



**Full-Time Non-Bargained Employee Policy Manual**

**2020**

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## **Preamble**

This Employee Policy Manual has been developed to set forth and clarify the details of employment for all full-time non-bargained for positions at Triton College.

All employees who are part of a collective bargaining unit or are otherwise a part of an employee group addressed by other Triton College publications, such as the Administrative Policy Manual, shall not be bound by the requirements of this Employee Policy manual.

It is expected that this Employee Policy Manual will be reviewed on an annual basis and be revised or expanded as the needs of the College warrant. In all cases, Triton College employees must abide by the published policies of the Triton College Board of Trustees.

In the event of a conflict between this policy manual and Illinois and Federal law, applicable Illinois and Federal law shall prevail.

Under no circumstance shall this policy manual be considered a contract for continued employment. All employees subject to the terms of this Employee Policy Manual are, and shall continue to be, at-will employees.

## **Board Rights**

The Board retains and reserves the ultimate responsibilities for proper management of the college district in accordance with applicable law, including, but not limited to:

1. To maintain executive management and administrative control of the college district, its properties, facilities, and employees, and to adopt and enforce all necessary rules for the management and government of the college not in conflict applicable law.
2. To establish educational policies, goals, and objectives of the college; to determine the number, kinds, and qualifications of personnel required in order to maintain the efficiency of college operations; and to administer the personnel system of the college, none of which conflict with applicable law.
3. To establish work site location and the staffing thereof; to build, move, or modify facilities; to establish budget procedures and determine budgetary allocations; and to determine the methods of raising revenue.
4. The Board also reserves the right to amend its policies and to exercise all other rights and powers which are consistent with law.

## **Conditions of Employment**

### **Vacancies**

For the purposes of this policy manual, a vacancy occurs when the College determines to increase the workforce, fill new positions or replace employees as a consequence of an employee's termination, resignation, retirement, transfer, promotion, demotion, or the like, except when the employee is replaced by the transfer or reassignment of another employee.

1. All vacancies shall be posted a minimum of five (5) working days.
2. Vacancies may be advertised as to solicit external applicants.
3. All internal applicants, in order to be considered for a vacancy, must complete a formal application through the Human Resources Department.
4. Only those internal applicants that are determined to meet all of the minimum qualifications shall be afforded an interview.
5. In all circumstances, the applicant determined to be the most qualified, shall be recommended for hire.

### **Pre-Employment Screenings**

All employees prior to their first date of employment shall be subject to a pre-employment screening of a background check, drug test, and physical examination; all at no cost to the employee.

### **Initial Employment**

All newly hired employees shall be provided a copy of this policy manual, a copy of their job description, information on benefits, and other pertinent information related to their employment at the College.

Each employee shall serve a primary probationary period of 6 months (180 days).

### **Working Hours**

All employees shall work 5 days per week and 8 hours each day, for a total of 40 hours per week. The standard work schedule shall be from 8:00am to 5:00pm. Employees are required to take a 30 minute unpaid break no later than 5 hours from the start of the shift.

Grandfather Clause: Existing non-bargained for full-time employees that are regularly scheduled to only work 39 hours per week prior to the effective date of this manual (January 1, 2020) are exempt from the 40 hour work week requirement.

In all circumstances, work schedules will be determined by the supervisor. Any changes in an employee's work schedule will be provided ten (10) working days in advance.

### **Working Conditions**

There shall be maintained such health, safety, and sanitary conditions as required by local, state, and federal law.

### **Dress and Grooming**

Triton College provides a professional work environment for its employees. It is important to project a professional image to our students, visitors, and coworkers. All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste.

Any questions or complaints regarding the appropriateness of attire should be directed to the Human Resources Department. Decisions regarding attire will be made by the Human Resources Department.

