

BOARD OF TRUSTEES
LAST, BEST AND FINAL OFFER

Presented November 1, 2019

FOR THE AGREEMENT BETWEEN

TRITON COLLEGE BOARD OF TRUSTEES, DISTRICT 504

AND

TRITON COLLEGE MID-MANAGEMENT ASSOCIATION

EFFECTIVE
UPON IMPLEMENTATION THROUGH JUNE 30, 2022

ARTICLE I - RECOGNITION

1.1 Association Recognized

The Board recognizes the Association as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours, and conditions of employment for all full-time employees classified as Mid-Managers as listed in Appendix B. The inclusion and exclusion of mid-management positions may change from time to time.

1.2 Definitions

A. Agreement

The term "Agreement" shall mean this current collective bargaining Agreement between the Board and the Association.

B. Board

The term "Board" shall mean the Board of Trustees of Community College District No. 504, and the County of Cook and State of Illinois.

C. Association

The term "Association" refers to the Triton College Mid-Management Association, a chapter of the Cook County College Teachers Union, Local 1600, of the American Federation of Teachers.

ARTICLE II - ASSOCIATION RIGHTS

2.1 Dues Checkoff

~~The Board will deduct from the pay of each Association member from whom it receives voluntary authorization to do so the required amount of monthly Association dues. Said deductions, when calculated on a percentage basis, shall apply to the member's base pay. Said deductions shall be implemented within thirty (30) calendar days of the receipt of authorization.~~

~~The Association may change the method or amount of said deductions upon written notice to the College by the Treasurer of the Cook County College Teachers Union provided that such change does not occur more than once per fiscal year. The dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each, shall be forwarded to the Cook County College Teachers Union no later than seven (7) days after such deductions were made. The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, or judgments against the Board as a result of any action taken or not taken under this section.~~

Dues Checkoff

The Union will notify the College of any new members who have agreed to dues authorization and will notify the College of any current members who choose to cease paying dues. The Board will deduct the required amount of monthly Union dues from the pay of each member of the bargaining unit from whom it receives written authorization to do so. The dues payment and a listing of the bargaining unit members, both paying dues and not, shall be forwarded to the Union no later than fourteen (14) days after deductions were made. Such listing shall include the amount deducted for each person listed with those not paying dues marked as zero deducted.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

2.2 Reinstatement of Employees on Dues Checkoff

Whenever employees take a leave of absence and are dropped from dues deduction, upon their return to the job, they will be automatically reinstated on dues deduction.

2.3 Association Meetings

The Association shall have the right to schedule a monthly meeting. The College will allow one (1) hour of release time per month for mid-management employees to attend a monthly meeting.

2.4 Release Time for Association Officers

- A. The Board shall grant release time with pay to the President of the Association and one (1) other Association member to attend a meeting of Local 1600's House of Representatives at 2:00 PM on the third Friday of every odd numbered month. The Association President shall be granted release time with pay to attend Local 1600's Executive Board meeting on the third Friday of the even numbered months.
- B. The Association President or designee shall be granted one (1) hour of release time with pay per week to conduct Association business. The schedule of the released time shall be determined mutually through discussion between the Association President and the employee's supervisor.
- C. **Association Officer's use of release time must receive supervisor approval in advance (or Area VP in absence of the supervisor).** ~~Employees shall, after giving appropriate notice to their supervisor, be allowed time off with pay during working hours to attend grievance hearings, labor-management meetings, or meetings called or agreed to by the Board, if such employees are parties to or otherwise entitled to attend such meetings by virtue of being Association representatives.~~
- D. The Board agrees that one member of the Association who has been elected as official delegate to a conference or a convention of the American Federation of Teachers or the Illinois Federation of Teachers shall be granted a leave of absence, without loss of pay, to attend the conference or convention. The Board and the Association agree that the maximum number of work days with pay granted to the Association shall be five (5) per year and no more.

2.5 Public Records

The Board shall make available to the Association upon its request, any existing records which are relevant to negotiations or the enforcement of this Agreement.

2.6 Board Agenda

- A. The Association shall be supplied a copy of the agenda, minutes of all Board meetings after being duly approved, additional Board reports, and the dates of all regular and special meetings of the Board.
- B. Within ten (10) days of a Board meeting, where personnel transactions affecting the bargaining unit occur, the Human Resources Department shall send to the Association a list of all new bargaining unit employees, their home addresses, their job titles, and their work locations, and other personnel transactions affecting bargaining unit employees that were not a part of the Board agenda.

2.7 Board Policies

One (1) copy of the Board's official policies, regulations, and bylaws, and all subsequent additions, deletions, and amendments shall be provided to the Association President for use by the Association.

2.8 Association Access

The Association shall have the right of access at reasonable times to areas in which employees work, the right to use bulletin boards, mailboxes, interoffice mail, and other means of communication, subject to reasonable regulation, and the right to use the facilities and equipment of the College for Association business as related to the terms and conditions of employment at Triton College.

2.9 Association Office

As long as space and equipment are available, the Association shall receive an office for use for its legitimate business.

2.10 Mid-Management Seat on College Committees

The Association may appoint one (1) representative to all College committees that deal with issues affecting mid-management employees.

2.11 Abolition of a Job Classification

The Board shall notify the Association of intent to abolish or merge job classifications under this agreement and negotiate impact of such changes.

2.12 Subcontracting

If the Board determines that subcontracting is necessary, to the extent that such would occasion a reduction of employees, the Board shall notify the Association in writing sixty (60) days prior to final implementation of such subcontracting. Upon written request of the Association, the Board will enter into negotiations with the Association with respect to the possible amelioration of the impact upon such affected employees, including their possible reassignment to other positions in the College and/or their employment by the subcontractor.

2.13 Nondiscrimination

No employee shall be discriminated against or favored because of Association membership or activities, sex, marital status, parental status, age, race, color, national origin, religion, or disability.

2.14 Association Exclusivity

The Board shall not meet, discuss, confer, subsidize, or negotiate with any other employee organization or its representatives other than the Mid-Management Association on matters pertaining to mid-management employees hours, wages, and working conditions. The Board shall not negotiate with employees over their hours, wages, and working conditions, except as provided herein. This does not prohibit informal resolution of grievances.

2.15 COPE Check-off

The Board shall deduct Committee on Political Education (COPE) monies from the salary of each member who shall authorize the same in writing, in the amount indicated on the authorization to deduct said monies. The amounts deducted shall be forwarded to the Treasurer of the Cook County College Teachers Union -- COPE. The Board shall also forward a list of persons on COPE deduction for the period covered. Such deductions may be revoked by the member by notifying the Payroll Department of the college in writing to terminate the deductions.

2.16 Fair Share

~~Employees covered by this Agreement shall be required to maintain membership in the Association or to pay, in lieu of dues, a fair share fee. Employees who elect not to become members of the Association shall also be required to pay a fair share fee no later than sixty (60) calendar days following commencement of employment. The amount of the fee shall be certified to the Board by the Association, and fair share deductions shall be made at the same time and in the same manner as dues checkoff deductions under section 2.1.~~

~~The Association shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Association, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member employees and paid to the Association.~~

~~Non-member employees who object to the amount of the fair share fee established by the Association shall have the right to file an unfair labor practice charge against the Association or take such other action as may be authorized by the Illinois Educational Labor Relations Board. Upon any such filing and notice of such to the Association and to the Board, such funds as paid by the employee shall be transmitted to the Illinois Educational Labor Relations Board or designee for placement in an appropriate escrow account as established by such agency for such purpose and pursuant to their rules and regulations.~~

~~Employees who object to the payment of such fees based upon bona fide religious tenets or teaching of a church or religious body of which such employees are members shall pay the fair share fee as determined by the Union to a non religious, charitable organization mutually agreed upon by the employees affected and the Association. If the affected employee and the Union are unable to reach an agreement on the matter, such money will be paid to one of the charitable organizations approved by the Illinois Educational Labor Relations Board for such purposes.~~

~~The Association shall indemnify and hold harmless the Board of Trustees, its members, officers, agents and employees from any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.~~

ARTICLE III - BOARD RIGHTS

The Board retains and reserves the ultimate responsibilities for proper management of the college district in accordance with applicable law, including, but not limited to:

- 3.1 To maintain executive management and administrative control of the college district, its properties, facilities, and employees, and to adopt and enforce all necessary rules for the management and government of the college not in conflict with this agreement or applicable law.
- 3.2 To establish educational policies, goals, and objectives of the college; to determine the number, kinds, and qualifications of personnel required in order to maintain the efficiency of college operations; and to administer the personnel system of the college, none of which conflict with this Agreement.
- 3.3 To establish work site location and the staffing thereof; to build, move, or modify facilities; to establish budget procedures and determine budgetary allocations; and to determine the methods of raising revenue.
- 3.4 The Board also reserves the right to amend its policies and to exercise all other rights and powers not specifically provided for in this Agreement which are consistent with law provided that no such amendment shall directly or indirectly modify or limit the salary, terms, fringe benefits, or working conditions contained in this Agreement.
- 3.5 The Board powers enumerated in this Article (III), are limited by the terms of this collective bargaining Agreement, the Illinois Educational Labor Relations Act, and other applicable laws.

