

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**BOARD OF TRUSTEES**  
**ILLINOIS VALLEY COMMUNITY COLLEGE DISTRICT No. 513**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 138**

**2018-2019**  
**2019-2020**  
**2020-2021**  
**2021-2022**

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This agreement is made and entered into as of the first (1st) day of July 2018 by and between the Board of Trustees of Illinois Valley Community College District No. 513 comprised of La Salle, Bureau, Marshall, Lee, Putnam, DeKalb, Grundy and Livingston counties, (hereinafter referred to as the Board), and Local 138 Service Employees International Union, (hereinafter referred to as the Union).

## **ARTICLE I**           **(Recognition)**

By Board action on May 21, 1969, the Union was recognized as the bargaining agent for the full-time service employees at Illinois Valley Community College District No. 513.

## **ARTICLE II**           **(Management Rights)**

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

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

No employee may be tested for drug or alcohol abuse without reasonable suspicion.



### **ARTICLE III**      **(Union Representation)**

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

### **ARTICLE IV**      **(Subcontracting)**

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

### **ARTICLE V**      **(Grievance Procedure)**

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

#### **FIRST STEP:**

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

#### **SECOND STEP:**

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

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

#### **THIRD STEP:**

The final appeal of any grievance shall be made to the Board within five (5) working days following the receipt of the President's decision. The written grievance and a complete written case history shall be presented at the first regular Board meeting ten (10) working days following the



decision to appeal. The Board shall communicate their written decision to the grievant within fifteen (15) working days following the Board meeting.

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

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

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

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

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

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

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

## **ARTICLE VII**      **(Seniority)**

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

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

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

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

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

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

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

The normal work day shall be eight (8) consecutive hours per day (excluding lunch) Monday through Friday, or Tuesday through Saturday. The first shift will begin at 6:00/7:00 a.m. and will end at 2:30/3:30 p.m. The second shift will begin at 1:30 p.m. and will end at 10:00 p.m. The third



shift will begin at 10:00 p.m. and will end at 6:30 a.m. In the event that these times are to be changed, the Board or its designee agrees to meet with the Union to attempt to arrive at a mutually agreeable change. The work week shall be forty (40) hours per week.

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

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

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

Four (4) days per year personal leave with full pay shall be granted. Whenever possible, advance notice shall be given to the Director of Facilities. At the end of the fiscal year, unused personal leave days will be converted to sick leave but those converted sick leave days will not be reported to SURS as time worked.

### **Bereavement Leave**

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

## **ARTICLE X**      **(Sick Leave)**

Each new employee shall receive accumulative sick leave with full pay of twelve (12) days for the first year, prorated at one day for each full month, and for each succeeding year thereafter. A year is considered to be July 1 through June 30.

- Each full time employee may accumulate an unlimited number of sick days. There is no monetary compensation for unused sick leave. Accumulation of sick days may provide job security during an extended sick leave.
- Sick leave may be used in accordance with the Employee Sick Leave Act of 2017. Sick leave may not be used for vacation purposes or for personal business not medically related. Falsification of the reason for sick leave usage shall be grounds for disciplinary action, including dismissal.
- It is the responsibility of the employee to notify his/her supervisor as soon as possible on the first day of any absence. Thereafter, it is the employee's responsibility to keep the supervisor informed of any change in condition and the expected date of return to work.



Failure to give such notification may result in an unexcused absence and can be cause for disciplinary action. If illness or disability continues beyond the period covered by accrued sick leave, accrued vacation and personal leave, under Board Policy 3.22 an employee may request additional unpaid time off for illness in 30-day increments after FMLA is exhausted.

- An employee who is absent on sick leave for more than three days may be required to present a doctor's certificate stating the medical necessity for the leave and its duration.

The College is committed to compliance with the Family and Medical Leave Act of 1993 ("FMLA"). FMLA allows eligible employees to obtain leaves of absence for family and medical reasons for up to 12 weeks, and up to 26 weeks of leave in any single 12-month period in compliance with the expansion of FMLA under the National Defense Authorization Act, with job protection and no loss of service accumulated prior to the commencement of the leave, provided the employee returns to work.

To be eligible for leave under FMLA, an employee must 1) have been employed by the College for a total of at least 12 months; and 2) have worked at least 1,250 hours during the 12 months before commencement of the leave. For purposes of this policy, the College will use a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave, with the exception of military caregiver leave, which is measured as a single, 12-month period forward.

If leave is due to the serious health condition of the employee or the employee's family member, the employee is required in all cases to provide a health care provider's certification of the serious health condition on a form that will be provided by the College at the time the request for leave is made. The College has the right to require the employee to obtain a second opinion at the College's expense.

