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, 2025 through June 30, 2028

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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, 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, 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.

<u>ARTICLE 5 – DISCIPLINE</u>

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.

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 predisciplinary interview and will not deny access to the Union unless per the directive of the employee.

ARTICLE 6 – WORK HOURS

Application: This Article is intended to define the normal hours of work and shall not be construed as a guarantee of a maximum or minimum daily or weekly work schedule.

<u>Schedules:</u> 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.

<u>Work Week:</u> The regular full-time workweek shall generally consist of forty (40) standard scheduled hours, exclusive of the lunch period. The workweek begins at 12:01 a.m. on Sunday and ends on the following Saturday at midnight.

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.

<u>ARTICLE 9 – PROBATIONARY EMPLOYEES</u>

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.

<u>ARTICLE 10 – SENIORITY</u>

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 leave. Employees will not accrue seniority on any unpaid leave of absence.

<u>ARTICLE 11 – LAYOFF AND RECALL</u>

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, and 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.

<u>ARTICLE 13 – SAVINGS CLAUSE</u>

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.

<u>ARTICLE 14 – PERSONNEL FILES</u>

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.

<u>ARTICLE 17 – AUTHORITY OF CONTRACT</u>

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.

<u>ARTICLE 18 – BREAKS AND OVERTIME ASSIGNMENTS</u>

Application: This Article is intended to define the normal hours of work and shall not be construed as a guarantee of a maximum or minimum daily or weekly work schedule. For purposes of this Article, "designee" shall not include any member of the College of DuPage AFSCME bargaining unit.

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 (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.

Section 3. Overtime Pay

All hours worked in excess of the normal forty (40) hours in a seven (7) day work period shall be compensated at the overtime rate of one and one half (1.5) times the employee's regular hourly rate-of-pay. All overtime hours must be approved by the Manager of Custodial Operations or designee.

Section 4. Emergency Call-Back Procedures and Pay

When an employee is called back for an emergency and/or snow removal, that employee will report to work within two (2) hours. Failure to report to call back assignments for emergency and/or snow removal, will be subject to progressive discipline. The employer will first seek volunteers from the scheduled overtime list. If not enough volunteers are available, the employer will assign emergency overtime by seniority. Once the labor needs have been satisfied for emergency and/or snow overtime, the last employee selected for overtime shall be placed at the bottom of the Emergency and/or snow Overtime List for purposes of future eligibility. Any employee called back to work outside of their regularly scheduled shift after leaving the premises or on their scheduled days off for unscheduled emergency and/or snow removal overtime shall be paid a minimum of three (3) hours straight time pay in addition to their pay for hours worked. These three (3) hours do not count towards the calculation of overtime for the workweek. Employees will be paid the applicable rate for all emergency hours worked, however, employees will be paid double time for hours worked on Sundays.

ARTICLE 19 – UNIFORMS

At the beginning of employment, each Employee shall be furnished with six (6) new golf style shirts or t-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 five (5) golf style shirts or t-shirts, one (1) pullover knit hats and one (1) pair 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 following leave and benefits in accordance with the College's benefit policies and eligibility practices as described in the Classified Staff Information Guidebook or All Employee Guidebook and as amended from time to time.

The College shall provide the following benefits:

BENEFIT	WHO PAYS	ELIGIBILITY	BENEFITS RECEIVED
VACATION	The College	After the first 120 days of benefited employment	Vacation is accrued each payroll period based on time worked (up to 40 work hours per week) according to the years of service below. Maximum carry-over accumulation as of June 30 each year is limited to 200 hours.

VACATION FOR EMPLOYEES HIRED BEFORE 7/1/2012

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YEARS OF COMPLETED SERVICE	VACATION DAYS PER YEAR		
Initial benefited hire date to less than 5 years	13		
5 years, but less than 10 years	18		
10 years, but less than 15 years	23		
15-16	24		
17 or more	25		

VACATION FOR EMPLOYEES HIRED ON OR AFTER 7/1/2012

YEARS OF COMPLETED SERVICE		VACATION DAYS PER YEAR		
Initial benefited hire date to less than 5 years		10		
5 years, but les	s than 10 years	1	15	
10 years	or more	2	20	
	SCHEDULING	VACATION TIME		
weeks' notice may be grant	ed if in the sole opinion of) weeks' notice. Any requests the employer, provided that of all vacation requests within the	perational and/or staffing	
HOLIDAYS	The College	Upon employment Floating holiday available after 120 days of benefited employment	14 holidays plus 1 floating: New Year's Eve Day, New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day & Friday after, Christmas Eve Day, Christmas Day, and 3 additional days	

			between Christmas Day and New Year's Eve Day.
SICK LEAVE	The College	Upon employment	11 workdays of sick leave per fiscal year. New employees receive 48 hours for the first 6 months (36 hours for 30 hour employees) with the balance available after 6 months. Maximum carryover is 300 days in addition to the current year accrual. Up to 44 hours per year can be used for illness in immediate family (spouse, child or parent).

