

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

2017-2020

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 Chief Human Resources Officer 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 $\frac{3}{4}$) hours, including a three-quarter ($\frac{3}{4}$) hour unpaid lunch period, except as provided in Section 4.2.

SECTION 1.11 – COLLEGE-TERM EMPLOYEES

See Appendix C – Supplemental Agreement

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 Chief Human Resources Officer 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.

E. Reinstatement.

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 3.2 - 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 - 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 3.4 - RELEASED TIME FOR ASSOCIATION OFFICERS AND LATE-SECOND/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. Late-Second/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 3.5 - 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 3.6 - 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 3.7 - 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 3.8 - 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 3.9 - 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, email 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 3.10 - ASSOCIATION OFFICE

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

SECTION 3.11 - 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 Chief Human Resources Officer 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 3.12 – 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 2017 to 2020, the schedule is as follows:

2017	Sunday, May 21 – Saturday, August 5, 2017 (11 Weeks)
2018	Sunday, May 20 – Saturday, August 4, 2018 (11 Weeks)
2019	Sunday, May 19 – Saturday, August 3, 2019 (11 Weeks)
2020*	Sunday, May 24 – Saturday, August 8, 2020 (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.
Employees 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 four (4) consecutive work days. If the closed condition extends beyond four (4) days, the employees will not be paid but can use vacation, floating holidays, 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. College Term Employees

See Appendix C – Supplemental Agreement

D. 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 and the Association president shall be notified. 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 email 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 Chief Human Resources Officer 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 Chief Human Resources Officer, 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 by the supervisor within five (5) working days of the "Inadequate Performance" evaluation, with a copy to the Chief Human Resources Officer. 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. Adverse materials may be placed in the file by the appropriate supervisor whose name shall be noted on the material.
3. 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 and will be attached to the adverse material.

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 Chief Human Resources Officer 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 Chief Human Resources Officer shall determine if there are substantial changes in the job classification. If the employee disagrees with the Chief Human Resources Officer 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 Chief Human Resources Officer, 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 Chief Human Resources Officer, 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 and the OCCCSA 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 \$125 to each above mentioned Facilities employee, on an annual basis, for the purchase of safety shoes. New employees will be allocated up to \$125 for the purchase of safety shoes, upon hire.

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 Driver's 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
\$225	\$150

** Upon successful completion of 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 Chief Human Resources Officer 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 Administrative Affairs within five (5) working days of the Step 2 answer. If the VP for Administrative Affairs is the administrator for the department and/or grievant involved, upon request of the Association and/or grievant the Chief Human Resources Officer 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 Chief Human Resources Officer.

The Chief Human Resources Officer shall initiate an investigation within ten (10) working days of receipt of a formal complaint and shall issue a report on the accusation within sixty (60) working days. The report shall include the findings of the Chief Human Resources Officer and an appropriate remedy.

If dissatisfied with the results, the employee may appeal in writing within fifteen (15) working days to the President, who will render a decision on the appeal within twenty (20) working days. The President's decision shall be final.

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 and part-time (25-hour) staff members after one year of employment, in accredited (by the Higher Learning Commission or equivalent), credit-bearing programs of study at a college or university.

For FY 2017 (7/1/2016 – 6/30/2017) the amount will be \$42,000

For FY 2018 (7/1/2017 – 6/30/2018) the amount will be \$42,000

For FY 2019 (7/1/2018 – 6/30/2019) the amount will be \$42,000

For FY 2020 (7/1/2019 – 6/30/2020) the amount will be \$42,000

For FY 2021 (7/1/2020 – 6/30/2021) 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 items 9 and 13 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 \$345 per credit hour for classes taken on a semester schedule and \$230 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).
 10. Employees must maintain their status as College employees throughout the approved term and at the time the grade is submitted to Human Resources 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 15 below.
 13. No employee may be reimbursed more than \$3,105 from this fund per fiscal year, except as provided under item 15 below.
 14. 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.
 15. 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 Chief Human Resources Officer, 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 an unofficial Oakton College transcript (official transcript for bachelor's) to the Chief Human Resources Officer, 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 2017: \$9,000

FY 2018: \$9,000

FY 2019: \$9,000

FY 2020: \$9,000

FY 2021: \$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 Chief Human Resources Officer 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 Chief Human Resources Officer 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 Chief Human Resources Officer 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 Chief Human Resources Officer.

