

Agreement

Between the
Community College District No. 535
County of Cook,
State of Illinois

and the

Oakton Community College
Classified Staff Association,
A chapter of the
Cook County College Teachers Union
Local 1600,
American Federation of Teachers

2012 - 2016

This agreement is entered into by and between the Board of Trustees of Community College District No. 535 and the Oakton Community College Classified Staff Association (OCCCSA), a chapter of the Cook County College Teachers Union, Local 1600, of the American Federation of Teachers.

ARTICLE I – DEFINITIONS

SECTION 1.1 - AGREEMENT

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

SECTION 1.2 - BOARD OF TRUSTEES

The term "Board of Trustees" shall mean the seven (7) persons elected to govern Community College District No. 535, County of Cook, and State of Illinois.

SECTION 1.3 - BOARD

The term "Board" shall mean the Board of Trustees and its managerial and supervisory employees.

SECTION 1.4 - ADMINISTRATION

The term "Administration" shall mean the managerial and supervisory employees appointed by the Board of Trustees.

SECTION 1.5 - ASSOCIATION

The term "Association" shall mean the Oakton Community College Classified Staff Association, a chapter of the Cook County College Teachers Union, Local 1600, of the American Federation of Teachers.

SECTION 1.6 - FULL-TIME EMPLOYEES

A. Full-Time/Full-Year Employees.

Full-time/full-year employees are those employees who regularly work forty (40) hours per week, twelve (12) months per fiscal year, in Board-authorized positions.

B. Full-Time/Short-Year Employees.

Full-time/short-year employees are those employees who regularly work forty (40) hours per week (and, where applicable, its equivalent during the summer) and at least thirty-six (36) weeks per fiscal year, but not regularly more than forty-three (43) weeks per fiscal year in Board-authorized positions.

SECTION 1.7 - PART-TIME EMPLOYEES

Part-time employees are those employees who regularly work less than forty (40) hours per week, but at least twenty-five (25) hours per week, twelve (12) months per fiscal year in Board-authorized positions. This includes regularly authorized Alliance employees who work at least 1,300 hours.

SECTION 1.8 - 20-HOUR EMPLOYEES

Twenty-hour employees are those employees who regularly work twenty (20) hours per week, twelve (12) months per fiscal year, in Board-authorized positions. This includes regularly authorized Alliance employees who work 1,000 hours per year.

SECTION 1.9 - OTHER CONTINUING EMPLOYEES

Other continuing employees are those employees who regularly work less than twenty (20) hours per week. Continuing employees are not eligible for benefits, except those specifically listed in the contract.

SECTION 1.10 – PROFESSIONAL/TECHNICAL

A. Classification.

The professional/technical designation is for exempt employees. When a new classification or vacancy exists, the Executive Director for Human Resources and the Association shall meet to decide if the classification shall be exempt.

B. Work Week.

Except as the needs of the College otherwise require, the regular work week for professional/technical employees is five (5) consecutive days.

C. Summer Work Week.

See Section 4.2.

D. Work Day.

The regular work day shall be eight and three-quarters (8 ¾) hours, including a three-quarter (¾) hour unpaid lunch period, except as provided in Section 4.2.

ARTICLE II – RECOGNITION

SECTION 2.1 - 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, as prescribed by the Illinois Educational Labor Relations Act, for employees in the classifications listed in Appendix A.

SECTION 2.2 - NEW CLASSIFICATIONS

The Board shall promptly notify the Association of its decision to add new classifications or change existing classifications. If the new classification is a successor title to a classification covered by this Agreement, with no substantial change in duties, the new classification shall become a part of this Agreement. If the proposed new classification contains a significant part of the work now done by any of the classifications in this bargaining unit or whose functions or community of interest are similar to those in this bargaining unit, the Board will notify the Association. The Administration and Association will meet within fifteen (15) working days of notification to review the classification. Upon installation of the new classification, the position shall be filled in accordance with Section 6.3 of the Agreement. The Executive Director for Human Resources will notify the Association prior to the Board meeting and provide a copy of the new or revised job descriptions and their classifications.

SECTION 2.3 - ABOLITION OF A JOB CLASSIFICATION

The Administration shall notify and discuss with the Association the effects of the abolition or merger of any job classifications under this Agreement.

SECTION 2.4 - SUBCONTRACTING

If the Board determines that subcontracting is necessary and that it would result in a layoff of employees, the Board shall notify the Association in writing. If the Association requests, the Board shall enter into negotiations with the Association over the effects of the layoff(s).

SECTION 2.5 - ASSOCIATION EXCLUSIVITY

The Board shall not negotiate with any other employee organization or with any individual employee covered by this Agreement over matters negotiable under the Illinois Educational Labor Relations Act.

ARTICLE III - ASSOCIATION RIGHTS

SECTION 3.1 - DUES CHECK-OFF

A. Deductions.

The Administration 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 the authorization.

B. Procedure.

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 such change does not occur more than once each fiscal year. The dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each, and a list of Association members who had authorized such deductions shall be forwarded to the Cook County College Teachers Union no later than ten (10) days after such deductions were made.

C. Indemnity.

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.

D. Revocation.

Unless otherwise provided by the terms of such voluntary authorization, the Administration shall honor any revocation of authorization for dues deduction within thirty (30) calendar days of its receipt, and any termination of employment shall likewise be treated as a revocation of such authorization.

SECTION 3.2 - FAIR SHARE

A. Deductions.

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 consisting of their proportionate share of the collective bargaining process, contract administration, and pursuit of matters affecting wages, hours and other conditions of employment. The amount of the fee shall be certified to the Administration by the Association, and fair share deductions shall be made at the same time and in the same manner as dues check-off deductions under Section 3.1, above.

B. Objections.

Should any employee object to paying a fair share fee to the Association based upon bona fide religious tenets or teaching of a church or religious body of which such employee is a member, an amount equal to the employee's fair share shall be paid to a non-religious charitable organization from a list of charitable organizations approved by the Illinois Educational Labor Relations Board (IELRB). The Association shall certify to the IELRB the charitable organization to which such payments are to be made, or the employee may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Association on a monthly basis.

SECTION 3.3 - REINSTATEMENT OF EMPLOYEES ON DUES CHECK-OFF

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

SECTION 3.4 - ASSOCIATION MEETINGS

The Association shall have the right to schedule a meeting once each month, usually on the day following the Board meeting, during the first, second and third shift. All bargaining unit employees shall be free to attend such meetings without loss of pay or time. Such meetings shall not exceed one (1) hour.

SECTION 3.5 - RELEASED TIME FOR ASSOCIATION OFFICERS AND THIRD SHIFT STEWARD

The President of the Association shall be provided eight (8) hours a week to transact the business of the Association, of which four (4) hours will be for on-campus activities. Each of the other officers of the Association shall be provided two (2) hours per week to conduct official business of the Association. Third Shift Steward shall be provided up to two (2) work days of released time per year for Association training, and up to one (1) travel day of released time associated with such training.

SECTION 3.6 - PUBLIC RECORDS

The Board shall make available to the Association, upon its request, any existing public records which are relevant to negotiations or to the enforcement of this Agreement, provided that the Board shall not be obligated hereunder to provide any such records more than once.

SECTION 3.7 - BOARD OF TRUSTEES' AGENDA

The Association shall be supplied a copy of the agenda and the date of any regular or special meeting of the Board of Trustees the morning of the day of the meeting, with sufficient information thereon to know the subjects of discussion at the Board meeting. The President of the College shall make available to the President of the Association or designee, at the beginning of the Board meeting, additional non-confidential Board of Trustees' reports, including recommendations of the President of the College and the minutes of the last meeting.

SECTION 3.8 - ASSOCIATION ADDRESSING THE BOARD OF TRUSTEES

The President of the Association or designees shall be accorded the privilege of speaking at Board of Trustees' meetings for a period of time allocated by the Chairman of the Board of Trustees in the same manner as time is allocated to other employee organizations. The Association President shall submit his/her request prior to the time the agenda is prepared and shall identify the subject(s) on which he/she wishes to speak. Collective bargaining shall not be discussed, nor shall grievances be discussed.

SECTION 3.9 - BOARD OF TRUSTEES' POLICIES

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

SECTION 3.10 - 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, for necessary activities of the Association (but not any affiliated organization) subject to reasonable regulation. The Association shall have the right to use other facilities and equipment of the College subject to the specific approval of the President of the College or designee.

SECTION 3.11 - ASSOCIATION OFFICE

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

SECTION 3.12 - CLASSIFIED STAFF SEAT ON COLLEGE COMMITTEES

The Administration shall solicit the recommendation of the Association president in the appointment of classified staff to College committees that deal with issues affecting employees covered by this Agreement. Upon initial appointment, participation on committees shall be for a two- or three-year term or until the work of the committee is completed, whichever comes first. If a committee remains in effect for longer than two or three years, the Association president shall make a recommendation for replacement(s) or re-appointment(s) for a second term.

If the Association president’s recommendation for replacement of an incumbent for a second term is not accepted, and the incumbent committee member serves a second term, the second term will be final and the appointee will not be considered for any subsequent consecutive appointment to the same committee.

The Executive Director for Human Resources shall be informed of any College-wide committees being created, and will be responsible for contacting the OCCCSA President, regarding classified staff member participation.

SECTION 3.13 – UNION EMPLOYMENT

In the event that a full-time classified employee shall become a full-time employee of the Union, the employee shall notify the Oakton College President and shall be granted a leave of absence not to exceed two years without pay for the purpose of accepting this position. Any Union officer who accepts such a leave of absence shall be entitled to all benefits or rights accorded to a classified employee on unpaid leave of absence.

The Board agrees to make available up to 16 hours per week to any classified employee who is elected a part-time officer (vice-president, secretary, treasurer, legislative chair, grievance chair) of Local 1600 to serve a two-year term of office.

Both President and part-time Executive Positions described in the above paragraphs may be eligible for additional periods of up to two years, with management approval.

ARTICLE IV - HOURS OF WORK

SECTION 4.1 - WORK WEEK

Except as the needs of the College otherwise require, the normal work week for employees is five (5) consecutive days. The work week shall not be changed on a week-to-week basis to avoid the payment of overtime.

SECTION 4.2 - SUMMER WORK WEEK

A. The College will adopt a four- (4) day summer work week (i.e., Monday through Thursday). For 2013 to 2016, the schedule is as follows:

- 2013 Sunday, May 19 – Saturday, August 3, 2013 (11 Weeks)
- 2014* Sunday, May 25 – Saturday, August 9, 2014 (11 Weeks)
- 2015* Sunday, May 24 – Saturday, August 8, 2015 (11 Weeks)
- 2016 Sunday, May 22 – Saturday, August 6, 2016 (11 Weeks)

**July 4 Floating Holiday (per Section 17.2)*

The normal workday will be nine and one quarter (9 ¼) hours including one (1) unpaid three-quarter (¾) hour lunch period. Facilities personnel, who are not office staff, shall have a normal work day of nine (9) hours, including a one-half (½) hour unpaid lunch period and one (1) paid fifteen (15) minute break. Time and one-half (1 ½) rates will be paid for work in excess of thirty-four (34) hours per week during the summer work schedule.

- B. Full-time/full-year employees shall be paid their regular work week salary during the summer work week.
- C. Full-time/short-year employees shall be paid their regular standard work week salary during the summer work week provided that they work the full week; otherwise they shall be paid for the hours actually worked.
- D. All other employees shall be paid for the hours actually worked.

SECTION 4.3 - WORK DAY

The typical work day shall be eight and three quarters (8 ¾) hours, including a three-quarters (¾) hour unpaid lunch period, except as provided in Section 4.2, above. Facilities personnel, who are not office staff, shall have a normal work day of eight and one-half (8 ½) hours, including a one-half (½) hour unpaid lunch period and one (1) paid fifteen (15) minute break.

SECTION 4.4 - OVERTIME

A. Qualification.

Overtime shall be compensated as prescribed by law except hours worked shall include holidays observed, as stated in Section 17.1 A and B, and vacation days.

B. Overtime on Holidays.

Employee required to work on a holiday shall be compensated for all hours worked at the appropriate rate of pay in accordance with 4.4 A, in addition to holiday pay. There shall be no pyramiding of overtime.

C. Compensatory Time.

Compensatory time may be provided in lieu of salary and paid at the rate of one and one-half (1 ½) hours for each hour of overtime worked and may be accumulated to a maximum of two hundred and forty (240) hours. Such compensatory time off shall be taken by the employee within ninety (90) days of the overtime worked. Any compensatory time off which is not taken within ninety (90) days shall be compensated as a cash payment on the regular payday for the pay period which immediately follows the ninety (90) day period.

D. Winter Break.

Employees who work during the winter break, as defined in Section 17.1 C, shall be compensated for all hours worked at the appropriate rate in addition to receiving pay for the day off (double time). If an employee works on a holiday listed in Section 17.1 A, the employee shall receive overtime pay in addition to holiday pay.