### **ADA Accommodation Requests**

Triton College is committed to providing equal access and opportunities to employees with qualified disabilities, including employees returning from a sick leave or medical leave. Triton College prohibits discrimination on the basis of disability in the application process and throughout the employment relationship. It is the policy and practice of the College to comply with the Rehabilitation Act, the Americans with Disabilities Act, as well as with applicable state and local laws prohibiting discrimination on the basis of a disability. Triton College provides reasonable accommodations on a case-by-case basis to ensure that no otherwise qualified individual will be excluded from employment on the basis of a disability.

To requests a reasonable accommodation an employee should contact the Associate Vice President of Human Resources.

### **Computers, Internet, Email, and Other Resources**

No employee shall use college technology and/or telephones for personal use. Employees should not have any expectation of privacy in their use of College computers, phones, or other communication tools.

Employee use of company-provided communication systems, including personal e-mail and internet use, that are not job-related, have the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through email and the internet is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the company's systems as well as the reputation and/or competitiveness of the College. To protect against possible problems, delete any e-mail messages prior to opening that are received from unknown senders and advertisers.

## **Evaluations**

All newly hired or promoted employees shall be subject to a probationary period and will be evaluated upon the completion of thirty (30), ninety (90) and one-hundred eighty (180) calendar days. After one-hundred eighty (180) calendar days, and contingent upon satisfactory evaluations, the individual will be recommended to the Board of Trustees for appointment to the position.

The Board shall act on the recommendation within thirty (30) calendar days, or at the nearest regular meeting of the Board. The employee shall not be considered to have completed the probationary period until the Board takes official action.

Failure to recommend continued employment to the Board of Trustees because of unsatisfactory performance is not a grievable action.

After successful completion of the probationary period, and subsequent Board of Trustees appointment to the position, employees will be evaluated on an annual basis. The evaluation is to be conducted by the immediate supervisor and discussed with the employee, and forwarded to the Human Resources Department for inclusion in the personnel file. Additional evaluations may be requested at other times at the request of the employee, immediate supervisor, or appropriate College administrator.

## **Reassignment/Involuntary Transfer**

The Board reserves the right to reassign an employee to any other position for which he/she is qualified due to such factors as the financial condition of the College, consolidation, cut backs, and/or elimination of program(s). Prior to reassignment, the Associate Vice President of Human Resources will meet with the employee and discuss the change.

1. An employee involuntarily reassigned to a lower classification shall maintain current salary.

2. No employee shall be reassigned involuntarily without a written reason from the Department of Human Resources.
3. Reassignment of an employee to a position as specified in this section is not a grievable issue.

### **Reduction in Force**

The size of the College's workforce may be reduced due to such factors as the financial condition of the College district, the needs of the College district, cutback or elimination of program or program(s), combining of programs, or a general shifting of priorities.

If there is to be any reduction in force, the administration shall notify the affected employee in writing ninety (90) calendar days prior to any reduction, or in the case of grant-funded positions, immediately upon the College district receiving notification of the termination of the grant or 90 days, whichever is less.

Severance pay will be paid to any employee who is dismissed due to reduction in force. Severance pay shall be equal to one week's straight-time pay of the employee (at the time of notice) multiplied by the total number of years of such employee's full-time service with the College to the nearest half ( $\frac{1}{2}$ ) year.



## **Compensation**

### **Pay Days**

Employees shall be paid every other Friday by direct deposit only.

### **Initial Salary Placement**

Initial salary placement will be at or near the minimum of the assigned salary level for the position and will not exceed the midpoint of the assigned level. An exception may be made where a candidate has demonstrated excellence in a similar position and has a salary history that may indicate a higher placement.

### **Salary**

Annual fiscal year salary increases are subject to the recommendation of the College President and approval of the Board of Trustees.

Employees hired after January 1<sup>st</sup> of each year shall receive a raise effective only upon Board approved completion of their probationary period.

### **Promotions**

Employees who are approved by the Board of Trustees for promotion from one (1) position to another of a higher level, will receive a salary increase of ten percent (10%) or the minimum of the new grade, whichever is greater.