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 of 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 one (1) 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 and 15.6 C, 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 Chief Human Resources Officer 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 Chief Human Resources Officer in his/her sole discretion because of extraordinary circumstances. In no event shall the granting of leave with less than ninety (90) day 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 Chief Human Resources Officer.

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:

Years of Service	Number of Vacation Hours
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)

B. Exempt Employees.

Exempt employees shall earn vacation as follows:

Years of Service	Number of Vacation Hours
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 one (1) 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. (Also see Appendix D.)

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 2017 due to winter break, to be taken subject to the approval of the employee's supervisor.

3. Employees shall receive one (1) additional floating holiday in 2020 due to Independence Day, 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:

2017 (same as 2000)

College Closed Saturday, December 23, 2017 – Monday, January 1, 2018

2018 (same as 2012)

College Closed Monday, December 24, 2018 – Tuesday, January 1, 2019

2019 (same as 2013)

College Closed Tuesday, December 24, 2019 – Wednesday, January 1, 2020

2020 (same as 2015)

College Closed Thursday, December 24, 2020 – Sunday, January 3, 2021

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 upon date of hire.
 2. The Board shall pay for individual vision insurance for individuals not in HMOs covered under Section 1.6. This expires on April 30, 2018. A supplemental option will be available through the College. The CSA will also have the option of using the Insurance Reserve Fund.

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 ninety (90) calendar days. The Board shall pay for 50% of the cost of the part-time employee's individual health insurance.
2. Full-time employees who move into part-time positions and who have worked at the College at least ninety (90) calendar days shall receive health care benefits as defined in Section 18.1 B. 1.
3. See Appendix E.

C. Funding

For employees on the payroll as of August 15, 2017, funding for the benefits described in Section 18.1.A.1 will be as follows:

Effective January 1, 2017 through December 31, 2019, the College will pay eighty-seven and a half percent (87.5%) of the full-time employee's selected single or family health insurance coverage. The College will pay eighty-seven and a half percent (87.5%) of the full-time employee's selected single or family dental insurance.

Effective January 1, 2020, the College will pay eighty-five percent (85%) of the full-time employee's selected single or family health insurance coverage. The College will pay eighty-five percent (85%) of the full-time employee's selected single or family dental insurance. The CSA has the option of using the Insurance Reserve Fund.

For employees hired after August 15, 2017, funding for the benefits described in Section 18.1.A.1. will be as follows:

The College will pay eighty-five percent (85%) of the full-time employee's selected single or family health insurance coverage. The College will pay eighty-five percent (85%) of the full-time employee's selected single or family dental insurance.

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 (See 5.7 A – Recall Eligibility)

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
2.99%	January 1, 2017	No Step (Retroactive to January 1, 2017)
2.99%	January 1, 2018	No Step
2.99%	January 1, 2019	One Step (and one step added to salary schedule)*
2.99%	January 1, 2020	One Step (and one step added to salary schedule)**

**Employees who are at step X in calendar year 2018 will receive a 2.99% annual salary increase for calendar year 2019.*

***Employees who are at step X in calendar year 2019 will receive a 2.99% annual salary increase for calendar year 2020.*

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

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 January 1, 2017, and December 31, 2020, 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.

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 January 1, 2017, and December 31, 2020, 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, 2020. 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 Administrative Affairs and Chief Human Resources Officer 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 website. 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 website.

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 January 1, 2017, and shall remain in full force and effect until 11:59 p.m. on December 31, 2020. 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.

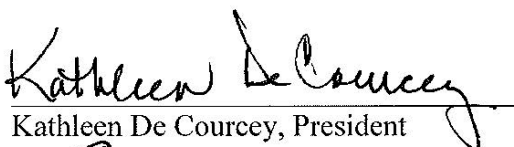
ARTICLE XXVI - EFFECTIVE DATE AND DURATION

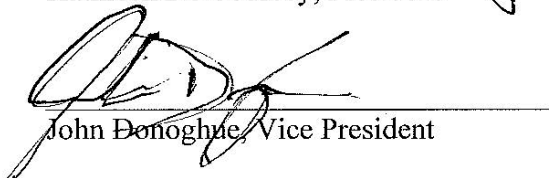
This Agreement shall be effective January 1, 2017

This Agreement shall continue in effect until 11:59 p.m. on December 31, 2020.