ARTICLE IV - PERSONNEL SELECTION AND CLASSIFICATION

4.1 Vacancies

For the purposes of this Agreement, a vacancy occurs when the Board determines to increase the work force; fill new positions; or replace employees as a consequence of an employee's termination, transfer, promotion, demotion, or the like, except when the employee is replaced by the transfer or reassignment of another mid-manager.

- A. Before posting a mid-management vacancy, the Board shall give first consideration to qualified employees on the recall list or subject to be placed on the recall list.
- B. All mid-management vacancies will be posted internally for a minimum of five (5) working days prior to publication of the vacancy by any other means.
- C. All internal applicants must make formal application through the Human Resources Department.
- D. All applications will be reviewed by the Human Resources Department with advice of the immediate supervisor of the position.
- E. Qualified candidates will be interviewed by a member of the Human Resources Department, immediate supervisor, and other appropriate individuals.
- F. Positions may be advertised locally, and external candidates may be solicited. Qualified external candidates selected for interview will be interviewed as detailed above.
- G. The above procedures do not apply to the reclassifications of positions.

4.2 Selection

For posted positions, among all minimally qualified applicants, the internal applicant will have preference; however, in all cases, the most qualified applicant will be selected.

4.3 Reassignment

- A. The Board reserves the right to reassign a mid-manager to any other mid-management position for which he/she is qualified due to such factors as the financial condition of the College, consolidation, cut backs, and/or elimination of program(s). Prior to reassignment, management shall meet with the employee and an Association designee to discuss the change.
- B. A mid-manager involuntarily reassigned to a lower classification shall maintain his salary.

- C. No employee shall be reassigned involuntarily without a written reason from the Department of Human Resources.
- D. Reassignment of a mid-manager to a position as specified in this section is not a grievable issue.

4.4 Internal Promotions

Employees promoted to a new position shall serve a 90 day probationary period and shall be evaluated at 30, 60 and 90 days. Removal from probation requires Board approval.

An internal promotion occurs under the following conditions: 1) when a mid-manager moves from one position to another existing position at a higher grade within the same department, or 2) when the job duties of a mid-manager have changed so substantially as to warrant a new position at a higher grade.

Existing positions need not be point counted; however, new positions must be point counted in accordance with Article IV, Section 4.5, New Classifications. In either case, the position shall not be posted and the incumbent employee shall be promoted to the position.

Such a promotion must receive the recommendation of the President, concurrence of the division Vice President, and approval of the Board of Trustees. The Mid-Management Association shall be consulted prior to such promotion.

4.5 New Classifications

- A. When a decision is made to add a new classification or change an existing classification, the Association shall be notified.
- B. A job description shall be developed detailing the nature of the assignment and job qualifications.
- C. The description shall be reviewed and approved by the appropriate administrator and submitted to the Human Resources Department for calculating a recommended classification and salary grade. (The approved point count system shall be used to place each classification in a salary grade.) Mid-Management Association shall be notified at least three (3) work days prior to any point count meeting under this section.
- D. The calculation of the recommended classification and salary grade shall be made by a panel consisting of an administrator from the Human Resources Department, an administrator from the reporting area of the mid-management position being reviewed, and two representatives appointed by the Triton College Mid-Management

Association. At the request of either the Association or the Administration, the panel may utilize a non-voting resource person possessed of extensive and direct knowledge relating to the position under review. A copy of the point count tabulation and assignment of the pay grade shall be given to the Association at the end of the meeting. The administrator from the Human Resources Department shall notify the employee (if any) of the results of the point count. The College will provide to the Association a summary of the point count grading sheet following each point count meeting. The sheet shall provide total points for each of the following areas: Education, experience, complexity, interaction, supervision, working conditions and impact.

- E. The results of the point count and the recommendation of the committee shall be given to the College President or his/her designee.
- F. Upon approval, the description and salary grade shall be forwarded to the Board of Trustees for final action.

4.6 Assignment of Positions to Grades

Positions will be reviewed periodically but at a minimum of every five (5) years only if requested by the employee(s), association or the administration using a mutually agreeable system for the equitable analysis for job content.

The assignment of positions to grades is contained in Appendix B.

4.7 Initial Employment (language already exists)

All new employees shall be given a copy of this negotiated agreement; information on health and life insurance programs and other information that will help the mid-manager understand college benefits and related matters. New employees shall be given appropriate information regarding their salary and other grade information. All positions under this negotiated agreement are subject to Pre-employment physicals.

ARTICLE V - WORKING CONDITIONS

5.1 Working Hours

All mid-managers shall work forty (40) hours per week. **While individual exceptions will be made, on a case by case basis, the regular work hours for all bargaining unit employees will be Monday through Friday, 8:00 am to 5:00 pm with a 1 hour unpaid lunch break.**

5.2 Hours

Responsibilities vary greatly within the mid-management group; therefore, work hours and work days are flexible and may vary from week to week depending on area needs. After consulting with the employee, appropriate schedules will be determined by the area supervisor. **Flexible scheduling must be approved by the Area Supervisor in advance of work being performed.**

5.3 Compensatory Time

Compensatory time may be provided in lieu of salary. **Compensatory time must be approved by the Area Vice President on the form in advance of work being performed.** Compensatory time must be requested by the employee and/or offered by the employer. If either the employee or employer do not agree to the use of compensatory time, the employee will be compensated in salary for all approved overtime. As all overtime must be pre-approved, the election of either salary or compensatory time must be made prior to the beginning of the overtime shift.

Guidelines for earning and using compensatory time are as follows:

- a. Compensatory time may be accumulated to a maximum of eighty (80) hours time-off at any time during the year.
- b. Each hour accumulated must be used within ninety (90) days of the date earned.
- c. All compensatory hours earned within a fiscal year must be used within that fiscal year.
- d. The employee and employer must reach consensus on when compensatory time can be taken.
- e. The employer should inform employees of the best time of year to redeem compensatory time.

5.4 Working Conditions

There shall be maintained such health, safety, and sanitary conditions as required by local, state, and federal law.

5.5 Office Automation and Reorganization

The administration agrees to inform the association of a reorganization that affects bargaining unit members 15 work days prior to implementation. When changes in operation due to technological innovations occur, the Board shall give first consideration to affected employees. If the affected employees do not possess the skills or knowledge to perform the required work in the new operation, the Board shall endeavor to provide the necessary training to such employees during work hours at the Board's expense. However, such training and acquisition must be attainable within 20 working days, or within the period specified by the supplier of the equipment or machinery as the time period within which the skills should be attainable. If an employee does not sufficiently complete the training or acquire the skills within the time periods herein specified, then, in that event, the Board shall fill the positions in the newly implemented operations as otherwise provided in this Agreement.

5.6 Changing Job Duties

There shall be no permanent substantial changes (ten percent [10%] of the job description) in job duties of a classification unless the duties are included in a new classification in accordance with Section 4.5 of the Agreement (New Classifications).

5.7 Evaluations

A. New Employees.

Initial employment of mid-managers must be approved by the Board of Trustees prior to the employee beginning a probationary period. Benefits for employees within the probationary period can be found as specified in Article XII. Mid-management employees, upon initial placement, shall be evaluated after the completion of sixty (60), one-hundred twenty (120) and one-hundred eighty (180) calendar days. After one-hundred eighty (180) calendar days, and contingent upon satisfactory evaluations, the individual will be recommended to the Board of Trustees for appointment to the position. The Board shall act on the recommendation within thirty (30) calendar days. The employee shall not be considered to have completed the probationary period until the Board takes official action. The initial one-hundred eighty (180) days of employment will be considered a probationary period. Failure to recommend employment to the Board because of unsatisfactory performance is not a grievable action.