If a promotion is given, the new salary will be effective the pay period following formal approval by the Board of Trustees.

### **Temporary Assignments**

Temporary assignments and salary adjustments must be approved by the Board of Trustees prior to an employee performing additional responsibilities and prior to earning any additional compensation. The ten (10%) percent temporary salary adjustments shall be made as per the following guidelines:

1. The employee must perform the job responsibilities of a position vacant due to termination of employment, an approved medical leave, parental leave, any other unpaid leave, or college reorganization.
2. The employee working temporarily in a position must first have the signed approval of the area Vice President and the Associate Vice President of Human Resources.

3. Ten percent (10%) temporary increases will only be approved if the employee performs a preponderance of the duties in addition to performing all responsibilities of their current job.
4. Approval for ten percent (10%) temporary increases for the employee affected must be approved by the Board of Trustees prior to receiving any additional compensation.

**Educational Adjustments**

An employee that successfully obtains the following type of degree shall receive a one-time permanent addition to his/her base salary. The obtained degree must be in an approved program and official transcripts must be submitted prior to July 1<sup>st</sup> for inclusion in the employee’s personnel file:

Associate’s Degree	\$200
Bachelor’s Degree	\$350
Master’s Degree	\$500

**Grade/Level Appeal Process**

Position level appeals shall be submitted in writing to Human Resources no later than April 1<sup>st</sup> for an effective date of July 1<sup>st</sup>. Human Resources has three weeks from the date of receipt of an appeal in which to respond. In the case of more than one employee in the same job classification, a majority of the employees must sign requesting the review.

If in the course of a position level appeal process, the Associate Vice President of Human Resources determines that an appeal is an increase in position level, the Associate Vice President shall make the recommendation to the College President.

## **Benefits**

### **Tuition Reimbursement**

All programs and courses of study must be approved prior to first day of class in the program of study.

The College will reimburse employees up to \$3,600 per fiscal year for the cost of tuition.

This reimbursement shall not exceed a life-time accumulation of thirty-six (36) credit hours.

1. For tuition reimbursement, upon completion of an approved course with a "B" or equivalent grade, the employee must submit a copy of the grade report and proof of payment.
2. To be approved, a program and course must directly contribute to the knowledge, aptitude, and skills required in the performance of the employee's job responsibilities. The College district must derive significant benefit from the employee's completion of the course.

### **Enrollment in Triton Classes**

Enrollment in Triton courses will be \$10 per credit hour, no more than \$90 of course fees will be waived per course. Triton courses which are job related, and have the approval of the immediate supervisor, are free with no more than \$90 of course fees to be waived per course.

### **Family Enrollment in Triton Classes**

Enrollment in Triton classes shall be offered at \$10 per semester hour tuition to the spouse and children of a full-time employee. Fees will be waived up to a maximum of \$90 per course.

### **Health Insurance**

All employees and their eligible dependents will be able to enroll in a health insurance plan offered by the College. An employee has 31 days to enroll from the start of employment, otherwise the next opportunity is during Open Enrollment or as a result of a qualifying event as defined by the Department of Labor.

Employee co-premium contributions will be deducted each payroll and will be reviewed on an annual basis. Changes to co-premium rates will be recommended by the Insurance Committee and presented to the Board of Trustees for approval. The Insurance Committee will include at a minimum one (1) non-bargained for full-time employee.

### **Life Insurance**

The College shall pay the total premium for group term life insurance coverage equal to two (2) times the base salary not to exceed a maximum of \$200,000

Supplemental life insurance coverage will be offered at the employee's expense.

### **Retirement**

Each employee is required to participate in the State Universities Retirement System (SURS) in accordance with that system's regulations. Further, the College offers the option of participation in a 403(b) plan with select college approved vendors.

All retirement notices are irrevocable and shall be delivered in writing to the Human Resources Department.

