of persons who had authorized deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Local Union 117 office no later than ten (10) working days after such deductions were made. Said written authorization shall be submitted upon forms approved by the payroll office of the Board.

SECTION 4.02 – Fair Share

It is recognized that the Union, as sole and exclusive bargaining agent, entails expenses for collective bargaining and contract administration which are appropriately shared by all employees who are beneficiaries of said Agreement. The Board shall deduct a sum equivalent to the proportionate share of the costs of the services rendered by the Union for collective bargaining and contract administration in its role as the sole and exclusive bargaining agent in equal payments from the regular paychecks of the employee in the same manner as it deducts dues for members of the Union provided:

- a. The Union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board (IELRB) and,
- b. The Union has certified annually in writing to the Board the amount of such fair share fee and has certified annually in writing to the Board that such notice has been posted.

The Board will deduct fair share from all newly hired employees with their first full pay period.

The Board will agree to deduct dues, in equal payments, from Union members provided written authorization is provided by the employee.

The Union, the International Brotherhood of Electrical Workers, agrees to defend, indemnify, and hold the Board harmless against any claim, demand, suit or other form of liability which may arise by reason of any action taken by the Union or the Board in complying with the provisions of this Section, including reimbursement for any legal fees or expenses incurred in connection therewith.

In the event an employee objects to the amount of such fee, the Board shall continue to deduct the fee and the Board shall transmit the fee (or the portion of the fee in dispute) to the IELRM which shall hold the fee in escrow in an amount established for that purpose. The Board shall continue to transmit such fee to the IELRB until further order of the Board. If the employee is entitled to a refund, the employee shall receive such refund plus any interest earned on the refund during pendency of the action.

If a non-member employee declares the right of non-association based upon bona-fide religious tenets or teaching of a church or religious body of which such employee is a member, such employee shall be required to pay an amount equal to the employee's proportionate share to the Elgin Community College Foundation.

ARTICLE 5 - UNION BUSINESS

SECTION 5.01 - Should it be necessary that an employee be temporarily relieved of his/her duties in connection with a grievance processing, the immediate supervisor shall be notified, and the approximate time necessary since certain schedule problems may exist. As much advance notice as possible should be given. A steward shall be appointed on any shift where the number of employees is greater than six (6). The Union will advise the Board in writing of the names of the Stewards in each Department and shall notify the Board promptly of any changes.

Duly authorized representatives of the Union will be permitted at reasonable times to enter the Employer's premises for the purpose of handling grievances or observing conditions under which Employees are working. These representatives will be identified to the Employer/Designee, and on each occasion will notify the Employer/Designee upon entering Employer's premises to conduct their business so as not to interfere with the Employer's operation.

SECTION 5.02 - It is agreed that there will be no Union activity on Employer time, except that which is necessary in connection with the processing of grievances in accordance with Article 10.

ARTICLE 6 - UNION BULLETIN BOARDS

SECTION 6.01 - The Board agrees that the Union may install and maintain a bulletin board at a location designated by the Board such that all Employees covered by this Agreement may easily read notices posted thereon.

ARTICLE 7 - STATE AND FEDERAL LAWS

SECTION 7.01 - If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision, if necessary.

ARTICLE 8 - NON-DISCRIMINATION

SECTION 8.01 – Equal Opportunity and Affirmative Action Statement
See Administrative Procedure 3.402 for complete administrative detailed procedures.

The Board and the Union, in accordance with applicable law, shall not discriminate against any employee on the basis of race, color, national origin, ancestry, sex/gender, age, religion, disability, pregnancy, veteran status, marital status, sexual orientation (including gender-related identity) order of protection status, or any other status protected by applicable federal, state or local law in matters of employment, or membership or participation in, or association with, the lawful activities of any organization.

SECTION 8.02- Discrimination, Harassment, and Retaliation

See Administrative Procedure 3.403 for complete administrative detailed procedures.