SECTION 4.5 - ROTATION OF OVERTIME

A reasonable effort shall be made to equitably rotate overtime opportunities among employees who normally perform the work within the department.

SECTION 4.6 - VOLUNTARY OVERTIME

Where feasible, overtime shall be voluntary.

SECTION 4.7 - CALL-BACK PAY

Employees called back to work thirty (30) minutes or more after the completion of their regular shift on any day after completing the work shift shall receive a minimum of four (4) hours pay at time and one-half (1 ½) their regular straight-time hourly rate.

SECTION 4.8 - STAND-BY PAY

Employees placed on stand-by shall receive \$2.50 per hour effective July 1, 2004, unless called in to work. They then will receive pay in accordance with Section 4.7, above.

SECTION 4.9 - SHIFT DIFFERENTIAL

Employees regularly assigned to work for a period of four (4) consecutive hours or more after 3:30 p.m. and before 11 p.m. shall be paid a premium of seven percent (7%) of their regular salary for the full shift for that day. Employees regularly assigned to work for a period of four (4) consecutive hours or more after 11 p.m. but before 6 a.m. shall be paid a premium of ten percent (10%) of their regular salary for the full shift for that day. No employee shall be assigned to work a split shift-without prior labor and management approval. There shall be no pyramiding of premium pay.

SECTION 4.10 - EMERGENCY CLOSING

When the Administration determines that it is necessary to close a facility because of an emergency situation, to include inclement weather, the following shall apply:

- A. Procedure.
If a majority of bargaining unit employees are not required to report to work on a particular shift, the employees who have already reported for work will be paid for the closed building day as well as for the time actually worked. Employees who are unable to report for work on this designated shift shall be paid only for the closed building day. If a majority of the employees have reported for work when the building is declared closed, the day shall be considered a regular workday with early dismissal; employees who do not report to work on the designated shift shall be charged with a personal day or a vacation day at their option unless they have previously called in sick prior to the building closing. Employees on subsequent shifts will report to work unless called by their supervisor and told not to report. Closed building day hours shall be paid at straight time and not count in overtime calculation.
- B. Employees Who Work.
Non-exempt employees who are required to remain at, or report to, work during a closed building period shall receive closed building pay for their regularly scheduled work hours for that day. In addition, all hours actually worked shall be paid at straight time until overtime provisions apply. (See Section 4.4 – Overtime.)
- C. Campus Exclusivity.
An emergency situation at one facility shall not necessarily affect employees at any other facility.
- D. Part-Time, 20-Hour and Other Continuing Employees.
Part-time, 20-hour, and other continuing employees will be treated like full-time employees, as described in 4.10 A. If applicable, they will be paid for up to the number of hours normally worked on that day (including any time actually worked).
- E. Emergency Closing Designation.
The emergency closing designation will not extend beyond three (3) consecutive work days. If the closed condition extends beyond three (3) days, the employees will not be paid but can use vacation or personal days.

ARTICLE V - SENIORITY

SECTION 5.1 - DEFINITION

A. Full-Time Employees.

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

B. Part-Time and 20-Hour Employees.

Seniority is the length of continuous service. One (1) year of seniority equals two (2) years in pay status.

C. Identical Seniority.

If the seniority of two (2) or more employees shall be identical, preference shall be determined by lot.

SECTION 5.2 - APPLICATION OF SENIORITY

In the application of seniority under this Agreement, the ability of the employee means the ability to perform the required work.

SECTION 5.3 - SENIORITY DURING LEAVE

Seniority shall continue to accumulate during an approved paid leave of absence or an unpaid leave of absence of less than ninety (90) consecutive days.

SECTION 5.4 - SENIORITY LISTS

The Administration shall prepare and post a seniority list at each campus within sixty (60) calendar days following the execution of this Agreement and annually thereafter. Such seniority list shall be determinative as to all persons employed on the date of posting unless the employee objects in writing within fifteen (15) calendar days. Any such objection, if not promptly resolved, shall be submitted to Expedited Arbitration.

SECTION 5.5 - PROBATIONARY PERIOD

A. New Employees.

All new employees shall be considered probationary employees until they complete a probationary period of sixty-five (65) working days, counting only those days actually worked. Days worked during the summer work week shall be credited as one (1) day toward completion of the probationary period. During the employee's probationary period, the employee shall be represented by the Association except in discharge cases. At the discretion of the area administrator, the probationary period may be extended for an additional twenty (20) working days.

B. Current Employees.

A probationary period of not more than twenty (20) working days shall be served by a current employee who assumes another bargaining unit position covered under this Agreement. If the employee fails to satisfactorily complete the probationary period in the new position because of inability to perform the required work, the Board shall place the employee in his previous position or in a comparable position. Section 8.1 B applies.

SECTION 5.6 - LAYOFF

If the Board in its sole discretion shall determine that layoffs are necessary, whether by reason of reduction in force, discontinuance of program, or otherwise, employees shall be dismissed by classification provided:

- A. Temporary and probationary employees in such classification or lower shall first be terminated if performing any work which the non-probationary employee might reasonably perform.

- B. Within the affected classification, the least senior employee(s) shall be dismissed first, provided that the remaining employees are qualified to perform the work to be done.

SECTION 5.7 - RECALL

- A. Eligibility.
Employees who are laid off shall be put on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of the lay-off. If an employee is recalled to a position in a lower classification, the employee shall have the right to return to the previous position when a vacancy occurs. 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 Administration shall not hire new employees in bargaining unit positions as long as there are fully qualified employees who have not refused the positions on the recall list.
- B. Procedure.
Notice of recall shall be mailed to the employee's last known address. If the employee fails to accept such offer of return to employment and to return to employment within fourteen (14) calendar days of mailing of the notice of recall or within seven (7) calendar days of the employee's actual receipt of such notice of recall, whichever shall first occur, the employee shall be deemed to have rejected such offer and to have waived his/her recall rights. Such employee shall no longer be eligible for any other vacant or new position that becomes available within the recall period or thereafter.
- C. Seniority.
Recalled employees shall retain their accrued rights and accumulated seniority, but the period between dismissal and return to work by recall shall not be counted toward seniority or the accumulation of any other rights.

ARTICLE VI - FILLING OF VACANCIES

SECTION 6.1 – POSTING

- A. Internal Posting.
If the Board determines that it is necessary to create a new position in the bargaining unit or to fill a position formerly held by an employee, such positions shall be posted internally for five (5) working days before appearing in advertisements in appropriate web postings and other media. Any job vacancy posted after 2 p.m. shall be counted as if it had been posted on the following day.

The five-day internal posting is an exclusive posting period. Any applications received from non-employees during the five-day period will not be considered. Internal applicants will be asked upon application whether or not their current supervisor may be contacted.
- B. Custodial Posting.
For custodial positions only, at least once each calendar year the Administration shall post a general custodial vacancy notice. Current employees may bid on any vacant custodial positions that may arise until the next posting. All qualified applicants shall be placed in a hiring pool. When vacancies occur during the calendar year, the Administration shall be required to post a vacancy notice but shall select applicants from the hiring pool.
- C. Display of Postings.
The College shall supply, at each campus, a locking posting board which shall be accessible to all employees for the purpose of displaying current postings of vacancies. The Administration shall furnish copies of postings via e-mail to the Association President and the Association designee at the Ray Hartstein campus.

SECTION 6.2 - BIDDING RIGHTS

Employees covered under this Agreement shall have the right to bid on any vacancy in the bargaining unit. Employees bidding on posted positions shall be notified when the position has been filled. Internal applicants will be flagged with an icon denoting "internal candidate." Applicant logs will be ordered by receipt date first to last. If the applicant pool is being reviewed by Human Resources, internal applicants who meet the position requirements will remain on the list.

SECTION 6.3 - FILLING OF VACANCIES

Positions shall be filled as follows:

- A. Employees may use their seniority to fill a vacant position in their classification on another shift.
- B. Qualified employees subject to layoff.
- C. Qualified employees recalled from layoff.
- D. The best qualified to perform the required work. Only factors related to the job requirements will be considered. Unsuccessful candidates will not be required to train the candidate selected.
- E. A current bargaining unit employee may be employed by the College in a bona fide learning capacity at their current salary with the approval of both the Executive Director for Human Resources and the Association President. In such instances, this learning status will be for individuals who will meet the required qualifications listed at the time of the job posting (e.g., education requirements or experience requirements) within six (6) months from the date of appointment. The employee and supervisor will provide the rationale for participating in a bona fide learning capacity status, the period of time (maximum of six [6] months) necessary to complete/meet the position's requirements. No job will be filled in a bona fide learning capacity until the job has been posted, advertised and all applications for qualified candidates have been accepted and reviewed.

If the employee fails to obtain the necessary qualifications or meet the requirements of a position while serving in a bona fide learning capacity, or does not satisfactorily perform the duties of the position, the Board shall place the employee in his/her position most recently held or in a comparable position.

SECTION 6.4 - NEW EMPLOYEES

Upon request, the Administration shall notify the Association within five (5) working days of the date of hiring, of the name, salary, and job classification of any new employee covered under this Agreement.

ARTICLE VII - DISCIPLINE

SECTION 7.1 - DEFINITION

The Board acknowledges that discipline should be timely and, where applicable, progressive in nature. Work rules adopted by the Board shall seek to embody this principle.

SECTION 7.2 - PRE-DISCIPLINARY MEETING

For discipline other than oral or written warnings, the Administration shall notify the Association and schedule a pre-disciplinary meeting with the employee and the Association. At this meeting the Administration shall inform the employee of the reason(s) for the contemplated discipline. The employee and the Association shall have the right to rebut or to clarify the reasons for such discipline.

SECTION 7.3 - REMOVAL OF DISCIPLINE

Any written warning shall be removed from the personnel file after one (1) year if the employee has received no other discipline.

SECTION 7.4 - JUST CAUSE

The suspension without pay or dismissal of non-probationary employees shall be for just cause.

SECTION 7.5 - REPRESENTATION

Any employee subject to oral or written warning may request that an Association representative be present during the disciplinary conference, if such is held. If such request is made, any disciplinary conference shall be suspended up to twenty-four (24) hours until an Association representative is present.

ARTICLE VIII - EMPLOYEE EVALUATIONS AND PERSONNEL FILES

SECTION 8.1 – EVALUATIONS

A. Informal Evaluations.

From time to time the Administration is encouraged to hold informal evaluation conferences between the employee and the supervisor to discuss work performance, job satisfaction, work-related problems and the work environment. If work performance problems are identified, the supervisor shall seek to offer constructive suggestions and otherwise seek to aid the employee in resolving any problems. If the conference involves a written evaluation, the employee shall be given a copy of the evaluation.

B. Written Evaluations.

The Administration shall periodically prepare written evaluations of employees.

1. The written evaluation shall be prepared by the employee's area administrator in consultation with the employee's supervisor. The evaluation shall be discussed with the employee, and the employee shall be given a copy of the evaluation. The employee shall acknowledge receipt of the evaluation. The employee may respond to such evaluations and such response shall be included in the employee's personnel file.
2. If the employee disagrees with the evaluation, the employee may appeal. In any hearing on the evaluation, the burden of proof shall fall upon the supervisor. Requests for the appeal of an annual evaluation must be received by the Department of Human Resources no later than twenty (20) working days after the signed and dated copy of the evaluation is received. The request for appeal must be submitted in the following manner:
 - a. The appeal must be in writing;
 - b. The written appeal is submitted directly to the immediate supervisor and administrator with a copy given to Human Resources;
 - c. The written appeal will outline the basis of the appeal and include any additional information which is appropriate;
 - d. A committee will be formed to hear the appeal. The Executive Director for Human Resources, or designee, chairs the committee. A Vice President (who is not in a supervisory position to the employee appealing) and a classified staff representative selected by the OCCCSA President will also serve on the committee;
 - e. Appeals will be upheld or revised within twenty (20) working days after the request for appeal is received by the Department of Human Resources;

- f. If the results of the appeal uphold a determination of "Inadequate Performance" from the original evaluation, the employee's salary will continue to be frozen and another evaluation will be prepared in accordance with Section 8.1B.3;
 - g. Action taken by the committee is final.
3. If the evaluation is "Inadequate Performance," the reasons therefore shall be made known to the employee and the Association shall be notified. The employee's salary shall be frozen at the current salary step. Another evaluation shall be prepared no sooner than forty (40) workdays or no later than ninety (90) workdays, and if the performance evaluation is unchanged, the employee may be dismissed, subject to the provisions of Section 7.4, (Just Cause).