### **IRS Section 125 Salary Reduction Program (FSA)**

The College shall implement and make available to all employees an IRS Section 125 Salary Reduction Program to the fullest extent provided by the IRS rules and regulations for eligible non-reimbursed medical expenses and dependent care expenses. All enhancements, reductions, alterations, and changes hereinafter adopted by the IRS shall have a like effect on the College's plan.

Each employee who elects to participate in this program shall, individually, undertake and be responsible for the payment of monthly costs of the program.

### **Teaching Assignments**

All employees may apply to teach on a part-time basis at the College. The employee must meet the minimum qualifications for teaching and be recommended by the Chair/Coordinator, Dean, and Human Resources and approved by the area Vice President, and College President.

The following points will be adhered to in regard to teaching assignments of employees.

1. No more than six (6) LHE or ninety (90) contact hours per semester may be taught at Triton College. All teaching requests must have approval by the President prior to the first day of class. This approval must be made on the appropriate form for all non-faculty employees.
2. Classes taught during the day must be approved by the employee's Vice President and College President.
3. Classes taught during the employee's regular work hours will not be eligible for additional monetary compensation.
4. Exceptions to the above regulations must be approved by the appropriate Vice President and College President.
5. Teaching assignments performed while occupying a non-teaching position are temporary for the assigned course(s) only and provide no rights to future teaching assignments, seniority, or tenure.

The formula for remuneration will be at the rate for newly hired adjunct faculty. It is expected that the teaching and preparation will be done outside of regular scheduled work hours and not interfere with the performance of those duties.

### **Paid Holidays**

Regular Paid Holidays:

New Year's Eve Day  
New Year's Day  
Martin Luther King's Birthday  
President's Day\*  
Spring Holiday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day\*  
Veteran's Day\*  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day

\*Floating Holiday: Floating holidays may be taken on the day itself or on any day thereafter in the fiscal year earned. Procedure for taking a floating holiday will be the same as a vacation day.

Note: When any regular paid holiday falls on a Saturday, the preceding work day shall be observed. Should it fall on Sunday, the following work day shall be observed.

Religious holidays not listed above may be taken as personal use leave with prior approval by the respective supervisor and the Associate Vice President of Human Resources.

A holiday falling within a vacation period shall not constitute a vacation day. A holiday occurring while an employee is on leave of absence for sickness or injury shall not be counted against his sick leave.

Employees on any type of leave do not earn floating holidays, employees must be at work to earn the day.

## **Leaves**

All employees will accrue vacation, sick, and personal time on a monthly basis. An employee must work a majority of the days in a given month to earn time for that specific month. Employees are eligible to use accrued time following the first 90 days of employment. No leave time is earned if an employee is on a leave of absence.

All leave time (vacation, sick, personal) shall be taken/used in no less than one hour increments, except earned floating holidays, which can only be taken as a whole day.

If employment terminates and the employee has used more leave time than earned, the employee shall reimburse the College for all time owed. Such amounts may be deducted by the College from any pending final paychecks or compensation as permitted by law.

### **Vacation Leave Time**

Vacations will be approved only during times that will have the least effect on the performance of employee's duties at the College. Requests should be made as far in advance as possible to enable supervisors to honor and schedule vacations for all employees in the department. Higher scrutiny to the requests will occur during peak registration periods of August and January. The needs of the district shall be considered when approving vacation requests. Whenever possible, the employee's requested time shall be granted.

Vacation leave time will be earned as follows:

One (1) day equals eight (8) hours

From day 1 year 1	10 days
From day 1 year 3	15 days
From day 1 year 6	21 days

Up to seven (7) vacation days earned in a fiscal year may be accumulated to a maximum of forty (40) days.

Upon separation from employment, vacation time accrued, but not used, to a maximum of forty (40) days shall be paid at the employee's regular salary rate.

### **Sick Leave Time**

Sick leave shall be interpreted to mean illness, accident, hospitalization, doctor's appointments, quarantine of the employee or someone in his/her immediate family.