Sexual harassment is defined by the Equal Employment Opportunity Commission as any unwelcomed sexual advances, requests for sexual favors and other sexually-oriented conduct*, other verbal or physical conduct of a sexual nature which explicitly or implicitly affects an individual's employment or unreasonably interferes with an individual's work performance, creates an intimidating, hostile, or offensive work environment, and objectionable to the recipient when: Sexual harassment is defined as any unwelcome advances or requests for sexual favors or any conduct of a sexual nature when: a) submission to such conduct is made either explicitly or implicitly a term or condition of employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education; b) submission to or rejection of such conduct by an individual is used as a basis for academic or employment decisions affecting the individual; or c) such conduct has the purpose or the effect of substantially interfering with the individual's academic or professional performance or creating an intimidating, hostile or demeaning employment or education environment.

* Behaviors which, if unwelcome, may be perceived as sexual harassment can be verbal, non-verbal or physical. Verbal harassment may include, but not be limited to, epithets, derogatory comments or jokes, suggestive and insulting sounds, or whistling. Physical acts may include obscene gestures, touching, leering, pinching and brushing the body. Non-verbal behavior may include displaying offensive posters, cartoons, pictures, or drawings.

SECTION 8.03 - Reporting

Evidence of practices, which are inconsistent with this policy, shall be reported to the College Paralegal-EEO/AA Officer for a confidential review of concerns and complaints as well as for assistance toward a timely resolution. Whenever possible, attempts to mediate allegations of discrimination will be an informal process. In the event this proves to be unsatisfactory, the College Paralegal – EEO/AA Officer or the Chief Human Resource Officer will provide guidelines and assistance necessary for the employee to issue a formal complaint. If the employee is dissatisfied with the response of the College Paralegal or the Chief Human Resource Officer, he/she may appeal the matter in writing directly to the President.

ARTICLE 9 - NO STRIKE - NO LOCKOUT

SECTION 9.01 - There shall be no lockout by the Board or picketing, boycotts, cessation of work, slowdowns, strikes, interference with the business of the Board or other disruptive activities by the Employees or the Union during the life of this Agreement.

ARTICLE 10 - GRIEVANCE PROCEDURE

SECTION 10.01 – Definitions

1. A grievance is any claim or question in dispute by the Union or an employee that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement.
2. All time limits consist of business days in which the College is open, except Saturdays and Sundays.

SECTION 10.02 – Procedures

The parties agree that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, a Union Representative may accompany the employee to assist in the informal or formal resolution of the grievance. If the informal process fails to satisfy the employee or the Union, a grievance may be processed as follows:

Step 1: The employee or the Union may present a grievance in writing, as well as a proposed remedy, to the immediately involved supervisor and the Chief Human Resource Officer. The grievance must be submitted in writing within twenty (20) business days following the date of the act or omission giving rise to the grievance or following the date on which the employee knew or, in the exercise of reasonable diligence, should have known of such act or omission if that date is later. The Chief Human Resource Officer will arrange for a meeting of the affected parties within ten (10) business days after receipt of the grievance. The Chief Human Resource Officer shall provide a written answer to the grievant within ten (10) business days after the meeting. The answer shall include a reason for the decision.

Step 2: If the grievance is not resolved to the satisfaction of the employee or the Union at Step 1, then the Union may refer the grievance to the College President or his official designee within ten (10) business days after receipt of the Step 1 answer. The College President or his designee shall arrange with the Union Representative for a meeting to take place within ten (10) business days of the College President's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) business days of the meeting, the Union shall be provided with a written response from the College President or his designee, including the reasons for the decision.

Step 3: If the Union is not satisfied with the disposition of the grievance at Step 2 or if the time limits expire without the issuance of the College President's written reply, the Union may submit the grievance to final and binding arbitration. If within five (5) business days of receipt of the above notice the parties are unable to agree upon an arbitrator within the five (5) business day period, the parties shall submit the matter to a Dispute Resolution Board ("DRB"). The Dispute Resolution Board shall be made up of one member chosen by the grievant or his Union; one member chosen by the College and a third member chosen by the first two appointed members. If the College and the Union cannot agree on the third member, then the third member shall be the most recently retired Judge from a county within District No. 509 (Elgin Community College), being Kane County, DuPage County, McHenry County, DeKalb County, and Cook County, Illinois, on a rotating basis starting with Kane County. The Dispute Resolution Board shall serve as administrators of the proceeding. The decision of a majority of the DRB members shall be final and binding. If a demand for resolution before the DRB arbitration is not filed within thirty (30) calendar days of the date for the Step 2 answer, then the grievance shall be deemed withdrawn.

