



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, October 15, 2019

- I. CALL TO ORDER** October 15, 2019 at 6:30 p.m.
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LVI**
[Minutes of the Regular Board Meeting of September 24, 2019, No. 4](#)
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
 - A. Action Exhibits
 - [16358 Budget Transfers](#)
 - [16359 Addendum to Cooperative Agreement with Amita Saint Francis Hospital](#)
 - [16360 Affiliation Agreement with Gottlieb Memorial Hospital](#)
 - [16361 Change of Course Fee for MAT 085 iLaunch Sections](#)
 - [16362 College Curriculum Committee Recommendations](#)
 - [16363 Negotiated Agreement with Triton College Classified Association 2019-2023](#)
 - [16364 Negotiated Agreement with Triton College Stationary Engineers Local 399, 2019-2025](#)

B. Bills and Invoices

C. Closed Session – To discuss and consider the hiring, discipline, performance, and compensation of certain personnel, matters of collective bargaining, acquisition of real property, and matters of pending, probable, or imminent litigation

D. Human Resources Report

XIV. COMMUNICATIONS – INFORMATION

A. Human Resources Information Materials

B. Informational Material

XV. ADJOURNMENT

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:38 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Mr. Luke Casson, Mr. Steven Page, Ms. Donna Peluso, Mrs. Elizabeth Potter, Mr. Rich Regan, Mr. Mark Stephens, Ms. Diane Viverito.

Absent: Mr. Glover Johnson.

COMMENTS ON THIS AGENDA

Mr. Stephens asked to re-order the agenda, bringing the Chairman's Report to this point, followed by Citizen Participation, and then the President's Report. He explained that due to personal matters, he will need to leave the meeting early. Without objection, the agenda proceeded as requested.

CHAIRMAN'S REPORT

Chairman Mark Stephens noted that he is not going to talk about current negotiations, as that would be inappropriate in this public meeting, but will speak to issues raised last month and give facts to provide a clear understanding of the Board's perspective.

Mr. Stephens discussed the college's longstanding interest in the Golfland property, and the 2017 purchase of the property at the below-market cost of \$3.6 million. He commented on the Trustees' charge of looking toward the future for the benefit of our students and community, and how advantageous this acquisition was for our school.

Mr. Stephens discussed the entrance to the A Building, recently renovated at a minimal cost of \$485,000. He noted that the entrance, which is the front door of our school, was shortchanged by the Capital Development Board in 1995, when they ran out of funding during the renovation project to correct original construction defects.

Mr. Stephens reported that 80.2 percent of every dollar spent at Triton College goes to labor. He discussed raises given over the last nine year period, including when staff were compensated for a rise in insurance costs.

Chairman Stephens discussed the budget situation in the State of Illinois, and the new Governor's three components of legalization of marijuana, gambling, and a constitutional amendment for a graduated income tax. There is uncertainty surrounding all three components, and Mr. Stephens showed recent headlines and communications to state agencies advising to prepare for cuts, some saying up to 10 percent reductions.

To illustrate the Board's commitment to employees, Mr. Stephens discussed past reductions in force, with Triton losing only four employees to RIF since 2016. Other colleges in Illinois had significant layoffs during the state budget impasse; for example, Harper laid off 29 employees. Because the Board chose to reimburse \$10.788 million to the operating fund

after the \$53 million bond issue in 2016, people were not put out of their jobs. Mr. Stephens emphasized that the Board never wants to vote for something that puts people out of their jobs through no fault of their own. He noted that the Board also chose to front MAP grant funds to students to keep the students in school and keep employees working.

Mr. Stephens discussed the timeline of negotiations and that negotiations are proceeding in good faith, noting that a tentative agreement has been reached with Classified, and sessions are scheduled with Mid-Managers. He mentioned the agreement made in 2016 with Administration, Confidential, Exempt, Mid-Management, Police, Engineers, and Classified employees to delay raises on July 1 when state money was frozen (with raises subsequently paid on October 14), which showed a commitment of working together. Mr. Stephens suggested we now endeavor to get back to that spirit. He thanked employees for attending tonight and letting him explain the facts.

