

**CONTRACTUAL AGREEMENT BETWEEN THE  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 502**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, COUNCIL 31  
AFL-CIO**

**July 1, 2021 through June 30, 2025**

TABLE OF CONTENTS

Preamble ..... 1

Recognition ..... 1

Article 1 Rights of the Board ..... 1

Article 2 Preamble ..... 1

Article 3 Union Security ..... 2

Article 4 Grievance Procedure ..... 2

Article 5 Discipline ..... 4

Article 6 Work Hours ..... 4

Article 7 Non-Discrimination ..... 5

Article 8 Union Rights ..... 5

Article 9 Probationary Employees ..... 6

Article 10 Seniority ..... 6

Article 11 Layoff and Recall ..... 7

Article 12 Working Conditions, Safety and Health ..... 7

Article 13 Savings Clause ..... 8

Article 14 Personnel Files ..... 8

Article 15 No Strike or Lockout ..... 8

Article 16 Subcontracting ..... 8

Article 17 Authority of Contract ..... 9

Article 18 Breaks and Overtime Assignments ..... 9

Article 19 Uniforms ..... 10

Article 20 Leaves and Benefits ..... 10

Article 21 Wages ..... 10

Term of Agreement ..... 11

Signature Page ..... 11

**PREAMBLE**

This Agreement, entered into by The Board of Trustees of Community College District No. 502 (“Board”) College of DuPage hereinafter referred to as the Employer, and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, for and on behalf of Local \_\_\_\_\_, hereinafter referred to as the Union, hereby enter into this Agreement which is meant to cover the terms and conditions of employment for bargaining unit certified by the Illinois Educational Labor Relations Board in case No. 2020-RC-0009-C.

**ARTICLE 1 – RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours and other conditions of employment as determined by law for employees in the bargaining unit in compliance with the certification issued by the Illinois Educational Labor Relations Board in case No. 2020-RC-0009-C. The bargaining unit consists of all employees in the following full-time and permanent part-time position employees of the College DuPage:

Included: All full-time and regularly employed part-time custodial and bus drivers, including the Custodian I, Custodian II, Shuttle Bus Driver, and Custodial Group Leader.

Excluded: Supervisor of Custodial Operations and all other Supervisory, Managerial and Confidential employees as defined by the Act.

“Employee” shall mean members of the bargaining unit defined above.

**ARTICLE 2 – RIGHTS OF THE BOARD**

**GENERAL RECOGNITION OF RIGHTS OF THE BOARD**

Subject to the provisions of this Agreement and except as expressly provided otherwise by the terms of this Agreement, the Board of Trustees reserves and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities which include, but are not limited to the following: direct the employees, including the right to assign work; hire, evaluate, promote, train, and schedule employees in positions with the employer; suspend, demote, discharge, or take other disciplinary action against employees for just cause as deemed necessary and subject to the grievance section; increase, reduce, change, modify, or alter the composition and established size of the workforce after notification to the union; change or eliminate existing methods, equipment, or facilities; determine the locations, methods, means, and personnel by which new or temporary operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased; control, supervise, operate, and manage the College and its employees; make and issue work rules, policies, and procedures for the direction of employees with notice to the Union as appropriate; determine the way work will be accomplished; and the use of outside contractors as needed to perform bargaining unit work.

The Board of Trustees also retains all rights, authority, and discretion which are exclusively invested in the Board of Trustees or the President under governing law, ordinances, rules, and regulations as set forth in the Constitution and laws of the State of Illinois and of the United States. It is normally recognized that the Board exercises most of its powers, rights, authorities, duties, and responsibilities through the President and members of the administrative staff.

### **ARTICLE 3 – UNION SECURITY**

#### **Section 1. Deductions**

Upon receiving written notice of authorization from the Union, the Employer shall deduct the amount of the Union dues and the initiation fee, if any, set forth in such form and any authorized increase therein, each payroll period from the wages of the employee and shall remit such deductions to the Union at the address designated by the Union in accordance with the laws of the State of Illinois after the deductions have been made. The Union shall advise the Employer of any increase in dues, in writing, at least fifteen (15) days prior to its effective date.