Authority of DRB. The DRB shall have no right to amend, modify, nullify, ignore, add to or subtract from the provision of this Agreement. The DRB shall consider and decide only the specific issues submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted. The decision of the DRB shall be final and binding on the parties.

SECTION 10.03 - Union Participation - Employee Represented

The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Union's Representative is not present.

SECTION 10.04 - Union Participation - Employee Not Represented

When an employee is not represented by the Union, the Union shall reserve the right to have its representative present to state its views at any formal stage of the grievance procedure. The administration shall make every effort to notify the Union of any adjustment of a grievance filed at the informal level when the Union is not present.

SECTION 10.05- No Reprisals Clause

No reprisals shall be taken by the Board or the Administration against an employee because of his participation in a grievance.

SECTION 10.06 - Released Time

Should a grievance hearing require that an employee or a Union Representative be released from his/her regular assignment; he/she shall be released without loss of pay or benefits.

SECTION 10.07 - Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the participants, to the extent legally permitted, in Human Resources and the Paralegal's office.

SECTION 10.08 - Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent and shall be deemed as never having been filed.

SECTION 10.09 - Time Limit Extension

Time limits may be extended by the mutual consent of the Union and the Board.

SECTION 10.10 - No Written Response

If no written response or decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.

SECTION 10.11 - Expense of Arbitration

Each party shall bear the full cost of its representation in arbitration. The cost of the retired Judge shall be divided equally between the parties. If either party requests a transcript of the proceedings, that party shall bear the full cost of such transcripts. If both parties request a transcript, the cost shall be equally divided. If the Judge requests a copy of the transcript, these costs shall be divided equally between the parties.

ARTICLE 11 - SENIORITY

SECTION 11.01 - Seniority is an employee's length of most recent continuous employment in the bargaining unit since his/her last hiring date.

SECTION 11.02 - An employee's seniority and employment relationship with the Board shall terminate upon the occurrence of any of the following:

- Resignation or retirement
- Discharge for just cause

Absent for three (3) consecutive work days without notification to the department head or designee/Human Resource Department during such period of the reason for the absence, unless there is a mitigating circumstance where the employee or an immediate family member is unable to contact the college.

SECTION 11.03 - Employees acting as Union steward under Article 5, of this Agreement shall not be transferred from his/her job classification or department because of their activities on behalf of the Union. Any transfers of the Union steward from his/her job classification or department, other than in an emergency, will be discussed with the Union in advance of any such transfers.

SECTION 11.04 - The Board will furnish the Union a list showing the name, number, address, classification and last hiring date of each employee as needed.

SECTION 11.05- Job openings within the unit shall be offered in order of seniority to those employees who meet the minimum requirements of the position. Vacant positions within the unit shall be posted within the unit for five (5) working days.

ARTICLE 12 - LAYOFF AND RECALL

SECTION 12.01 - When making a reduction in the number of employees due to lack of work and when rehiring, the following procedure shall be used.

- (a) Probationary employees who have not established seniority shall be laid off first.
- (b) Thereafter, employees shall be laid off in inverse order of their established seniority.
- (c) When adding employees, employees with seniority will be recalled in inverse order of layoff with a two-week grace period to report.

- (d) Nothing in the above shall prevent the Union and the Board from mutually agreeing to a program of spreading the work contemplated in such layoff.

In case of layoff, the Board will give the Union at least ten (10) calendar days' notice.

ARTICLE 13 - RATES OF PAY

SECTION 13.01 – Job Classifications

Employees in the job classifications set forth below shall receive the hourly rate provided for their respective grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the job classification and when job skills and workmanship have progressed to satisfactory levels as determined by the Manager of Plant Operations.