APPROVAL OF BOARD MINUTES

Ms. Viverito made a motion, seconded by Mr. Casson, to approve the minutes of the Regular Board Meeting of August 27, 2019. Voice vote carried the motion unanimously.

CITIZEN PARTICIPATION

Cassandra Hutchinson of Oak Park addressed the Board about a Mid-Management fair contract, and through a show of hands of staff present, demonstrated a feeling of being inadequately appreciated.

Brent Damsz, Triton employee, addressed the Board about Mid-Management concerns, commenting that union members attended last week's Corn Roast to talk to students to gain support.

Sol Rivera, Triton student, addressed the Board in support of staff. She commented on her work study experience in RSVP and the understanding assistance she received from Kay Frey and Minerva McLaren.

Tony Johnston from CCCTU 1600 Union addressed the Board regarding contract negotiations, calling for retroactive pay and respect to the staff.

Joe Dusek, Local 1600, addressed the Board regarding Mid-Management contract negotiations, commenting that packing the Boardroom is a way to get a response, and noting that the Mid-Managers have a mediator coming in next week.

Ruby Hilker, Classified employee, addressed the Board regarding Classified contract negotiations, expressing dismay on the length of time in negotiations and feeling treated as disposable.

Chairman Stephens thanked the employees for attending.

PRESIDENT’S REPORT

President Mary-Rita Moore introduced Dean of Arts & Sciences Kevin Li to provide an update on iLaunch, which is partially funded by a \$1 million Title III Grant and an institutional investment of \$350,000. Dean Li described the iLaunch program which accelerates students through developmental math, up to three courses in a semester, into credit courses. The program uses adaptive software and includes embedded support services like advising and tutoring and teaches students skills to succeed in college. Student outcomes were shared, including course success rates for MAT 045 and MAT 055 increasing from 52% to 61% in one year after the introduction of iLaunch, and success rates in MAT 045 jumping in one year from 59% to 80%. Dean Li described iLaunch as a promising program to address equity and inclusiveness, allowing minority students a chance to get ahead, and showed a brief documentary film of a Triton student in the program.

Athletic Director Harry McGinnis was introduced to present two of Triton’s newest full-time employees, who he described as Triton success stories. Emily Anderson is now the Athletic Academic Coordinator, and Tim McKinney, the Sports Information Specialist.

President Moore reported that the Triton College Foundation has announced the honorees for the Foundation President’s Reception on November 6 as Cook County Clerk Karen Yarbrough and River Grove Mayor David Guerin. She also invited all to come out to the Fall Family Fun Fest this Saturday, September 28.

TRUSTEE DEPARTURE

Chairman Stephens stepped down as Chair, turning the meeting over to Vice Chairwoman Peluso, and he exited the Boardroom at 8:13 p.m.

REPORTS/ANNOUNCEMENTS – Employee Groups

Mid-Management Association President Kay Frey reported on the variety of events that Mid-Managers work on to promote the college and support students and community, and called for a fair contract.

Classified Association President Renee Swanberg reported that Classified have a tentative agreement they hope to vote on soon, and stand with Mid-Managers on their journey to a fair contract.

STUDENT SENATE REPORT

Mr. Page described last week’s Corn Roast as a raging success with great student attendance in both sessions.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito reported that the committee met earlier this month, chaired by Trustee Johnson, and reviewed and voted in support of all of the items pertaining to academic and student affairs.

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on September 11, reviewed ten new business items and two purchasing schedules, and forwarded all items to the Board with a recommendation for approval.

NEW BUSINESS

BOARD POLICY – Second Reading

Governance

1166 Board Evaluation

Business Services

3515 Employee Technology Reimbursement

Ms. Viverito made a motion to enact revised Board Policy 1166 and new Board Policy 3515, seconded by Mr. Regan. Voice vote carried the motion unanimously.

ACTION EXHIBITS

With leave of the Board, Ms. Peluso asked for the Action Exhibits to be taken as a group, including:

16347 Approval of FY 2019 Audit

Christine Torres from the auditing firm of Crowe, LLP presented the audit to the Board, highlighting that the audit opinion is unmodified. There are no material journal entries, and no new pronouncements. She noted that it was a great audit overall, with staff providing helpful support.

