

AGREEMENT

JULY 1, 2007 TO JUNE 30, 2010

COLLEGE OF DUPAGE BOARD OF TRUSTEES

AND

LOCAL NO. 399, INTERNATIONAL UNION OF OPERATING ENGINEERS

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## ***PREAMBLE***

WHEREAS, College of DuPage Board of Trustees (Board) and the International Union of Operating Engineers Local No. 399 (Union) have endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting the Board's relations with its employees insofar as such practices are appropriate to the obligations of the Board to retain the right to operate College of DuPage (hereinafter referred to as the "College") in a responsible and efficient manner and are consonant with the paramount interests of the public and the students of the College.

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Board by the statutes of the State of Illinois.

WHEREAS, it is the intention of the parties to the Agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and other employment conditions of the employees covered by this Agreement, to promote the maximum productivity of such employees, to prevent interruptions of work and interference with the efficient operation of the College, and to provide an orderly and prompt method for handling and processing grievances;

NOW THEREFORE, the parties agree with each other as follows:

## ***Article I***

### **RECOGNITION**

The Board recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and part-time operating engineers and maintenance mechanics employed in the Engineering Department, but excluding the chief operating engineer, assistant chief engineer, secretaries, all other employees, and any other managerial, supervisory, confidential, temporary, or part-time academic employees or students as defined under Section 2 of the IELRA.

“Employee” shall mean those people included in the bargaining unit.

## ***Article II***

### **RIGHTS OF THE BOARD**

#### **GENERAL RECOGNITION OF RIGHTS OF THE BOARD**

Subject to the provisions of the 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:

- a. determine the budget of the employer and all departments;
- b. determine control and exercise discretion over the organization and efficiency of operations;
- c. direct the employees, including the right to assign work;
- d. hire, evaluate, promote, train, and schedule employees in positions with the employer;

- e. suspend, demote, discharge, or take other disciplinary action against the employees as deemed necessary subject to the grievance section;
- f. increase, reduce, change, modify, or alter the composition and established size of the workforce after notification to the union;
- g. set standards for services to the public;
- h. change or eliminate existing methods, equipment, or facilities;
- i. determine the purpose of each of its service areas;
- j. 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;
- k. control, supervise, operate, and manage the College and its employees;
- l. make and issue work rules, policies, and procedures for the direction of employees after notification to the Union;
- m. determine the way work will be accomplished;
- n. the use of outside contractors subject to the maintenance of the established workforce and standard scheduled hours;
- o. determine and administer educational policy.

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 III*

### GRIEVANCE AND APPEAL PROCEDURES

#### A. GRIEVANCE PROCEDURE

A grievance is defined as a complaint that there has been an alleged violation, misinterpretation, or misapplications of a specific article or section of this Agreement.

Any individual, nonprobationary employee 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.

In the event the grievance does not involve the supervisor, the grievance shall be initiated at Step 2.

In the grievance and appeal procedures, a working day is defined as a day when the Business Office is open.

Step 1 An effort shall be made to resolve the grievance through informal discussion with the Chief Engineer, or the Assistant Engineer in the event of an absence of the Chief Engineer. If still unresolved, the grievance may be filed in writing with the Chief Engineer or Assistant Engineer, provided such shall be filed not later than three (3) working days following the event or action giving rise to the grievance. If requested by the Chief Engineer or immediate supervisor, 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 next level of supervision or designee within ten (10) working days after the Chief Engineer's or immediate supervisor'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 appropriate supervisor or designee shall schedule a conference with the aggrieved employee and his 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, and within twenty (20) days of an unsatisfactory answer in Step 3, the parties with the consent of the union grievance committee may mutually agree upon an arbitrator if the employee so requests in writing. If the parties cannot agree on an arbitrator within twenty (20) working days after the notification of intent to seek arbitration, the parties shall request a list of arbitrators from the American Arbitration Association. The Union and Board,

independent of one another, will strike unacceptable names from the list. Names remaining are ranked in order of preference with "1" used for most favored name. The American Arbitration Association, after receiving both lists, will assign the arbitrator with the lowest composite ranking. If no name was preferred by both parties, the same procedure will be repeated until agreement is achieved. 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 costs of preparation and argument. 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 may proceed to the next step in the process. Failure or refusal of the Employer to meet with the Union representative for arbitration in accordance with the grievance procedure unless other appropriate legal steps are taken by the employer shall render the Union free to take any lawful action against the Employer.