An employee who timely returns from FMLA leave and is certified by a licensed physician as being able to return to work, will be reinstated to the same position that the employee would have held had the employee not taken leave, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

The provisions of Board Policy 3.16 will be followed with regard to FMLA leave to the extent not inconsistent with the terms of this Article X.

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

### **PROBATIONARY EMPLOYEES**

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

## CUSTODIAN (See Appendix I)

### Current Employees

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

Tier I – Custodian				
Current employees hired prior to 8/31/08	7/1/18-6/30/19	7/1/19-6/30/20	7/1/20-6/30/21	7/1/21 - 6/30/22
Hourly Rate	\$ 22.88	\$ 23.45	\$ 24.04	\$ 24.64
Time & 1/2 Rate	\$ 34.32	\$ 35.18	\$ 36.06	\$ 36.96
Double Time Rate	\$ 45.76	\$ 46.90	\$ 48.08	\$ 49.28

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

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

Tier II - Custodian				
Employees hired after 8/31/08	7/1/18-6/30/19	7/1/19-6/30/20	7/1/20-6/30/21	7/1/21 - 6/30/22
New hire	\$ 20.18	\$ 20.75	\$ 21.34	\$ 21.94
1 yr anniversary	\$ 21.03	\$ 21.60	\$ 22.19	\$ 22.79
2 yr anniversary	\$ 21.88	\$ 22.45	\$ 23.04	\$ 23.64



MAINTENANCE

(See Appendix II and III)

Current Employees

Tier I - Maintenance				
Current employees hired prior to 8/31/08	7/1/18-6/30/19	7/1/19-6/30/20	7/1/20-6/30/21	7/1/21 - 6/30/22
Hourly Rate	\$ 27.56	\$ 28.25	\$ 28.96	\$ 29.68
Time & 1/2 Rate	\$ 41.34	\$ 42.37	\$ 43.44	\$ 44.52
Double Time Rate	\$ 55.12	\$ 56.50	\$ 57.92	\$ 59.36

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

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

Tier II - Maintenance				
Employees hired after 8/31/08	7/1/18-6/30/19	7/1/19-6/30/20	7/1/20-6/30/21	7/1/21 - 6/30/22
New hire	\$ 25.56	\$ 26.25	\$ 26.96	\$ 27.68
1 yr anniversary	\$ 26.56	\$ 27.25	\$ 27.96	\$ 28.68
2 yr anniversary	\$ 27.56	\$ 28.25	\$ 28.96	\$ 29.68

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



is assigned, the Director will equalize work to the extent practicable among regular employees and supervisors separately.

#### Regarding All Service Employees

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

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

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

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

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

If an employee is called in for less than three (3) hours immediately preceding his/her normal work day, he/she will be paid at the overtime rate for the time worked before his/her shift begins. In addition, he/she will be permitted to work until the end of his/her normal work day.

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

#### **ARTICLE XII**      **(Longevity Pay)**

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

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

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

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

### **ARTICLE XIII**      **(Vacations)**

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

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

Salary may not be paid in lieu of vacation.

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

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

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

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

### **ARTICLE XIV**      **(Holidays Defined)**

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

1. NEW YEAR'S DAY -- Off Day

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

2. NEW YEAR'S EVE -- Off Day

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

3. PRESIDENT'S DAY or LINCOLN'S BIRTHDAY- Off Day

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

4. MARTIN LUTHER KING DAY - Off Day

5. MEMORIAL DAY -- Off Day

6. FOURTH OF JULY -- Off Day

7. LABOR DAY -- Off Day

8. VETERAN'S DAY -- Off Day

9. THANKSGIVING DAY -- Off Day

10. FRIDAY AFTER THANKSGIVING -- Off Day

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

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

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

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

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

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

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

## ARTICLE XV (Pension)

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



## **ARTICLE XVI**      **(Insurance)**

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

All employees will be offered only the HDHP insurance plan with the College paying 80% of the premium and service employees paying the remaining 20% pursuant to Article XVI Option A or the College paying 78% of the premium and the service employees paying the remaining 22% pursuant to Article XVI Option B.

- The College will deposit a minimum of \$2,500 annually for single coverage or \$5,000 annually for employee plus one or family coverage into a HSA for the employee on January 1<sup>st</sup> of each applicable year.

Annual health screening to develop a Health Risk Assessment (HRA) will be available for all service employees and covered spouses/partners.

Each employee may choose from the following Health Screening options.

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

- Dependents are not required to participate
- Completed during the Fall semester or prior to December 15 of each year
- Free to employees and any spouse/partner covered under the College insurance plan
- Will be available on the Oglesby campus for a defined period of time each Fall semester
- Covered under the Health Insurance Portability and Accountability Act (HIPAA)
- No consequence to the individual based on screening results during the first calendar year after the initial screening.