An employee who will be late or absent due to sickness shall phone or otherwise notify the supervisor within no later than one-half (1/2) hour after the scheduled starting time.

An employee that has been absent sick from work three (3) consecutive days of sick leave or five (5) non-consecutive days of sick leave use during any six (6) month period may be required at the request of the supervising administrator or the Human Resources Department to present a doctor's note from a physician licensed in the State of Illinois verifying the date(s) of illness and clearing the employee "fit for duty" with or without reasonable accommodations.

Sick leave time will be earned as follows:

One (1) day equals eight (8) hours

Employees employed on or after July 1, 1994

1. Year one (1) through year five (5) Twelve (12) days (96 hours) per year
2. Year six (6) or more Fifteen (15) days (120 hours) per year

Employees employed prior to July 1, 1994

1. Twenty (20) days (160 hours) per year

Sick leave will accumulate to a maximum of 465 days (3720 hours).

Terminal reimbursement in the amount of 12.5% of unused sick days, to a maximum of 50 days, will be paid upon retirement. Terminal reimbursement will be based upon the average of the five highest years of base contractual salary. Retirement for this purpose shall be defined by the State Universities Retirement System. However, age 55 shall be the minimum age to retire and receive terminal reimbursement under this agreement. Sick days reported to SURS for the purpose of the employee receiving service credit toward retirement will not be reimbursed.

**Personal Leave Time**

One (1) day equals eight (8) hours

All employees are entitled to three (3) days (24 hours) for personal business each fiscal year. Requests and approvals must be obtained in writing prior to the use of all personal time. There will be no loss of benefits while using these days. Unused personal days/hours will accrue as sick leave.



## **Parental Leave**

Any individual desiring a parental leave shall apply in writing thirty (30) days or more prior to the proposed commencement date. Where thirty (30) days prior notice is not possible, notice as practical shall be given.

1. A parental leave of absence shall be granted for a period of up to twelve (12) weeks in compliance with the definitions and provisions of the Family Medical Leave Act (FMLA).
2. A parental leave of absence beyond twelve weeks may, as determined by the Board, be granted for a period not to exceed one year, as set by the Board, to bear a child or to rear a child under the age of five (5) years who is the applicant's child by birth, adoption, or from whom legal guardianship has been assumed.
3. All parental leaves of absence shall be unpaid. However, an employee may elect or employer may require the employee to substitute any of the accrued vacation leave, personal leave, or sick leave for any part of the twelve week period.

## **Leave for Personal Reasons and/or Family Hardship**

Upon the recommendation of the College President, the Board of Trustees may permit employees to take unpaid leaves not in excess of one (1) year in length for rest, restoration of health, or the alleviation of hardship involving themselves or their immediate families. If approved, an employee may elect to use any accrued leave time. When accrued leave time is not available, an employee will be required to pay the required monthly contributions to continue enrolled benefits.

Individuals on an approved leave may return to the same position or an equivalent position at the discretion of the administration on completion of the leave.

Leave requests made under the section of the policy manual shall be submitted in writing to the Human Resources Department.

## **Special Leaves**

Leaves of absence without pay under special conditions may be granted by the Board of Trustees for a period of not more than six (6) months, providing such leave does not conflict with district needs

Leave requests made under the section of the policy manual shall be submitted in writing to the Human Resources Department.

## **Bereavement Leave**

Employees shall be allowed up to three (3) work days leave of absence with pay and benefits for a death in the immediate family. The immediate family shall include parents, spouse, brothers, sisters, children, grandparents (of employee and spouse), grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step children, legal guardians, and legal dependents. Two (2) additional days may be approved by the Associate Vice President of Human Resources in consultation with the supervisor, if deemed appropriate. These days will be unpaid unless the employee uses available vacation, sick or personal time for the purpose of compensation.