B. GRIEVANCE FILES

The Office of Human Resources is charged with the responsibility of maintaining official files for all grievance cases. These files shall include a record of meeting dates, times, participants, evidence submitted, and all written communication regarding each case. These grievance files shall be kept separate from all other personnel files.

*Article IV*

MISCELLANEOUS

A. UNION RESPONSIBILITIES

The Union agrees that it will not conduct Union business during working hours and that requests for meeting room space must be cleared through the Director of Human Resources.

B. LANGUAGE

The use of profane and abusive language in and about the College premises is strictly prohibited.

C. FAIR SHARE

Each bargaining unit member, as a condition for his/her employment, on or before thirty (30) days from the date of hire or the effective date of this Agreement, whichever is later, shall join the Union or pay a fair share fee to the Union. Such a fair share fee shall be set by the Union and may be equivalent but may not exceed the amount of dues uniformly required of members of the Union.

In the event that the bargaining unit member does not pay his/her fair share fee directly to the Union by the 30 day limit, the Board (upon written notice from the Union) shall deduct the fair share fee from the wages of the non-member.

Such fee shall be paid to the Union by the Board no later than fifteen (15) days following deduction.

In the event of any legal action against the Board and/or College brought in court or administrative agency because of its compliance with the provisions of Fair Share, the Union agrees to defend such action, at its own expenses and through its own counsel, provided:

1. The College gives reasonable notice of such action in writing to the Union, and permits the Union intervention as a party if it so desires, and
2. The College agrees to cooperate with the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.

The Union agrees that in any action so defended, it will indemnify and hold harmless the Board, its members, officers, and employees from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the College's compliance with the Fair Share process.

D. JURISDICTION

In case jurisdictional disputes arise between representatives of Local 399, International Union of Operating Engineers, and those of other Unions, it is understood that such differences shall be settled among the unions concerned, with no stoppage of work.

E. WORKER'S TERMINATION OF EMPLOYMENT

Unless excused from this requirement by the Employer, or if termination of employment is occasioned by circumstances beyond the employee's control, the

employee will give the Employer ten (10) working days notice before terminating employment.

F. PROBATION

New employees shall serve a probationary period of 180 calendar days following the date of their employment. The Employer shall have the right to transfer or dismiss any employee for any reason whatsoever during the probationary period and the employee shall not have redress through the grievance or arbitration provisions within this Agreement.

G. DISCHARGE NOTICE

Except for discharge for intoxication, physical abuse of others, insubordination, habitual absences, gross negligence, willful destruction or theft of College property, or the unlawful use or possession of drugs or controlled substances, the Employer shall give to the employee written notice ten (10) days prior to the effective date of the discharge, or ten (10) days pay at option of the Employer, in addition to all other benefits which the employee had accrued to date of discharge. The day on which the notice is given shall be excluded from the ten-day period.

H. NOTIFICATION

The names and addresses of all employees newly hired or discharged shall be sent to the Union by the Chief Engineer within 72 hours after their hiring or discharge.

I. WORKER'S RESPONSIBILITY

Employees shall obey all orders of those in authority.

J. AVAILABILITY

The Union undertakes, when requested to do so, to stand ready to furnish the Employer reliable and competent engineers, if available.

K. ACTIVITY ACCESS

The College will provide the members of Local 399 access to College-wide social activities under the same terms and conditions as experienced by all other College of DuPage employees.