Upon satisfactory completion of the primary probationary period and upon the recommendations of the respective supervisor(s) and the Associate Vice President of Human Resources or designee and the approval of the Board, the individual shall become a permanent employee. The Board shall act on the recommendation within thirty (30) calendar days of receipt of the recommendations, or at the nearest regular meeting of the Board thereafter. Employment shall continue until termination by resignation, retirement, or dismissal.

B. Post-Probationary Employees.

After successful completion of the probationary period and subsequent Board appointment to the position, mid-management personnel will be evaluated on an annual basis. The evaluation is to be conducted by the immediate supervisor, discussed with the employee, and forwarded for review to the appropriate office. Annual evaluations will be conducted prior to April 30. Additional evaluations may be requested at other times at the request of the individual, immediate supervisor, or appropriate official. Whenever possible, the administration will accommodate the request for an additional evaluation by an individual. Individuals shall cooperate with administration's request for evaluations as required.

- C. Grant employees shall be evaluated as set forth in Section 5.5.A. and B. except when otherwise stipulated by the grant in which case grant requirements shall take precedence.

5.8 Enrollment Activity Days

All mid-managers are required to work two (2) additional days of Enrollment Activity Obligation annually under this agreement. Sixteen (16) hours of duty which can be performed as approved by Enrollment supervisor on specific dates and/or after work, not during regularly scheduled work hours. Should any portion of the 16 hours of duty be performed on the three Saturdays before and/or the first Saturday after the start of the fall and spring semesters, the work performed on these Saturdays can be used as flexible time on a subsequent date as scheduled and determined with their departmental supervisor.

ARTICLE VI - SENIORITY

6.1 Definition

Seniority is the length of continuous full-time service. Upon employment, each employee is to receive a seniority date which is the first day of actual work in a full-time position. If two (2) or more employees have the same seniority date, the date of the employees' applications controls seniority. The employee with the earlier application is senior.

6.2 Seniority During Leave

Seniority shall continue to accumulate during an approved leave of absence.

6.3 Seniority Lists

The Administration shall prepare and post a seniority list within sixty (60) calendar days following the execution of this Agreement and annually thereafter. Lists will be prepared by job classification.

6.4 Reduction in Force

The size of the mid-management staff may be reduced due to such factors as the financial condition of the College district, the needs of the College district, cutback or elimination of program or program(s), combining of programs, or a general shifting of priorities.

If there is to be any reduction in force, the administration shall consult with and notify the Association and the affected mid-manager in writing ninety (90) calendar days prior to any reduction, or in the case of grant-funded positions, immediately upon the College district receiving notification of the termination of the grant

Severance pay will be paid to any employee who is dismissed due to reduction in force. Severance pay shall be equal to one half (1/2) a week's straight-time pay of the employee (at the time of displacement) multiplied by the total number of years of such employee's service with the College to the nearest half (1/2) year.

If layoffs are necessary, employees shall be laid off by classification (job title) as follows:

- A. Temporary employees;
- B. Part-time employees;
- C. Probationary employees in their original probationary period as defined in Section 5.6.A of this Agreement;

- D. Inverse order of seniority among post-probationary period employees as defined in Section 6.1. Under no circumstances will a mid-management employee doing satisfactory work be replaced and the same position filled by a classified, hourly, or temporary employee or a faculty member.

6.5 Recall

Employees who are laid off shall be put on a recall list for a period of up to two years from the date of lay off. If there is a recall, employees who are still on the recall list shall be recalled according to seniority with the most senior employees being recalled first. If an employee is recalled to a lower classification, the employee shall have the right to refuse recall without jeopardizing the employee's right to remain on the recall list. The Board shall not hire new employees in the bargaining unit positions as long as there are fully qualified employees who have not refused the positions on the recall list. Employees on recall shall be allowed to participate in group insurance policies if the employee pays the full cost. Employees re-hired within two (2) years after the layoff shall return at the same seniority as their last date of employment.

ARTICLE VII - DISCIPLINE

7.1 Types of Discipline

At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise. However, the Board and the Association recognize that, from time to time, circumstances will arise which require the just dispensation of discipline. The parties agree that disciplinary action shall be for just cause shown and will be performed in a timely manner. Where applicable, discipline will be performed in a progressive manner. The types of discipline agreed to by the parties are as follows:

A. Oral Warning

The oral warning shall be delivered to the employee by the supervisor. The supervisor shall draft a memorandum of oral warning. A copy of such memorandum shall be served upon the employee who shall sign a copy to acknowledge receipt thereof and to further acknowledge the employee's understanding that the signed copy shall be retained by the supervisor. Such memoranda may be used as evidence in future disciplinary actions with regard to said employee.

B. Written Warning and Conference

Where the unsatisfactory performance or conduct giving rise to the oral warning has not been resolved, the employee and supervisor shall meet with the Associate Vice President of Human Resources to discuss the problem. The Association shall be notified and shall have a right to be present at the meeting. At said meeting, acceptable performance shall also be discussed. A written memorandum shall be prepared and given to the employee with copies to the supervisor and the Associate Vice President of Human Resources. All persons present shall sign said memorandum.

C. Suspension

If the unsatisfactory performance or behavior has not been corrected within the time frame established in the written warning and conference step, a second meeting shall be held with the Supervisor and Associate Vice President of Human Resources wherein the reasons for a suspension shall be discussed. The Association shall be notified and shall have a right to be present at the meeting.

D. Discharge

If the unsatisfactory performance or behavior has not been corrected after the suspension of the employee, the employee may be discharged from employment with the College. The employee shall be given written notice of the reasons for such discharge and be provided with an opportunity to respond to the Board of Trustees prior

to a decision regarding the anticipated discharge. The Association shall be notified and shall have a right to be present at the Board meeting.

E. Exceptions to Progressive Steps

Nothing herein shall limit the right of the College to effect an emergency suspension, with pay. Termination of an employee where the conduct of the employee is flagrant, insubordinate, or otherwise nonremediable shall only be effectuated following the pre-disciplinary meeting provided for in Article VII, 7.2.

Said conduct shall include but not be limited to: sleeping during scheduled work shift; conviction of a felony anywhere, during the term of employment, and/or conviction for engaging in criminal activity (not a traffic offense) while on Triton's campus; Bringing a weapon onto the College campus; theft of a thing of value from Triton or persons on Triton's campus; fighting or striking another employee or supervisor; abandonment of the position by absenting himself for five or more consecutive days without notifying the supervisor; possession, sale or use of a controlled substance.

7.2 Pre-Disciplinary Meeting

For discipline other than oral warnings, an agent of the Board shall notify the Association and schedule a pre-disciplinary meeting with the employee and the Association. However, other than for a written warning conference, the meeting hereinafter described shall be mandatory. At this meeting the Board shall inform the employee of the reason(s) for potential or contemplated discipline. The employee and the Association designated person shall have the right to rebut or clarify the reasons for such discipline.

The persons present at this meeting shall be limited to the employee, one (1) Association designated representative, the supervisor involved, and the designee of the Vice President of Business. No other persons shall be present.

There shall be compliance with the provisions of this Section prior to the imposition of any discipline provided for in Section 7.1, subparagraphs C, D and E thereof.

7.3 Notification and Measure of Discipline

All levels of disciplinary action against an employee shall be done so in writing with the full reasons stated therein. A copy of such disciplinary action shall be served upon the employee and the Association, except in the case of an oral warning, wherein the provisions of 7.1, A of this Article are applicable.

Once the Board has determined the measure of discipline, for that offense only, it shall not be increased for such offense. The disciplinary action taken for the particular offense as regards the affected employee shall not be a precedent for any conduct of a similar nature for any other employee.

7.4 Removal of Discipline

Any disciplinary action other than dismissal shall be removed from an employee's file after two (2) years if the employee has received no additional discipline for the same offense.

ARTICLE VIII - PERSONNEL FILES

- 8.1 No material derogatory to an employee's conduct, service, character, or personality shall be placed in the file unless the employee has had an opportunity to read the material and affix his signature to the copy to be filed with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with the contents. Materials in the official cumulative file must be time stamped when placed in the file.

- 8.2 Upon written request by an employee submitted twenty-four (24) hours in advance, he shall be permitted to examine in the Human Resource department his official cumulative file, but not to mark, destroy, or remove any of the contents.