16348 Certification of Chargeback Reimbursement, Fiscal Year 2020

16349 Adoption of FY 2020 Budget

16350 FY 2020 Student Activities Budget and Expenditures

16351 Disposal of Obsolete Equipment

16352 Pitney Bowes Services Agreement

16353 Course Fee Change for CHM 140 & 141

16354 Course Fee Change for RHT 101 & 102

16355 Dominican University Housing Agreement – Confirmation of Board Poll

16356 Achieving the Dream Agreement

16357 Facility Rental Fee Waiver: Township of Proviso

Mrs. Potter made a motion to approve the Action Exhibits, seconded by Mr. Regan. Voice vote carried the motion unanimously.

PURCHASING SCHEDULES

B42.03 Printing of Diploma

B42.04 Districtwide Schedule of Classes – Spring 2020

Ms. Viverito made a motion to approve the Purchasing Schedules, seconded by Mrs. Potter. It was confirmed that the vendor for the Printing of Diploma was selected based on the lowest qualified bid. Voice vote carried the motion unanimously.

BILLS AND INVOICES

Ms. Viverito made a motion, seconded by Mr. Regan, to pay the Bills and Invoices in the amount of \$1,301,604.64.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Page, Ms. Peluso, Mrs. Potter, Mr. Regan, Ms. Viverito.
Absent: Mr. Johnson, Mr. Stephens.

Motion carried 5-0 with the Student Trustee voting yes.

CLOSED SESSION

Ms. Viverito made a motion to go into Closed Session to discuss and consider the hiring, discipline, performance, and compensation of certain personnel, matters of collective bargaining, acquisition of real property, and matters of pending, probable, or imminent litigation, seconded by Mr. Casson.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Page, Ms. Peluso, Mrs. Potter, Mr. Regan, Ms. Viverito.
Absent: Mr. Johnson, Mr. Stephens.

Motion carried 5-0 with the Student Trustee voting yes. The Board went into Closed Session at 8:28 p.m.

RETURN TO OPEN SESSION

Mr. Regan made a motion to return to Open Session, seconded by Mrs. Potter.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Page, Ms. Peluso, Mrs. Potter, Mr. Regan, Ms. Viverito.
Absent: Mr. Johnson, Mr. Stephens.

Motion carried 5-0 with the Student Trustee voting yes. The Board returned to Open Session at 9:28 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

Ms. Viverito made a motion, seconded by Mr. Casson, to approve page 1 of the Human Resources Report, items 1.1.01 and 1.2.01. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Ms. Viverito made a motion, seconded by Mr. Regan, to approve pages 2 through 7 of the Human Resources Report, items 2.1.01 through 2.8.01. Voice vote carried the motion unanimously.

3.0 Administration

Mr. Regan made a motion, seconded by Ms. Viverito, to approve pages 8 and 9 of the Human Resources Report, items 3.1.01 through 3.4.04. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Mr. Regan made a motion, seconded by Ms. Viverito, to approve pages 10 and 11 of the Human Resources Report, items 4.1.01 through 4.5.01. Voice vote carried the motion unanimously.

5.0 Mid-Management

Mrs. Potter made a motion, seconded by Mr. Casson, to approve pages 12 and 13 of the Human Resources Report, items 5.1.01 through 5.6.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Mr. Regan made a motion, seconded by Ms. Viverito, to approve pages 14 through 17 of the Human Resources Report, items 6.1.01 through 6.4.01. Voice vote carried the motion unanimously.

7.0 Other

Mr. Regan made a motion, seconded by Ms. Viverito, to approve pages 18 and 19 of the Human Resources Report, items 7.1.01 through 7.2.04. Voice vote carried the motion unanimously.

ADJOURNMENT

Motion was made by Ms. Viverito to adjourn the meeting, seconded by Mrs. Potter. Voice vote carried the motion unanimously. Vice Chairwoman Peluso adjourned the meeting at 9:30 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Diane Viverito
Board Secretary

Susan Page
Susan Page, Recording Secretary

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of October 15, 2019

ACTION EXHIBIT NO. 16358

SUBJECT: BUDGET TRANSFERS

RECOMMENDATION: That the Board of Trustees approve the attached proposed budget transfers to reallocate funds to object codes as required.