*Article V*

WORK HOURS

A. TEMPORARY ASSIGNMENT

An employee assigned by the supervisor to work in another classification on a temporary basis will be paid the rate for that classification beginning on the eleventh (11th) day of such assignment. Employees temporarily assigned to a lower grade classification for 11 or more days will not be reduced in pay rate.

B. SENIORITY

Seniority is the length of continuous service in the bargaining unit at College of DuPage. Employees with greater seniority will be provided first choice for layoff and call back when applicable within their respective classifications and/or lower classifications.

If employees with greater seniority do not voluntarily choose available layoff or call backs, layoff and call back will go to the less senior employees.

Seniority shall not be deemed to establish any right to the continuation of the performance of any work at the College nor to the continuation of any particular job classification or arrangement of duties within any job classification.

C. EMERGENCY CALL BACK

An employee who is called back to work outside his/her regularly scheduled shift after leaving the premises shall be paid for the hours worked, but at least a minimum of three (3) hours.

D. HOURS OF WORK & OVERTIME

The standard workweek shall consist of forty (40) hours standard scheduled hours exclusive of the lunch period.

The workweek for payroll purposes will commence at the beginning of the first shift on Sunday and terminate at the end of the last shift on Saturday. The workday shall be a period of twenty-four (24) consecutive hours commencing with the starting time of the employee's shift. Full-time employees shall be required to work at the regular hourly rate for forty (40) hours per week. Employees may be assigned to work any five (5) consecutive eight (8) hour days plus extra time as previously scheduled or as necessary for an emergency at the discretion of the employer. Time worked in excess of forty (40) hours per week will be compensated at one and one-half times the employee's regular rate of pay.

For purposes of computing overtime, time worked will include holidays and vacation days.

E. SEMI-ANNUAL SCHEDULE (effective March 2008)

The College will prepare a semi-annual work schedule May 1 to October 31 and November 1 to April 30, posted on or before **March 15** and **September 15**, respectively. The schedule shall follow a pattern of replication intended to provide reasonable determination of work schedules for successive periods.

In cases where a position is known to remain open due to extended illness, injury, or termination, the College will provide five (5) weekdays notice for employees to determine voluntary coverage of the position.

If voluntary coverage for an open position is not received by the College within three (3) weekdays of notification, the College will select individuals utilizing an objective rotation method, initiating the selection process with the “next in line” recipient of overtime.

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 five (5) weekdays notice. Emergencies may preclude such notice.

Employees may request vacation time for periods of five days or more each year prior to the effective date of the schedule. The employee must make a concerted effort to give notice 4 weeks prior to any planned vacation of five days or more.

Employees will be responsible to secure replacement coverage if “on shift”. Vacation days requested after the effective date of the schedule and/or alternate vacation requests for denied vacation time will be reviewed in the order

received subject to the needs of the College. Vacations will remain subject to the provisions of Article VII of the agreement.

Nothing in this section is meant to preclude the requirement for extra scheduled time and/or emergency work as the needs of the College require.

Holidays shall be set as per the college academic calendar to suit the needs of the college and employees shall be scheduled as described above in a pattern of replication. While there may be a reduced need for staff on holidays, if an employee's normal schedule and pattern of replication causes the employee to be scheduled to work on a holiday, the employee is required to work or to request paid leave time, as per the normal procedure. If staffing levels for a holiday deviate from the posted schedule, the employees will be given notice no less than 30 calendar days prior to the holiday.

F. SHIFT and/or ROTATION

The College agrees that if a major change in shift times and/or rotation occurs, it will bargain the impact of such change with Local 399 upon demand provided such demand is served upon the College within 30 days of announcement of such change.

G. OVERTIME LISTS

The College will establish separate overtime rotation lists for Engineers and Mechanics. The overtime lists will be used by the Chief Engineer or designee to determine the selection of individuals for scheduled overtime. The College retains full and complete authority to determine whether to use the Engineer and/or Mechanic overtime list.

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/ experience requirements in the sole opinion of the Chief Engineer 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 Local 399 bargaining unit.