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

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

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

The College shall pay 80% of health insurance premiums for all categories of insurance coverage for those that participated in IVCC's annual wellness screening and received a total score in the

healthy range or demonstrated adequate improvement (or qualifies for an exception) as determined by the district's population health management company.

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

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

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

Board-paid life insurance will be provided each for employee in the amount of \$60,000 including Accidental Death & Dismemberment (AD&D).

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

## **ARTICLE XVII**      **(Conditions)**

1. When the College is open to the general public, private groups, organizations, individuals or students and/or College sponsored events, the service employee(s) on duty may be assigned to the activity to prepare, assist, and clean up after said activity. While on this assignment, the service employee(s) shall be paid at the rate of time and one-half if said work is performed on week days and the assignment continues beyond the regular work day.
2. When excessive work must be performed, a service employee will be called out.
3. Salaried and/or supervisory personnel who are not members of Local Union 138 shall not perform such duties as would deprive Union members of justified overtime.
4. There shall not be any work done by the administrative staff or faculty, except assigned student help, which is considered service employee work. Student workers will not be assigned to replace absent employees or to perform work outside regular work hours so as to deprive bargaining unit members of overtime. In the event an employee who normally supervises a student is absent, the student may work with reduced supervision.



5. Whenever practicable, all overtime shall be divided amongst the service employees by job classification on an equal basis and kept equalized during the contract year. A monthly record shall be maintained by the Director of Facilities and kept posted on the service employees' bulletin board as to the total hours each employee has accumulated. If the management is unable to obtain someone to perform the overtime sought, the employee with the least seniority in the classification involved is required to perform the work.

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

6. All accumulated overtime shall be paid on the next regular pay period.
7. The College will provide five shirts and five pairs of pants the first year of the contract and four shirts and four pairs of pants during the second, third, and fourth years. Employees may use part of their clothing allowance to purchase up to one pair of work shoes per year. Provision will be made for acceptable summer and winter clothing. The College will maintain several sets of winter jackets and boots for use by custodians who are asked to work outside in winter without prior notice. Uniforms are to be ordered by December 31<sup>st</sup> of each year.
8. The Board shall maintain a system of paying all members of Local Union 138 every other Thursday.

#### **ARTICLE XVIII**     **(Jury Duty)**

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

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

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

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



**ARTICLE XX**


**(Duration of Contract)**

This contract shall be effective as of the first (1st) day of July, 2018 and all the foregoing provisions shall remain in full force and effect until and including the thirtieth (30th) day of June, 2022.

Ratified by members of Local Union 138, Service Employees International Union at their regular monthly meeting the 23<sup>rd</sup> day of August, 2018.

Passed and became a part of the minutes by the Board this 13th day of September, 2018.

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

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

## APPENDIX I

### CUSTODIAN

#### BASIC FUNCTION AND RESPONSIBILITIES:

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

#### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- 1. Use of commercial vacuums, sweepers, rotary buffers, automatic floor scrubbers, carpet extractors, wet vacuums and various other similar power cleaning utensils.
- 2. Stripping of hard surface floors and reapplication of floor finish materials.
- 3. Use of wet mops, dust mops and push brooms.
- 4. Complete cleaning of walls and ceilings in assigned areas.
- 5. Cleaning of all glass surfaces, both interior and exterior, using step ladders, extension ladders and/or power lifts.
- 6. Empty waste containers.
- 7. Service of towel and soap dispensers; clean toilets, urinals, sink, tub and/or shower areas.
- 8. Keep entrances, exits and stairs free from debris, including gum wrappers, cigar and cigarette remains and any other litter; empty all ashtrays and waste containers in smoking areas ensuring that all smoking materials are completely extinguished.
- 9. Deliver and set up folding chairs, tables, stages, and other heavy equipment used for college functions.
- 10. Replacement of incandescent and fluorescent bulbs in all campus lights.
- 11. Cleaning of chalkboards and whiteboards to include replacement of chalk/markers and erasers as needed.



#### OTHER DUTIES AND RESPONSIBILITIES:

1. Assist grounds employees in keeping sidewalks, entrances and exits free of debris, snow, ice, leaves, mud or any other items that could be tracked into the facility or cause a potential liability to the college. Use of snow and ice removal equipment.
2. Supplementary painting, staining, refinishing, and other duties may be assigned as needed.
3. Direction of student workers as assigned by the Director of Facilities.
4. Work with and assist maintenance staff as assigned.