OAKTON COMMUNITY COLLEGE CLASSIFIED STAFF ASSOCIATION

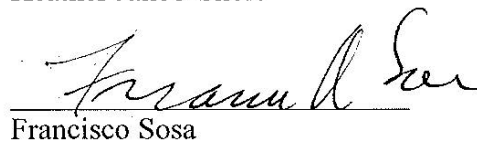
Dated: August 15, 2017


Kathleen De Courcey, President


John Donoghue, Vice President


Jennifer Crowley

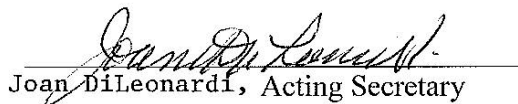

Heather Jakob-Short


Francisco Sosa


Cheryl Valloni

OAKTON COMMUNITY COLLEGE BOARD OF TRUSTEES


William Stafford, Chair


Joan DiLeonardi, Acting Secretary

APPENDIX A

JOB TITLE BY GRADE CLASSIFICATION

<u>TITLE</u>	<u>GRADE</u>
Courier ALL	3
Assistant Teacher, Early Childhood Demonstration Center	6
Bookstore Receiving Assistant	6
Library Assistant Catalog	6
Telecommunications Operator	6
Bookstore Receiving Clerk	7
Central Services Assistant	7
Copy Center Clerk	7
Custodian	7
Department Assistant	7
Learning Center Assistant/Testing	7
Library Assistant Circulation and Interlibrary Loan	7
Office Coordinator Assistant ALL	7
Security Guard	7
Alternative Education Assistant	8
Bookstore Assistant/RHC	8
Bookstore POS Supervisor	8
Computer Lab Assistant	8
Health Services Assistant	8
Maintenance Assistant Grounds	8
Maintenance Assistant Mailroom	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
Art Lab Support Assistant	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

Evanston HS Office Coordinator/ALL	9
General Maintenance	9
Graphic Design Lab Assistant	9
Groundskeeper	9
Head Custodian	9
Language Lab Assistant	9
Library Operations Assistant	9
Maintenance Painter	9
Media Services Technician	9
Office Coordinator – ALL	9
Office Coordinator - Learning Center	9
Office Coordinator - Library	9
Operations Specialist	9
Payroll Assistant	9
Production Assistant	9
Program Assistant, CE & T	9
Program Coordinator CE&T	9
Purchasing Assistant	9
Academic Affairs Operations Assistant	10
Accounting Assistant	10
Advising & Enrollment Specialist	10
AHR Lab Assistant	10
Andale Coordinator	10
Assistant Literacy Programmer	10
Assistant Testing Center Coordinator	10
Art Laboratory Asst	10
Athletic Operations Specialist	10
Biology Lab Support Assistant	10
Budget Office Assistant	10
Center for Professional Development Assistant	10
Degree Completion Specialist	10
Division Office Manager	10
ECE Teacher CT Full Time	10
Electronics & Computer Networking Technician	10
Financial Aid Advisor	10
Fitness Center Supervisor	10
International Students & Limited Enrollment Operations Specialist	10
IT Help Desk Assistant	10
Language Lab Assistant - Technology	10
Manufacturing and Automation Technician	10
Media Services Specialist	10
Media Services Integration Tech	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 - Student Life	10
Purchasing Assistant - Special Purchases & Fixed Assets	10
Student Life Assistant/RHC	10
System Administrator/Operator	10
Teacher, Early Childhood Demonstration Center	10
Workforce Development Assistant	10
Associate Technical Director	11
BNAT Assessment and Advising Specialist	11
Campus Utilization Coordinator	11
Coordinator, Library Technical Services	11
Coordinator of Student Academic Records	11
Coordinator, Student Financial Assistance	11
Copy Center Manager	11
Curriculum Navigator	11
Development Specialist	11
Enrollment Center Coordinator DP	11
Enrollment Center Coordinator RHC	11
Facilities Coordinator	11
Financial Assistance and Financial Literacy Coordinator	11
Foundation Accountant	11
Graphic Designer	11
Housekeeping Supervisor	11
IT Help Desk Supervisor	11
Language Lab Coordinator	11
Learning Operations Specialist	11
Microcomputer Technician	11
Nursing Skills and Res Lab Specialist	11
Physical Therapy Skilled Lab Assistant	11
Production Coordinator for the Performing Arts Center*	11
Program Compliance Specialist, CE&T	11
Public Relations Specialist	11
Recruitment & Outreach Specialist	11
Science Lab Assistant	11
Science Lab Assistant - Biology	11
Science Lab Assistant - Physics	11
Senior Financial Aid Advisor	11
Senior Media Services Technician	11
Senior Scheduling Assistant	11
Senior Skilled Mechanic	11
Skilled Maintenance	11
Skilled Maintenance/HVAC	11
Supervisor Central Receiving	11
System Admin/Lead Operator	11
Technical Specialist - Financial Aid	11
Technical Specialist - Student Affairs	11