H. ON-CALL

When the Employer requires that an employee must be available and “on-call” for work and be able to report in a reasonable time, the employee shall be compensated at the rate of one (1) hour straight time for each eight (8) hour period or fraction thereof.

On-call pay shall be paid when the employee is clearly assigned by the Employer to be available to work and alter behavior by being within communication range, ready and able to answer the telephone or respond to pager, unimpaired and ready to work if called, and unengaged in other activities that might hinder the employee’s ability to respond promptly.

Employees assigned to be on-call who fail to respond or be available for work will be subject to disciplinary action. If an employee is assigned to be on-call by the

Employer and, due to an emergency, that employee must take him/herself off on-call status, it is the employee's responsibility to notify the Employer as soon as practicable.

Selection for on-call assignments will utilize the overtime lists, as per Article V, Paragraph G, to include both Engineers and Mechanics to request voluntary assignments. If no volunteers are secured, the employer will assign the employee who has had the least on-call assignments. Ties will be broken by seniority with the least senior employee assigned.

Nothing in the Section compels the Employer to assign an employee to be on-call, or impairs the Employer's right to utilize usual overtime procedures and contractual rights and obligations described in other Sections, such as Article V, Paragraph D, Overtime, or Article V, Paragraph C, Emergency Callback.

## *Article VI*

### WAGES

A. The following minimum wage rates will be in effect:

<u>Position</u>	<u>Effective 7/01/07</u>	<u>Effective 6/30/08</u>	<u>Effective 6/28/09</u>
Engineer	\$31.08	\$32.17	\$33.13
Maintenance Mechanic	\$28.89	\$29.98	\$30.88

B. All persons employed subsequent to this agreement as Maintenance Mechanics will start at \$1.00 per hour below the above rate and be increased to the minimum rate at the beginning of the pay period closest to the completion of twelve (12) months of service.

## *Article VII*

### BENEFITS

#### A. FRINGE BENEFITS

The College of DuPage will provide the following benefits to employees of the bargaining unit in the same manner and under the same conditions as they are provided to the Classified employees as a whole except where limits are noted below:

1. SURS Retirement
2. SURS Disability
3. Vacations:

<u>Years of Service</u>	<u>Annual Days</u>
0 - 5	13
6 - 10	18
11 - 15	23
16 or more	24

4. Holidays - 14 annually
5. Jury Duty
6. Paid Health Leave - limited to 16 days annually with maximum 300 days carryover.
7. Bereavement - limited to 3 days annually
8. Witness Duty - not related to College activities
9. Physical exam for military
10. Effective November 1, 2007:
  - A. A Medical/Dental/Vision insurance plan will be provided for unit members, with a unit member contribution of ten percent (10%) of the actual single premiums for the plans and options chosen by the unit member.

B. A Medical/Dental/Vision insurance plan will be provided for eligible dependents of unit members. Members contributions shall be a percentage of the actual family premiums for the plans and options chosen according to the following schedule:

- 1st year of coverage - Member contribution shall be 35% of premiums
- 2nd year of coverage - Member contribution shall be 26% of premiums
- 3rd year or more of coverage - Member contribution shall be 16% of premiums

- 11. Dental Insurance
- 12. Vision Insurance
- 13. Life Insurance limited to \$30,000 paid per employee
- 14. Tax Sheltered Annuities
- 15. Deferred Compensation
- 16. Tuition Scholarships
- 17. Tuition Reimbursement/Professional Dues - limited to \$600 annually - no union dues
- 18. Leaves of Absence (unpaid)
- 19. Reserve Duty (unpaid)
- 20. Summer Schedule - limited to 40 hours worked for 40 hours pay
- 21. Attendance Incentive - limited to 16 hours
- 22. Retirement Benefits:
  - A. Eligibility
    - An eligible retiree is one who:
      - 1. has completed at least 10 years of consecutive benefited service with District 502.
      - 2. meets the minimum age and/or years of service requirements to receive a SURS retirement annuity as of the date of retirement.
      - 3. submits written notice of intention to retire to the Office of Human Resources through the supervisor at least three months, but not more than 18 months, prior to retirement.