BUILDING ENGINEERS

Length of Employment	Percentage of Maximum Rate
0-5 Months	65%
6-11 Months	70%
12-17 Months	80%
18-23 Months	90%
24 Months +	100%

The maximum rate per hour for fiscal years 2012, 2013, and 2014 shall be as follows:

Fiscal Year	Maximum Rate Per Hour
2015	\$36.22
2016-	\$37.58
2017	\$39.08

If an employee in training is performing unsatisfactorily as determined by the Manager of Plant Operations so as not to be eligible for the scheduled pay increase, the increase shall not be denied the employee if the employee has not been formally counseled, with a written copy, at least once through each of the above training periods.

13.02- The college will notify the Union in writing of any new additions to the unit within ten (10) business days of hire.

13.03-The college may establish the position of Lead Engineer. This position shall have a \$1.00/hour attached to it for assuming the additional duties. This position shall be appointed by the Manager of Plant Operations and the appointment shall be renewable on an annual basis.

ARTICLE 14 - HOLIDAYS

SECTION 14.01 – Regular Holidays. The following are regular holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Day
10. President's Day

The following holidays are observed if they fall on any normally scheduled workday:

1. New Year's Eve
2. Veteran's Day
3. Christmas Eve

SECTION 14.02 – Eligibility

To be eligible for holiday pay, an employee must work his or her scheduled shift immediately prior to or after the holiday, unless he/she was on sick leave and submits a physician certificate confirming his/her inability to perform his/her assigned duties, or on paid vacation, or if the employee has a reasonable explanation for failing to report as determined by the Manager of Plant Operations.

SECTION 14.03 - Holiday Pay

Employees eligible for holiday pay shall be paid eight (8) hours pay at their hourly rate.

SECTION 14.04 - Working Holidays

Any employee who works a holiday shall receive one and one-half the employee's regular hourly rate for all hours actually worked, plus holiday pay at eight (8) hours pay. For all time worked in excess of eight (8) hours on an authorized holiday, the employee will be paid two and one-half times the employee's regular hourly rate, in addition to his/her holiday pay as defined in Section 14.03.

ARTICLE 15 - VACATION

SECTION 15.01 - Vacation

Annual vacation period is provided in accordance with the following schedule:

1-4 years continuous service	10 working days
5-9 years continuous service	15 working days
Beginning with the 10 th year of continuous service	20 working days

SECTION 15.02 - Employees shall be allowed to pick vacation periods of a week-at-a-time in order of seniority. In the event two (2) or more employees request the same vacation period for the same time, vacation shall be given to the more senior employee and the junior employee will be asked to choose an alternative date. When possible, employees shall give a minimum of twenty-five (25) business days' prior notice for all week-at-a-time requests. The vacation time so chosen shall be subject to the approval of the Manager of Plant Operations. Once approval by the Manager of Plant Operations has been obtained, no changes to the vacation schedule shall be made due to additional vacation requests by other employees. Only one (1) building engineer per day shift/evening shift shall be on vacation at the same time, unless approved by the Manager of Plant Operations. Employees shall not be permitted to take more than ten (10) working days or two (2) weeks consecutively.

SECTION 15.03 - Requests for individual or less than a week-at-a-time vacation days shall be considered in the order received after consideration to all week-at-a-time requests in accordance with Section 15.02. Only one (1) building engineer per day shift/evening shift shall be on vacation at a time. Vacation so chosen shall be subject to the approval of the Manager of Plant Operations. When possible, employees shall give a minimum of three (3) business days' prior notice for all individual vacation day requests.

SECTION 15.04 – If an employee's service is terminated, he/she shall be paid for such vacation time as he/she has accrued, up to thirty (30) days.

SECTION 15.05 - If an employee desires to reschedule his/her vacation period he/she shall give the department at least ten (10) business days' notice to the Manager of Plant Operations who will attempt to accommodate him/her, providing the change does not conflict with previously scheduled/approved vacations.

SECTION 15.06 - Vacation Carryover.

Unused vacation days shall be cumulative, but only thirty (30) days will be carried over on September 1st of every year. Any unused days over thirty (30) on September 1st will automatically roll into sick leave.