Paid Leave for All Workers Act (PLAWA)

Paid Leave Full-time employees have up to five Paid Leave Days (40 hours) available each fiscal year on July 1. The five days are part of time off specifically prescribed by the Illinois Paid Leave for all Workers Act. The classified employee must generate a leave request via myACCESS (or TimeClock Plus) for all Paid Leave Days.

Hired on:	Hours Received/Fiscal Year:	Hours Received/Fiscal
	(FT Employee/40 hours per week or PT	Year:
	Employee/more than 20 hours per	(PT Employee/ 20 hours or
	week)	less per week)
July	40	20
August	36.75	18.50
September	33.5	16.75
October	30	15
November	26.75	13.50
December	23.5	11.75
January	20	10
February	16.75	8.50
March	13.5	6.75
April	10	5
May	6.75	3.50
June	3.50	1.75

Procedure for Paid Leave for All Workers Act (PLAWA Leave)

An eligible employee who is requesting foreseeable PLAWA leave must provide the supervisor with a seven (7) day notice. Notice for unforeseeable requests for PLAWA leave should be provided as soon as practically possible after becoming aware of the necessity of the leave. If the supervisor is unavailable for notification, voice mail and/or e-mail may suffice. If the employee does not call prior to the beginning of the shift, the day may be without pay, except in the case of

serious illness or accident, which would otherwise prevent notification. In those circumstances, notification must be made as soon as possible.

- Employees who are regularly scheduled to work more than 20 hours per week (≥0.51 FTE), upon employment, are eligible for up to 40 hours of paid leave per fiscal year specifically as prescribed by the Illinois Paid Leave for all Workers Act.
- Employees who are regularly scheduled to work 20 hours or less per week (≤0.50 FTE), upon employment, are eligible for up to 20 hours of paid leave per fiscal year specifically as prescribed by the Illinois Paid Leave for all Workers Act.
- A new employee of the College who commences employment after July 1 every fiscal year will receive a pro-rated number of PLAWA hours based upon their date of hire during their first year of employment. New employees are not eligible to use PLAWA leave hours until completing 90 days of employment with the College.
- PLAWA hours can be used in increments of at least one (1) hour per day. Unused PLAWA leave hours will NOT carryover from one year to the next and will not be paid out in the event of a separation from employment.

BENEFIT	WHO PAYS	ELIGIBILITY	BENEFITS RECEIVED
MEDICAL, DENTAL & VISION INSURANCE	The cost is shared between the College and the Employee	Upon employment	In accordance with the Plan Description(s).
BASIC LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT	The College	Upon employment	The College provides a \$50,000 basic term life insurance policy.
LONG TERM DISABILITY STATE UNIVERSITIES RETIREMENT SYSTEM (SURS)	Included as part of the 8% contribution to SURS	The Employee is eligible to receive this benefit after satisfying SURS requirements	As provided through SURS.
HEALTH LEAVE BANK	The College	6 months after enrollment	Health Leave Bank allows a match up to the Employee's accumulated sick leave as of the beginning of the fiscal year (7/1) after paid leave is exhausted (maximum of 60 days).
BEREAVEMENT DAYS	The College	Upon employment	Up to 5 bereavement days per incident for the death of an immediate family member and up to 3 bereavement days for other family members. These are subtracted from sick leave.