- 8.3 In the event that an employee refuses to sign a statement to the effect that he has read material to be added to his file, the appropriate Human Resources representative shall notify the Association, who shall verify receipt of a copy of the material with the Human Resource department. A copy will then be forwarded to the individual and placed in their personnel file.

- 8.4 Upon written request, an employee shall receive a copy of material in his files.

ARTICLE IX - GRIEVANCE PROCEDURE

OBJECTIVE

It is the declared objective of the Association and the Board to encourage the prompt resolution of the grievances and complaints of Association members covered by this Agreement as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances and complaints. Individuals who feel they have been affected by a violation, misinterpretation, or misapplication of this agreement shall be strongly encouraged to resolve the matter informally with their immediate supervisor.

9.1 Definition of Grievance

A grievance shall mean a complaint by a mid-manager, a group of mid-managers, or the Mid-Management Association that there has been a violation, misinterpretation, or misapplication of this Agreement or any work rules.

9.2 Steps

A. Step 1.

A mid-manager or the Association within ten (10) working days of the occurrence of the grievance or within ten (10) working days of when such occurrence might reasonably have been ascertained, the employee or the Association shall set out the nature of the grievance, the specific provision(s) of the document claimed to have been violated, and the remedy requested, presenting this information, in writing, to the supervisor with a copy to the appropriate administrator.

The supervisor shall investigate the grievance, meet with the employee and the Association within five (5) working days, and provide the employee, the Association, and the appropriate administrator with a written response to the alleged grievance. If the matter is not satisfactorily resolved at this step, the employee or the Association may proceed to Step 2 by submitting a written request to the appropriate administrator within ten (10) working days from the meeting with the supervisor.

B. Step 2.

If the grievance is not settled at Step 1, and the grievant(s) or the Association wishes to appeal the grievance to Step 2, it shall be submitted in writing to the President or designee.

A conference concerning the alleged grievance shall be held with the employee, the Association, the College President or designee, and the appropriate Vice President(s) within five (5) working days of receipt by the appropriate administrator of a Step 2 request. Within five (5) working days of such a conference, the College President or designee or the appropriate Vice President(s) will prepare a written response to the employee and/or Association. If the matter is not satisfactorily resolved at this step, the employee or the Association may proceed to Step 3 by submitting a written request to the Secretary of the Board of Trustees within ten (10) calendar days of the receipt of the Step 2 response.

C. Step 3.

Within thirty (30) days of receiving the request for Step 3, the Board of Trustees will convene a conference to be held in executive session. The Board, at its sole discretion, may appoint a subcommittee of three (3) Board members to confer with the individual and the Association in executive session concerning the grievance. Such a subcommittee will submit a recommendation to the entire Board as to the disposition of such grievance. The Board shall issue a written response to the grievant and/or the Association within ten (10) days after the next regularly scheduled meeting of the Board.

D. Step 4 - Arbitration.

If the grievance is not satisfactorily resolved at Step 3, it may be submitted by the Association within ten (10) working days of the Step 3 answer to binding arbitration. The Association shall notify the Board, and the parties shall attempt to mutually agree upon an arbitrator within five (5) days of the notification. If the parties cannot reach an agreement on an arbitrator, the parties shall jointly request the American Arbitration Association to provide panels of arbitrators and to act as the administrator of the proceedings.

E. Authority of the Arbitrator

The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from, or change the provisions of this Agreement or the provisions of written Board Policies or written Board Rules and Regulations. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Board and the Association and shall have no authority to make any decisions or recommendation on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws, rules, and regulations having the force and effect of law.

The arbitrator shall submit a written decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later. The decision shall be based solely upon interpretation of the meaning or application of the terms of this Agreement, or if applicable, provisions of written Board Policies or written Board Rules and Regulations, to the facts of the grievance presented. The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall have the authority to make any award concerning the remedy, if any, that the arbitrator considers to be appropriate.

F. Expenses of Arbitration

The fees and expenses of the arbitrator and any other costs mutually agreed upon shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives or witnesses. All other expenses shall be borne by the party incurring them.

The parties agree to schedule arbitration hearing insofar as practicable at times when mid-managers can be present to testify as witnesses without interfering with their assigned duties. Unless the parties mutually agree otherwise, arbitration hearings shall be held at the college's campus in River Grove, Illinois.

9.3 Time Limits

- A. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits will automatically move the grievance to the next step.
- B. Failure at any step of this Agreement to appeal a grievance to the next step within the specified time limits will be considered to be acceptance of the decision rendered at that step.
- C. The time limits specified in this Agreement may be extended in any specific written agreement by mutual consent.
- D. All of the time limits herein assume that the responsible individuals are on campus.

9.4 Miscellaneous Provisions

- A. All disputes arising under this Agreement shall be resolved either by agreement or through the grievance procedure. Concerning matters arising outside of the

provisions of this Agreement, wherever applicable, mid-managers shall utilize other channels for amelioration of complaints or disagreements not specifically covered by any provisions of this Agreement.

- B. Nothing contained in this Article shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of the arbitrator's decision.
- C. Conferences, meetings, and hearings held pursuant to the grievance procedure shall be set by mutual agreement.
- D. The answers provided at each Step of the grievance procedure shall be in writing and shall fully set forth the reasons therefore.
- E. Attendance at meetings and hearings held under this grievance procedure shall be limited to those persons specified in the procedure, witnesses, resource people required by either party, and legal counsel for the parties. These meetings shall be scheduled at a time and place mutually agreeable to the College and the Association. No mid-manager entitled to be present shall suffer loss of pay because of participation in this grievance procedure.
- F. When the Association files a grievance involving an individual mid-manager, such grievance shall be signed by the Association President, Grievance Chair, and the Grievant(s). When the grievance involves the Association, such grievance shall be signed by the Association President and the Grievance Chair.
- G. The filing or pendency of any grievance under the provisions of this Article shall not prevent the Board and its Administration from taking the action complained of, subject however, to the final decision on the grievance.
- H. If an alleged grievance arises concerning matters at the Vice Presidential or Presidential levels of the administration, then, in that event, the parties may mutually agree to initiate the grievance procedure at the Step of the grievance process appropriate to those levels.

ARTICLE X - NON-INTERRUPTION OF WORK

During the term of the Agreement and in return for the terms and conditions set forth in the Agreement, neither the Association nor any mid-manager covered by this Agreement shall instigate, promote, or engage in, any strike, or any other similar intentional concerted interruption of operation (i.e. "blue flu") against Triton College.

The Board agrees it will not bring any action for damages against the Association for any strike, or any other similar intentional concerted interruption of operations against Triton College which the Association does not instigate, engage in, or promote.

The Board shall not engage in any lockout of any mid-manager covered by this Agreement during the term of this Agreement.

ARTICLE XI - BENEFITS

11.1 Tuition and Professional Expenses

~~Effective October 9, 2017,~~ the College district will reimburse mid-management employees a maximum total of ~~\$18,000~~ **\$34,000** each fiscal year under Section 11.1. Requests for reimbursement shall be considered in the order of receipt by Human Resources of the appropriate Course Approval form by bargaining unit members. Reimbursement shall only be made in the fiscal year that the expenditure was incurred (based upon date of receipt of the final grade). This reimbursement shall be for mid-management personnel for the cost of the tuition and professional expenses pursuant to the following conditions and limitations.

- A. The proposed course of study, including titles and descriptions of individual courses, must be approved by the applicant's supervisor and by the appropriate Vice President. Approved forms will be submitted to the appropriate Human Resources Department representative.

- B. Upon completion of an approved course with a "B" or equivalent grade, the applicant must submit a copy of the grade report and proof of payment to the supervisor and appropriate Human Resources Department representative. Effective July 1, 2000 mid managers shall receive educational reimbursement compensation equal to that provided to administrative staff in the administrative policy manual, but such compensation shall not be less than \$4,800 per year for tuition reimbursement and \$75.00 in fees per course for successful completion of courses for which prior approval has been received. This reimbursement shall not exceed an accumulation of thirty-six (36) semester hours. Employees of the Association prior to July 1, 1997 shall be allowed to use up to thirty-six (36) semester hours of reimbursement, per degree. The thirty-six (36) hour cap shall be cumulative for all degree credit courses reimbursed through Triton College for employees who become members of the Association after July 1, 1997, regardless of under what Association agreement those courses are reimbursed. Courses taken for PDU credit shall not count toward the 36 hour maximum listed above, unless the courses are part of an approved degree program.

- C. Conditions for Approval.