## **Court Appearance**

An employee may be absent from work to appear in court as a jury member or as a witness in an action in which he/she is not a litigant. Similar rights may be accorded to the employee who is officially called as a witness in an arbitration hearing. In such cases, the employee will be paid the difference between his/her regular salary and any compensation received for services. An employee shall submit to Human Resources a copy of any official documentation (example: Jury Summons).

## **Workers Compensation**

An employee who is injured from events arising out of and due to the performance of his/her job and who of necessity must be absent from work shall have the following options.

1. The employee shall receive Workers' Compensation benefits only.
2. The employee may receive the difference between his regular pay and the amount received from Workers' Compensation limited to the amount of accrued sick leave. Sick leave will be deducted based only on the amount of remuneration received from the College.
3. Employees on workers comp do not earn floating holidays, employees must be at work to earn the day.

## **Discipline**

At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise and, in so doing, to make use of, whenever possible, the provisions of an informal process. However, the College recognizes that, from time to time, circumstances will arise which require the just dispensation of discipline. The parties agree, however, that disciplinary action shall be for just cause shown and will be performed in a timely and progressive manner. All discipline shall be issued in a private and confidential manner.

All levels of disciplinary action against an employee shall be done so in writing with the full reasons stated therein. A copy of such disciplinary action shall be served upon the Employee.

Once the immediate supervisor has determined the measure of discipline, for that offense only, it shall not be increased for such offense. The disciplinary action taken for the particular offense as regards the affected employee shall not be a precedent for any conduct of a similar nature for any other employee.

Any employee who is being considered for disciplinary action may be suspended with pay pending the completion of the investigation and review of the facts and circumstances of the case and the imposition of any discipline.

The types of discipline agreed to by the parties are as follows:

### **1. ORAL WARNING**

The oral warning shall be delivered to the employee by the supervisor. The supervisor shall draft a memorandum of oral warning. A copy of such memorandum shall be served upon the employee who shall sign a copy to acknowledge receipt thereof and to further acknowledge the employee's understanding that the signed copy shall be retained by the supervisor. Such memoranda may be used as evidence in future disciplinary actions with regard to said employee.

### **2. WRITTEN WARNING**

Where the unsatisfactory performance or conduct giving rise to the oral warning has not been resolved, the employee and supervisor shall meet with the Associate Vice President of Human Resources to discuss the problem. At said meeting, acceptable performance shall be discussed. A written memorandum shall be prepared and given to the employee with copies to the supervisor and the Associate Vice President of Human Resources. All persons present shall sign said memorandum.

### 3. SUSPENSION

If the unsatisfactory performance or conduct giving rise to the oral and/or written warning(s) has not been corrected, another meeting shall be held between the employee, the Supervisor, and the Associate Vice President of Human Resources wherein the reasons for a suspension shall be discussed.

### 4. DISCHARGE

If the unsatisfactory performance or conduct has not been corrected after the suspension of the employee, the employee may be discharged from employment with the College. The employee shall be given written notice of the reasons for such discharge and be provided with an opportunity to respond to the Board of Trustees prior to a decision regarding the anticipated discharge.

#### **Pre-Disciplinary Meeting**

For discipline other than oral and written warnings, a pre-disciplinary meeting shall be scheduled between the employee, the supervisor, and Associate Vice President of Human Resources. At this meeting, the Associate Vice President of Human Resources shall inform the employee of the reason(s) for contemplated discipline. The employee shall have the right to rebut or clarify the reasons for such discipline.

#### **Exceptions to Progressive Discipline**

Exceptions to progressive discipline, including discharge, may be issued for conduct which is flagrant, egregious or otherwise non-remediable. Said conduct shall include, but not be limited to: sleeping during scheduled work hours; conviction of a felony anywhere during the term of employment, and/or conviction for engaging in criminal activity (not a traffic offense) while on Triton's campus; Bringing a weapon onto the College campus; theft of a thing of value from Triton or persons on Triton's campus; fighting or striking another employee or supervisor; abandonment of the position by absenting oneself for three or more consecutive days without notifying the supervisor; possession, sale or use of a controlled substance.