SECTION 8.2 - PERSONNEL FILES

- A. Maintenance of Files.
The Administration shall keep one (1) official personnel file in the Human Resources Office for each employee. No other official file shall be kept on employees except records relating to grievances and discrimination complaints or for affirmative action complaints.
- B. Placing Materials in the Permanent File.
- 1. No material may become a part of an employee's record until the employee has received a copy of the material and had the opportunity to acknowledge receipt of it.
 - 2. Derogatory or adverse materials may be placed in the file by the appropriate supervisor whose name shall be noted on the material.
 - 3. Derogatory or adverse material placed in an employee's file may be responded to, in writing, within ten (10) working days of the material being placed in the file.
- C. Viewing the File.
- 1. Employees shall have the right to inspect their personnel file by appointment at any reasonable time.
 - 2. The employee may be accompanied by an Association representative.
 - 3. An Association representative shall have the right, with the written consent of the employee, to inspect the employee's personnel file.
 - 4. A Human Resources or designee employee may be present during such review.
 - 5. Nothing shall be permanently removed from the personnel file except by mutual consent.
 - 6. Employees shall be able to copy materials from their personnel file.

ARTICLE IX - CLASSIFICATION REVIEW

SECTION 9.1 – REVIEW AND APPEAL PROCESS

- A. Review.
Employees may request review of their job classification and/or salary grade placement, after being employed in their job classification for a period of one year. A rationale, i.e., a completed questionnaire, shall accompany such request and be submitted to the Executive Director for Human Resources through the appropriate Vice President. If there are minimal changes in the job classification, an employee may ask for a review once every 24 months. If there are substantial changes in the job classification, the employee may appeal in 12 months. The Executive Director for Human Resources shall determine if there are substantial changes in the job classification. If the employee disagrees with the Executive Director for Human

Resources whether or not there are substantial changes, the employee may appeal to the Appeals Committee as outlined in Section 9.1B.

Time Frame	Day	Action
Anytime		File with appropriate Supervisor/Administrator.
10 Working Days	10	Supervisor/Administrator forwards to the appropriate Vice President.
10 Working Days	20	Vice President reviews and forwards to Human Resources. Within three (3) working days of receipt of the reclassification request, Human Resources will notify the employee and the Association that the review has been received.
25 Working Days	45	Human Resources reviews, makes recommendations, and notifies employee and Association.
10 Working Days	55	Association reviews and files appeal.
15 Working Days	70	Review committee examines cases, makes recommendations, and submits decisions to the President of the College.
15 Working Days	85	President reviews appeals and acts on the recommendations, and notifies employee and Association.
Pay Period Following Approval		Salary adjustment effective.

B. Appeal.

If the employee requesting a reclassification or salary grade change is not satisfied with the recommendations of the Executive Director for Human Resources, the employee may submit a rationale to the Association Executive Board. The Executive Board shall consider the request. If the Executive Board supports the appeal, it shall be submitted to a review committee consisting of the Executive Director for Human Resources, a Human Resources Specialist, and the Association President or designee. The decision of the committee, including the reasons therefore, shall be forwarded to the President of the College, who shall act on the committee’s determination. The President’s decision shall be in his/her sole discretion and non-precedential. If the President disagrees with the committee, the President shall submit written reasons to said committee.

SECTION 9.2 - CHANGES IN DUTIES AND RESPONSIBILITIES

Whenever a job description is updated, the incumbent will be provided a copy of the updated description and be permitted to comment on or question it during the next five (5) working days.

SECTION 9.3 - OTHER DUTIES

Job descriptions will include the following language: "other job-related duties as assigned" rather than "other duties as assigned."

ARTICLE X - EMPLOYEE HEALTH AND SAFETY

SECTION 10.1 - NON-DISCRIMINATION

Employees and the Association may exercise all of their legal rights to secure a safe and healthful workplace without reprisals of any kind.

SECTION 10.2 - COMPLIANCE WITH LAWS

The Board agrees to comply with applicable federal, state, and local laws that concern the safety and health of employees.

SECTION 10.3 - ACCESS TO INFORMATION AND RECORDS

To the extent required by law, the Administration shall supply to the Association the generic names and composition of all hazardous materials which are used in the workplace. This list shall be updated as chemicals are introduced.

SECTION 10.4 - RIGHT TO REFUSE UNSAFE OR UNHEALTHY WORK

No employee shall be required to work where such would be patently unsafe. Any employee, who asserts a right to not work because such work is patently unsafe, may be temporarily reassigned. If not reassigned, the employee shall receive no salary unless it is thereafter determined that it would be patently unsafe to continue work. Disputes hereunder shall be resolved through Expedited Arbitration.

SECTION 10.5 - PROTECTIVE EQUIPMENT

The Administration agrees to provide employees with necessary personal protective equipment, including, but not limited to: safety glasses, work shoes, hard hats, respiration devices, and hearing protection devices. Starting January 1, 2009, Facilities employees working in the Grounds, Maintenance, HVAC and Housekeeping Departments will be required to wear appropriate safety shoes during working hours. In the fall of each year, employees will be able to select from a number of different style shoes appropriate for the department they work in. The College will allocate up to \$100 to each above mentioned Facilities employee, on an annual basis, for the purchase of safety shoes. Within 120 calendar days of having successfully completed their probationary period, new employees will be allocated up to \$100 for the purchase of safety shoes.

SECTION 10.6 - ERGONOMICS

The College will supply wrist rests to those who request them. The College will utilize the services of the ergonomic evaluation provided through its workers' compensation carrier. Ergonomic evaluation of workstations will be made upon request of an employee who provides supporting medical documentation.

SECTION 10.7 – DRUG TESTING FOR EMPLOYEES REQUIRED TO HAVE A CDL

Any employee in a position requiring a Commercial Drivers License (CDL) is required to submit to post-offer, reasonable suspicion, random and post-accident alcohol and controlled substance tests at the College's expense. Discipline for violating the Drug Free Workplace Policy or testing positive under the Drug Testing provision shall be governed by the College's disciplinary and termination policies.

ARTICLE XI - OFFICE AUTOMATION AND REORGANIZATION

SECTION 11.1 - CONSULTATION

Employees and the Association shall be kept informed of any Board programs of reorganization and/or automation.

SECTION 11.2 - TRAINING

When changes in operations due to technological innovations occur, the Administration shall give first consideration to the utilization of affected employees. The current practices of offering training to affected employees shall remain in effect during the term of the Agreement.

ARTICLE XII - WORK RULES, UNIFORMS AND TOOLS

SECTION 12.1 - WORK RULES

Whenever the Administration issues or amends work rules, seven (7) days advance notice shall be given to all affected employees and to the Association President or designee.

SECTION 12.2 UNIFORMS

The Administration agrees to provide employees with the necessary work apparel, including but not limited to uniform shirts, pants and jackets. Starting January 1, 2009, Facilities employees working in the Grounds, Maintenance, HVAC and Housekeeping Departments will be required to wear safety shoes (see Protective Equipment 10.5) and a uniform shirt during working hours, reflecting a professional appearance. In the fall of each year, employees will be able to select from a number of different style uniform shirts as well as other optional work clothing items. Uniform shirts will be embroidered with the employee's first name and department. The amount allocated to each employee, on an annual basis for the purchase of work apparel, will be as follows:

New employees*	Existing employees
FY 2013 & 2014	
\$175	\$125
FY 2015 & 2016	
\$200	\$135
FY 2017	
\$225	\$145

**Within 120 calendar days of having successfully completed their probationary period*

SECTION 12.3 - TOOLS AND MATERIALS

The Administration shall continue its current practice of providing all tools and materials which, in its discretion, are deemed necessary.

ARTICLE XIII - GRIEVANCE PROCEDURE

SECTION 13.1 - DEFINITION

A grievance shall be a complaint by an employee or the Association that there has been a violation, misinterpretation, or misapplication of the Agreement.

It is the declared objective of the Union and the Board to encourage the prompt and informal resolution of complaints as they arise and the satisfactory adjustment of complaints without resorting to formal grievances.

SECTION 13.2 - GRIEVANCE STEPS

- Step 1. The employee and/or up to two (2) Association representatives shall discuss the grievance with the immediate supervisor at the first step meeting. The immediate supervisor shall respond within five (5) working days. If the grievance does not involve the immediate supervisor, the grievance may be filed at Step 2, if agreed to by the Executive Director for Human Resources and the Association President.
- Step 2. If the grievance is not settled in Step 1, the grievant and/or the Association may file a written grievance to the next higher supervisor within five (5) working days of the Step 1 grievance answer. The supervisor shall discuss the grievance with up to two (2) Association representatives and/or the grievant within five (5) working days. If no settlement is reached, the supervisor shall give a written answer to the Association within five (5) working days of said meeting.
- Step 3. If the grievance is not settled at Step 2, the Association and/or the grievant may appeal the grievance in writing to the Vice President for Business and Finance within five (5) working days of the Step 2 answer. If the VP of Business and Finance is the administrator for the department and/or grievant involved, upon request of the Association and/or grievant the Executive Director for Human Resources will assign the grievance to a different Vice President. The Vice President shall discuss the grievance within five (5) working days with up to three (3) representatives of the Association and the grievant at a time mutually agreeable to the parties. If no settlement is reached, the Vice President shall give a written answer within five (5) working days of the meeting.
- Step 4. If the grievance is not settled at Step 3, the Association may refer the grievance to arbitration within twenty (20) working days of the Step 3 answer. The parties shall jointly request the American Arbitration Association to submit a panel or panels of arbitrators from which an arbitrator will be selected pursuant to the practices of the American Arbitration Association.

SECTION 13.3 - AUTHORITY OF ARBITRATOR

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted. The arbitrator shall not make any decisions contrary to law. The arbitrator shall submit a decision thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon interpretation of the meaning or application of the Agreement. The decision of the arbitrator shall be final and binding.

SECTION 13.4 - EXPENSE OF ARBITRATION

The fees of the arbitrator shall be divided equally between the Board and the Association. All other expenses shall be borne by the party incurring them.

SECTION 13.5 - TIME LIMITS FOR FILING

A grievance shall be submitted in writing at Step 2 within ten (10) working days after the grievant or the Association becomes aware of the complaint giving rise to the grievance. Time limits may be extended by mutual agreement only. Failure to communicate a decision to the grievant or the Association within the time limits shall automatically move the grievance to the next step.

SECTION 13.6 - TIME OFF

Grievants, witnesses, and Association representatives shall be allowed time off with pay to attend grievance meetings called by the Board and/or the arbitration hearing. Witnesses are allowed time off only for such time as their presence is required.

SECTION 13.7 - DISCHARGE GRIEVANCES

Grievances involving the termination of an employee shall go directly to Step 3 of the grievance procedure.

The Board and the Association agree to a panel of five arbitrators to be selected within thirty (30) days of the signing of this agreement. When the Association appeals a discharge case to arbitration, each member of the panel will be requested to submit the following information:

1. Earliest date for hearing the case.
2. Whether they will agree in writing to issue a decision within thirty (30) days of the submission of post-hearing briefs by the parties.

The arbitrator with the earliest possible date who agrees to issue a decision within thirty (30) days of submission of post-hearing briefs will be selected.

The parties will have thirty (30) days after the arbitration hearing or fifteen (15) days after receipt of the hearing transcript, whichever date is later, to submit briefs to the arbitrator. Briefs which are not timely filed under these guidelines shall not be considered by the arbitrator.

If an arbitrator does not issue a decision within thirty (30) days as agreed, the arbitrator shall be stricken from the panel.

If the panel of arbitrators is reduced to less than five members, the Board and the Association shall meet and agree to an additional arbitrator.

SECTION 13.8 - HARASSMENT

Bargaining unit members who assert that they have been threatened or harassed by any other employee of the College shall promptly report the details of such threat and/or harassment to a member of the Association Executive Board and the Executive Director for Human Resources.

The Executive Director for Human Resources shall investigate such allegations within ten (10) working days of receipt of formal complaint and shall issue a report on the accusation within twenty (20) working days. The report shall include the findings of the Executive Director for Human Resources and an appropriate remedy.

If dissatisfied with the results, the employee may appeal in writing within ten (10) working days to the President, who will assign a Vice President who has no jurisdiction over the parties involved. The Vice President shall convene a three-person committee composed of the Vice President, an uninvolved administrator (appointed by aforementioned Vice President) and a designee of the Association.

The committee shall conduct an investigation and issue a report within twenty (20) working days.

The report shall include the findings of the committee and an appropriate remedy.

This section shall not be subject to Article XIII (grievance procedure) of this Agreement and shall not be applicable where an alternative procedure is available (e.g., sexual harassment allegations).