To be approved, a course must directly contribute to the knowledge, aptitude, and skills required in the performance of the mid-manager's job responsibilities. The College district must derive significant benefit from the mid-manager's completion of the course.

11.2 Family Scholarship

Enrollment in Triton classes shall be offered at ~~\$6~~ **\$10** per semester hour tuition to the spouse and children of a full-time employee. In the event that a chargeback cannot be obtained, out-of-district tuition will not be assessed. Fees will be waived up to a maximum of ~~\$50~~ **\$90** per course.

11.3 Mid-Management Enrollment in Triton Classes

Tuition for Triton courses will be free with a maximum waiver of ~~\$50~~ **\$90** in course fees per course. The free courses must be approved by the immediate supervisor pursuant to 11.1.C. If they are not of direct benefit, the tuition will be ~~\$3~~ **\$10** per semester hour. No more than ~~\$50~~ **\$90** of course fees per course will be waived.

11.4 Professional Development Workshops

Up to \$2,500 per fiscal year may be used for professional workshops that involve all mid-managers.

11.5 Professional Development Units

To further the educational attainment of the students of the College, mid-managers understand the need to maintain their own educational expertise through the completion of a minimum of three (3) credit hours in their discipline or related discipline from an accredited institution or six (6) professional development units (PDU) over the course of two (2) fiscal years.

PDU activities that are not in a mid-management member's discipline or a related discipline may be submitted to the PDU Committee for consideration. After review of the course(s) and objectives, the PDU Committee will make a recommendation to the appropriate supervisor.

- a. Participation in the Annual Mid-Management Workshop shall earn 0.5 PDU credit per workshop for a total of 1 PDU credit for every 2 years.
- b. PDU Committee shall be composed of three (3) mid-management members appointed by the Association President and two (2) administrators appointed by the College President.
 1. Professional development activities refer to activities such as courses, conferences, conventions, meetings, seminars and workshops.

2. A mid-manager may utilize budgeted travel and meeting funds and be absent to attend local, state, and national professional development activities upon the approval of:
 - a. the appropriate supervisor and administrator for in-radius travel; and
 - b. Board of Trustees for out-of-radius travel.
3. The College agrees to place a maximum of \$5,000 per fiscal year in this fund. Approval for use of these funds requires the signature of the mid-manager's supervisor, the President of the Association, and the college contract administrator. Individuals may request utilization of more than their \$400.00 allocation, but, in no event, shall the total expenditures from the fund in any fiscal year exceed the initial allocation in that year. Any unused funds will be returned to the general college fund at the end of the fiscal year.

11.6 Conditions of Training

In an effort to provide training that will benefit the individual mid-management member and Triton College, it is agreed that the mid-management employee who attends an external training course or seminar that totals \$1,000 or more (inclusive of all fees, travel expenses, materials and supplies) will remain employed with Triton College for a minimum period of two (2) years following the last date of the training. Additionally, it is agreed that if the mid-management employee leaves Triton College within two (2) years of the training, the mid-management employee must reimburse Triton College for the full cost of the training including tuition, fees, travel expenses, materials and supplies and payment is further subject to the terms and conditions of "Conditions of Training."

Prior to taking the training course or seminar, the mid-manager must execute the document "Conditions of Training" (Appendix D). Training undertaken and paid for under Section 11.5 (PDU's) is not subject to these conditions, and employees pursuing training under said section shall not be asked to execute the document, "Conditions of Training."

11.7 Teaching Assignments

All mid-managers may apply to teach on a part-time basis at the College. The mid-managers must meet the qualifications for teaching and be recommended by the Dean and the Human Resources Department. The course may be offered in Arts and Sciences, Career Education, or Continuing Education.

The following points will be adhered to in regard to teaching assignments of mid-managers.

- A. No more than six (6) LHE or ninety (90) contact hours per semester may be taught at Triton College by a mid-manager. ~~All teaching hours must have approval by the President prior to the first day of class.~~ **All teaching assignments must be pre-**

approved in writing by the College President. This approval must be made on the appropriate form for all non-teaching employees.

- B. Classes taught during the day must be approved by the mid-manager's Vice President, College President, and Board of Trustees.
- C. Classes taught during the employee's regular work hours will not be eligible for additional monetary compensation.
- D. Exceptions to the above regulations must be approved by the appropriate Vice President, College President, and Board of Trustees.
- E. Teaching assignments performed while occupying a mid-management position are temporary for the assigned course(s) only and provide no rights to future teaching assignments, seniority, or tenure.

The Human Resources Department will maintain a semester list of mid-managers who have accepted a teaching position based on the stipulations.

The formula for remuneration will be at the part-time faculty rate. It is expected that the teaching and preparation will be done in addition to the scheduled hours for regular duties and not interfere with the performance of those duties.

11.8 Required Staff Development

Development of the mid-management staff will have a high priority. Either the mid-manager's immediate supervisor, the department administrator, or the President of the College may require a mid-manager to undertake specific staff development activities.

With input from the mid-managers, the College administration will develop an ongoing mid-management staff development program that will offer opportunities to mid-managers to improve the skills necessary to perform their assignment and to meet the goals of the College district.

All expenses for required staff development will be paid by the College district and will require prior approval from the area Vice President.

11.9 Health and Dental Insurance

- A. Effective July 1, 2013 the health insurance co-payment will be revised through recommendation of the Employee Health Insurance Committee and as approved by paid by any other full time employee group. The standard effective date shall thereafter be January 1 through December 31, however the Board of Trustees at their discretion may revise the co-payment at anytime with 180 days notice to the affected employees.

- B. Insurance coverage begins immediately; employee has 31 days from the start of employment to enroll. Otherwise the next opportunity is during Open Enrollment (towards the end of the calendar year).
- C. The Association, in consultation with other bargaining and administrative units of the College, shall be included in discussions related to all significant structural changes in the College's health insurance program.
- D. A Preferred Provider Organization (PPO) and Prescription Drug Card (employee to pay \$6 generic drugs/\$10 brand-name drugs/\$12 non-formulary) shall be a part of the health plan.
- E. Section 125 of the Internal Revenue Code may be utilized to shelter the employee contribution for healthcare coverage.
- F. Maintenance of Effort

It is the intent of the parties that the benefits provided to employees under this health insurance program shall not be diminished during the term of this Agreement. Should, however, either the state or federal government pass legislation mandating all employees/employers to participate in a national or statewide health care plan that substantially diminishes benefits for employees or substantially affects costs to employers, then it is agreed that the current health insurance program will be renegotiated and agreed to between the Association and the Board within six (6) months of when such legislation takes effect.

11.10 Group Life Insurance

The Board shall pay the total premium for group term life insurance coverage equal to two (2) times each mid-manager's base salary to a maximum of \$192,000 of coverage per individual.

11.11 Retirement

- A. Each mid-management retiree shall participate in the State Universities Retirement System in accordance with that system's regulations.
- B. Retirement
 - 1. All Retirement notices are irrevocable and shall be delivered in writing to the Human Resources Department.

All compensation received under this agreement is limited to an annual maximum of 5.99% in consideration of the provisions of Illinois Senate Bill 27 (SB 27) and any and all legislative enactments that may follow related thereto.

If subsequent legislative enactments permit compensation in excess of 5.99% without penalty to, or liability for the college, then such compensation shall be paid under the provisions of this agreement.

11.12 IRS Section 125 Salary Reduction Program

The Board shall implement and make available to all mid-managers an IRS Section 125 Salary Reduction Program to the fullest extent provided by the IRS rules and regulations for insurance premiums, eligible non-reimbursed medical expenses, and dependent care expenses. All enhancements, reductions, alterations, and changes hereinafter adopted by the IRS shall have a like effect on the plan provided by the Board.

Each full-time employee who elects to participate in this program shall, individually, undertake and be responsible for the payment of monthly administrative costs of the program, in full, as to such full-time employees.

This program shall be supplemental to the other insurance coverage contained in the agreement with the Association and shall not permit the employee to withdraw from these basic insurance coverage.

ARTICLE XII - LEAVES

~~Fiscal Year 2018 shall serve as a grace period for implementation of monthly accrual. For the remainder of this two year agreement, the accrual shall be credited at a rate of 50% on July 1, 2018 and 50% on January 1, 2019.~~

Accrual of leave benefits requires employees to work more than 50% of the month to receive monthly accrual of leave time and credited into the system after the 16th day of the month worked. ~~Monthly accrual shall begin without exception on July 1, 2019. All leave time shall be accrued on the 1st day of each month worked after June 30, 2019. One (1) day equals eight (8) hours.~~

Vacation, sick and personal leave time will accrue during the probationary period for new mid-management employees. Following the successful completion of the first ninety (90) days of employment, employees are eligible to use up to fifty (50) percent of their accrued leave time (vacation, sick and personal).