ARTICLE 16 - PERSONAL DAYS

SECTION 16.01 - Each employee shall be granted four (4) days without loss of salary each year for personal leave. Upon hire, new employees will be granted personal leave prorated based on their hire date as follows:

- July 1 - September 30 = 4 days
- October 1 - December 31 = 3 days
- January 1 - March 31 = 2 days
- April 1 - June 30 = 1 day

These days may be taken in 1/4 hour increments. Unused personal days shall be credited to sick days. Requests for personal business days should be made ordinarily not less than 24 hours prior to the day being elected.

ARTICLE 17 - SICK DAYS

SECTION 17.01 - Sick Leave

Employees shall earn one (1) sick day per month. Sick leave may be used for personal illness or disability, or because of a medical emergency in the employee's immediate family defined as spouse, spouse-substitute, children, parents, grandparents, or grandchildren. Sick leave in cases of serious illness of immediate family shall be limited to five (5) days. A doctor's statement substantiating illness and/or verifying ability to return to duty may be required when the employee has been absent three days or more. No payment for unused sick time accrued will be made. If legislation during the term of this contract requires the college to pay employees for unused accrued sick days, the maximum which may be accrued for payment is one hundred eighty (180) days. Upon hire, the employee shall be credited with twelve (12) sick days. After the first year of employment, they shall be earned at one (1) day per month.

SECTION 17.02-Family Medical Leave

For simplification on this document, FMLA refers to the Family & Medical Leave Act. FML refers to Family Medical Leave.

1. Eligible Employees

Eligible employees are those who have worked at least one thousand two hundred fifty (1250) hours over the twelve (12) months prior to the first day of the FMLA leave. Eligible employees shall be entitled to a total of twelve (12) work weeks of unpaid leave in which they are scheduled to work during one thousand two hundred fifty (1250) hours for one or more of the following:

- a. In order to care for the spouse, child or parent of the employee if such spouse, child or parent has a serious health condition;
- b. Because a serious health condition, defined by a written statement by the attending physician, makes the employee unable to perform the functions of his/her position;
- c. Because of reasons provided for under the provision "Maternity/Child Rearing Leave" as stated in this contract, the commencement to be determined by the employee, not to exceed the accumulation of the twelve (12) week aggregate and will not be taken simultaneously with any other leave covered by this contract;
- d. For qualifying exigencies arising out of the fact that the employee's spouse, child or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

2. **Intermittent Leave**
Leave under Section 1, subparagraph (a) or (b) may be taken intermittently or on a reduced schedule leave when medically necessary. The taking of leave intermittently or on a reduced schedule leave shall not result in a reduction in the total amount of leave to which the employee is entitled beyond the amount of leave actually taken.
3. **Alternative Position**
If an employee requests intermittent leave, or leave on a reduced schedule that is foreseeable based upon planned medical treatment, the College may require that employee to transfer temporarily to an available alternative position offered by the College for which that employee is qualified and that:
 - a. Has equivalent pay and benefits; and
 - b. Better accommodates recurring periods of leave than the regular assignment of the employee.
4. **Duties of Employee**
If any case in which the necessity for leave under Section 1, subparagraph (a) or (b) is foreseeable based upon planned medical treatment, the employee:
 - a. Shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the College. Such treatment shall be subject to the approval of a health care provider's medical determination of need for treatment; and
 - b. Shall provide the College with not less than a thirty (30) day advance notice. If the date of the treatment requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.
5. **Certification**
The College may require:
 - a. Thirty (30) day advance notice of the need to take FMLA leave when the need is foreseeable;
 - b. Medical certifications supporting the need for leave due to a serious health condition affecting the employee, spouse, child, or parent;
 - c. Second or third medical opinions, and periodic recertification by a designated health care provider of the College (at the College's expense); and
 - d. Periodic reports during FMLA leave regarding the employee's status and intent to return to work. Such reports shall include the date of the onset of the condition, the probable duration, the appropriate medical facts, and a statement by the employee that they are needed to care for the seriously ill spouse, child, or parent.
 - e. Statement for the employee (including available written support documentation) about the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member, as well as certification (i.e. the service members' active duty orders) that the covered service member is a member of the National Guard or Reserves who is on active duty or called to active duty in support of a contingency operation.