Academic Advisor	12
Advising Coordinator	12
Accounting and Payroll Coordinator, CE&T	12
Accessibility Specialist	12
Assistant Manager Continuing Education	12
Assistive Technology Specialist	12
Athletic Support/Compliance Specialist	12
Bursar	12
Coordinator, Center for Promoting STEM*	12
Fleet Equipment Mechanic	12
Grants Coordinator*	12
Health Career Advisor	12
Job Developer	12
Learning Specialist	12
Microcomputer Lab Coordinator	12
Payroll Manager	12
Program Developer/ALL	12
Registered Nurse	12
Science Lab Specialist	12
Senior Staff Accountant*	12
Site Coordinator - Early Childhood	12
Student Life Coordinator	12
Sustainability Specialist	12
Testing Center Coordinator	12
Web Communications Coordinator	12
Application Software Developer	13
Assistant to the Director of Enrollment Services	13
Coordinator for Access, Equity & Student Rights	13
Coordinator of Advising and Student Success Initiatives	13
Desktop Systems Engineer	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 William A. Koehnl Museum	13
Purchasing Manager*	13
Research Analyst	13
Senior Microcomputer Lab Coordinator	13
Senior Microcomputer Technician	13
Supervisor of Accounting Operations*	13
Supervisor of Grounds	13
Technical Director for the Performing Arts Center*	13
Wellness Coordinator	13

Academic Programmer/Analyst	14
HVAC Chief	14
Health Services Manager*	14
Manager of Access and Disability Resource Center	14
Manager of Alternative Education	14
Manager of Career Services*	14
Manager of Transitions & Persistence*	14
Manager of Student Financial Assistance*	14
Manager of Volunteer and Literacy Programs*	14
Media Services Video Engineer	14
Network Analyst	14
Program Manager – ESL*	14
Senior Business Analyst Software Developer	14
Senior Systems Administrator	14
Supervisor of Building Maintenance	14
Voice Network Manager	14
Web Developer/Web Programmer*	14
Counselor*	15
Manager of Database Administration	15
Manager of Media Services	15
Security Analyst/Systems Administrator*	15
Senior Manager Business and Community Programs*	15
Webmaster*	15