#### **Section 2. Information to the Union**

The Employer shall forward to the Union a list to accompany the payments provided pursuant to Sections 2.1 of this Article. This list shall include all bargaining unit employees including the name, last four digits of each employee's social security number, and the amounts by each employee who has paid the dues as well as the amounts paid by those employees. At least once per month and upon request, the Employer shall also provide to the Union, in an Excel file or other editable digital file format, the employee's job title, worksite location, work telephone numbers, employee identification number if available, and any home and personal cellular telephone numbers on file with the Employer, date of hire, work email address, and any personal email address on file with the Employer. In addition, within ten (10) calendar days from the date of hire of a bargaining unit employee, the Employer shall provide to the Union, in an Excel file or other editable digital file format, the following information about the new employee: the employee's name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Employer, date of hire, work email address, and any personal email address on file with the Employer.

#### **Section 3. Indemnification**

The Union shall indemnify and hold the Employer harmless against any claim, demand, suit, or liability arising from any action taken by the Employer in complying with this Article.

### **ARTICLE 4 – GRIEVANCE PROCEDURE**

A grievance is defined as a dispute over an alleged violation, misinterpretation, or misapplications of a specific article or section of this Agreement. Any individual covered by this Agreement who allegedly has been aggrieved may file a grievance. Any and all adjustments resulting from use of this procedure must be consistent with the terms of this Agreement. The grievance will be submitted in writing, signed by the alleged grieving employee(s), and will list the specific articles

violated, describe the alleged incident, and specify the remedy requested. For purposes of this section, a working day is defined as a day when the College Business Office is open. Unless mutually agreed by the Board and the Union in writing, the following step process must be followed without exception.

Step 1 An effort shall be made to resolve the grievance through informal discussion with the Supervisor of Custodial Operations or the Manager of Custodial Operations. If still unresolved, the grievance may be filed in writing with the Manager of Custodial Operations, provided such shall be filed not later than ten (10) working days following the event or action giving rise to the grievance. If requested by the Manager of Custodial Operations, the grievant shall meet to discuss the grievance. A written answer to the grievance shall be given to the grievant no later than ten (10) working days following the meeting or the submission of the grievance, whichever shall be later.

Step 2 If the grievance is not settled satisfactorily as provided in Step 1, the grievance may be appealed in writing to the Director of Facilities within ten (10) working days after the Manager of Custodial Operation's answer to Step 1. The written statement of the grievance shall be signed by the aggrieved employee(s) and shall include a statement of the provision(s) of the Agreement alleged to be involved and of the relief requested. The Director of Facilities or designee shall schedule a conference with the aggrieved employee and a Union representative within ten (10) working days of the appeal to Step 2 and shall answer the grievance in writing within ten (10) working days after the conference.

Step 3 If the grievance is not settled in Step 2 and the employee desires to appeal, the employee shall appeal in writing to the College's Vice President of Administrative Affairs or designee within ten (10) working days of the date of the College's Step 2 answer. The Vice President of Administrative Affairs or designee shall investigate and answer within ten (10) working days.

Step 4 In the event the determination of the Vice President of Administrative Affairs is not satisfactory to the Union, and within twenty (20) days of an unsatisfactory answer in Step 3, the Union shall request in writing that the dispute be submitted to final and binding arbitration. Unless the Union and the Board mutually agree upon an arbitrator, the parties shall request a list of arbitrators from FMCS. The Union and the Board will alternate the striking of the names until one name is remaining. Except as provided by law, the parties shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The fees and expenses of the arbitration (including stenographic expenses if mutually requested) shall be equally paid by the Union and the College. Each party will bear its own attorney fees and costs for the arbitration.

A grievance must be filed and appealed within the time limits previously set forth above, or the grievance shall be considered settled on the basis of the last answer given. Steps in the grievance procedure may be waived with mutual agreement of both the Union and the College. If a grievance is not heard and answered at any step in the process, the employee or Union may proceed to the next step in the process. Failure on the part of the College to respond in writing to any grievance at any step shall not be deemed an admission or a granting of the grievance.

The College recognizes the legal right of the Union to information necessary to process grievances. Upon reasonable request, the College will provide the Union with such relevant information as is required by law.

Employees will be permitted reasonable time off during regularly scheduled work hours of the employee without loss of pay in order to process grievances up to and including arbitration. The College will provide a reasonable meeting space for the employee or Union representative to investigate or process a grievance as maybe appropriate. No employee shall be permitted to leave the worksite during working hours without prior approval of the Director of Facilities to file or process a grievance. In no event shall the processing of grievances interfere with the normal operations of the College.