ARTICLE XIV - EDUCATIONAL BENEFITS AND TRAINING

SECTION 14.1 - EDUCATIONAL BENEFITS

A. Tuition Waiver.

1. Employees covered by this Agreement, their children, and their spouse/domestic partner may enroll in credit courses offered by the College at no tuition charge (tuition is waived) and have associated fee(s) waived according to the following schedule:

<u>Academic Year</u>	<u>Full-time Employee</u>	<u>Part-time (25 hour) Employee</u>	<u>20-hour Employee</u>
Number of Credits	No limit*	24	18
Fees apply only to employee	\$250	\$160	\$130

**Upon approval of the immediate supervisor, an employee may attend one (1) college credit class per semester during work time.*

Part-time (25 hour) or 20-hour employees, their children, and their spouse/domestic partner who take more than 24/18 credit hours respectively during an academic year will be charged at the in-district tuition rate.

B. Educational Reimbursement.

1. The Board will create an Educational Reimbursement Fund as shown below. The fund will be used for tuition reimbursement for full-time staff members in accredited (by the Higher Learning Commission or equivalent), credit-bearing programs of study at a college or university.
 - For FY 2013 (7/1/2012 to 6/30/2013), the amount will be \$34,000
 - For FY 2014 (7/1/2013 to 6/30/2014), the amount will be \$36,000
 - For FY 2015 (7/1/2014 to 6/30/2015), the amount will be \$38,000
 - For FY 2016 (7/1/2015 to 6/30/2016), the amount will be \$40,000
 - For FY 2017 (7/1/2016 to 6/30/2017), the amount will be \$42,000
2. Approved courses must be in one or more of the following categories:
 - Courses which contribute to personal or professional development
 - Courses which provide job-related information
 - Courses which develop job-related skills
 - Courses in an accredited degree program
3. All courses must be taken for credit. Eligible employees must receive a grade of “C” or better to receive reimbursement. Continuing education units (CEUs) and courses taken on an audit basis are not eligible for tuition reimbursement.
4. If an employee receives a scholarship, monetary gift, or grant for educational expenses, the employee must provide proof of the amount, and the Educational Reimbursement Fund may reimburse the difference owed, per the stipulations in item 9 below.
5. To receive money from the fund, the employee must submit a Staff Tuition Reimbursement form to Human Resources 4 weeks prior to the start date of the course, and must provide:
 - A copy of the student schedule with start/end dates, and
 - A copy of the tuition bill.
6. Employees who meet these deadlines shall be reimbursed for courses up to \$300 per credit hour for classes taken on a semester schedule and \$200 per credit hour for courses taken on a quarter/trimester schedule. Costs for student activity fees and other miscellaneous expenses related to taking courses are not reimbursable.

7. No later than 30 days after the completion of the course, employees who have submitted all materials according to above deadlines shall submit to Human Resources:
 - Proof of grade or official transcript/or certificate of completion (H.R. will retain these documents); and
 - Original paid tuition receipt.
8. To receive reimbursement, the course must be completed within six months of the course ending date.
9. An eligible employee may be reimbursed for not more than four semester hours (six quarter hours) per term, and not more than nine semester hours (13.5 quarter hours) per fiscal year (July 1 through June 30). No employee may be reimbursed more than \$3,000 from this fund per fiscal year, except as provided under item 14 below.
10. Employees must maintain their status as full-time College employees throughout the approved term to receive tuition reimbursement.
11. Employees may also request money from this fund for work-related educational seminars, workshops and travel.
12. No employee shall receive more than \$600 per year from the fund for Seminars, Workshops and travel, except as provided under item 14 below.
13. A list of employees who have been reimbursed and the status of the Educational Reimbursement Fund shall be given to the Association President prior to June 1 of each year.
14. Should there be excess funds available after the June 1 list is received, the Educational Reimbursement Committee, which considers requests and approves funding, may reimburse employees who have received the maximum funding for that year and whose approved educational expenses were capped.

C. Advanced Degree Adjustment.

Employees who obtain, with prior approval of the appropriate administrator and the concurrence of the Executive Director for Human Resources, a doctorate or master's degree in a field related to their position shall advance one (1) step on the salary schedule up to the maximum of the salary range. The one (1) step advance on the salary schedule will be effective the beginning of the next pay period following the submission of official College transcript of the advanced degree to the Human Resources office for verification and inclusion in the employee's personnel file.

D. Educational Advancement Stipend

After one year of service, any employee who receives an Oakton certificate or degree, or who completes a bachelor's degree, will receive, upon providing official college transcript to the Executive Director of Human Resources, a stipend as follows:

- Certificate:** \$150 (maximum 3 per person)
- Associate degree:** \$400 (maximum one per person)
- Bachelor's degree:** \$800 (maximum one per person)

Maximum Educational Advancement Stipend Amounts*

- FY 2013: \$5,000
- FY 2014: \$6,000
- FY 2015: \$7,000
- FY 2016: \$8,000
- FY 2017: \$9,000

**An employee who submits a transcript after funds have been exhausted for that year, will be placed on a list for next year's funds.*

E. Required Training.

Training or study courses required of an employee, recommended by an appropriate administrator, and approved by the Executive Director for Human Resources shall be fully funded by the College.

SECTION 14.2 - TRAINING

The Board and the Association recognize the need for training and development of employees to provide more efficient and effective services and to give employees the opportunity to develop their skills and potential. In recognition of this principle, the Board shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials, equipment, and periodic changes thereof, including, where applicable, procedural manuals normally used in employees' work assignments.

ARTICLE XV - LEAVES OF ABSENCE

SECTION 15.1 - BEREAVEMENT LEAVE

A. Family Members.

In the event of a death in the employee's immediate family (spouse or domestic partner, child, stepchild or parent), the employee shall be entitled to up to five (5) work days to be taken within seven (7) calendar days without loss of salary. An employee shall be entitled to up to three (3) work days to be taken within five (5) business days, without loss of salary in the event of the death of the parents of his/her spouse or domestic partner, siblings, grandparents, step-parents, or a relative living in the employee's household. If more days are needed, an employee may use any accumulated personal leave days which the employee is entitled to receive. If still more days are needed, the immediate supervisor and the Executive Director for Human Resources may allow an employee to use accumulated sick leave or vacation leave.

B. Other Relatives.

Personal leave days may be taken to attend the funeral of relatives not specifically listed above. In the event that an employee has previously used his/her personal leave days, or if additional days are needed, the immediate supervisor and the Executive Director for Human Resources may allow an employee to use accumulated sick leave or vacation leave.

C. Interruption.

An employee, at his/her option, may interrupt or terminate a vacation leave in order to take bereavement leave.

SECTION 15.2 - LEAVE FOR JURY DUTY

All employees subpoenaed as witnesses in a criminal proceeding or as jurors in a civil or criminal proceeding will notify the immediate supervisor as soon as possible after being subpoenaed. Subpoenaed employees required to serve as jurors or to appear as witnesses during a working day shall be paid their normal salary during this period. Monies paid by the court shall be retained by the employee to cover expenses. While on leave, the employee shall keep the appropriate supervisor informed as to the possible length of absence.

SECTION 15.3 - MILITARY LEAVE

Employment and re-employment of employees who leave their jobs voluntarily or involuntarily to serve in the military, including the military reserves and the National Guard, will be in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. § 4301-4334).

SECTION 15.4 - PARENTAL LEAVE

A. Eligibility.

A full-time/full-year employee who has completed two (2) years of service to the College may request a parental leave without pay for a period not to exceed one (1) year to rear a dependent child under two (2) years of age. The leave request shall not be denied.

B. Benefit Coverage.

The employee may continue benefit coverage by applying to Human Resources thirty (30) calendar days prior to the requested leave and by paying for the first month of elected coverage and continuing to pay for the coverage at the beginning of each month.

C. Salary Movement.

While such a leave shall not constitute a break in service, it shall not apply to vertical movement on the salary schedule.

D. Reinstatement.

A full-time/full-year employee returning from such leave within eighteen (18) weeks of the beginning of the leave shall return to the position he/she occupied prior to the leave. An employee returning from a leave of more than eighteen (18) weeks may be reinstated in his/her former position or a comparable position available at a salary level commensurate with the salary grade and step occupied at the beginning of such leave of absence. The employee must submit, to the appropriate supervisor and Human Resources, notification of return thirty (30) days prior to returning from such a leave.

SECTION 15.5 - ELECTION LEAVE

Leaves of absence without pay for Election Day activity shall be granted upon approval of the area administrator and the Executive Director for Human Resources.

SECTION 15.6 - SICK LEAVE

A. Sick Leave Definition.

Sick leave is granted for personal illness, quarantine at home, or serious illness of a spouse, domestic partner, child, stepchild, or parent residing with the employee.

B. Sick Leave Rate of Accrual for Full-Time/Full-Year Employees.

1. Full time/full year employees shall accrue sick leave at the rate of ten (10) hours (1.25 days) per month up to a maximum of 2,560 hours (320 days).
2. Full-time/short-year employees shall accrue sick leave on a pro-rata basis according to the above schedule.

C. Sick Leave for Less Than Full-Time Employees.

All other employees shall accrue sick leave on a monthly basis according to the following schedule:

1. Employees who are scheduled to work at least 1,500 hours in a calendar year shall be credited at the rate of 60 hours of accrued sick leave per year.
2. Employees who are scheduled to work at least 1,250 hours but less than 1,500 hours in a calendar year shall be credited at the rate of 50 hours of accrued sick leave per year.
3. Employees who are scheduled to work at least 1,000 hours but less than 1,250 hours in a calendar year shall be credited at the rate 40 hours of accrued sick leave per year.
4. Any other continuing employee who worked at least 500 hours but less than 1,000 in a calendar year shall be credited with 12 hours of accrued sick leave per year.

D. Use.

1. Sick leave shall be taken at a minimum of an initial two (2) hour block, and in fifteen (15) minute increments thereafter.
2. A full day of sick leave used during the summer work week will be charged at eight (8) hours.
3. Sick leave cannot be taken during probationary period.

SECTION 15.7 - PERSONAL LEAVE

At the discretion of the supervisor, each employee shall be permitted, without loss of salary, three (3) days each year for personal days, in accordance with the rate of accrual specified in Section 15.6 B, above. Personal days will be charged against sick leave and may be used as an extension of a holiday or vacation day. Personal leave shall be taken at a minimum of an initial two (2) hour block, and in fifteen (15) minute increments thereafter, and may not be taken during probationary period.

- Full-time employees may use up to 24 hours of Personal time per fiscal year.
- Part-time (25 hour) employees may use up to 15 hours of Personal time per fiscal year.
- 20-hour employees may use up to 12 hours of Personal time per fiscal year.

SECTION 15.8 – LONG-TERM LEAVE

A. Eligibility.

Other unpaid leaves may be granted by the President of the College upon advice of the employee's area administrator and the Executive Director for Human Resources under the following conditions:

1. The leave is for good and sufficient reason.
2. The employee has two (2) years of service.
3. The requested period is for one (1) year or less.
4. The employee requests such leave at least ninety (90) calendar days in advance of the intended leave, provided less advance notice may be given by the employee if ninety (90) days is not possible or such notice is waived by the Executive Director for Human Resources in his/her sole discretion because of extraordinary circumstances. In no event shall the granting of leave with less than ninety (90) days notice be a precedent for whatsoever reason or constitute a precedent or past practice for such employee or any other person now or hereafter employed by the College.
5. The employee re-affirms, in writing, his/her intent to return to work at least three (3) months prior to the return date.
6. The granting of long-term leaves shall be at the sole discretion of the President and shall be non-precedential.
7. All requests shall be submitted in writing through the employee's area administrator to the Executive Director for Human Resources.

B. Reinstatement.

Upon returning from long-term leave the employee shall be reinstated in his/her former position, if available, or in a comparable position available at a salary level commensurate with the grade and step occupied at the beginning of such leave. If no comparable position is available, the provisions of Sections 5.7 and 6.3 shall apply.

C. Dismissal.

Failure of an employee to return to work at the end of a long-term leave shall constitute just cause for dismissal.

SECTION 15.9 - PERMANENT DISABILITY

Upon exhaustion of all accumulated paid leave, if the employee is still unable to return to regular duties as a consequence of illness or disability, the employee shall be granted leave without pay, provided that at any time after the employee has been absent from work because of a particular illness or disability for at least 120 days, whether continuous or intermittent, the Administration may declare such employee to be permanently disabled. If, at some future date, the employee is able to return to work, the provisions of Section 6.3 C shall apply.

SECTION 15.10 - CONVENTION LEAVE

The Administration shall grant four (4) days paid leave in each even numbered year for members elected to attend the convention of the American Federation of Teachers.

SECTION 15.11 - FAMILY AND MEDICAL LEAVE

The Administration agrees to adhere to the Family and Medical Leave Act of 1993 (FMLA) and its regulations and the state law and its regulations for all employees in the bargaining unit.

A. Leave Year/Schedule.

A Leave Year shall be a 12-month period, measured forward from the first date an employee uses FMLA leave.