When leave is needed to care for self, a spouse, child, or parent and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

The College will grant an eligible employee who is a spouse, child, parent, or next of kin of a current service member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of 26 work weeks of unpaid leave during a "single 12-month period" to care for the service member. The single 12-month period is measured forward from the date an employee's leave to care for the service member. The single 12-month period is measured forward from the date an employee's leave to care for the covered service member begins.

Also, the College must inform employees of their rights and responsibilities under FMLA, including giving specific information when an employee gives notice of FMLA leave on what is required of the employee and what might happen in certain circumstances, such as, if the employee fails to return to work after FMLA leave.

6. Leave Designation

An eligible employee may elect to substitute any accrued personal leave, or medical or sick leave for any part of the twelve (12) week period of such FML. Such designation shall be prior to the conclusion of the leave.

7. Job Restoration

Employees electing leave under FMLA shall be given the opportunity to return to work upon conclusion of such leave. Seniority shall accrue during FMLA leave.

8. Maintenance of Health Benefits

The College is required to maintain group health insurance coverage for employees on FMLA leave on the same terms as if the employee had continued to work. Employees shall pay their share of dependents health insurance premiums while on leave. If the employee fails to return to work, the Board may recover premiums it paid to maintain his/her health coverage.

SECTION 17.03 – Victims’ Economic Security and Safety Act (VESSA)

Employees who have worked for the College during any 12-month period may be entitled to a total of 12 workweeks of leave during any 12-month period under the Victims’ Economic Security and Safety Act (VESSA).

VESSA leave may be taken on an intermittent basis.

An employee may take VESSA leave to:

1. Seek medical attention for, or recovery from, physical or psychological injuries caused by domestic or sexual violence to the employee or employee’s family or household member;
2. Obtain victim services for the employee or employee’s family or household member;
3. Obtain psychological or counseling for the employee or employee’s family or household member;
4. Participate in safety planning, including temporary or permanent relocation or other actions to increase the safety of the victim from future domestic or sexual violence; or
5. Seek legal assistance to ensure the health and safety of the victim, including participating in court proceedings related to the violence.

Employees who have paid sick leave available to them may use such leave concurrently with their VESSA leave. After exhausting his or her paid leave, the remainder of an employee’s VESSA leave will be unpaid. VESSA does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act (FMLA); thus, such leave shall run concurrently with VESSA.

Employees who wish to apply for a VESSA leave are required to meet certain notification and documentation requirements that are available from the Human Resource Department. The College reserves the right to request one or more of the following:

- Documentation from a victim services organization, attorney, member of the clergy, or medical or other professional from whom the employee’s family or household member has sought assistance;
- A police or court record; or
- Other corroborating evidence.

Employees must pay their share of health insurance premiums while on VESSA leave. If an employee fails to return to work following the conclusion of a VESSA leave, the College may recover the health insurance premiums it paid on behalf of the employee.

For more information on VESSA leave procedures and requirements, employees should contact Human Resources.

ARTICLE 18 - PAY DAYS

SECTION 18.01 – Employees will be paid over fifty-two (52) weeks for a total of twenty-six (26) pay periods per year. Employees will be paid for all hours worked.

ARTICLE 19 - DEATH IN FAMILY BEREAVEMENT LEAVE

SECTION 19.01 – Bereavement Leave

Employees may use up to six (6) work days without loss of pay, three (3) of which are bereavement days and three (3) of which are sick days, for bereavement of the death of a family member defined as spouse, domestic partner, civil union partner, children, parents, siblings, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and dependents (as defined by the Internal Revenue Code Section 152).

ARTICLE 20 - JURY DUTY

SECTION 20.01 - Jury Duty/Court Related Leave

Employees summoned as jurors will notify the appropriate supervisor as soon as possible after he/she has received notice to serve, or the College Paralegal if subpoenaed for a work-related matter. Summoned/subpoenaed employees required to appear in court during a day and time on which they were scheduled to work, will be paid their normal salary during this period. Reimbursement, exclusive of mileage, from county, state or federal agencies will be turned over to the College. Such time will not be deducted from accumulated sick, personal or vacation leave. Leave for employees serving as witnesses at civil trials may be used for a maximum of three (3) days per trial.