RATIONALE: Transfers are recommended to accommodate institutional priorities.
See description on attached forms.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring Board signature: Yes ☐ No ☒

Budget Transfer Form**Dollar Amount**

\$500.00

Object Code Description**From what Budget Account**

01 10101010 550200010

Math: Prof Dev-In State Travel

To what Budget Account

01 10101010 540600010

Math: Prof Dev - Publications and Dues

Is this a Grant?

Yes () No (X)

*If you are submitting a grant transfer, the following statement must appear in the Rationale:
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

Taking funds out of Professional Development In-State Travel to put into the Professional Development Publications & Dues because this category currently has no funds.

Explain specifically why additional funds are needed in the receiving account:

Instructors have submitted applications to Professional Organizations. These submissions have costs that need to be paid.

Required Signatures**Requestor**

DocuSigned by:

Christyn Sene

9/12/2019

Cost Center Manager

DocuSigned by:

Christyn Sene

9/12/2019

Associate Dean (If Applicable)**Dean (If Applicable)**

DocuSigned by:

L

9/12/2019

Associate Vice President

DocuSigned by:

Paul Jensen

9/12/2019

Area Vice President

DocuSigned by:

Susan Campos

9/19/2019

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____



9/24/19

Entered by:

B4628 DS 9/25/19

Budget Transfer FormDollar Amount \$100.00

From what Budget Account

01 - 10600510 - 530900020

Object Code Description

Other Contractual Services

To what Budget Account

01 - 10600510 - 540600005

Publication & Dues

Is this a Grant?
Yes () No (X)*If you are submitting a grant transfer, the following statement must appear in the Rationale:
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes (X) No ()

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

While funds from other contracts & assess are needed in the office. At this time we do not anticipate the \$100 being transferred to affect any future contracts.

Funds will be transferred from Adult Basic/Secon.Ed. other contracts-Assess & Test 01-10600510+530900020

Explain specifically why additional funds are needed in the receiving account:

We do not at this time have a line item for publication and dues and would need to transfer funds for \$100 for the payment of The Maywood Chamber of Commerce membership fee as Dean Lynch is now the Liaison for Triton College.

Funds will need to be transferred into Adult Basic/Secon.Ed: Publication & Dues 01-10600510-540600005

Required Signatures

Requestor

DocuSigned by:

Benita R. Jorge

9/18/2019

B54EE019A3BC4D6...

DocuSigned by:

Jacqueline Lynch

9/18/2019

F30A918CD2F64AD...

Cost Center Manager

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:

Paul Jensen

9/19/2019

B19C006B11974DE...

DocuSigned by:

Susan Marie Campos

9/19/2019

FC3A451F8541495...

Area Vice President

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____ 8/24/19

Entered by: B4630DS 9/25/19

Budget Transfer Form

Dollar Amount

\$200.00

From what Budget Account

01 - 10900505 - 550200005

Object Code Description

In-State Travel

To what Budget Account

01 - 10900505 - 540100110

Office Supplies

Is this a Grant?

Yes ☐ No ☒

*If you are submitting a grant transfer, the following statement must appear in the Rationale:

"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes ☐ No ☒**Rationale:**

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

Funds for in-state travel for internships can be reduced because there are no current or future plans to travel extensively.

Explain specifically why additional funds are needed in the receiving account:

The Career Services Department is moving forward with a new Internship Advantage Program that will require presentation folders to prospective students. The extra funds will allow us to purchase these folders at a reasonable price from a vendor through our Marketing Department.

Required Signatures

Requestor

DocuSigned by:

Jacqueline Gordon

7/25/2019

Cost Center Manager

DocuSigned by:

Will White

7/29/2019

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:

Paul Jensen

8/14/2019

Area Vice President

DocuSigned by:

Susan Campos

8/28/2019

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____

Entered by:

B4632 DS 9/25/19

TRITON COLLEGE, District 504
Board of Trustees

Meeting of October 15, 2019

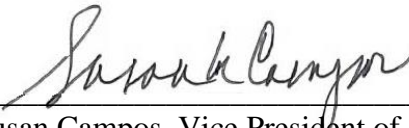
ACTION EXHIBIT NO. 16359

SUBJECT: ADDENDUM TO COOPERATIVE AGREEMENT WITH
AMITA SAINT FRANCIS HOSPITAL

RECOMMENDATION: That the Board of Trustees approve the Cooperative Agreement Addendum between Amita Saint Francis Hospital and Triton College. This amends the original Cooperative Agreement dated January 26, 2016 and will become effective once signed by both parties. This Addendum will automatically renew for successive one year periods unless either party terminates the Agreement upon written notice of one (1) semester or five (5) months, whichever is less. Students enrolled at the time of termination will be permitted to complete the current clinical rotation under the terms and conditions stated herein. There is no cost to the college for this Cooperative Agreement.