B. Benefits.

During the period of family or medical leave, the employer will maintain the employee’s coverage under its group health plan at the level and under the conditions coverage would have been provided if the employee had remained in employment continuously for the duration of such leave.

ARTICLE XVI – VACATION

SECTION 16.1 - RATE OF ACCRUAL

A. Qualification.

Full-time/full-year employees receive a paid vacation based upon the number of years of continuous service. No vacation leave may be taken during the first six (6) months of employment. Full-time/short-year employees shall accrue vacation on a pro-rata basis.

Non-exempt Employees.

Non-exempt employees shall earn vacation as follows:

<u>Years of Service</u>	<u>Number of Vacation Hours</u>
1-5	80 hours (10 days)
6	104 hours (13 days)
7	112 hours (14 days)
8	120 hours (15 days)
9	128 hours (16 days)
10-14	136 hours (17 days)
15-19	144 hours (18 days)
20+	152 hours (19 days)

C. Exempt Employees.

Exempt employees shall earn vacation as follows:

<u>Years of Service</u>	<u>Number of Vacation Hours</u>
1-5	120 hours (15 days)
6	144 hours (18 days)
7+	160 hours (20 days)

SECTION 16.2 - USE OF VACATION

- A. Vacation leave shall be taken at a minimum of a two (2) hour block and in fifteen (15) minute increments thereafter.
- B. When a holiday falls while an employee is on vacation, the day shall be counted as a holiday, not as a vacation leave day.
- C. All employees shall be entitled, at their option, to take at least one (1) vacation leave period of seven (7) continuous calendar days, if earned, during any given year, scheduled in accordance with Section 16.3, below.
- D. Vacation used during the summer shall be charged at eight (8) hours per work day.

SECTION 16.3 - VACATION SCHEDULING

A. Procedure.

The area administrator shall grant vacation requests, which shall be scheduled according to the needs of the College. Employees who apply for vacation leave prior to April 1 of each year shall be allowed to exercise their seniority in scheduling vacation leave for the following twelve-month period. After April 1, vacation leave shall be scheduled on a first-come, first-served basis. The supervisor shall schedule vacation leaves as far as possible in advance.

B. Entitlement Protection.

An employee's request for vacation leave, received at least thirty (30) days prior to the leave date, cannot be denied if such denial would result in the employee losing any vacation entitlement in accordance with Section 16.4, below, and if a previous request for vacation leave has been denied during the six (6) month period preceding December 1 of each year.

SECTION 16.4 - UNUSED VACATION

On January 1 of each year, any vacation leave hours the employee has accumulated in excess of sixty-four (64) hours more than the employee is eligible to earn in one (1) calendar year will be converted into sick leave hours.

SECTION 16.5 - VACATION ACCRUAL FOR LESS THAN FULL-TIME EMPLOYEES

Part-time, 20-hour and other continuing employees shall accrue vacation time on a bi-weekly basis according to the following schedule. Years of service are continuous and include continuous years of service in any full-time, part-time, 20-hour and other continuing employee staff position.

Years of service are calculated using hire date.

Vacation Accruals

Hours Scheduled to Work per Calendar Year	Years of Service	
	1 - 6	7+
1,500	60 hours	90 hours
1,250-1,499	50 hours	75 hours
1,000-1,249	40 hours	60 hours
500-999	12 hours	18 hours

SECTION 16.6 - FINAL COMPENSATION

Upon separation from employment with the College, an employee shall be paid for vacation leave accrued but not used at the regular salary rate of the employee at the time of separation.

ARTICLE XVII - HOLIDAYS

SECTION 17.1 - HOLIDAYS OBSERVED

A. Regular Holidays.

The following shall be the regular paid holidays for full-time, part-time and 20-hour employees: Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, the day of Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, the birthday of Dr. Martin Luther King, Jr., Presidents Day, Memorial Day and Independence Day. Full-time/short-year employees shall be entitled to receive holiday pay for Independence Day provided they work the week during which the holiday falls.

B. Floating Holiday.

1. Employees shall receive one (1) floating holiday per fiscal year, to be taken subject to approval of the employee's supervisor.
2. Employees shall receive one (1) additional floating holiday in 2016, to be taken subject to the approval of the employee's supervisor.

C. Winter Break.

The College will close during the week between Christmas Day and New Year's Day. The winter break will consist of the following days:

2012 (same as 2007)

College Closed Monday, December 24, 2012 – Tuesday, January 1, 2013

2013 (same as 2002)

College Closed Tuesday, December 24, 2013 – Wednesday, January 1, 2014

2014 (same as 2008)

College Closed Wednesday, December 24, 2014 – Sunday, January 4, 2015

2015 (same as 2009)

College Closed Thursday, December 24, 2015 – Sunday, January 3, 2016

2016 (same as 2011)

College Closed Saturday, December 24, 2016 – Monday, January 2, 2017

SECTION 17.2 - HOLIDAYS ON WEEKENDS

When a holiday falls on a Saturday, the College shall observe the holiday on the preceding Friday. When a holiday falls on a Sunday, the College shall observe the holiday on the following Monday. When a holiday occurs on a Friday or Saturday during the summer session, employees shall receive a floating holiday.

SECTION 17.3 - HOLIDAYS FOR PART-TIME EMPLOYEES

- A. Employees who work at least 1,500 hours in a calendar year shall receive six (6) hours holiday pay for each holiday.
- B. Employees who work at least 1,250 hours but less than 1,500 hours in a calendar year shall receive five (5) hours holiday pay for each holiday.
- C. Employees who work at least 1,000 hours but less than 1,250 hours in a calendar year shall receive four (4) hours holiday pay for each holiday.

SECTION 17.4 - HOLIDAY DURING UNPAID LEAVE

Holiday pay shall not be applicable while an employee is on unpaid leave.

ARTICLE XVIII - INSURANCE

SECTION 18.1 - HEALTH INSURANCE

- A. Benefits – Full-Time Employees.
 - 1. The Board shall continue the Hospitalization, Dental Plan for full-time/full-year employees and their dependents as comparable as possible to that provided faculty. Full-time/short-year employees shall have the same benefits as full-time/full-year employees while they work full time and for those months they are in regular pay status for at least ten (10) working days. New employees entitled to benefits shall receive the same effective sixty-one (61) calendar days after commencing regular employment.
 - 2. The Board shall pay for individual vision insurance for individuals not in HMOs covered under Section 1.6.
- B. Benefits – Part-time Employees.
 - 1. Part-time employees as defined in Section 1.7 shall be eligible to purchase individual HMO health insurance after thirty-six (36) months of employment. The Board shall pay for 25% of the cost of the part-time employee’s individual health insurance.
 - 2. Part-time, 20-hour and Other Continuing Employees, as defined in Sections 1.7, 1.8 and 1.9, shall be eligible to purchase the Life Styles insurance plan. This is a voluntary plan and employees who participate shall pay the total cost of the insurance plan.
 - 3. The Board shall pay for individual vision insurance for individuals not in HMOs covered under Section 1.7.
 - 4. Full-time employees who move into part-time positions and who have worked at the College at least thirty-six (36) months shall receive health care benefits as defined in Section 18.1, B. 1.
 - 5. Side letter appended to this contract.

C. Funding

For employees on the payroll as of January 1, 2013, funding for the benefits described in Section 18.1.A.1 will be as follows:

Health Insurance % of Total Premiums			Dental Employee Contributions (Annual)	
Calendar Year	College	Employees*	Individual	Family
2013	90.2%	9.8%	\$52	\$182
2014	89.3%	10.7%	\$52	\$182
2015	88.4%	11.6%	\$65	\$200
2016	87.5%	12.5%	\$75	\$225

**Includes contribution from employee and Staff Insurance Reserve Fund.*

No change in dental for 2½ years. No insurance increase for first six (6) months of Contract.

For employees hired after January 1, 2013, funding for the benefits described in Section 18.1.A.1. will be as follows:

Health Insurance % of Total Premiums			Dental Employee Contributions (Annual)	
Calendar Year	College	Employees	Individual	Family
2013	87.5%	12.5%	\$52	\$182
2014	87.5%	12.5%	\$52	\$182
2015	87.5%	12.5%	\$65	\$200
2016	87.5%	12.5%	\$75	\$225

D. Insurance Review Committee.

During the term of this Agreement there shall be a committee of nine individuals, comprised of an equal number of representatives from full-time faculty, classified staff and the administration, to (1) approve health insurance carriers; (2) set coverages; and (3) modify insurance plans to ensure optimum coverage from available resources. The President of the Association shall appoint the classified staff members to the committee, the President of the OCCFA shall appoint the faculty members to the committee, and the President of the College shall appoint the administrators to the committee. The consensus of at least seven members of the committee shall be required to approve any action. The committee shall recommend for ratification any alteration in the insurance program provided herein to the Boards of their respective groups, which shall not be unreasonably withheld.

E. Staff Insurance Reserve Fund.

1. There shall be a Staff Benefits Subcommittee, comprised of the President of the OCCCSA or a designee, two of the staff representative members of the Insurance Review Committee, and three administrators, who shall determine the use of the Staff Insurance Reserve Fund. The consensus of at least four members of the Subcommittee shall be required to approve any action.
2. Any monies remaining in the Staff Insurance Reserve Fund at the end of each year shall carry forward to the following year and will be used at the discretion of the Staff Benefits Subcommittee.
3. Each July and January, the Association shall be provided a balance sheet, reflecting current status of funds.

F. IRS Section 125.

The Board shall make available to employees an IRS Section 125 salary reduction program for insurance premiums and eligible non-reimbursed medical and dependent care expenses.

G. Employees who are approved by SURS for disability leave will have their individual health benefits continue as if the employee had worked for the period of the disability or for one year, whichever is less. The employee on disability leave shall pay the same rate for individual coverage as current employees pay and the Board shall pay \$100 per month toward the cost of family coverage for the same period.

SECTION 18.2 - LIFE INSURANCE

A. Term life insurance and accidental death and disability insurance will be provided to full-time employees at no cost in amounts equal to one and one half (1 ½) times their annual base salary, including shift differential, rounded to the next highest \$1,000. Adjustments in the amounts of insurance will be made the first of the month following the payment of any salary adjustment.

B. A \$10,000 term life insurance and accidental death and dismemberment insurance will be provided to part-time employees at no cost.

SECTION 18.3 - WORKER'S COMPENSATION

All employees are covered under the Illinois Worker's Compensation Act. All occurrences of disability or injury shall be reported to the employee's supervisor and the College nurse immediately. Failure to notify could mean forfeiture of benefits.

SECTION 18.4 - INSURANCE DURING UNPAID LEAVE

An employee who is on parental leave or on an approved leave of absence or who has exhausted sick leave and is not in pay status shall be allowed to participate in group insurance policies provided that the employee pays the full cost of such participation within thirty-one (31) days of billing.

SECTION 18.5 - RECALL LIST EMPLOYEES

Employees on recall shall be allowed to participate in group insurance policies provided that the employee pays the full cost.

ARTICLE XIX - SALARY

SECTION 19.1 - SALARY SCHEDULE

All employees shall be paid according to the salary schedules in Appendix B of this Agreement. These schedules, increases and step movement shall take effect as follows:

Increase	Date	Movement
2.75% (1.38%)*	July 1, 2012	no step
3.04%	January 1, 2013	one step (and one step added to salary schedule)
2.98%	January 1, 2014	no step
2.95%	January 1, 2015	one step (and one step added to salary schedule)
2.95%	January 1, 2016	no step

**2.75% for 6 months (July 1 – December 31, 2012); 1.38% to be paid retroactively; 1.375% is the compounding rate*

SECTION 19.2 - CALCULATION OF HOURLY RATE

For the purposes of determining the hourly rate of pay, and in accordance with past practices, the following formula shall be used: annual rate of pay as determined by grade and step placement divided by 2,015 (2,080 for Facilities employees).

SECTION 19.3 - PAY DAYS

Employees shall be paid every other Friday. If a pay day shall occur on a Friday when the College is scheduled to be closed, the pay day shall be on the preceding Thursday.

SECTION 19.4 - LEAVE INFORMATION

The Administration shall provide written information on accumulated vacation leave and sick leave to each employee.

SECTION 19.5 - PROMOTIONAL PAY INCREASE

Employees promoted to a higher paying classification or reclassified in accordance with Article IX of this Agreement shall be paid at their current step in the new classification.

ARTICLE XX - RETIREMENT

SECTION 20.1 - PAID INSURANCE

A. Retiree Health Insurance: All retiree health benefits will be administered by the State of Illinois College Insurance Plan. Full-time employees and full-time/short year employees who have worked the equivalent of ten (10) years or more of full-time service who retire between July 1, 2012, and December 31, 2016, and who are eligible to retire under SURS, will be reimbursed for the individual premium cost of the State of Illinois College Insurance Plan for the retiree, less the average employee individual premium contribution for the College-sponsored HMO plans for that year. The reimbursement will be made for a period of up to five (5) years immediately following the effective date of retirement.