RETIREMENT BENEFITS	The College	Upon completion of 10 years of benefited consecutive service with COD and SURS minimum requirement to receive retirement benefit	Benefit eligible retiree is reimbursed up to \$2,200 for medical insurance premiums up to age 65; age 65 and over up to \$1,200 a year. \$10,000 paid life insurance policy for 5 years post-retirement. Retirees who were regularly scheduled to work 30 or more hours per week and their eligible dependents may take credit classes through the College, paying 1/2 of the in-district rate plus all fees.
WELLNESS	The College	Upon employment	Benefit eligible employees may participate in the Annual Health Screening event as arranged through the Benefits Department.
TUITION WAIVER	The cost is shared between the Employee and the College	Upon employment	Employees and their income tax dependents may take credit classes through the College with reduced tuition. Employees pay 1/3 of indistrict rates plus all fees. Employees and dependents may register on or after the registration date for Employees as published by the COD Registration Office. *
TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT	The College	After a 180 day probationary period	Up to \$1850 per fiscal year is available for tuition reimbursement with <i>prior approval</i> . Tuition reimbursement may apply to degree completion and general educational classes. Of the \$1850, up to \$500 of that may be used for professional dues (Union dues are not eligible); up to \$240 may be used for health club membership; up to \$600 per year may be used to reimburse pre-approved travel related expenses; up to \$100 per year may be

			used for work-related books (not available through other sources such as publishers, library or division offices).
JURY DUTY	The College	Upon employment	Employees continue to collect their regular salary while on jury duty, but not in addition to jury pay. Jury pay is turned into the Cashier's Office.
WITNESS DUTY	The College	Upon employment	Up to 2 days leave with pay may be granted for witness duty when subpoenaed for judicial proceedings. Any witness duty pay is turned into the Cashier's Office.
SUMMER SCHEDULE	The College	During Summer, if College designates a Summer Work Schedule	When available, Unit members will be allowed to work Summer Work Hours in accordance with options available to unit members and with supervisory approval for the period that the College designates as the Summer Work Schedule.

^{*} Employees can register in advance of the general employee registration date for COD skill building classes (as approved by management) that are directly related to the Employee's position if less than twenty percent (20%) of the enrolled students are COD employees.

Benefits described in the Article are subject to change – see plan documents for applicable provisions.

ARTICLE 21 – WAGES

Retroactive to July 1, 2025, Custodian 1 and 2 will merge to "Custodian" and all employees will move to the new minimum rate of pay, unless already receiving above the minimum rate. -For FY 2026 only: All bargaining unit employees with 10 years or less of service with the Custodial Department (as of July 1, 2025) will only move to the new minimum rate of pay for FY 2026 but will not receive a wage rate increase for that fiscal year. Those with more than 10 years of service with the Custodial Department (as of July 1, 2025) will move to the new minimum rate of pay and will also receive a wage rate increase for that fiscal year.

Increase in the hourly wage rates for FY 2026 (July 1, 2025) will be 4.0%. 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 retroactively to July 1, 2025 via a separate check.

Increase in the hourly wage rates for FY 2027 (July 1, 2026) will be 3.0%.

Increase in the hourly wage rates for FY 2028 (July 1, 2027) will be 3.0%

The following minimum wage rates will be in effect:

Position

Custodian \$18.50 per hour

Custodial Group Leader \$20.75 per hour

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

night shift.

<u>Longevity Pay</u>: Eligible bargaining unit employees hired before July 1, 2025, will receive a Longevity increase based on their number of continuous years of service with the College as agreed to in Exhibit A).

Eligible bargaining unit employees hired after July 1, 2025, will receive a Longevity increase based on their number of continuous full-time years of service in the bargaining unit. Full-time years are calculated as the full years of continuous employment from the anniversary date to be paid in the following fiscal year. (E.g. if an employee's anniversary date is 11/1/2025, the employee would receive their longevity increase on 7/1/26. Eligible full-time employees will receive, in the years they qualify, the rate increases shown below. The longevity pay increases are not cumulative.

20 Years of service to 24 years of service: \$.35 per hour 25 or more years of service: \$.60 per hour

Longevity Pay 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 retroactively to July 1, 2025 via a separate check.

TERM OF AGREEMENT

This Agreement shall be effective for the period July 1, 2025 through June 30, 2028. In the event no subsequent agreement is reached by June 30, 2028, the existing Agreement shall remain in effect until such time as a new Agreement can be reached.

The Agreement is signed this lb day of October, 2025.