## **ARTICLE 5 – DISCIPLINE**

### **Section 1. Right To Discipline**

The College has the right to discipline an employee for cause which includes but is not limited to violations of any of the rules, policies or procedures of the College, insubordination, acts of dishonesty, falsification of records, poor job performance and attendance, rude or insulting behavior directed towards others, possession of alcohol or illegal drugs, possession of a weapon, misuse of College resources, failure to follow safety rules, violence in the workplace, or any act of misconduct. The employee and the Union have the right to appeal any discipline using the above grievance procedure starting at Step 2. Discipline shall include reprimands (oral and written), suspension, and discharge. In the event of a discharge, at the election of the Union, any appeal thereof shall begin at Step 4 of the grievance procedure.

### **Section 2. Manner Of Discipline**

The College will take reasonable measures to not discipline an employee in a manner that would cause embarrassment in front of other employees, students or members of the public.

### **Section 3. Right To Union Representation**

The College will afford an employee the right to representation before conducting a pre-disciplinary interview and will not deny access to the Union unless per the directive of the employee.

## **ARTICLE 6 – WORK HOURS**

The College reserves the right to change work schedules whenever, in the opinion of the College, circumstances warrant. In such cases, the College will attempt to make such changes with a minimum of 14 days-notice. Emergencies, as solely determined by the College, may preclude such notice.

## **ARTICLE 7 - NON-DISCRIMINATION**

### **Prohibition Against Discrimination**

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted under the Illinois Educational Labor Relations Act or by this Agreement or lawful activities on behalf of the Employer or the Union.

The Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical disability, sexual orientation, transgender status or other non-merit factors.

## **ARTICLE 8- UNION RIGHTS**

### **Section 1. Union Activity During Working Hours**

Employees shall, after giving appropriate notice to their Supervisor, be allowed reasonable time off, with pay, during working hours to attend the formal meetings with the Employer referenced in the Discipline and Grievance Articles of this Agreement, the meetings of any committee authorized by this Agreement and new employee orientation if such attendance does not substantially interfere with the Employer's operations.

### **Section 2. Access to Premises by Union Representatives**

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative.

### **Section 3. Union Bulletin Boards**

A bulletin board shall be made available for the sole and exclusive use of the Union in the employees break room.

### **Section 4. Union Orientation**

*New Hires* – The Union shall conduct union orientation for each new bargaining unit employee during the employee's first two weeks of employment in the bargaining unit (unless the Union chooses another date) at a time mutually agreeable to the parties. Alternatively, the Union may choose to conduct less frequent group orientations, including orientations conducted in conjunction with new employee orientations conducted by the Employer. The Union orientation period shall be one (1) hour, and shall take place during employees' regular working hours with no loss of pay to the employees involved.

## **ARTICLE 9 - PROBATIONARY EMPLOYEES**

### **Section 1. Probationary Period**

An employee is a probationary employee for their first one hundred eighty (180) calendar days of employment.

### **Section 2. Promotional Probationary Period**

A promoted employee may be returned to their former position classification (provided that the position has not been filled) anytime within one hundred eighty (180) days after such promotion due to inability to perform duties and responsibilities of the newly promoted position classification.

### **Section 3. Seniority**

A probationary employee shall have no seniority until they have completed their probationary period. Upon completion of their probationary period, they will acquire seniority from their date of hire.

## **ARTICLE 10 – SENIORITY**

### **Section 1. Definition of Seniority**

Seniority within this collective bargaining unit is determined by an employee's length of continuous service with the Employer in a bargaining unit position. There shall be no seniority among employees serving an original probationary period within this collective bargaining unit. Upon successful completion of the original probationary period, an employee shall acquire seniority retroactive to the date of hire with the Department.

### **Section 2. Termination of Seniority**

Seniority shall be terminated when an employee:

- a) Voluntarily resigns, provided that he is not re-employed to a position covered by this Agreement within (1) year.
- b) Is discharged for just cause;
- c) Retires;
- d) Is absent for five (5) consecutive days without proper authorization unless it is due to circumstances beyond the employee's control;
- e) Is on layoff for more than eighteen (18) months.



f) Fails to return to work at the conclusion of an approved leave of absence or an approved extension thereof unless the employee's failure to return and failure to obtain an extension are due to circumstances beyond the employee's control.

### **Section 3. Seniority While on Leave of Absence**

Employees shall retain and accrue seniority while on paid leaves. Employees will not accrue seniority on any unpaid leave of absence.

## **ARTICLE 11 - LAYOFF AND RECALL**

### **Section 1. Procedure**

The College shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, such layoffs shall be in the inverse order of seniority by classification. All employees in their new hire probationary period, contract employees and temporary employees in bargaining unit positions shall be laid off prior to any non-probationary employee.