A full-time or full-time/short year employee who retires with 30 or more years of service to the College may elect to be reimbursed for the premium cost, less the average employee individual premium contribution for the College-sponsored HMO plans per year, until Medicare age.

B. This provision is in effect specifically for the period of January 1, 2013, through July 1, 2016, and sunsets as of July 1, 2016.

If the College Insurance Plan (CIP) (or its successor) ceases to exist prior to January 1, 2019, then any staff employee who retired from Oakton between January 1, 2013, and July 1, 2016, and:

1. was participating in the CIP (or its successor) on the Plan's last day, and
2. was eligible for the reimbursement of the individual premium cost of the CIP under the provisions of Section 20.1.A of this Agreement,

shall receive a payment equal to the total of the remaining monthly reimbursement payments (the balance of the five-year [60 months] reimbursement payments provided under 20.1.A.). Example: Received 24 months of reimbursement, will receive equivalent of 36 additional months. The payment will be at the monthly rate last received and multiplied by the number of remaining months in the five (5) year reimbursement period. The lump sum payment will be made within 120 days from the end of the CIP (or its successor plan).

SECTION 20.2 - TUITION WAIVERS

Retirees (who had been regularly employed 25 hours or more per week) may receive tuition waivers for up to six (6) credit hours of their choice during an academic year.

SECTION 20.3 - RETIREMENT PROVISIONS

Full-time employees with ten (10) years or more of service, or full-time employees and full-time/short year employees who have worked the equivalent of ten (10) years or more of full-time service, and who are eligible to retire under SURS between July 1, 2012, and December 31, 2016, will receive a retirement payment based upon the following formula: (base pay at time of notice x .00375 x years of service at Oakton Community College). In addition, an eligible retiree may receive payment for retirement vacation days. Retirement vacation days are added to the total accumulated vacation hours on the employee's last day at work and paid out as part of the vacation day pay out. Retirement vacation days are calculated by the following formula: (total accumulated sick time divided by 8 divided by 10). The lump sum payment will be made within 60 days following the effective date of retirement. A break in service or unpaid leave of three (3) or more months will not be counted toward years of service except for FMLA leave or any leave under law. To receive the retirement provision, employees must notify the Department of Human Resources of their intention to retire at least three (3) months prior to retirement. This provision expires on December 31, 2016. The lump sum payment will be made within 60 days following the effective date of retirement. The College is not responsible for any tax consequences or SURS liability when making this lump sum payment.

ARTICLE XXI - MISCELLANEOUS

SECTION 21.1 - LABOR MANAGEMENT MEETINGS

The current policy of monthly meetings between the Association Executive Board and the Vice President for Business and Finance and Executive Director for Human Resources shall remain in effect during the term of the Agreement.

SECTION 21.2 - TEMPORARY ASSIGNMENT

When an employee is assigned to work temporarily for at least twenty (20) working days in a higher paying classification, the employee shall be paid at his/her current step in the higher classification, retroactive to the commencement of such assignment.

SECTION 21.3 - WORK ASSIGNMENTS

- A. Where feasible, the College shall provide five (5) calendar days notice before assigning an employee to another campus.
- B. Mileage Reimbursement.
Employees will be reimbursed for one-way or round trip mileage expenses, whichever applies, if a work assignment requires them to travel between campuses on a given day.

SECTION 21.4 - RESIGNATIONS

All resignations from employment should be submitted in writing, signed by the employee, and submitted to the appropriate supervisor, with a copy to the Human Resources Department.

ARTICLE XXII - PRECEDENCE OF AGREEMENT

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

ARTICLE XXIII - PRINTING OF THE AGREEMENT

SECTION 23.1 - RESPONSIBILITY

The Administration shall be responsible for the printing of the Agreement and shall provide the Association an opportunity to proofread the Agreement prior to printing. The Administration shall assume the cost of printing the Agreement.

SECTION 23.2 - DISTRIBUTION

The Administration shall post the complete Agreement on the Human Resources employee-only Web site. Both the Administration and the Association shall each receive fifty (50) copies of the Agreement. When hired, each new employee shall receive a copy of the Agreement from the College's Department of Human Resources.

SECTION 23.3 - UPDATING

Appendix A - Job Title By Grade Classification shall be updated annually by the first week in April. The updating will take place on the electronic copy of the Agreement and posted on the Human Resources Web site.

ARTICLE XXIV - NO STRIKE

During the term of this Agreement, the Association shall not engage in any strike.

ARTICLE XXV - TERMINATION

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on December 31, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that is desired to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date of the Agreement unless both parties shall agree otherwise in writing.

ARTICLE XXVI - EFFECTIVE DATE AND DURATION

This Agreement shall be effective July 1, 2012.

This Agreement shall continue in effect until 11:59 p.m. on December 31, 2016 .

**OAKTON COMMUNITY COLLEGE
CLASSIFIED STAFF ASSOCIATION**

BOARD OF TRUSTEES

Kathleen De Courcey, President,
Chief Negotiator

Jody Wadhwa, Chairman

John Donoghue, Vice President

William Stafford, Secretary

Danielle Cargo

Marilyn Davis

Jeff Moro



INTEROFFICE MEMO

Office of the Vice President for Business and Finance

DATE: August 27, 2008

COPIES TO:

TO: Patty Lucas, President of OCCCSA

FROM: George L. Chirempes

SUBJECT: Additional Understandings for OCCCSA Contract 2008-2012

1. Current part-time employees (as defined in Section 1.7) who have health insurance coverage on July 1, 1995, may continue that coverage with the Insurance Fund, paying five-eighths (5/8) of the share paid for full-time employees and dependents.
2. Effective with the signing of the 1995 Agreement, no employee covered by that Agreement and by this Agreement shall regularly work 21, 22, 23 or 24 hours per week.



INTEROFFICE MEMO
Office of Human Resources

DATE: August 27, 2008
TO: Patty Lucas, President OCCCSA
FROM: D. Arnie Oudenhoven
SUBJECT: Memorandum of Understanding – Lag Payroll

COPIES TO:

The Association understands and agrees with the College’s need to change its current practice of paying full-time staff employees on a current payroll basis to paying all staff employees on a one-week lag basis.

It is understood that the current frequency of payroll dates on alternate Fridays (26 paychecks per year) will remain unchanged. However, the payroll check being issued on Friday, January 11, 2008, will cover a one-time, one-week pay period of December 30, 2007, through January 5, 2008.

To ease the transition, and to avoid any hardship resulting from receiving only one week’s pay on January 11, 2008, full-time staff employees will be paid the equivalent of one week’s pay on January 11, 2008 for the period January 6 through January 12, 2008. This will be referred to as “**transition pay**.”

Income tax, SURS, College Insurance, Union dues, and (if applicable) Medicare will be deducted on the **transition pay** as well as any optional deferred compensation (403B and 457B) and optional deductions (Health Insurance, Section 125-Flex Spending Account, credit union, optional life insurance, Joint Appeal, etc.).

No deductions will be taken when transition pay is paid back (either during employment or at separation). The transition pay payback is not eligible for deferred compensation (403B and 457B).

The **transition pay** can be paid back (entire balance — no installments) either:

- A) At separation (retirement, resignation or death) or;
- B) Any time during employment at the College
 - If paid back during employment, at separation you will receive full amount earned in pay period (up to and including the separation date).

Each employee will receive a document stating the exact dollar amount of the **transition pay**. The College payroll department will track each individual who receives the pay and the College will receipt the repayment of **transition pay** if paid back prior to separation. The Association will also receive a document reporting the amount of **transition pay** for each full-time Classified Staff employee.

**APPENDIX A
JOB TITLE BY GRADE CLASSIFICATION**

****FLSA EXEMPT POSITIONS**

<u>TITLE</u>	<u>GRADE</u>
Courier ALL	3
Assistant Teacher, Early Childhood Demonstration Center	6
Bookstore Receiving Assistant	6
Library Assistant Catalog	6
Library Clerical Assistant/Acquisitions	6
Public Safety Guard	6
Telecommunications Operator	6
Bookstore Receiving Clerk	7
Career Services Clerk	7
Central Services Assistant	7
Copy Center Clerk	7
Custodian	7
Department Assistant	7
Library Assistant Circulation and Interlibrary Loan	7
Office Coordinator Assistant ALL	7
Bookstore Assistant	8
Bookstore POS Supervisor	8
Computer Lab Assistant	8
Enrollment Assistant	8
Health Services Assistant	8
Maintenance Asst Grounds	8
Maintenance Asst Mailroom	8
Public Safety Assistant	8
Registration and Records Assistant CE&T	8
Scheduling Assistant	8
Senior Department Assistant	8
Senior Library Assistant	8
Testing Center Monitor	8
Accounting Assistant Accounts Payable	9
Accounting Assistant Cashier	9
Administrative Assistant	9
Assistant Testing Coordinator	9
Bookstore Supervisor	9
Bookstore Textbook Buyer	9

Career Services Assistant	9
Chemistry Lab Support Assistant	9
Credentials & Records Specialist	9
Credentials Analyst	9
Enrollment Specialist	9
General Maintenance	9
Graphic Design Lab Assistant	9
Groundskeeper	9
Head Custodian	9
IMS Distribution Assistant	9
IMS Technician	9
Language Lab Assistant	9
Library Cataloging Specialist	9
Maintenance Painter	9
Media Services Assistant	9
Office Coordinator - Learning Center	9
Office Coordinator - Library/Media Services	9
Operations Specialist	9
Payroll Accounting Coordinator CE & T	9
Payroll Assistant	9
Production Assistant	9
Program Assistant, CE & T	9
Purchasing Assistant	9
Purchasing/Payroll Coordinator - ALL	9
Senior Assistant for Registration & Records, CE & T	9
Accounting Assistant	10
Advising & Enrollment Specialist	10
Advising Services Specialist	10
AHR Lab Assistant	10
Art Laboratory Asst	10
Athletic Program Assistant	10
Biology Lab Support Assistant	10
Budget Office Assistant	10
College Marketing Program Assistant	10
Degree Completion Specialist	10
Division Office Manager	10
Electronics & Computer Networking Technician	10
Financial Aid Advisor	10
Fitness Center Supervisor	10
International & Limited Enrollment Operations Specialist	10
IT Help Desk Assistant	10
Language Lab Assistant - Technology	10
Manufacturing & RFID Technician	10

Naturalist/Groundskeeper	10
Payroll Specialist	10
Photo/Graphic Design Lab Assistant	10
Program & Marketing Assistant, CE & T	10
Program Assistant - Business Services	10
Program Assistant - College Advancement	10
Program Assistant - Student Life	10
Purchasing Assistant - Special Purchases & Fixed Assets	10
Student Life Assistant	10
Supervisor of IMS Distribution	10
System Administrator/Operator	10
Teacher, Early Childhood Demonstration Center	10
Assistant Program Manager, CE & T	11
Athletic Trainer, Facilities, & Equipment Manager	11
Campus Utilization Coordinator	11
Coordinator of Student Academic Records	11
Copy Center Manager	11
CPD Assistant	11
CPD Technology Assistant	11
Enrollment Center Coordinator DP	11
Enrollment Center Coordinator RHC	11
Facilities Coordinator	11
Financial Assistance and Financial Literacy Coordinator	11
Graphic Designer	11
Housekeeping Supervisor	11
Instructional Media Specialist	11
IT Help Desk Supervisor	11
Language Lab Coordinator	11
Learning Operations Specialist	11
Library Public Services Specialist	11
Microcomputer Technician	11
Nursing Laboratory Assistant	11
Production Coordinator for the Performing Arts Center**	11
Public Relations Specialist	11
Recruitment & Outreach Specialist	11
Research & Assessment Assistant	11
Scholarship & Foundation Special Events Coordinator	11
Science Lab Assistant	11
Science Lab Assistant - Biology	11
Science Lab Assistant - Chemistry	11
Science Lab Assistant - Physics	11
Senior Financial Aid Advisor	11

Senior Scheduling Assistant	11
Senior Skilled Mechanic	11
Skilled Maintenance	11
Supervisor Central Receiving	11
System Administrator/Lead Operator	11
Technical Specialist - Financial Aid	11
Technical Specialist - Student Affairs	11
Writer	11
Academic Advisor	12
Advising Coordinator	12
Assistive Technology Specialist	12
Bursar	12
Career Development Specialist	12
Coordinator, Center for Promoting STEM**	12
Fitness Center Manager**	12
Fleet Equipment Mechanic	12
Learning Specialist	12
Manager of Development & Alumni Relations**	12
Microcomputer Lab Coordinator	12
Payroll Manager	12
Program Developer/ALL	12
Registered Nurse	12
Research Analyst	12
Senior Executive Assistant to the VP for Academic Affairs**	12
Senior Staff Accountant**	12
Site Coordinator - Early Childhood	12
Special Needs Advisor	12
Student Life Coordinator	12
Testing Center Coordinator	12
Web Communications Coordinator	12
Application Software Developer	13
Assistant to the Director Of Enrollment Services	13
Chief HVAC Mechanic	13
Coordinator for Access, Equity & Student Rights	13
Coordinator of Student Orientation & Retention	13
Grants Coordinator/Legal Assistant**	13
Instructional Technology Specialist	13
Manager of Alternative Education**	13
Manager of CE & T Operations**	13
Manager of Graphic Design & Production**	13
Manager of Major and Planned Gifts**	13