All leave time; sick, vacation, personal and floaters are not earned if the employee is on leave. Employees on workers compensation do not earn floating holidays, employees must be at work to earn the day.

If employment terminates and the employee has used more leave time (vacation, sick and personal) than s/he has earned, the individual shall reimburse the College on a per diem basis. Such amounts, may be deducted by the College from any pending final paychecks or compensation still pending. Of, if the employee must repay, the repayment must be within sixty (60) days of the end of employment.

12.1 Vacation

~~A. Fiscal Year 2018 shall serve as a grace period for implementation of monthly accrual. For the remainder of this two year agreement, the accrual shall be credited at a rate of 50% on July 1, 2018 and 50% on January 1, 2019.~~

Accrual of vacation leave benefits requires employees to work more than 50% of the month to receive monthly accrual of leave time and credited into the system after the 16th day of the month worked. ~~Monthly accrual shall begin without exception on July 1, 2019. All leave time shall be accrued on the 1st day of each month worked after June 30, 2019. One (1) day equals eight (8) hours.~~

For all new mid-managers, hired after July 1, 2016 increases in the earned vacation leave time will be awarded on the July 1 date following the anniversary day. This leave time will not be retroactive back to completion of their anniversary.

- 1) Persons employed full-time shall receive paid vacation days/per fiscal year as follows:

From day two (2) year one (1)	Ten (10) days (80 hours) per year
From day one (1) year three (3)	Fifteen (15) days (120 hours) per year
From day one (1) year six (6)	Twenty-one (21) days (168 hours) per year

- B. Those employees who resign from the College district, or are terminated by the Board, will be awarded vacation days on the basis of the actual number of complete months worked during the year.
- C. Up to seven (7) vacation days (56 hours) earned in a fiscal year may be accumulated to a maximum of forty (40) days (320 hours).

1) Grant Employees:

Mid-managers employed on or before July 1, 2012 who are currently on grants or who may be transferred to grants shall be allowed to accumulate vacation days the same as all mid-managers employed prior to that date.

1st year grant employees can use up to 50% of the annual vacation time allotment in advance.

After the first year of employment, grant employees can elect to roll/bank unused vacation time up to a maximum cap of 10 days (80 hours) under the following conditions:

- a. The official notice of grant renewal must be received by the college before May 1st of the affected year.
- b. The grant employee's decision to roll/bank must be given to Human Resources via email on or before May 1 of the affected year.

- D. Upon separation from employment, vacation time accrued but not used to a maximum of forty (40) days (320 hours) shall be paid at the employee's regular salary rate (base salary at the time of separation).
- E. Upon separation from employment caused by a RIF under section 6.4, vacation time accrued but not used to a maximum of forty (40) days (320 hours) shall be paid at the employee's regular salary rate (base salary at the time of separation).
- F. Vacations will be approved only during times that will have the least effect on the performance of mid-managers' duties at the College district. Vacation requests must be approved by the immediate supervisor and then forwarded to the appropriate individual for final approval. Requests should be made as far in advance as possible to enable supervisors to honor and schedule vacations for all employees in the

department. Higher scrutiny to the requests will occur during peak registration periods of August and January. The needs of the district shall be considered when approving vacation requests. Whenever possible, the employee's requested time shall be granted.

12.2 Sick Leave

~~Fiscal Year 2018 shall serve as a grace period for implementation of monthly accrual. For the remainder of this two year agreement, the accrual shall be credited at a rate of 50% on July 1, 2018 and 50% on January 1, 2019.~~

Accrual of sick leave benefits requires employees to work more than 50% of the month to receive monthly accrual of leave time and credited into the system after the 16th day of the month worked. ~~Monthly accrual shall begin without exception on July 1, 2019. All leave time shall be accrued on the 1st day of each month worked after June 30, 2019. One (1) day equals eight (8) hours.~~

After three (3) consecutive days (24 hours) of sick leave use or five (5) non-consecutive days (40 hours) of sick leave use during any six (6) month period, the College may request a certificate verifying the illness from a physician licensed in the State of Illinois.

Return to Work doctor's notes must state that the employee can return to work "without restriction" or have "full release" to return to duty. If the sick leave was utilized for the employee's family member (identified under FMLA) the return to work documentation may be any document indicating service for the affected dependent generated by the office of a physician duly licensed to practice in the State of Illinois.

New Employees (employed on or after July 1, 1994)

Year one (1) through year five (5) = Twelve (12) days (96 hours) per year

Year six (6) or more = Fifteen (15) days (120 hours) per year

Current Employees (employees prior to July 1, 1994)

Twenty (20) days (160 hours) per year

On July 1, each mid-manager will be credited with the number of sick days specified above. For first-year mid-managers joining the college after July 1, sick leave will be prorated on the portion of the year actually employed. Sick leave will accumulate to a maximum of 465 days/3720 hours. Such shall not accrue during approved leaves of absence.

- A. Sick leave shall be interpreted to mean illness, accident, hospitalization, doctor's appointments, quarantine of the employee or someone in his/her immediate family.

- B. An employee who will be late or absent due to sickness shall phone or otherwise notify the supervisor within one-half (1/2) hour after the starting time.
- C. In the case of an extended illness, the Associate Vice President of Human Resources or designee shall grant unused vacation time after normal sick leave has expired, upon written request of the employee.

Terminal reimbursement in the amount of 12.5% of unused sick days, to a maximum of 50 days, will be paid upon retirement. Terminal reimbursement will be based upon the average of the five highest years of base contractual salary. Retirement for this purpose shall be defined by the State Universities Retirement System. However, age 55 shall be the minimum age to retire and receive terminal reimbursement under this agreement. Sick days reported to SURS for the purpose of the mid-manager receiving service credit toward retirement will not be reimbursed.

12.3 Court Appearance

An employee may be absent to appear in court as a jury member or as a witness in an action in which he is not a litigant. Similar rights may be accorded to the employee who is officially called as a witness in an arbitration hearing. In such cases, the employee will be paid the difference between his/her regular salary and any compensation received for services.

12.4 Accident Covered by Workers' Compensation Insurance

An employee who is injured from events arising out of and due to the performance of his/her job and who of necessity must be absent from work shall have the following options.

- A. The employee shall receive Workers' Compensation benefits only.
- B. The employee may receive the difference between his regular pay and the amount received from Workers' Compensation limited to the amount of accrued sick leave. Sick leave will be deducted based only on the amount of remuneration received from the College district.
- D. Employees on workers comp do not earn floating holidays, employees must be at work to earn the day.

12.5 Personal Leave

~~Fiscal Year 2018 shall serve as a grace period for implementation of monthly accrual. For the remainder of this two year agreement, the accrual shall be credited at a rate of 50% on July 1, 2018 and 50% on January 1, 2019.~~

Accrual of personal leave benefits requires employees to work more than 50% of the month to receive monthly accrual of leave time and credited into the system after the 16th day of the month worked. ~~Monthly accrual shall begin without exception on July 1, 2019. All leave time shall be accrued on the 1st day of each month worked after June 30, 2019. One (1) day equals eight (8) hours.~~

~~Monthly accrual shall begin without exception on July 1, 2019. All leave time shall be accrued on the 1st day of each month worked after June 30, 2019. One (1) day equals eight (8) hours.~~

Mid-managers are entitled to three (3) days (24 hours) for personal business each fiscal year. Requests and approvals must be obtained in writing prior to the use of all business days. There will be no loss of benefits while using these days. Unused personal business days/hours will accrue as sick leave.

12.6 Bereavement Leave

Mid-managers shall be allowed up to three (3) work days leave of absence with pay and benefits for a death in the immediate family. The immediate family shall include parents, spouse, brothers, sisters, children, grandparents (of employee and spouse), grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step children, legal guardians, and legal dependents. Two (2) additional days may be approved by the supervisor, if deemed appropriate. These days will be unpaid unless the employee uses available vacation, sick or personal time for the purpose of compensation.