RATIONALE: This Cooperative Agreement Addendum will enable students in Triton College's Sterile Processing program to participate in clinical rotations at Amita Saint Francis Hospital. This Addendum is to the original Triton College Agreement.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes X No

**Addendum to Triton College
Cooperative Agreement with Amita Saint Frances Hospital**

The Parties agree to add "Sterile Processing Technician" to the list of Triton College Health Career programs participating in clinical rotations at Amita Saint Frances Hospital for the term of the Agreement, entered into by the Parties on November 2019.

The following language changes to current Cooperative Agreement to include Sterile Processing Technician:

- I.A. This affiliation is for the sole and limited purpose of providing clinical training in Sterile Processing to students enrolled at Triton under the auspices of Amita Saint Frances Hospital.
- II.D. Designate members of its staff qualified in Sterile Processing to serve as coordinators. The coordinators will represent Amita Saint Frances Hospital in matters related to Sterile Processing.
- IV.A. Jointly develop a clinical instruction guide designed to meet the educational aims of the entire Sterile Processing curriculum. The clinical instruction guides shall describe the proposed clinical areas, patient care, and patient service facilities to be utilized by Triton.
- IV.B. Have the right to request conferences to be scheduled at regular intervals for the purpose of planning, discussing and enhancing Sterile Processing.

Unless stated herein, all other terms and conditions of the Agreement shall remain unchanged. In the event of a conflict between this Addendum and the Agreement, this Addendum shall prevail.

In witness thereof, a duly authorized representative of Triton College and a duly authorized representative of Amita Saint Frances Hospital execute this Agreement in the representative's official capacity only, and the representative shall have no personal liability under this Agreement.

FOR THE COLLEGE:

**Triton College
River Grove, Illinois**

SIGNATURE ATTESTING

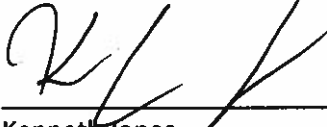
Mark R. Stephens
Chairman, Triton College Board of Trustees

Date

FOR HOSPITAL:

**Amita Saint Frances Hospital
Evanston, Illinois**

SIGNATURE ATTESTING



Kenneth Jones
President/CEO,
Amita Health Saint Francis Hospital Evanston

____9-13-19_____
Date

TRITON COLLEGE, District 504
Board of Trustees

Meeting of October 15, 2019

ACTION EXHIBIT NO. 16360

SUBJECT: AFFILIATION AGREEMENT WITH GOTTLIEB MEMORIAL HOSPITAL

RECOMMENDATION: That the Board of Trustees approve the Agreement between Gottlieb Memorial Hospital and Triton College. This Agreement shall commence on January 25, 2020, and shall remain in effect for a period of one year, expiring on January 24, 2021. At the end of the initial Term, this Agreement shall automatically renew for three successive one year periods unless terminated. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days written notice to the other party. In the event that this Agreement is not renewed, students who are participating at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth herein. There is no cost to the college associated with this Agreement.

RATIONALE: This Affiliation Agreement will enable students in the Associate Degree Nursing, Nursing Assistant, Nuclear Medicine Technology, Diagnostic Medical Sonography, Radiologic Technology, Surgical Technology, Ophthalmic Technician, Certified Medical Assistant, Emergency Medical Technician, Sterile Processing, and Vascular Technology in Sonography programs to participate in clinical rotations at Gottlieb Memorial Hospital. This is a Gottlieb Memorial Hospital standard Agreement and stands as presented.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes X No

EDUCATION AFFILIATION AGREEMENT

This Education Affiliation Agreement (“Agreement”) is entered into as of the 25th day of January, 2020 by and between **Gottlieb Memorial Hospital**, an Illinois not-for-profit corporation (“Hospital”) and Community College District 504, commonly known as **Triton College, an Illinois Community College** (“Institution”). For purposes of the Agreement, Hospital and Institution shall each be referred to as a “party” and collectively as the “parties.”