Manager of William A. Koehnline Museum	13
Purchasing Manager**	13
Senior Microcomputer Lab Coordinator	13
Senior Microcomputer Technician	13
Special Needs Coordinator	13
Studio 3 Program Coordinator	13
Supervisor of Accounting Operations**	13
Supervisor of Grounds	13
Technical Director for the Performing Arts Center**	13
Technical Programmer/Analyst	13
TV Studio Manager**	13
Academic Programmer/Analyst	14
Bookstore Manager**	14
Health Services Manager**	14
Manager of Advising**	14
Manager of Business & Community Programs**	14
Manager of Career Services**	14
Manager of Media Services**	14
Manager of Online Services, CE & T**	14
Manager of Research**	14
Manager of Student Financial Assistance**	14
Manager of Volunteer and Literacy Programs**	14
Network Analyst	14
Program Manager - Business Institute**	14
Program Manager – ESL**	14
Senior Business Analyst Software Developer	14
Senior Systems Administrator	14
Supervisor of Building Maintenance	14
TV Studio Engineer**	14
Voice Network Manager	14
Web Developer/Web Programmer**	14
Counselor**	15
Manager of Database Administration	15
Security Analyst/Systems Administrator**	15
Webmaster**	15

Annual Contractual Rate Increase of 2.75% *

*** Amount paid was computed at 2.76%**

**July 1 to December 31, 2012 SCHEDULE -- First Half
FY2013**

Grade	3	4	5	6	7	8	9	10	11	12	13	14	15	16
STEP														
1	25,466	27,387	29,484	31,721	34,126	36,723	39,518	42,515	45,747	49,228	52,966	59,349	65,888	73,123
2	26,411	28,409	30,578	32,900	35,396	38,089	40,985	44,096	47,449	51,058	54,935	61,558	68,335	75,844
3	27,356	29,432	31,673	34,078	36,666	39,456	42,453	45,679	49,150	52,886	56,905	63,766	70,781	78,565
4	28,301	30,454	32,768	35,257	37,934	40,822	43,922	47,260	50,850	54,715	58,875	65,973	73,228	81,288
5	29,246	31,472	33,864	36,435	39,203	42,185	45,392	48,840	52,554	56,546	60,846	68,180	75,677	84,005
6	30,195	32,492	34,958	37,613	40,473	43,550	46,861	50,419	54,251	58,377	62,816	70,384	78,125	86,726
7	31,139	33,512	36,054	38,791	41,744	44,914	48,331	52,001	55,951	60,205	64,785	72,591	80,573	89,447
8	32,084	34,531	37,148	39,973	43,013	46,281	49,801	53,581	57,653	62,036	66,758	74,796	83,021	92,167
9	33,031	35,550	38,244	41,147	44,284	47,645	51,270	55,161	59,355	63,866	68,726	77,003	85,467	94,889
10	33,975	36,571	39,339	42,327	45,551	49,009	52,741	56,742	61,053	65,696	70,699	79,206	87,916	97,606
11	34,923	37,590	40,435	43,506	46,820	50,375	54,208	58,322	62,754	67,524	72,666	81,415	90,362	100,328
12	35,868	38,609	41,529	44,684	48,090	51,738	55,680	59,903	64,456	69,355	74,638	83,618	92,810	103,047
13	36,813	39,632	42,625	45,861	49,359	53,105	57,150	61,483	66,157	71,188	76,606	85,825	95,258	105,769
14	37,761	40,650	43,719	47,040	50,630	54,468	58,618	63,064	67,855	73,017	78,577	88,032	97,705	108,491
15	38,706	41,668	44,815	48,220	51,896	55,834	60,088	64,647	69,556	74,847	80,548	90,236	100,154	111,207
16	-	-	45,910	49,399	53,166	57,197	61,559	66,225	71,256	76,677	82,515	92,441	102,603	113,929
17	-	-	-	-	-	-	63,028	67,806	72,958	78,508	84,487	94,647	105,049	116,649
18	-	-	-	-	-	-	-	-	-	80,335	86,458	96,854	107,496	119,370
X	39,028	42,009	46,286	49,819	53,619	57,682	63,568	68,390	73,591	81,028	87,210	97,701	108,445	120,412

**Change in step
Calendar Year 2013
Schedule**

Grade	3	4	5	6	7	8	9	10	11	12	13	14	15	16
STEP														
1	24,928	26,803	28,862	31,050	33,402	35,944	38,682	41,613	44,777	48,184	51,844	58,090	64,496	71,572
2	25,889	27,842	29,974	32,248	34,693	37,333	40,174	43,221	46,507	50,045	53,846	60,335	66,983	74,338
3	26,850	28,881	31,086	33,446	35,984	38,722	41,666	44,829	48,237	51,906	55,848	62,580	69,470	77,104
4	27,810	29,921	32,199	34,644	37,275	40,111	43,158	46,438	49,967	53,765	57,850	64,825	71,957	79,870
5	28,771	30,960	33,312	35,842	38,564	41,500	44,651	48,045	51,695	55,624	59,853	67,069	74,444	82,638
6	29,732	31,995	34,427	37,040	39,854	42,886	46,146	49,651	53,427	57,486	61,857	69,312	76,934	85,401
7	30,697	33,032	35,538	38,238	41,145	44,273	47,640	51,257	55,152	59,347	63,860	71,553	79,423	88,167
8	31,656	34,069	36,653	39,435	42,438	45,660	49,134	52,865	56,881	61,205	65,861	73,797	81,912	90,933
9	32,617	35,105	37,765	40,637	43,728	47,050	50,628	54,471	58,611	63,067	67,867	76,038	84,400	93,698
10	33,580	36,141	38,879	41,831	45,020	48,437	52,122	56,077	60,341	64,927	69,868	78,282	86,887	96,465
11	34,540	37,178	39,992	43,030	46,308	49,823	53,617	57,684	62,067	66,787	71,873	80,522	89,376	99,228
12	35,503	38,214	41,107	44,229	47,598	51,212	55,108	59,291	63,796	68,646	73,873	82,767	91,863	101,995
13	36,464	39,251	42,219	45,426	48,889	52,597	56,605	60,898	65,527	70,507	75,878	85,007	94,352	104,759
14	37,425	40,290	43,333	46,623	50,179	53,987	58,099	62,504	67,256	72,371	77,879	87,251	96,841	107,526
15	38,388	41,325	44,445	47,821	51,471	55,373	59,592	64,111	68,982	74,230	79,882	89,494	99,328	110,293
16	39,349	42,360	45,560	49,021	52,758	56,762	61,086	65,721	70,711	76,090	81,886	91,735	101,817	113,054
17	-	-	46,672	50,220	54,049	58,147	62,581	67,325	72,440	77,951	83,886	93,977	104,307	115,822
18	-	-	-	-	-	-	64,075	68,932	74,170	79,812	85,891	96,219	106,794	118,587
19	-	-	-	-	-	-	-	-	-	81,670	87,894	98,463	109,282	121,353
X	39,676	42,707	47,055	50,647	54,510	58,640	64,624	69,526	74,813	82,374	88,659	99,324	110,247	122,412

**Calendar Year 2014
Schedule**

Grade	3	4	5	6	7	8	9	10	11	12	13	14	15	16
STEP														
1	25,671	27,602	29,722	31,975	34,397	37,015	39,835	42,853	46,111	49,620	53,389	59,821	66,418	73,705
2	26,660	28,672	30,867	33,209	35,727	38,446	41,371	44,509	47,893	51,536	55,451	62,133	68,979	76,553
3	27,650	29,742	32,012	34,443	37,056	39,876	42,908	46,165	49,674	53,453	57,512	64,445	71,540	79,402
4	28,639	30,813	33,159	35,676	38,386	41,306	44,444	47,822	51,456	55,367	59,574	66,757	74,101	82,250
5	29,628	31,883	34,305	36,910	39,713	42,737	45,982	49,477	53,236	57,282	61,637	69,068	76,662	85,101
6	30,618	32,948	35,453	38,144	41,042	44,164	47,521	51,131	55,019	59,199	63,700	71,377	79,227	87,946
7	31,612	34,016	36,597	39,377	42,371	45,592	49,060	52,784	56,796	61,116	65,763	73,685	81,790	90,794
8	32,599	35,084	37,745	40,610	43,703	47,021	50,598	54,440	58,576	63,029	67,824	75,996	84,353	93,643
9	33,589	36,151	38,890	41,848	45,031	48,452	52,137	56,094	60,358	64,946	69,889	78,304	86,915	96,490
10	34,581	37,218	40,038	43,078	46,362	49,880	53,675	57,748	62,139	66,862	71,950	80,615	89,476	99,340
11	35,569	38,286	41,184	44,312	47,688	51,308	55,215	59,403	63,917	68,777	74,015	82,922	92,039	102,185
12	36,561	39,353	42,332	45,547	49,016	52,738	56,750	61,058	65,697	70,692	76,074	85,233	94,601	105,034
13	37,551	40,421	43,477	46,780	50,346	54,164	58,292	62,713	67,480	72,608	78,139	87,540	97,164	107,881
14	38,540	41,491	44,624	48,012	51,674	55,596	59,830	64,367	69,260	74,528	80,200	89,851	99,727	110,730
15	39,532	42,556	45,769	49,246	53,005	57,023	61,368	66,022	71,038	76,442	82,262	92,161	102,288	113,580
16	40,522	43,622	46,918	50,482	54,330	58,454	62,906	67,679	72,818	78,357	84,326	94,469	104,851	116,423
17	-	-	48,063	51,717	55,660	59,880	64,446	69,331	74,599	80,274	86,386	96,778	107,415	119,273
18	-	-	-	-	-	-	65,984	70,986	76,380	82,190	88,451	99,086	109,976	122,121
19	-	-	-	-	-	-	-	-	-	84,104	90,513	101,397	112,539	124,969
X	40,858	43,980	48,457	52,156	56,134	60,387	66,550	71,598	77,042	84,829	91,301	102,284	113,532	126,060

Change in step
Calendar Year 2015
Schedule

Grade	3	4	5	6	7	8	9	10	11	12	13	14	15	16
STEP														
1	25,410	27,314	29,420	31,647	34,043	36,634	39,429	42,412	45,636	49,112	52,841	59,206	65,740	72,947
2	26,428	28,416	30,599	32,918	35,412	38,107	41,010	44,117	47,471	51,084	54,964	61,586	68,377	75,879
3	27,446	29,518	31,778	34,189	36,781	39,580	42,591	45,822	49,306	53,056	57,087	63,966	71,014	78,811
4	28,466	30,619	32,956	35,459	38,149	41,052	44,174	47,527	51,139	55,030	59,209	66,346	73,650	81,744
5	29,484	31,722	34,137	36,728	39,518	42,525	45,755	49,233	52,974	57,000	61,331	68,726	76,287	84,676
6	30,502	32,824	35,317	37,999	40,885	43,998	47,338	50,937	54,806	58,972	63,455	71,106	78,924	87,611
7	31,521	33,920	36,499	39,269	42,253	45,467	48,923	52,639	56,642	60,945	65,579	73,483	81,564	90,540
8	32,545	35,019	37,677	40,539	43,621	46,937	50,507	54,341	58,471	62,919	67,703	75,859	84,203	93,472
9	33,561	36,119	38,858	41,808	44,992	48,408	52,091	56,046	60,304	64,888	69,825	78,238	86,841	96,405
10	34,580	37,217	40,037	43,083	46,359	49,881	53,675	57,749	62,139	66,862	71,951	80,614	89,479	99,336
11	35,601	38,316	41,219	44,349	47,730	51,351	55,258	59,452	63,972	68,834	74,073	82,993	92,116	102,271
12	36,618	39,415	42,399	45,619	49,095	52,822	56,844	61,155	65,803	70,806	76,198	85,368	94,754	105,199
13	37,640	40,514	43,581	46,891	50,462	54,294	58,424	62,859	67,635	72,777	78,318	87,747	97,392	108,133
14	38,659	41,613	44,760	48,160	51,831	55,762	60,012	64,563	69,471	74,750	80,444	90,122	100,030	111,063
15	39,677	42,715	45,940	49,428	53,198	57,236	61,595	66,266	71,303	76,727	82,566	92,502	102,669	113,997
16	40,698	43,811	47,119	50,699	54,569	58,705	63,178	67,970	73,134	78,697	84,689	94,880	105,305	116,931
17	41,717	44,909	48,302	51,971	55,933	60,178	64,762	69,676	74,966	80,669	86,814	97,256	107,944	119,857
18	-	-	49,481	53,243	57,302	61,646	66,347	71,376	76,800	82,642	88,934	99,633	110,584	122,792
19	-	-	-	-	-	-	67,931	73,080	78,633	84,615	91,060	102,009	113,220	125,724
20	-	-	-	-	-	-	-	-	-	86,585	93,183	104,388	115,859	128,656
X	42,063	45,277	49,886	53,695	57,790	62,168	68,513	73,710	79,315	87,331	93,994	105,301	116,881	129,779