B. Benefits Accorded Those Meeting Eligibility for Retirement

1. Medical Coverage

- a. Eligible retirees may choose to enroll for the benefits available under the College Insurance Program provided by the State of Illinois.
- b. The College of DuPage will provide annual reimbursement for one retiree health insurance plan to eligible retirees upon evidence of proof of payment. Reimbursement is limited to the lesser of actual premiums paid, the cost of the state offered College Insurance Program (CIP), or \$1,400 per year if under age 65, \$900 per year if over age 65. If the CIP premium increases by 25% or more in any year, the college agrees to discuss these arrangements with the CPA Board Staff Committee.
- c. Any employee retiring and eligible under the retirement program (as indicated in A above) may purchase dependent medical/dental/vision insurance coverage through the college's insurance program at the prevailing rate for dependent coverage (1/2 of the prevailing rate if only a single dependent is covered) at the time of retirement and subject to any modifications in premium and coverage applicable to any other regular employee, provided the dependents had been covered for at least six months prior to retirement, until such dependents are no longer eligible per the plan document or are eligible for Medicare, whichever comes first.

If the retiree becomes eligible for spousal/dependent coverage by reason of employment, the employee shall take reasonable steps to apply for, obtain, and maintain such coverage at their own cost. Such coverage will be primary to College of DuPage coverage for its duration.

The Board retains the right to replace this coverage with any substantially equivalent coverage at its sole discretion. In addition, if at any time the premium for dependent coverage for benefits available under the College Insurance Program (CIP) provided by the State of Illinois is within 130% of the College of DuPage premium for this coverage, the Board may discontinue medical coverage for dependents.

- d. Any fee for COD premium payments will be deducted from health insurance credits and retirement payments, if any. Should coverage be continued after payments to the retiring employee cease, or any balance remains after deduction from credits and payments, the employee will make annual contributions prior to the anniversary date of the retiree's retirement to the college's Human Resources Office to pay for the coming year's insurance premium.

In order to maintain eligibility for College of DuPage health insurance, employees and/or dependents must maintain continuous coverage. If coverage is dropped at any time including but not limited to nonpayment of premium, it may not be reinstated.

B. UNIFORMS

Each employee shall be furnished with six (6) new uniforms at the beginning of employment. Laundering of uniforms shall be by the employee.

Employees are required to wear clean uniforms in good repair. Seven (7) additional uniform pieces (shirt or pant) will be provided to each employee annually thereafter. Employees may “mix and match” shirt and/or pant choices as the employee’s needs dictate. Employees must wear their College-furnished ID tag and employee furnished safety shoes.

Union members may be allowed to wear one union button or badge on their uniform as long as the button or badge is not more than 2 inches wide, high or in circumference. The button or badge shall not disrupt the uniform look of the provided uniform clothing and shall not include anything that might be seen as anti-college or anti-college administration, inflammatory, offensive or any other symbols or wording deemed inappropriate by the college administration.

Upon termination, uniforms must be returned to the College if the employee has less than one (1) year of service, or deduction from the last paycheck will be made for the six (6) uniforms.

In addition, the College will provide the following which will remain property of the College:

1. Insulated coveralls
2. General purpose coveralls

These garments will be available from the Chief Engineer when assigned duty which requires use of such garments in the opinion of the Chief Engineer.

C. INSURANCE STUDY ADVISORY COMMITTEE

Local 399 may appoint one representative as a member of the Insurance Study Advisory Committee, subject to approval of other committee members.

*Article VIII*

STANDARD RIGHTS

A. PRECEDENCE

This Agreement shall supersede any policies, procedures, rules, regulations, or practices of the College which shall be contrary to or inconsistent with the terms of this Agreement and shall constitute the entire Agreement between the parties.