12.7 Parental Leave

- A. The term "parental leave" refers to an unpaid leave requested of the Board for the purpose of rearing a child under the age of five (5). The leave may be granted by the Board for a maximum period of one (1) year for each qualifying event as defined in the following section.
- B. Any individual requesting a parental leave must therefore apply in writing ninety (90) calendar days or more prior to the proposed commencement date of the leave, stating the reasons which, in the opinion of the mid-management applicant, warrant the granting thereof by the Board. Where ninety (90) days notice is not possible, the Board may waive this requirement and may follow the procedures for family hardship leave. The supervisor is responsible for forwarding the request to the appropriate administrator who will then submit the formal request to the Board of Trustees.
- C. A parental leave of absence may, as determined by the Board, be granted to rear a child under the age of five (5) years who is that applicant's child by birth, adoption, or whom legal guardianship has been assumed pursuant to a court order specifically and expressly so providing. Individual mid-management personnel or households

shall not be considered eligible for multiple leaves in the customary parental leave situation.

- D. All parental leaves of absence shall be without pay or other compensation, except only as expressly provided to the contrary in paragraphs F, G, and H hereof.
- E. A parental leave generally will not be granted during the individual's probationary period.
- F. Accrued benefits will be retained.
- G. Action by the Board granting the parental leave of absence shall not be effective until the terms and conditions thereof are approved and accepted by the employee.
- H. Both mothers and fathers are eligible for parental leaves. Any employee desiring a parental leave shall apply, in writing, ninety (90) days or more prior to the proposed commencement date, stating the reasons which, in the opinion of the employee, warrant the granting of the leave by the Board. The phrase "qualifying event", as used in this policy, means adoption, or assumption of legal guardianship pursuant to a court order especially or expressly so providing. The adoption, or assumption of legal guardianship of two (2) or more children at or about the same time, shall be considered one (1) qualifying event. To be eligible for parental leave, the qualifying event must occur while the employee is employed by the College district.
- I. Medical insurance coverage may be continued during the time of the parental leave; however, the cost of same must be paid by the employee. Three (3) months after the return to work the college will reimburse the employee the amount paid for medical insurance coverage during the leave.
- J. Employees on parental leave shall notify their supervisor of record of their intention to return to work no less than thirty (30) calendar days prior to the date of return. Failure to return to work at the end of the leave shall be considered a resignation. A return for a minimum of six (6) months active employment is required before a subsequent parental leave for a separate qualifying event can be granted. In no case will a second consecutive parental leave be granted immediately after a parental leave.
- K. Multiple Parental Leaves per Household

Only one parental leave shall be granted per qualifying event. However, where both parents are employed by the College district, each parent may be granted a parental leave, not to run concurrently and upon proper notice, up to a total of one (1) year for both leaves combined. For example, the mother may be granted up to six (6) months leave followed by the father receiving up to six (6) months leave or one (1) parent may be granted up to the full year's leave for the qualifying event.

12.8 Leave for Personal Reasons and/or Family Hardship

Upon the recommendation of the College President, the Board of Trustees may permit members of the mid-management staff to take unpaid leaves not in excess of one (1) year in length for rest, restoration of health, or the alleviation of hardship involving themselves or their immediate families. In considering whether to recommend leaves, the President shall take the following factors into account and shall report them to the Board when recommending such leaves.

- A. Length of time staff member has served at Triton College.
- B. Benefits which would result for the College system.
- C. Expectation of the individual to return to Triton College.
- D. Bereavement.

Individuals on an approved leave may return to the same position or an equivalent position at the discretion of the administration on completion of the leave.

Employees on an approved leave will notify the Business Office if they wish to purchase employee benefits during the period of the leave. Unless the Business Office is otherwise notified by the employee, the benefits will terminate during the period of leave.

12.9 Holidays

- A. Paid holidays for mid-management personnel are as follows.

- New Year's Eve Day
- New Year's Day
- Martin Luther King's Birthday
- President's Day*
- Spring Holiday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day*
- Veteran's Day*
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

When a regular holiday falls on a Saturday, the preceding day shall be observed. Should it fall on a Sunday, the following work day will be celebrated. Religious holidays not listed above may be taken as personal use leave with prior approval of

the supervisor. A holiday falling within a vacation period shall not constitute a vacation day. A holiday occurring while an employee is on leave of absence for sickness or injury shall not be counted against his/her sick leave.

*If an academic calendar is approved which includes one (1) or more of the above listed days as teaching days, an equivalent number of floating holidays will be granted. The procedure for taking a floating holiday will be the same as requesting a vacation day and must be taken in the fiscal year in which it was earned.

Employees on workers comp do not earn floating holidays, employees must be at work to earn the day.

The Board reserves the right to remove holidays from the holiday calendar. In this event, one additional floating holiday shall be added for each day removed.

B. Christmas Holiday

Mid-managers shall be granted paid "time off" from Christmas Eve Day through New Year's Day. Mid-managers shall be assured three (3) days of "time-off" during this period, in addition to the dates of the holidays.

ARTICLE XIII - MID-MANAGEMENT PERSONNEL COMPENSATION

13.1 Salary

~~Each mid-manager shall receive a salary increase of 2.50% for the fiscal year 2018 effective October 9, 2017.~~

~~Effective July 1, 2018 each mid-manager shall receive a salary increase of 2.50% for the fiscal year 2019.~~

~~The Administration, at its option, may implement mandatory direct deposit.~~

This is a three (3) year contract; effective upon implementation.

Each mid-manager will receive a salary increase of 4.00% for the fiscal year 2020 effective September 30, 2019.

Each mid-manager will receive a salary increase of 4.00% for the fiscal year 2021 effective July 1, 2020.

Each mid-manager will receive a salary increase of 4.00% for the fiscal year 2022 effective July 1, 2021.

Mid-managers employed after January 1 are not eligible until the following January 1 for a salary increase.

All compensation received under this agreement is limited to an annual maximum of 5.99% in consideration of the provisions of Illinois Senate Bill 27 (SB 27) and any and all legislative enactments that may follow related thereto.

If subsequent legislative enactments permit compensation in excess of 5.99% without penalty to, or liability for the college, then such compensation shall be paid under the provisions of this agreement.

13.2 Initial Salary Placement

Initial salary placement will be at an amount within the assigned salary grade for the position. Generally, placement will be at or near the minimum starting salary of the salary grade except where job-related conditions or the specific needs of the College district warrant higher placement.

When a candidate has demonstrated excellence in a similar position and has a salary history that may indicate a higher placement, the immediate supervisor may recommend placement above the minimum starting salary but not to exceed the maximum starting salary to the appropriate Vice President, then to the College President, and then to the Board of Trustees

for its approval or rejection. In such a case, the association will be notified of the recommendation.

13.3 Promotions

- A) Employees who are approved by the Board of Trustees for promotion from one (1) mid-management position to another of a higher grade, or from a classified position to a mid-management position at a higher salary level will receive a salary increase of ten percent (10%) or the minimum of the new grade, whichever is greater.

If a promotion is given, the new salary will be effective the pay period following formal approval by the Board of Trustees.

13.4 Ten Percent Salary Adjustments For Temporary Assignments

Temporary assignments and salary adjustments must be approved by the Board of Trustees prior to mid-managers accepting additional responsibilities and prior to receiving additional compensation. Temporary salary adjustments shall be made as per the following guidelines.

- A. The mid-manager must perform the job responsibilities of a higher level position which is normally paid at a higher rate than the mid-manager's regular position. The higher level position must be vacant due to termination of employment, an approved medical leave, parental leave, any other unpaid leave, or college reorganization.
- B. Any mid-manager working temporarily in a position with a higher pay range must first have the signed approval of the area Vice President and the Associate Vice President of Human Resources.
- C. Increases will only be approved if the employee performs a preponderance of the duties of the higher classification in addition to performing responsibilities of their current job.
- D. Approval for ten percent (10%) temporary increases for the mid-manager affected must be approved by the Board of Trustees prior to receiving additional compensation.
- E. All temporary increases will be limited to a maximum of one (1) month and will be reviewed by the Board at its monthly meeting. If the Board acts to take away temporary assignment pay from an employee, the Board shall return the employee to his/her original position and job duties.
- F. Any employee who assumes the duties of another position with a totally different job description for which they have no supervisory responsibility, in addition to their current position, for seven consecutive working days or more shall receive 10 percent additional compensation above their current salary if approved by the Board of Trustees. Only one person may receive this additional compensation per vacant

position. The Board of Trustees must approve this additional compensation and specify the duration of the additional compensation in this paragraph, which may exceed the one-month limitation set forth in Paragraph E above.