WHEREAS, Institution seeks to offer clinical education experience to its enrolled students in those programs identified in Exhibit A;

WHEREAS, Hospital recognizes the importance in aiding the educational development of health care professionals and persons seeking to become health care professionals and is willing to make its premises available for such purposes;

WHEREAS, the parties wish to enter into an agreement that sets forth the terms and conditions of engaging in a program for clinical education (the “Program”) at Hospital for students enrolled at Institution.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the parties agree as follows:

I. INSTITUTION DUTIES

A. Clinical Experience. Institution shall, in consultation with Hospital’s designated representatives, plan and administer the academic aspects of the Program in compliance with the requirements of all applicable laws, regulations, rules, and licensing or accrediting agencies. Institution shall modify the Program as necessary to accommodate Hospital’s requirements.

B. Student Records.

1. Institution Duties and Responsibilities. Institution acknowledges that it is an “educational agency or institution” subject to the requirements of the Family Education Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g). The parties agree that (a) Institution has direct control over student records for the purposes of FERPA and (b) since Hospital is not an “educational agency or institution” and does not receive any funds from the United States Secretary of Education, Institution is the party responsible for FERPA compliance. The parties further agree and acknowledge that (a) Hospital will need to have access to student records for legitimate educational interests and (b) Hospital may create and/or maintain records (such as for example immunization records or records relating to the students’ clinical instruction) that may become part of the students’ education records. As part of its responsibilities under FERPA, Institution shall be responsible for all recordkeeping relating to (a) any required documentation of Hospital’s access to a student’s records and/or

(b) Institution's disclosure of personally identifiable information from a student's education records to Hospital or to other third parties without the eligible student's written consent. Hospital shall make no disclosures of any educational records and shall, upon receipt of any request for information which may be deemed an education record, forward such request to Institution.

2. Institution Acknowledgment and Notification. Institution acknowledges that it has adopted a FERPA policy and issues an annual notification to eligible students, which, among other matters, informs each eligible student that he/she, has the right to:

- a. Inspect and review his/her education record;
- b. Seek amendment of his/her education record that the eligible student believes to be inaccurate, misleading, or otherwise a violation of the student's privacy rights; and
- c. Consent in writing to disclosures of personally identifiable information contained in his/her education record, except to the extent FERPA authorizes disclosure without such written consent.

C. Student Names. Institution shall provide the names of students who will participate in the Program as soon as possible after registration for each semester, but in no event later than one week before the beginning of the Program at Hospital.

D. Supervision. Institution shall supervise all students in accordance with pertinent laws and regulations. All student observations and/or clinical experiences shall be subject to the approval of Hospital. Hospital shall remain solely responsible for all patient care.

E. Training. Institution shall provide adequate preclinical instruction to each student in accordance with standards mutually agreeable to Institution and Hospital and shall present for clinical experience at Hospital only those students who have satisfactorily completed the preclinical instructional program. Furthermore, Institution shall screen the students for training, background, and experience and shall recommend for placement in the Program only those students who meet the requirements for participation mutually established by Institution and Hospital.

F. Background Check. **If student will have direct contact with patients, student must satisfy background check.** The Institution shall perform a felony and misdemeanor criminal background check showing "no findings" on each student and provide evidence of such to Hospital prior to placement at a Hospital facility. If the student has any prior convictions or current charges for any state or federal

offenses, other than minor traffic violations, Institution shall notify Hospital prior to, or during, placement at Hospital facility. However, any felony conviction within the previous five (5) years, and certain other convictions regardless of the length of time since conviction, as determined by Hospital, will preclude a student from participating in the Program.