B. SAVINGS CLAUSE

If any provision of this Agreement shall be found contrary to law, then such provision shall not be deemed valid except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

C. INTERRUPTION OF SERVICE

The Union agrees that it will not, during the term of this Agreement, directly or indirectly engage in, authorize, or instigate any picketing, any strike, slow down, or other refusal to render full and complete services to the Board/College. The Union will make an attempt to inform each of its members not to engage in any of these activities.

D. WAIVER AND ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right which might otherwise exist under any law, practice, or custom to negotiate over any matters, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Nothing in this section shall prevent the parties from the ability to voluntarily agree to discuss any matter of mutual concern with respect to wages, benefits or conditions of employment.

E. NON GUARANTEE

Recognition of the Union as bargaining agent is not intended to guarantee that any work currently or subsequently performed by employees covered by this Agreement shall continue to be performed by these employees. The College specifically retains the right to decide the nature of the specific work to be performed or whether it be performed at all. The College also retains the right to contract out any and all work of the

bargaining unit within the provisions of the management rights clause of this Agreement, i.e., if sufficient work is contracted out to warrant a reduction, change or modification in the size or composition of the workforce, it may be done after notification to the Union.

F. SUBCONTRACTING

The College agrees that if the College plans to subcontract the entire Engineering Department during the term of this collective bargaining agreement, it will bargain the impact of such change with Local 399 upon demand provided such demand is served upon the College within 30 days of announcement of such change.

## *Article IX*

### DEFINITIONS

A. POSITIONS - DEFINED

It is agreed that employees who, as a part of their regular duties and spend a majority of their time in the following operations, and are not otherwise excluded by the recognition statement of the Agreement, will be considered an operating engineer or maintenance mechanic and shall be primarily but not exclusively responsible for:

Operating and maintaining or assisting in operating and maintaining all heating, ventilating, and air-conditioning equipment (HVAC), co-generation equipment, turbine motors, pumps, air-compressors, ice and refrigerating machines, fans, siphons, also automatic and power-oiling pumps and engines, operating or assisting in operating, maintaining all instrumentation and appurtenances utilizing energy from nuclear fission or fusion and its products, such as radioactive isotopes.

B. TEMPORARY EMPLOYEES - DEFINE

Temporary employees may be used to replace existing positions in the bargaining unit when a unit employee is absent from work due to an approved leave for up to 120 days, subject to extension by agreement with the Union and Director of Human Resources. Nothing in this definition shall prevent the employer from staffing positions when services are voluntarily withheld by employees.

C. GENDER - DEFINED

Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender and visa versa.

*Article X*

DURATION OF AGREEMENT

This Agreement shall be effective for the period July 1, 2007 to June 30, 2010. All conditions and benefits will be effective from July 1, 2007 to June 30, 2010. In the event no subsequent agreement is reached by July 1, 2007, the existing Agreement shall remain in effect until such time as a new Agreement can be reached.

This Agreement is signed this 21st day of June, 2007.

College of DuPage

by \_\_\_\_\_ Chairman, Board of Trustees

Local No. 399, International Union of Operating Engineers

by \_\_\_\_\_

## APPENDIX

### DEFINITION OF EMERGENCY

An unforeseen circumstance or the resulting state that calls for action as judged by past practice and/or the Chief Engineer or designee.

# **LETTER OF AGREEMENT**

## **FAMILY HEALTH INSURANCE PREMIUMS**

AGREEMENT  
JULY 1, 2007 TO JUNE 30, 2010  
COLLEGE OF DUPAGE BOARD OF TRUSTEES  
AND  
LOCAL NO. 399, INTERNATIONAL UNION OF OPERATING ENGINEERS

### ***Article VII***

#### **BENEFITS**

10. Effective November 1, 2007:
  - A. A Medical/Dental/Vision insurance plan will be provided for unit members, with a unit member contribution of ten percent (10%) of the actual single premiums for the plans and options chosen by the unit member.
  - B. A Medical/Dental/Vision insurance plan will be provided for eligible dependents of unit members. Member contributions shall be a percentage of the actual family premiums for the plans and options.

Effective May 1, 2009, member contributions shall be 16% of premiums.