13.5 Master's Degree Adjustment

An employee who obtains or has obtained a Master's Degree or higher shall receive a one time permanent addition of \$500 to be added to his/her base salary. An employee hired after the signing of the Agreement shall receive the \$500 adjustment at the end of his/her initial probationary period. Official college transcripts must be submitted to the Human Resources Department for inclusion in the employee personnel file.

ARTICLE XIV - MISCELLANEOUS

14.1 Consulting

A mid-management member may be absent a maximum of two (2) days per year for professional consulting assignments. All requests must be approved in writing prior to the consulting. Leaves for consulting must be requested through the appropriate administration and approved by the President.

14.2 Grant Personnel

Because the conditions of granting agencies vary, persons employed under grants will typically be under different conditions than regularly employed personnel.

Every effort will be made to provide benefits comparable to regularly employed personnel. In some cases, salary placement may be higher than would be the case with other new personnel because of the temporary nature of the grant. In no case will benefits extend beyond the grant expiration date.

14.3 Employees under External Sub-Contracts

Because the conditions of sub-contracting to external agencies vary, persons employed under sub-contract through Triton College, (e.g. General Motors) will typically be under different conditions than regularly employed personnel.

Every effort will be made in the contract with the sub-contracting agency, to provide benefits comparable to regularly employed personnel. In some cases, salary placement may be higher or lower than would be the case with other new personnel because of the fluid nature of the sub-contracting agencies. In no case will benefits and employment extend beyond employment by the sub-contracting agency or beyond the sub-contract expiration date.

14.4 Ergonomics

Upon request from employees, the College shall provide ergonomic wrist rests, wristbands, footrests, keyboards and/or chairs.

ARTICLE XV - CONFORMITY TO LAW

If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

If there is any conflict between the provisions of this Agreement and any affirmative action obligations imposed on the Board by a federal or state statute, the affirmative action obligations of such federal or state statute shall prevail.

ARTICLE XVI - PRECEDENCE OF AGREEMENT

The parties agree that the Agreement shall supersede any provisions of Board Policy or rules or departmental or College work rules that differ with this Agreement.

ARTICLE XVII - ENTIRE AGREEMENT

This Agreement constitutes a full and complete settlement of all known outstanding issues between the Board and the Association, and it supersedes and cancels all previous agreements between the Board and the Association.

The Board and the Association mutually agree that this Agreement does not constitute a waiver of rights granted by the Illinois Educational Labor Relations Act with respect to those matters which require collective bargaining and not encompassed in this Agreement, and no action shall be taken with regard thereto by either party without collective bargaining and agreement.

The Board and the Association mutually agree that they shall not make unilateral changes in the Collective Bargaining Agreement.

ARTICLE XVIII - PAST PRACTICE

Except as this Agreement shall herein provide provisions that specifically relate to an alleged past practice, nothing herein shall be interpreted or applied so as to eliminate, reduce, or otherwise detract from any mid-management benefits existing prior to the effective date of this Agreement.

The Association and Board agree that any past practices which may arise under the provisions of and during the term of this Agreement shall conform to the elements enumerated in this section.

The parties agree that the following four (4) requirements must exist for an alleged past practice to qualify as a bonafide, binding practice, whether under the provisions of this Agreement or at any time prior thereto:

1. The asserted past practice must be reasonably consistent;
2. The asserted past practice must be clearly stated in writing, or clearly articulated in an ascertainable manner;
3. The asserted past practice shall have been acted upon;
4. The asserted past practice must be readily ascertainable over a reasonable period of time as a reasonably fixed and established practice accepted by both Parties to this Agreement.

The Board agrees that, upon request of the Association, it will, through its administration, meet and consult with the Association relative to any past practices pertaining to wages, hours, and conditions of employment.

ARTICLE XIX - TERM OF AGREEMENT

This Agreement shall be effective as of ~~October 9, 2017~~ **upon implementation** and shall continue in full force and effect through ~~June 30, 2019~~ **June 30, 2022**. Thereafter, it shall continue in full force and effect unless either party gives the other party at least thirty (30) days written notice.

ARTICLE XX - PRINTING AND DISTRIBUTION OF AGREEMENT

Copies of this signed Agreement shall be printed by the Board in quantities required for members of the Association plus the number required for the college.

The Board shall deliver the copies of this Agreement allocated for mid-management to the President of the Mid-Management Association.

The Association shall be responsible for distributing the copies of this Agreement as well as any subsequent related documents to its membership.

ARTICLE XXI - WRITTEN NOTICE

Any notice of contractual matters requiring Board action on this Agreement shall be by certified mail, return receipt requested, and shall be completed by and at the time of said mailing. Written notice may also be served by personal delivery of such notice. Proof of such service shall only be by production of a receipted copy of such notice indicating the date of receipt and bearing the signature of a person authorized to so receive such notice.

Notice sent by the Board or the college to the Association shall be addressed as follows:

Triton College Mid-Management Association President
Cook County College Teachers Union
AFT, Local 1600
Triton College
2000 5th Avenue
River Grove, IL 60171

Notices sent by the Association to the Board or the college shall be addressed as follows:

The Board of Trustees
Triton College
2000 5th Avenue
River Grove, IL 60171

or

Office of the President
Triton College
2000 5th Avenue
River Grove, IL 60171

Notice sent by the Board or the college to a mid-manager of the college covered by this agreement shall be addressed to the mid-manager at the address last listed in the records of the Office of Human Resources.

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

APPENDIX A

Salary Chart for New Employees FY 2018/FY 2019		
Level	Minimum Starting Salary	Maximum Starting Salary
G	\$ 69,243	\$ 77,424
H	\$ 65,597	\$ 73,348
I	\$ 61,956	\$ 69,611
J	\$ 56,486	\$ 63,467
K	\$ 51,020	\$ 57,325
L	\$ 47,375	\$ 53,488
M	\$ 43,733	\$ 49,377
N	\$ 40,088	\$ 45,264

APPENDIX B
MID-MANAGEMENT POSITIONS BY LEVEL

LEVEL G

Senior Network Analyst

LEVEL H

Assistant Director, Finance
Contract and Physical Property Manager
Director, Career Services

LEVEL I

Director, Child Development Center
Director, Health Services
Director, Library System and Technical Services
Director, Purchasing and Voice Communications
Director, Television and Radio Production and Broadcasting

LEVEL J

Assistant Director, Financial Aid
Coordinator, Health Learning Resource Center
Director, Adult Education Curriculum and Programming
Director, Adult Education Faculty and Instruction
Director, Athletics
Manager, Continuing Education for Health Care Professionals
Network Analyst
Senior Accountant

LEVEL K

Assistant Director, Admissions Services
Assistant Director, Career Services
Associate Director, Systems Operations
Coordinator, Admissions and Records
Coordinator, Call Center
Coordinator, Welcome Center
Director, Academic Success Center
Director, Center for Students with Disabilities
Director, Dual Credit/Dual Enrollment
Director, Information Technology Services
Director, Student Services
Director, Student Support Services
Director, Testing Center
Manager, Construction

Sales Consultant-Business and Economic Development
Senior Training and Assessment Specialist
Web Systems Analyst

LEVEL L

College Relations Associate
Coordinator, Athletic Academics
Coordinator, Athletic Facilities
Coordinator, Center for Access & Accommodative Services
Decision Support Specialist
Director, Westlake Foundation
Manager, Bursar's Office
Student Success Strategist

LEVEL M

Completion and Transitions Specialist
Coordinator, Continuing Education
Coordinator, Cooperative Education
Director, Retired Senior Volunteer Program
Instructional Designer
Manager, Adult Education Testing
Manager, Data and Information
Manager, Educational Technology Resource Center
Network/Project Analyst
Planetarium Educator
Training and Assessment Specialist

LEVEL N

Student Success Advisor

NOT BARGAINED FOR POSITIONS (Exempts)
(Not governed by the terms and conditions of this negotiated agreement.)

Associate Director, Facilities
Coordinator, Public Relations
Coordinator, Recruitment & Training
Director, Cernan Space Center
Executive Assistant to the President
Human Resources Generalist
Human Resources Specialist
Manager, Human Resources
Manager, Payroll
Police Chief
Secretary to the Board of Trustees
Security Analyst
Senior Data Analytics Specialist
Senior Research Associate

Senior Systems Analyst
Senior Systems Analyst/Object Oriented Programmer