#### **Removal of Discipline**

Any disciplinary action, other than dismissal, shall be removed from an employee's file after two (2) years if the employee has received no additional discipline for the same offense.

## Grievance

It is the declared objective of the College to encourage the prompt and informal resolution of complaints of College employees as they arise and to provide recourse to orderly procedures for the satisfactory resolution of formal complaints.

Definition: A grievance shall mean a complaint by an employee covered under this Employee Policy Manual if he or she believes that there has been a violation, misinterpretation or inequitable application of this policy manual or any other applicable Policy of the Board of Trustees.

General Procedure:

### PRE-GRIEVANCE STAGE

Within ten (10) calendar days of an event giving rise to a potential grievance where the Employee first knew or should have known of the alleged violation, a written summary of the complaint (not a formal grievance) must be to the employee's immediate supervisor and the Associate Vice President of Human Resources. Following the distribution of this written summary, joint efforts shall be made by the College administration and the Employee to resolve the complaint. In the instance that the complaint is not resolved to the mutual satisfaction of the parties involved within thirty (30) calendar days of the event identified above, the Employee must file a formal grievance to Human Resources by 5:00 p.m. on the thirtieth (30<sup>th</sup>) day following the event or the matter is considered closed and the Employee is barred from filing a grievance. Once the formal grievance is filed, the timeline as set forth below shall be followed.

### STEP 1 – Immediate Supervisor

No complaint shall be termed a "formal grievance" until such time as the Employee submits the case in writing to the immediate supervisor and the Associate Vice President of Human Resources. The immediate supervisor, in collaboration with the Associate Vice President of Human Resources, shall have the right and responsibility to discuss the case with the appropriate parties and make a determination whether the grievance shall be sustained or denied. The College administration shall respond to the grievance within ten (10) day of receipt.

### STEP 2 - Vice President

If the grievance is not satisfactorily resolved through Step 1, an appeal by the Employee may be submitted to the appropriate Vice President within ten (10) days of the Step 1 decision. The Vice President, or administrator designated by him/her to act upon grievances in the event of the Vice President's absence

from campus, shall meet with the grievant and make a determination whether the grievance shall be sustained or denied within ten (10) days.

### STEP 3 - College President

If the grievance is not satisfactorily resolved through Step 2, within ten (10) days, an appeal by the Employee may be submitted to the College President. The College President shall meet with the grievant and affirm or deny the grievance within ten (10) days of receipt. The College President's decision shall be final.

Appeals - All appeals under this procedure will be accompanied by a written statement which indicates specifically why the disposition of the grievance at the lower level is unsatisfactory.

Time Limits - Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits will be considered to be acceptance of the decision rendered at that step. All time limits specified in this manual may be extended with mutual consent by the parties involved at each step.

## **Personnel Files**

Each employee will have an official personnel file retained in Human Resources.

No material derogatory to an employee's conduct, service, character, or personality shall be placed in the file unless the employee has had an opportunity to read the material and affix his signature to the copy to be filed with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with the contents.

Upon written request by an employee submitted twenty-four (24) hours in advance, said employee shall be permitted to examine in the Human Resource department the official cumulative file, but not to mark, destroy, or remove any of the contents. Examination of personnel files shall occur during business hours.

Upon written request, an employee shall receive a copy of material in his files.

## **Drug and Alcohol Free Workplace**

In accordance with the Federal Drug-Free Workplace Act of 1988, Triton College is committed to maintaining a work place that is free from the effects of drug and alcohol use. To promote this goal, all employees shall be prohibited from:

- 1 The unlawful manufacture, distribution, dispensing, possession, use or being under the influence of a controlled substance, including, but not restricted to, narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, anabolic steroids, and marijuana, while on College premises or while performing work for the College.
2. The distribution, consumption, possession of, or being under the influence of alcohol while on College premises or while performing work for the College.