Employees who are a plaintiff or defendant in a criminal or civil proceeding unrelated to their employment by the college must use accumulated sick, personal or vacation leave for any absence, if available.

ARTICLE 21 - WORK LIMITATIONS – SUPERVISORS

SECTION 21.01 - Work normally done by the employees covered in this Agreement will not be done by supervisory personnel with the following exceptions: Work done in an emergency situation including preliminary work necessary to determine the extent of the problem; utility management including starting, stopping, and adjusting temperature control equipment.

ARTICLE 22 - CONTRACT WORK

SECTION 22.01 - The Board reserves the right to contract work, and agrees that no work within the scope of this agreement will be contracted during a lay off.

ARTICLE 23 - HOURS OF WORK

SECTION 23.01 - The normal work week shall consist of forty (40) hours of five (5) consecutive days, Monday through Friday for employees hired on or before October 1, 2009. For employees hired after October 1, 2009, the normal work week shall consist of forty (40) hours of five (5) consecutive days Tuesday through Saturday or Monday through Friday designated by the College. For employees hired on or after July 1, 2011, the normal work week shall consist of forty (40) hours of any five consecutive days.

SECTION 23.02 - The normal workday shall consist of eight (8) hours between the hours of 6 am to 3:30 p.m. for the first shift and between the hours of 2 p.m. to midnight for the second shift. The thirty (30) minute lunch period will be coordinated by the immediate supervisor. Any employee who works a shift other than first shift shall receive a paid thirty (30) minute lunch break; however, the employee shall not leave campus and is on an on-call status.

SECTION 23.03 - Relief Period

A fifteen (15) minute relief period shall be given in each morning and each afternoon. The relief period is to be given as near the middle of the session as circumstances will permit. These fifteen (15) minute periods will be considered and paid for as time worked.

SECTION 23.04 – Emergency Closing Compensation. All employees who are required to work on a day when the College is closed due to an emergency will be paid one and one-half (1½) times their regular rate of pay in addition to their regular rate of pay. Employees who report to work but who are not required to do so will be paid their regular rate of pay.

ARTICLE 24 - OVERTIME

SECTION 24.01 - All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for at time and one-half, except as hereinafter provided.

SECTION 24.02 - All time worked on Sundays or an employee's seventh consecutive working day shall be compensated at two (2) times the regular rate of pay, except when Sundays are part of the employee's regular work schedule.

SECTION 24.03 - Insofar as it is practical to do so, the Board will endeavor to distribute overtime work equally and impartially to the employees at a given location who are qualified to do the class of work to be performed and who usually perform such work during their normal working schedules.

SECTION 24.04 - Any error in the assignment of overtime will be corrected at the next opportunity for assignment of overtime.

SECTION 24.05 - All scheduled overtime will have at least 48 hours prior notice.

ARTICLE 25 - CALLOUTS

SECTION 25.01 - "Callout" shall be defined as when a building engineer is called (e.g. via telephone/cell phone/text message) to work outside his/her normally scheduled working hours due to any immediate need that may arise on the college main or satellite campus.

SECTION 25.02 - When a callout occurs that employee shall receive not less than two (2) hours pay at time and one-half (1½) rate. For any hours worked above two (2) hours that employee shall receive time and one-half (1½).

SECTION 25.03 - When a callout occurs on Sundays, holidays, or an employee's seventh consecutive working day, that employee shall receive not less than two (2) hours at double time. For any hours worked above two (2) hours that employee shall receive double time.

ARTICLE 26 - GROUP INSURANCE

SECTION 26.01 - Health and Dental Insurance Premiums

A. Employee Health and Dental Premiums

Employees enrolled in the health and dental benefits plans will pay the listed percentage of the employee premiums:

- Effective July 1, 2014 – 11%
- Effective July 1, 2015 – 12%
- Effective July 1, 2016 – 13%

B. Dependent Health and Dental Premiums

Employees enrolled in the health benefits plan will pay the listed percentage of the dependent premiums:

- Effective July 1, 2014 – 20%
- Effective July 1, 2015 – 21%
- Effective July 1, 2016 – 22%

SECTION 26.02 – The Board shall provide at its expense group term life and accidental death and dismemberment insurance at two (2) times the annual base salary rounded to the next higher one thousand dollars (\$1,000), subject to a minimum of \$100,000 and a maximum of \$350,000.