**FLSA Exempt Position*

APPENDIX B

Calendar Year 2017														
Annual Increase 2.99%; No Change in Steps														
Step	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 13	Grade 14	Grade 15	Grade 16
1	26,942	28,961	31,194	33,555	36,095	38,843	41,806	44,969	48,387	52,073	56,027	62,775	69,703	77,344
2	28,022	30,129	32,444	34,902	37,547	40,404	43,482	46,776	50,332	54,163	58,277	65,299	72,499	80,453
3	29,101	31,298	33,693	36,250	38,998	41,966	45,158	48,585	52,279	56,254	60,528	67,822	75,295	83,562
4	30,182	32,465	34,942	37,596	40,448	43,527	46,837	50,392	54,222	58,347	62,779	70,345	78,090	86,671
5	31,262	33,634	36,195	38,942	41,900	45,088	48,513	52,200	56,168	60,437	65,028	72,869	80,885	89,781
6	32,341	34,802	37,446	40,290	43,350	46,650	50,191	54,008	58,110	62,527	67,280	75,393	83,681	92,893
7	33,421	35,965	38,700	41,636	44,800	48,208	51,872	55,812	60,057	64,619	69,533	77,913	86,481	95,998
8	34,507	37,130	39,948	42,983	46,251	49,767	53,552	57,617	61,996	66,712	71,784	80,432	89,279	99,106
9	35,584	38,297	41,200	44,328	47,704	51,326	55,231	59,424	63,939	68,799	74,034	82,954	92,076	102,217
10	36,664	39,461	42,450	45,680	49,154	52,887	56,910	61,231	65,885	70,892	76,289	85,473	94,873	105,324
11	37,747	40,625	43,704	47,022	50,607	54,447	58,589	63,036	67,828	72,984	78,538	87,996	97,669	108,436
12	38,825	41,791	44,955	48,369	52,054	56,006	60,271	64,841	69,770	75,075	80,792	90,514	100,466	111,540
13	39,909	42,956	46,209	49,717	53,504	57,567	61,946	66,648	71,712	77,164	83,039	93,037	103,263	114,652
14	40,989	44,122	47,458	51,063	54,955	59,123	63,629	68,455	73,658	79,256	85,293	95,555	106,060	117,758
15	42,068	45,290	48,709	52,407	56,405	60,686	65,308	70,261	75,601	81,352	87,544	98,078	108,858	120,869
16	43,152	46,452	49,959	53,756	57,859	62,244	66,987	72,067	77,542	83,441	89,794	100,600	111,652	123,979
17	44,232	47,616	51,214	55,104	59,305	63,805	68,665	73,876	79,485	85,532	92,047	103,119	114,451	127,082
18	-	-	52,464	56,453	60,756	65,363	70,346	75,679	81,430	87,624	94,296	105,639	117,250	130,194
19	-	-	-	-	-	-	72,026	77,486	83,373	89,716	96,549	108,158	120,045	133,303
20	-	-	-	-	-	-	-	-	-	91,804	98,800	110,680	122,843	136,411
X	44,599	48,007	52,894	56,932	61,274	65,916	72,643	78,153	84,096	92,595	99,660	111,648	123,927	137,602

Calendar Year 2018

Annual Increase 2.99%; No Change in Steps

Step	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 13	Grade 14	Grade 15	Grade 16
1	27,748	29,827	32,126	34,558	37,174	40,004	43,056	46,313	49,834	53,630	57,702	64,652	71,787	79,657
2	28,859	31,030	33,414	35,946	38,670	41,612	44,783	48,175	51,837	55,783	60,019	67,251	74,666	82,858
3	29,971	32,233	34,701	37,334	40,164	43,221	46,508	50,037	53,842	57,936	62,338	69,850	77,546	86,060
4	31,085	33,435	35,987	38,721	41,658	44,828	48,237	51,899	55,843	60,091	64,656	72,449	80,425	89,263
5	32,196	34,640	37,277	40,106	43,153	46,436	49,964	53,761	57,847	62,244	66,972	75,047	83,304	92,465
6	33,308	35,843	38,566	41,494	44,646	48,045	51,692	55,623	59,848	64,397	69,292	77,647	86,184	95,670
7	34,421	37,040	39,857	42,881	46,139	49,649	53,423	57,481	61,852	66,551	71,612	80,243	89,066	98,868
8	35,539	38,240	41,142	44,268	47,634	51,255	55,153	59,339	63,850	68,706	73,930	82,837	91,948	102,070
9	36,648	39,442	42,432	45,653	49,130	52,861	56,883	61,201	65,851	70,856	76,248	85,435	94,829	105,273
10	37,761	40,640	43,720	47,046	50,624	54,469	58,612	63,061	67,855	73,012	78,570	88,029	97,710	108,473
11	38,875	41,840	45,011	48,428	52,120	56,075	60,341	64,921	69,856	75,166	80,886	90,627	100,589	111,678
12	39,986	43,041	46,299	49,815	53,611	57,681	62,073	66,780	71,856	77,319	83,207	93,220	103,470	114,875
13	41,102	44,240	47,590	51,204	55,104	59,289	63,799	68,641	73,856	79,471	85,522	95,819	106,350	118,080
14	42,215	45,441	48,877	52,590	56,599	60,891	65,532	70,502	75,861	81,626	87,843	98,412	109,231	121,279
15	43,326	46,644	50,166	53,974	58,091	62,500	67,261	72,362	77,861	83,784	90,161	101,011	112,113	124,483
16	44,442	47,840	51,453	55,363	59,589	64,105	68,990	74,222	79,861	85,936	92,479	103,608	114,991	127,686
17	45,555	49,040	52,745	56,751	61,078	65,713	70,719	76,085	81,861	88,090	94,800	106,202	117,873	130,882
18	-	-	54,033	58,141	62,572	67,317	72,450	77,942	83,865	90,244	97,115	108,798	120,756	134,087
19	-	-	-	-	-	-	74,180	79,802	85,866	92,398	99,436	111,392	123,634	137,289
20	-	-	-	-	-	-	-	-	-	94,549	101,754	113,990	126,516	140,490
X	45,932	49,442	54,475	58,634	63,106	67,887	74,815	80,490	86,611	95,364	102,640	114,987	127,632	141,716