In witness thereof:

Board of Trustees

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

Chairperson, College of DuPage Board of Trustee

Community College District #502

AFSCHE Council 31

Board Secretary, College of DuPage Board of Trustee

Community College District #502

College of DuPage Custodial Operations

Exhibit A

Name	Title	% FTE	Hire Date	Years of Service from
				Hire Date
Malicki, Paulina	Custodian I	1.00	8/11/2025	0.1
Sorokina, Natalia	Custodian I	1.00	5/11/2025	0.1
Orszulak, Maria	Custodian I	1.00	11/11/2024	0.6
Wells, Henry	Custodian I	1.00	9/3/2024	0.8
Latocha, Stanley	Custodian I	1.00	8/12/2024	0.9
Lopez, Roberto	Custodian I	1.00	4/29/2024	1.2
Wisniewski, Jakub	Custodian I	1.00	4/29/2024	1.2
Baez Ramos, Rose	Custodian I	1.00	1/2/2024	1.5
Lomeli, Sebastian	Custodian I	1.00	3/20/2023	2.3
Chavez, Maria	Custodian I	1.00	12/12/2022	2.6
Mohammad, Rafi	Custodian I	1.00	11/17/2022	2.6
Mohammad, Jasmine	Custodian I	1.00	11/14/2022	2.6
Avila, Graciela	Custodian I	1.00	10/10/2022	2.7
Mohammad, Reema	Custodian I	1.00	10/10/2022	2.7
Campbell, Mary	Custodian I	1.00	8/15/2022	2.9
Cunningham, John	Custodian I	1.00	8/15/2022	2.9
Dorado, Yolanda	Custodian I	1.00	6/20/2022	3.0
Wroblewski, Marzena	Custodian I	1.00	12/13/2021	3.5
Pineda Pelayo, Alfredo	Custodian I	1.00	11/10/2019	5.6
Solarczyk, Stanislaw	Custodian I	1.00	10/28/2018	6.7
Jasso, Olivia	Custodian I	1.00	3/6/2017	8.3
Reyes, Edgardo	Custodian I	1.00	12/15/2016	8.5
Rodriguez, Julia	Custodian I	1.00	4/8/2016	9.2
Duda, Eva	Custodian I	1.00	11/30/2015	9.6
Alba, Abigail	Custodian I	1.00	11/2/2015	9.7
Dlugopolska, Krystyna	Custodian I	1.00	8/15/2014	10.9
Sarna, Zofia	Custodian I	1.00	7/21/2014	11.0
Maldonado, Heriberto	Custodian I	1.00	3/3/2014	11.3
Armstrong, Jonathan	Custodian I	1.00	2/5/2014	11.4
Fajardo, Rosalva	Custodian I	1.00	1/2/2014	11.5
Rawicka, Renata	Custodian I	1.00	3/23/2009	16.3
Tapia, Juan	Custodian II	1.00	6/16/2008	17.0

Zavala, Benjamin	Custodian II	1.00	9/20/2007	17.8
Dziurdzik, Maria Zofia	Custodian II	1.00	3/20/2005	20.3
Gonciarczyk, Aleksandra	Custodian II	1.00	12/4/2002	22.6
Stephenson, Tim	Custodian II	1.00	6/3/2002	23.1
Arellano, Micaela	Custodian II	1.00	12/3/2001	23.6
Labut, Celina	Custodian II	1.00	12/3/2001	23.6
Cios, Maria	Custodian II	1.00	2/26/2001	24.4
Hibbler, Dion	Custodian II	1.00	2/25/2001	24.4
Gasca, Omar	Custodian II	1.00	9/5/2000	24.8
Dziatkowiec, Grazyna	Custodian II	1.00	2/22/1999	26.4
Nunes, Alicia	Custodian II	1.00	3/23/1998	27.3
Jimenez, Jose	Custodian II	1.00	4/14/1997	28.2
Tapia, Alvaro	Custodian II	1.00	3/17/1997	28.3
Lopez, Mike	Custodian II	1.00	8/29/1988	36.9
Kostner, Robert	Custodian II	0.75	3/28/1988	37.3
Latocha, Halina	Custodial Group Leader	1.00	1/18/2022	3.4
Buczak, Mariola	Custodial Group Leader	1.00	6/23/2019	6.0
Krupa, Halina	Custodial Group Leader	1.00	4/29/2019	6.2
Mordel, Barbara	Custodial Group Leader	1.00	2/23/2015	10.4
Kulach, Barbara	Custodial Group Leader	1.00	7/29/2013	11.9
Tapia, Daniel	Custodial Group Leader	1.00	9/29/1997	27.8
Swiderski, Albert	Shuttle Bus Driver	1.00	2/27/2017	8.3