### **Section 2. Recall Rights**

Recall rights for employees who are not in their new hire probationary period shall exist for an eighteen (18) month period. Laid off employees shall be recalled in accordance with the reverse application of the procedure for layoff.

### **Section 3. Notice**

The College shall notify those employees that may be laid off and AFSCME in writing at least thirty days prior to an intended date of a planned layoff.

## **ARTICLE 12 - WORKING CONDITIONS, SAFETY AND HEALTH**

### **Section 1. General**

The Employer shall provide a safe work environment for all employees and shall comply with all applicable rules, regulations, and standards established by the Illinois Department of Labor. The Employer, the Union and all bargaining unit employees shall communicate as necessary to achieve this purpose.

### **Section 2. Personal Protective Clothing and Equipment**

All personal protective clothing and equipment required by the Employer shall be furnished and maintained by the Employer without cost to the employees.

### **Section 3. Unsafe Work**

An employee will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

If an employee becomes aware of a potentially unsafe or hazardous condition, the Employee must report this situation immediately to their supervisor. The Employee and the supervisor will review any applicable rules, direction of protocols related to the assigned task. The supervisor will address any unsafe or hazardous condition before returning the employee to complete the assignment. If a building is evacuated due to an active bomb threat or terrorist attack, no Employee will be asked to respond in a fashion beyond that for which they have been trained for their role at the College, asked to search for a bomb or intervene in a terror attack.

### **ARTICLE 13 - SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

In the event of any provision of this Agreement is deemed unlawful, unenforceable or not in accordance with applicable statutes, the parties will negotiate over the subject matter of the provision in question for purposes of bringing that provision in compliance with the law.

### **ARTICLE 14 - PERSONNEL FILES**

#### **Section 1. Employee Review**

Employees shall be entitled to full access to their personnel file as prescribed in 820 ILCS § 40 *et seq.* Employees and/or their Union representative, if authorized by the employee, shall have the right, upon request, to review and copy, under supervision, the contents of their personnel file.

#### **Section 2. Employee Notification**

A copy of any disciplinary action that is placed in the employee's personnel file shall first be served upon the employee.

### **ARTICLE 15 - NO STRIKE OR LOCKOUT**

This Agreement contains a grievance resolution procedure which provides for final and binding arbitration of disputes concerning the administration and interpretation of this Agreement. During the term of this Agreement, there shall be no strikes. In addition, no lockout of employees shall be instituted by the Employer during the term of this Agreement.

### **ARTICLE 16 – SUBCONTRACTING**

The College maintains the right to subcontract bargaining unit work based on the operational needs of the College.

## **ARTICLE 17 - AUTHORITY OF CONTRACT**

All policies of the College, Employee Handbooks, Rules of Conduct and Work Rules in effect as of the effective date of this Agreement are hereby incorporated by reference. The Employer and Union agree that where the Employee Handbook contradicts this Collective Bargaining Agreement, the terms of this Collective Bargaining Agreement shall govern. Should the College implement any changes to its policies, rules or procedures, it will notify the Union before the implementation of any change to the extent practical in accordance with Illinois law.

## **ARTICLE 18 – BREAKS AND OVERTIME ASSIGNMENTS**

### **Section 1. Breaks**

#### **(a) Rest Periods**

For each eight hour shift, there shall be two (2) paid rest periods of fifteen (15) minutes each during each regular shift; one during the first half of the shift and one during the second half of the shift.

#### **(b) "Meal Periods"**

Work schedules shall provide for the workday to be broken at approximately mid-point by an uninterrupted, unpaid meal period of thirty (30) minutes. Employees shall have the right to leave the work site during such periods. Breaks may not be combined with the meal period .

### **Section 2. Overtime Procedure**

The College will establish an overtime rotation list (the "List") based on seniority. The list will include the names of all Custodians I & II (which includes the Shuttle Bus Driver) and Custodial Group Leaders that wish to be considered for overtime. Prior to the creation of the List, all employees covered by this Agreement will be given the opportunity to inform the College of whether or not they wish to be considered for scheduled overtime. Employees that indicate that they wish to be considered for scheduled overtime will be included on the List. AFSCME will be provided with a copy of the initial list. Employees will be offered overtime from the List based off of seniority of length of service within the College. When new employees are hired, the College will ask the new employee if they wish to be considered for scheduled overtime, upon which time (depending on the response) the List will be updated. Employees are free to change their designation at any time, and the List will be updated. Should an employee refuse or be unavailable for the scheduled overtime, the next most senior person shall be offered overtime. Once the labor needs have been satisfied for a scheduled overtime, the last employee selected for overtime shall be placed at the bottom of the List for purposes of future eligibility. A refusal to work offered overtime or being unavailable for the offered overtime shall be counted as acceptance of the assignment for purposes of determining future eligibility.