SECTION 26.03 - Severed employees will have the opportunity to continue health insurance benefits under the provisions of COBRA, the Consolidated Omnibus Budget Reconciliation Act.

SECTION 26.04 - The Board agrees that employees shall receive health and dental insurance benefits at a level no less than is consistent with the administrative group.

SECTION 26.05 - The exact benefits, plans and terms are available on the Summary Plan Description available from the Human Resource Department.

ARTICLE 27 - PLAN CONTRIBUTIONS AND RETIREMENT

SECTION 27.01 - 403(b) Plan and 457(b) Plan Contribution - The Board shall sponsor and employees shall have the opportunity to elect salary reduction contributions to a 403(b) plan and a 457(b) plan, if available, with all related costs being borne by the 457(b) plan participants, in a form authorized by the Board and plan administrator.

SECTION 27.02 - State University Retirement System (“SURS”) - The College is a member of SURS which provides retirement benefits for eligible employees. Employee contributions are required by the State of Illinois and shall be deducted accordingly from the employee’s earnings.

ARTICLE 28 - SAFETY

SECTION 28.01 - The Board and the Union agree to establish a Safety Committee consisting of a minimum of two (2) representatives from the Building Engineers and two Administrators for the purpose of establishing a safety program and rules covering safe practices. This committee will meet no less than semiannually. A schedule for training of all Building Engineers will be developed on a yearly basis.

SECTION 28.02 - Employees shall not be required to work under conditions which are clearly unsafe or hazardous, or to perform tasks which clearly endanger their health or safety.

ARTICLE 29 - PROFESSIONAL GROWTH OPPORTUNITIES

SECTION 29.01 - Any employee may request prior approval to attend and be reimbursed by the College for satisfactory completion of courses, training seminars, or other programs which are designed to improve employee performance on the job. If approved prior to enrollment in such courses, the costs of such programs shall be reimbursed. The College shall require proof of payment (i.e. a receipt) and an official final grade report of satisfactory completion. Qualified individuals shall submit a request for reimbursement to the Human Resource Department within sixty (60) days of the completion of the course. Employees must utilize the professional development funds available to them in the fiscal year in which the course, training seminar, or program was completed.

SECTION 29.02 - Tuition Reimbursement

Each employee, employee’s spouse, and employee’s children age twenty-five (25) or younger shall have the right to receive reimbursement of tuition for ECC credit courses.

To receive reimbursement, an employee must be actively employed at the completion of the course and the student must earn a grade of “C” or better. If the course is graded on a pass/fail scale, the grade earned must be “pass”. The tuition reimbursement is limited to tuition only. Other fees must be paid by the individual and will not be reimbursed, including, but not limited to: laboratory fees, supplies, textbooks, etc.


Qualified individuals, upon successful completion of a College course, shall submit a reimbursement form to the Human Resource Department within sixty (60) days of the completion of the course. The request will be validated both for eligibility and course grade by the Human Resource Department and the Business and Finance Department, respectively.

ARTICLE 30 – SIGNATURE PAGE

Between the Board of Trustees of Community College District #509, Elgin Community College
and
The International Brotherhood of Electrical Workers
AFL-CIO Local Union 117

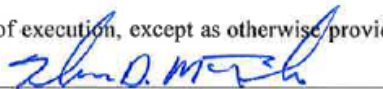
From
July 1, 2014 to June 30, 2017

This Agreement shall be effective on the date of execution, except as otherwise provided herein.



Dr. Donna Redmer
Chairperson – Board of Trustees
Elgin Community College, District 509

Date: 5/13/14



Thomas D. McTavish
Business Manager/Financial Secretary
IBEW, Local Union No. 117

Date: 5/6/14