## **Sexual Harassment**

Sexual harassment is illegal under both State and Federal law. In some cases, it may be subject to prosecution under the criminal sexual conduct law.

In support and implementation of the law, and in an effort to provide an educational environment free from condoned harassment, it is the policy of Triton College that no member of the college community including but not limited to employees or students may sexually harass another. Any employee or student will be subject to disciplinary action for violation of this policy.

Unwelcome request for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education;
2. submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting that individual;
3. such conduct has the purpose or effect of unreasonably interfering with an individual's academic or professional performance.

Sexual harassment in any situation is reprehensible. It is particularly damaging when it exploits the dependence and trust inherent in student/faculty or employee/supervisor relationships. When the authority and power inherent in these relationships is abused in this way, there is potentially great damage to the individual, to the person complained of and to the general climate of the College.

## Discrimination

It is the policy of Triton College not to discriminate on the basis of race, color, religion, national origin, disability, age, sex, sexual orientation, veteran status or any other basis which is protected by law in admission to and participation in its educational programs, employment policies, or college activities.

Inquiries regarding compliance with state and federal nondiscrimination regulations may be directed to the Associate Vice President of Human Resources at Triton College or to any of the following agencies:

1. Equal Employment Opportunity Commission  
1801 L Street, N.W. Suite 100  
Washington, D.C. 20507-1002

or the

- Chicago District Office  
500 West Madison St.  
Suite 2800  
Chicago, Illinois 60661  
(312) 353-2714
2. Illinois Department of Human Rights  
100 West Randolph  
Suite 10-100  
Chicago, Illinois 60601  
(312) 814-6200
3. Office of Civil Rights  
U.S. Department of Education  
111 N. Canal Street, Suite 1053  
Chicago, Illinois 60606  
(312) 886-8434

## **Full-Time Non-Bargained Positions**

Administrative Assistant  
Associate Director of Facilities  
Benefits Manager  
Coordinator of Public Relations  
Coordinator of Recruitment and Training  
Director of Professional Development  
Director of the Cernan Space Center  
Director of Systems Operations  
Employment and Information Specialist  
Executive Assistant to the President  
Head Coach – Men’s Basketball  
Human Resources Generalist  
Human Resources Manager  
Payroll Manager  
Police Chief  
Secretary to the Board of Trustees  
Security Analyst  
Senior Data Analytics Specialist  
Senior Research Associate  
Senior Systems Analyst  
Staff Writer

## New Employee Compensation Scales

<b>Level</b>	<b>Minimum Starting Salary</b>	<b>Maximum Starting Salary</b>
G	\$69,243	\$77,424
H	\$65,597	\$73,348
I	\$61,956	\$69,611
J	\$56,486	\$63,467
K	\$51,020	\$57,325
L	\$47,375	\$53,488
M	\$43,733	\$49,377
N	\$40,088	\$45,264
O	\$37,555	\$42,970
P	\$35,112	\$40,278

## Employee Filing of Grievance Form

Date Filed: \_\_\_\_\_

Grievant: \_\_\_\_\_

Position: \_\_\_\_\_

Date of Alleged Violation: \_\_\_\_\_

Name and Title of Supervisor:

\_\_\_\_\_

Statement of Grievance:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy Requested:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witnesses:

\_\_\_\_\_

Name and Title of Witness

\_\_\_\_\_

Name and Title of Witness

I affirm that, to the extent of my knowledge, the above is a full, accurate, and complete report of the grievance.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

## **Conformity to Law**

If any provision of this policy manual is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

In the event that any provision of this policy manual is or shall at any time be contrary to law, all other provisions of this policy manual shall continue in effect.

If there is any conflict between the provisions of this policy manual and any affirmative action obligations imposed on the Board by a federal or state statute, the affirmative action obligations of such federal or state statute shall prevail.