Calendar Year 2019

Annual Increase of 2.99% through One Step Increase

Step	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 13	Grade 14	Grade 15	Grade 16
1	27,478	29,537	31,814	34,223	36,813	39,616	42,638	45,863	49,350	53,109	57,141	64,025	71,090	78,883
2	28,577	30,719	33,087	35,592	38,286	41,200	44,343	47,698	51,324	55,233	59,427	66,586	73,933	82,039
3	29,722	31,957	34,413	37,021	39,826	42,856	46,121	49,615	53,387	57,451	61,814	69,262	76,899	85,336
4	30,867	33,197	35,738	38,451	41,365	44,513	47,899	51,533	55,452	59,668	64,202	71,938	79,865	88,634
5	32,014	34,435	37,063	39,878	42,903	46,168	49,679	53,450	57,513	61,888	66,589	74,615	82,830	91,932
6	33,159	35,676	38,392	41,305	44,444	47,825	51,458	55,369	59,577	64,105	68,975	77,291	85,795	95,230
7	34,304	36,915	39,719	42,735	45,981	49,482	53,237	57,286	61,637	66,322	71,364	79,969	88,760	98,531
8	35,450	38,148	41,048	44,163	47,519	51,133	55,020	59,200	63,702	68,541	73,753	82,642	91,730	101,825
9	36,601	39,384	42,372	45,592	49,058	52,787	56,802	61,114	65,759	70,761	76,141	85,314	94,698	105,121
10	37,744	40,621	43,701	47,018	50,599	54,441	58,584	63,031	67,820	72,975	78,528	87,989	97,665	108,420
11	38,890	41,856	45,027	48,453	52,137	56,097	60,364	64,947	69,884	75,195	80,919	90,661	100,632	111,716
12	40,038	43,091	46,356	49,876	53,679	57,751	62,145	66,862	71,945	77,414	83,305	93,336	103,596	115,018
13	41,182	44,328	47,684	51,305	55,214	59,405	63,929	68,777	74,004	79,631	85,695	96,007	106,563	118,310
14	42,331	45,563	49,013	52,735	56,752	61,061	65,706	70,693	76,064	81,848	88,079	98,684	109,530	121,610
15	43,477	46,800	50,338	54,163	58,291	62,712	67,491	72,610	78,129	84,066	90,470	101,355	112,497	124,905
16	44,622	48,039	51,665	55,588	59,828	64,369	69,272	74,525	80,189	86,289	92,857	104,031	115,465	128,205
17	45,771	49,271	52,992	57,018	61,370	66,022	71,052	76,441	82,249	88,506	95,244	106,705	118,429	131,504
18	46,917	50,506	54,322	58,448	62,904	67,678	72,833	78,360	84,309	90,723	97,634	109,377	121,397	134,796
19	-	-	55,648	59,879	64,443	69,330	74,616	80,272	86,372	92,942	100,019	112,051	124,366	138,096
20	-	-	-	-	-	-	76,398	82,188	88,434	95,161	102,409	114,723	127,331	141,394
21	-	-	-	-	-	-	-	-	-	97,376	104,797	117,398	130,299	144,691
X	47,306	50,920	56,104	60,387	64,993	69,916	77,052	82,896	89,201	98,215	105,709	118,425	131,448	145,953