These provisions will not apply to situations where special qualifications of an individual preclude the use of the List, including but not limited to licensing and/or special training or experience requirements in the sole opinion of the Manager of Custodial Operations or designee. Scheduled overtime will be that which is pre-determined and posted on the periodically prepared work schedule. Scheduled overtime does not include emergency, early call-in or hold-over situations.

Damages in any grievance related to this article will be awarded with future scheduled assigned overtime only for the number of hours not properly scheduled.

For purposes of this provision only, “designee” shall not include any member of the College of DuPage AFSCME bargaining unit.

### **Section 3. Call-Back Pay**

Any employee called back to work outside of their regularly scheduled shift or on their scheduled days off shall be paid a minimum of three (3) hours pay at the applicable rate.

## **ARTICLE 19 – UNIFORMS**

At the beginning of employment, each Employee shall be furnished with five (5) new golf style shirts, and one (1) safety colored winter coat. Employees are required to wear clean uniforms in good repair. Laundering of uniforms shall be the responsibility of the Employee.

Each year the College will provide each Employee four (4) golf style shirts, one (1) pullover knit hats and one (1) pairs of winter gloves. The College shall provide replacement articles for any article presented with significant unintentional damage. Employees that report to work claiming lost, forgotten or stolen hats or gloves will be charged for replacements.

While wearing any of the College provided uniform items, any College logo shall be visible and prominently displayed.

## **ARTICLE 20 – LEAVES AND BENEFITS**

The College Agrees to provide the full-time bargaining unit employees with the same leave and benefits provided to classified staff through the College’s document titled, “Classified Staff Full Time & Part Time Benefited (30+ Hours) Summary of Benefits” as amended from time to time by the Board of Trustees.

## **ARTICLE 21 – WAGES**

Increase in the hourly wage rates for FY 2022 (July 2021) will be based on the prior year’s Consumer Price Index for Urban Consumers percentage (as reported by the Bureau of Labor Statistics) plus one-half percent (0.5%); with total increases not to be less than one percent (1%) or more than three percent (3%) to be implemented consistent with increase process in place for non-represented Classified Staff. Increases will be reflected on the soonest possible pay period following the Union’s ratification and Board of Trustees’ approval of the CBA provisions with retroactive wages to be paid retroactive to July 1, 2021 via a separate check.

Increase in the hourly wage rates for FY 2023 (July 2022) FY 2024 (July 2023) and FY 2025 (July 2024) will be based on the respective prior year’s Consumer Price Index for Urban Consumers percentage (as reported by the Bureau of Labor Statistics) plus one-half percent (0.5%); with total

increases not to be less than one percent (1%) or more than three percent (3%) in either year to be implemented consistent with increase process in place for non-represented Classified Staff.

The following minimum wage rates will be in effect:

Position

Custodian I \$13.55 the hour

Custodian II \$14.34 the hour

Custodial Group Leader \$16.13 the hour

Shift differential rates: \$0.55 for rotating shifts, \$0.65 for afternoon shifts, and \$0.90 for the night shift.

**TERM OF AGREEMENT**

This Agreement shall be effective for the period July 1, 2021 through June 30, 2025. All conditions and benefits will be effective from July 1, 2021. In the event no subsequent agreement is reached by June 30, 2025, the existing Agreement shall remain in effect until such time as a new Agreement can be reached.

The Agreement is signed this 19<sup>th</sup> day of August, 2021

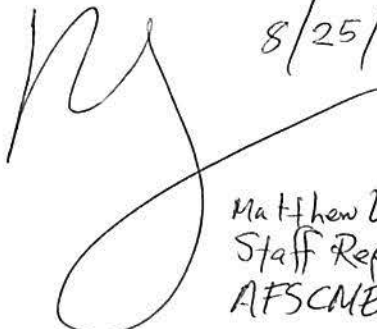
In witness thereof:

Board of Trustees

American Federation of State, County and  
Municipal Employees, Council 31, AFL-CIO

Maureen Dunne  
Maureen Dunne  
Chairperson, College of  
DuPage Board of Trustee  
Community College District #502

Christine M. Fenne  
Christine M. Fenne  
Vice Chairperson, College of  
DuPage Board of Trustee  
Community College District #502

 8/25/2021  
Matthew Lange  
Staff Representative  
AFSCME Council 31