**Calendar Year 2016
Schedule**

Grade STEP	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	26,160	28,120	30,288	32,581	35,047	37,715	40,592	43,663	46,982	50,561	54,400	60,953	67,679	75,099
2	27,208	29,254	31,502	33,889	36,457	39,231	42,220	45,418	48,871	52,591	56,585	63,403	70,394	78,117
3	28,256	30,389	32,715	35,198	37,866	40,748	43,847	47,174	50,761	54,621	58,771	65,853	73,109	81,136
4	29,306	31,522	33,928	36,505	39,274	42,263	45,477	48,929	52,648	56,653	60,956	68,303	75,823	84,155
5	30,354	32,658	35,144	37,811	40,684	43,779	47,105	50,685	54,537	58,682	63,140	70,753	78,537	87,174
6	31,402	33,792	36,359	39,120	42,091	45,296	48,734	52,440	56,423	60,712	65,327	73,204	81,252	90,196
7	32,451	34,921	37,576	40,427	43,499	46,808	50,366	54,192	58,313	62,743	67,514	75,651	83,970	93,211
8	33,505	36,052	38,788	41,735	44,908	48,322	51,997	55,944	60,196	64,775	69,700	78,097	86,687	96,229
9	34,551	37,185	40,004	43,041	46,319	49,836	53,628	57,699	62,083	66,802	71,885	80,546	89,403	99,249
10	35,600	38,315	41,218	44,354	47,727	51,352	55,258	59,453	63,972	68,834	74,074	82,992	92,119	102,266
11	36,651	39,446	42,435	45,657	49,138	52,866	56,888	61,206	65,859	70,865	76,258	85,441	94,833	105,288
12	37,698	40,578	43,650	46,965	50,543	54,380	58,521	62,959	67,744	72,895	78,446	87,886	97,549	108,302
13	38,750	41,709	44,867	48,274	51,951	55,896	60,148	64,713	69,630	74,924	80,628	90,336	100,265	111,323
14	39,799	42,841	46,080	49,581	53,360	57,407	61,782	66,468	71,520	76,955	82,817	92,781	102,981	114,339
15	40,847	43,975	47,295	50,886	54,767	58,924	63,412	68,221	73,406	78,990	85,002	95,231	105,698	117,360
16	41,899	45,103	48,509	52,195	56,179	60,437	65,042	69,975	75,291	81,019	87,187	97,679	108,411	120,380
17	42,948	46,234	49,727	53,504	57,583	61,953	66,672	71,731	77,177	83,049	89,375	100,125	111,128	123,393
18	-	-	50,941	54,814	58,992	63,465	68,304	73,482	79,066	85,080	91,558	102,572	113,846	126,414
19	-	-	-	-	-	-	69,935	75,236	80,953	87,111	93,746	105,018	116,560	129,433
20	-	-	-	-	-	-	-	-	-	89,139	95,932	107,467	119,277	132,451
X	43,304	46,613	51,358	55,279	59,495	64,002	70,534	75,884	81,655	89,907	96,767	108,407	120,329	133,607

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Supplemental Agreement

This Agreement supplements the collective bargaining Agreement (Contract) effective July 1, 2008, between the Board of Trustees of Community College District No. 535 and the Oakton Community College Classified Staff Association (OCCCSA), a chapter of the Cook County College Teachers Union, Local 1600, the American Federation of Teachers, with respect to College Term Employees (subgroup of Contingent Employees).

Section 1. Definitions

1.1 Contingent Employees: Employment in which the employee is not a regular Oakton employee. Contingent employees are those who do not have an implicit or explicit contract for ongoing employment. Contingent employees work hourly, at will, in a position created with budgeted funds. Contingent positions are recommended by the area Vice President to the Associate Vice President for Human Resources and approved by the President.

Types of contingent employees at Oakton: Casual, Temporary, and **College Term**.

A Temporary Position will become a College Term Position when the Temporary Position has been on the College payroll for a period of one year and the College determines there is a need for continuation of that position. On the one year anniversary date of the Temporary Position, that position will either end or become a College Term Position and will be renewed for a six month or a one year term of employment.

1.2 College Term Employees are defined as employees whose appointments specify their period of employment, are paid through the regular payroll system and enjoy certain benefits consistent with regular employment. College Term Employees are classified as:

- Full-time/Full Year – Employees who regularly work forty (40) hours per week, twelve (12) months per year.
- Full-time/Short Year – Employees who regularly work forty (40) hours per week (and, where applicable, its equivalent during the summer) and at least thirty-six (36) weeks per fiscal year, but not regularly more than forty-three (43) weeks per fiscal year.
- 25 hr* – Employees who regularly work less than forty (40) hours per week, but at least twenty-five (25) hours per week.
- 25 hr*/Short Year – Employees who regularly work twenty-five (25) hours per week (and, where applicable, its equivalent during the summer) and at least thirty-six (36) weeks per fiscal year, but not regularly more than forty-three (43) weeks per fiscal year.
- 20 hr – Employees who regularly work twenty (20) hours per week.
- 20 hr/Short Year - Employees who regularly work twenty (20) hours per week (and, where applicable, its equivalent during the summer) and at least thirty-six (36) weeks per fiscal year, but not regularly more than forty-three (43) weeks per fiscal year.

- 19 hrs or Less/Other Continuing – Employees who regularly work less than twenty (20) hours per week.

* 25 hr employees are also referred to as Part-time Employees in the contract.

Section 2. Rights of College Term Employees

2.1 Entry into OCCCSA Bargaining Unit.

College Term Employees will be notified by Human Resources as to the date they are covered by this Supplemental Agreement and eligible to become members of the OCCCSA. A College Term Position is part of the OCCCSA and the following apply:

- A. The OCCCSA President will be notified when a College Term Employee is hired and of the position renewal.
- B. A College Term Position can be renewed for a six (6) month term and/or for one (1) year terms. A six month term can only be renewed one time for a maximum of two terms.
- C. The College Term Employee will be enrolled with SURS (State Universities Retirement System) and be subject to SURS deductions.
- D. If a former College Term Employee is re-employed in the same or similar position within ninety (90) calendar days of resignation or termination of employment, the returning College Term Employee shall not be subject to a probationary period and service shall be continuous.
- E. If a former College Term Employee is re-employed more than ninety (90) calendar days after resignation or termination of employment in the same or similar position, the returning College Term Employee shall be in an initial probationary status. There shall be no bridge of service.
- F. If a position that has already been determined as a College Term Position is vacated and filled in the same and/or a similar capacity within a ninety (90) day calendar period, that position moves into a College Term status and does not serve in a one (1) year Temporary Employee status. If a similar position is filled after a ninety (90) day calendar period it will serve in the Temporary Employee status for a period of one (1) year before moving into a College Term Position.

Section 3. Contract Provisions Applicable to College Term Employees

The parties agree that the following articles and sections of the 2008-2012 Agreement covering OCCCSA shall apply to certain class of Contingent Employees - **College Term Employees**. Unless specifically included herein, articles and sections of the OCCCSA Agreement shall not apply to other Oakton Contingent Employees.

Article III. Association Rights

Article IV.	Hours of work
Article V.	Seniority
	Section 5.1 Definition
Article VII.	Discipline
Article VIII.	Employee Evaluations and Personnel Files
Article X.	Employee Health and Safety
Article XII.	Work Rules, Uniforms and Tools
Article XIII.	Grievance Procedure
	Section 13.1 Definition
	Section 13.2 Grievance Steps - Steps 1, 2, & 3
	Section 13.5 Time limits for Filing
	Section 13.6 Time Off
	Section 13.8 Harassment
Article XIV.	Educational Benefits and Training
	Section 14.1 Educational Benefits
	Section 14.2 Training
Article XV.	Leaves of Absence
	Section 15.1 Bereavement Leave
	Section 15.2 Leave for Jury duty
	Section 15.3 Military Leave
	Section 15.5 Election Leave
	Section 15.6 Sick Leave
	Section 15.7 Personal Leave
	Section 15.9 Permanent Disability
	Section 15.11 Family and Medical Leave

Article XVI.	Vacation (also see section 4.3 below)
Article XVII.	Holidays Observed
Article XVIII.	Insurance
	Section 18.1 Health Insurance
	Section 18.2 Life Insurance
	Section 18.3 Worker's Compensation
Article XIX.	Salary
Article XX.	Retirement
	Section 20.3 Retirement Provisions
Article XXI.	Miscellaneous
	Section 21.3 Work Assignments
	Section 21.4 Resignations

Section 4. Exceptions to Contract Language

Section 4.1 Seniority

Seniority date is determined by the date on which the College Term Employee became part of the OCCCSA and is only applicable/comparable to other College Term Positions.

Section 4.2 Probationary Period

Incumbents who are hired to fill existing College Term Position(s) that have already been established will serve a probationary period of sixty-five (65) working days. No personal, sick time or vacation time will be eligible during the probationary period.

Section 4.3 Vacation

Vacation will be earned as a one time feed at the start of the College Term assignment. Human Resources will apply the feeds at the start of the College Term assignment and at renewal periods there after.

19 hrs or Less/Other Continuing College Term Employees will receive vacation according to the OCCCSA contract provisions (Section 16.5 D).

Section 4.4 Retirement

If a College Term Employee moves into a permanent classified staff position, the higher number of years of service the employee held in College Term and/or College Temporary status will count towards the years of

service in Article XX Retirement Section 20.3 Retirement Provisions.

Section 4.5 Severance

Section 4.5.1 Assignment Ends Prematurely

If Administration determines that the job assignment is no longer needed and the position ends prematurely (before the renewal end date – Term Position ending date), the College Term Employee will be paid sixty percent (60%) of the remaining amount of what the College Term Employee should have been paid had the assignment concluded at the initial date agreed to, in addition to any unused vacation time.

Section 4.5.2 Term Position Ends

When the Term Position ends, the College Term Employee will have a payout that includes any unused vacation time, in addition to an equivalency of one (1) day for every two (2) months of service (hourly rate x hours per day for every year of service as a College Term Employee).

Section 4.5.3 Notice

College Term Employees and the OCCCSA President will be notified by Human Resources as to the date the position is covered by this Supplemental Agreement and when the employee is eligible to become a member of the OCCCSA.

Thirty (30) calendar days prior to the end of the current term of employment, the College Term Employee and the OCCCSA President will be notified in writing as to College's renewal decision. If the Term Position is renewed, the new position termination date will be disclosed. If the Term Position is not renewed, confirmation of the current termination date will be provided.

Section 4.6 Position Exceptions

It is agreed that Alliance Security Guards and Registered Relief Nurses will not be part of the OCCCSA and will remain as Temporary Contingent Employees.

19 hrs or Less/Other Continuing College Term Employees will receive vacation, sick, and holiday pay according to the OCCCSA contract provisions (See sections 15.6 C, 16.5 D and 17.3).

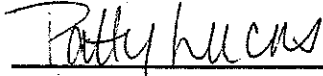
Section 4.7 Unit Recognition

The establishment of College Term Position(s) will not replace existing bargaining unit positions.

This Agreement is effective the 1st day of July, 2009 and shall continue in effect until December 31, 2016.

Oakton Community College
Classified Staff Association

Oakton Community College

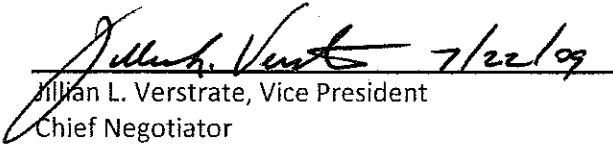


Patty Lucas, President



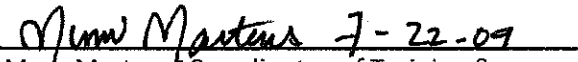
07/22/09

D. Arnie Oudenhoven, Associate Vice President
Human Resources



7/22/09

William L. Verstrate, Vice President
Chief Negotiator



7-22-09

Marn Martens, Coordinator of Training &
Employment
Human Resources