Calendar Year 2020

Annual Increase 2.99% through One Step Increase

Step	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 13	Grade 14	Grade 15	Grade 16
1	27,211	29,250	31,505	33,890	36,456	39,231	42,223	45,418	48,870	52,593	56,586	63,403	70,399	78,117
2	28,300	30,420	32,766	35,246	37,914	40,800	43,912	47,235	50,825	54,697	58,850	65,939	73,215	81,242
3	29,432	31,637	34,076	36,656	39,430	42,432	45,669	49,124	52,858	56,885	61,204	68,577	76,144	84,492
4	30,611	32,913	35,442	38,128	41,017	44,138	47,501	51,099	54,983	59,169	63,662	71,333	79,198	87,887
5	31,790	34,190	36,807	39,600	42,602	45,844	49,331	53,074	57,110	61,453	66,122	74,089	82,253	91,284
6	32,971	35,465	38,171	41,071	44,186	47,549	51,165	55,049	59,233	63,739	68,580	76,846	85,306	94,680
7	34,150	36,743	39,540	42,540	45,772	49,255	52,997	57,024	61,358	66,021	71,037	79,602	88,360	98,077
8	35,330	38,018	40,906	44,013	47,355	50,961	54,829	58,999	63,480	68,305	73,498	82,360	91,414	101,477
9	36,510	39,289	42,276	45,483	48,939	52,662	56,665	60,970	65,606	70,590	75,958	85,113	94,472	104,869
10	37,696	40,561	43,639	46,955	50,525	54,366	58,500	62,941	67,725	72,877	78,418	87,865	97,529	108,265
11	38,872	41,836	45,007	48,424	52,112	56,069	60,335	64,916	69,848	75,157	80,876	90,620	100,585	111,662
12	40,053	43,107	46,373	49,901	53,696	57,775	62,169	66,889	71,973	77,443	83,339	93,372	103,640	115,057
13	41,235	44,380	47,742	51,367	55,284	59,478	64,003	68,861	74,096	79,728	85,796	96,127	106,694	118,457
14	42,413	45,653	49,109	52,839	56,865	61,181	65,840	70,833	76,217	82,012	88,257	98,878	109,750	121,848
15	43,597	46,926	50,479	54,312	58,449	62,887	67,671	72,807	78,339	84,295	90,712	101,634	112,805	125,246
16	44,777	48,199	51,843	55,782	60,034	64,587	69,509	74,781	80,465	86,580	93,175	104,385	115,861	128,640
17	45,956	49,475	53,210	57,250	61,617	66,294	71,343	76,754	82,587	88,869	95,633	107,142	118,918	132,038
18	47,139	50,744	54,576	58,723	63,205	67,996	73,177	78,727	84,708	91,152	98,092	109,896	121,970	135,436
19	48,320	52,017	55,946	60,196	64,785	69,702	75,011	80,703	86,830	93,436	100,553	112,648	125,027	138,826
20	-	-	57,312	61,670	66,370	71,403	76,847	82,673	88,955	95,721	103,009	115,401	128,085	142,225
21	-	-	-	-	-	-	78,682	84,646	91,078	98,006	105,471	118,153	131,138	145,621
22	-	-	-	-	-	-	-	-	-	100,288	107,930	120,908	134,195	149,017
X	48,720	52,443	57,781	62,193	66,936	72,007	79,356	85,375	91,868	101,152	108,870	121,966	135,379	150,317

APPENDIX C

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 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 Chief Human Resources Officer 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 2016-2020 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 thereafter.

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

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 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, 2020.



INTEROFFICE MEMO
Office of Human Resources

DATE: August 27, 2008

COPIES TO:

TO: Patty Lucas, President OCCCSA

FROM: D. Arnie Oudenhoven

SUBJECT: Memorandum of Understanding – Lag Payroll

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**.¹

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 E



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.

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