#### QUALIFICATIONS:

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

#### Supervision Received from:

- A. Director of Facilities

## APPENIX II

### MAINTENANCE

#### BASIC FUNCTION AND RESPONSIBILITY:

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

#### ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Assume responsibility for the proper, safe and efficient operation of specific building structure, systems and equipment and related components.
2. Install, operate, maintain, troubleshoot and repair complex building systems and equipment.
3. Perform a variety of complex duties relating to repair requests, work order, and planned maintenance in a specific area of maintenance.
4. Determine and procure tools, materials and repair parts to maintain assigned systems and equipment.
5. Read and interpret plans and specifications and operation and maintenance manuals for specific systems and equipment.
6. Respond to and perform emergency repairs and service as necessary for the proper operation of specific building systems and equipment.
7. Recommend purchase of materials, supplies and equipment.
8. Attend meetings and coordinate with other departments for special events.

#### OTHER DUTIES AND RESPONSIBILITIES:

1. Assume responsibility for conformance to applicable local, state and federal codes concerning a specific area of building maintenance.
2. Plan, design and specify materials for assigned projects.
3. Assist administrative personnel in the planning and design of facilities as assigned.
4. Supervise or train personnel during specific projects as assigned.



5. Perform maintenance duties as assigned.
6. Perform miscellaneous duties in Physical Plant as assigned.
7. Assist with special indoor events, setup, and removal.
8. Perform additional duties as may be assigned.
9. Direct student workers as assigned

SUPERVISION RECEIVED FROM:

- A. Director of Facilities

QUALIFICATIONS:

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

DESIRABLE QUALIFICATIONS

1. Five or more years of direct experience in a specific area of maintenance.
2. Two-year college degree or successful completion of an apprenticeship program in a specific area of building maintenance and/or three or more years of direct experience.
3. A valid Class "B" Illinois Commercial Driver's License.

## APPENDIX III

### MAINTENANCE (Groundskeeper)

#### BASIC FUNCTION AND RESPONSIBILITY:

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

#### ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Irrigate, trim, edge, aerate, mow, fertilize and renovate lawns and turf areas; irrigate, feed, spray and cultivate around trees, shrubs and hedges; trim and prune trees, shrubs and hedges.
2. Plant new lawns, trees, shrubs, hedges and flowers; evaluate soil and other relevant conditions and assist in selection of vegetation types.
3. Diagnose disease and pest conditions; spray landscaped areas with toxic herbicides, pesticides, fungicides and rodenticides; prepare mixtures in proper proportions; locate, trap and bait rodents.
4. Design, develop and install new irrigation systems utilizing electrical, hydraulic and other state-of-the art components; program irrigation controls for proper and efficient operation; diagnose, repair or replace electrical irrigation malfunctions.
5. Provide other regular maintenance to grounds such as weeding, raking and maintaining assigned areas in a clean, safe and orderly condition.
6. Maintain outside athletic fields and equipment such as baseball and softball field; prepare, line, mark and drag areas for athletic games and contests.
7. Provide a variety of general maintenance to campus grounds; blow, sweep and wash sidewalks and courts in a clean, safe and orderly condition; remove all snow from general sidewalks, entrances, roadways and parking areas; pick up and deliver grounds related materials.
8. Operate a variety of grounds maintenance equipment including tractors, tractor-towed mower, snow blowers, endloader, skidloader, scraper, grader, ditcher, power edger, chipper/shredder, power sweeper, turf vacuum, forklift, trucks, electric and motorized carts, riding mower, utility vehicle, aerator, sprayers, trencher, saws, drills and a wide variety of small power and hand tools.



9. Inspect, repair and replace automatic and manual sprinkler valves, irrigation lines and sprinkler heads, inspect functioning of controllers and repair as necessary.
10. Routine maintenance of tools, equipment and machinery. Constant update of preventive maintenance program and records of such.
11. Maintain records of hazardous materials use, fuel consumption, parts and materials inventory and work orders.

#### OTHER DUTIES AND RESPONSIBILITIES:

1. Construct, repair, resurface and maintain concrete and asphalt walkways, curbs and ramps; mix and pour cement and asphalt; install athletic equipment as directed.
2. Perform general duties such as installing campus signs and setting up for campus events and outdoor and indoor classrooms as needed.
3. Provide work direction and guidance to student groundskeeping crews as assigned.
4. Perform related duties as assigned.

#### KNOWLEDGE AND ABILITIES:

##### KNOWLEDGE OF:

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

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

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

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

Basic recordkeeping techniques.

ABILITY TO:

Perform general grounds maintenance and landscaping duties.

Perform heavy physical labor.

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

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

Observe legal and defensive driving practices.

Meet schedules and time lines.

Work cooperatively with others.

Work independently with little direction.

Work from blueprints, shop drawings and sketches.

Operate, service and make minor repairs on equipment.

Maintain routine records.

Prepare and maintain as-built drawings.

Ability to climb a ladder.

LICENSE AND OTHER REQUIREMENTS

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

A valid Class B Illinois CDL, preferred but not required.

WORK DIRECTION, LEAD AND SUPERVISORY RESPONSIBILITIES:

Responsible for daily routine operations of student part time workers.