- G. Government Healthcare Exclusion. Institution hereby represents and warrants that student is not listed by any federal or state agency as excluded, debarred, or otherwise ineligible for participation in any federal or state health care program (<http://oig.hhs.gov/exclusions>). Institution shall notify Hospital immediately in accordance with the notice provisions of this Agreement of any such conviction, exclusion, debarment, or ineligibility.
- H. Policies. Institution shall instruct all of its students assigned to Hospital with regard to, and shall monitor and assure compliance with, all rules, regulations, standards, bylaws, and policies and procedures of Hospital and its affiliates, including, but not limited to, those relating to (a) the confidentiality of patient and Hospital records and information and (b) the responsibility and authority of the medical, nursing, and administrative staff of Hospital over patient care and Hospital administration. Institution shall instruct all of its students that Hospital identification badges must be worn at all times students are in Hospital facilities.
- I. OSHA Training. Institution shall document the appropriate training of its employees and students concerning applicable Occupational Safety and Health Administration (“OSHA”) requirements, including, without limitation, blood borne pathogens. Institution shall make such documentation available for Hospital’s review upon request.
- J. HIPAA Training. Institution shall document the appropriate training of its employees and students concerning applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, and all implementing regulations.
- K. Confidentiality and Network Access Agreement. Each of Institution’s students and school faculty participating in the program must read and sign the Loyola University Health System/Trinity Health Confidentiality and Network Access Agreement before coming to Hospital. Any student's breach of the Confidentiality and Network Access Agreement will result in the immediate discontinuation of the student’s experience at Hospital.
- L. Gottlieb Memorial Hospital Clinical Experience Participation Agreement. Each of Institution’s students participating in the program must read and sign the Gottlieb Memorial Hospital Clinical Experience Participation Agreement attached as Exhibit B and incorporated hereto.

M. Health Certification of Students. Institution shall ensure that each student provides Hospital with the following prior to the start of any clinical rotation at Hospital:

1. Two-step Tuberculin Skin or Quantiferon Gold test. The Tuberculin Assessment Form must be completed if previous tuberculin test was positive. If student has a history of a positive TB skin test/Quantiferon test, or tests positive for TB, documentation of the positive test is required a copy of a chest x-ray taken within the past three months and results of the CXR are reviewed. If student took medication for active/latent tuberculosis, records must be provided.
2. Documentation of measles, mumps and rubella titers showing immunity. If non-immune, two MMR vaccinations.
3. Record of current TDAP immunization prior to placement at Hospital.
4. Attestation of having had the chicken pox or varicella titer as showing immunity.
5. Evidence of Cardiopulmonary Resuscitation (CPR) skills.
6. Negative 5-panel drug screen
7. Institution will provide Hospital with evidence that Student(s) has received the vaccination against Hepatitis B, proof of immunity to Hepatitis B, (or written refusal of Hepatitis B vaccination signed by Student that expressly holds the Hospital harmless for any Hepatitis B exposure or infection that may result from Student's clinical experience at Hospital) and/or such other immunization and health-related testing as may be required by the State Department of Health Services or the Occupation Health and Safety Administration for each student assigned to Hospital, as these requirements may change from time to time. For purposes of this Agreement, Student shall be considered to be vaccinated against Hepatitis B if he or she has received at least one injection of the vaccine and is in the process of completing the required services of three injections.
8. Evidence that student has received the seasonal flu vaccination (between the months of October and April) in accordance with Hospital's policy.
9. Color blindness testing prior to placement at Hospital.
10. Evidence that student has received a passing score of 80% on all Hospital testing.

Institution shall be responsible for obtaining and maintaining records of the above requirements. Upon request, Institution shall provide Hospital with evidence that said requirements have been satisfied. Any students who do not satisfy the above requirements will not be placed at Hospital.

- N. Notification. Institution shall notify the appropriate Hospital department at least thirty (30) days prior to the date Institution desires to establish a clinical experience for its students. Such notice shall include Institution's overall plan for the use of Hospital's facilities, including the objectives, approximate number of students for each term or semester, dates, times, and levels of each student's academic preparedness. Institution shall again notify the one business day prior to the date the clinical experience is scheduled to commence.
- O. Control Over Academic Aspects. Institution shall have complete control over all academic aspects of the Program, including, but not limited to, admissions, administration, faculty appointments, program design, grading, examinations, evaluations, and discipline.

II. HOSPITAL DUTIES

- A. Hospital Use. Hospital shall provide for the reasonable and appropriate use of its facilities by students enrolled in Institution or otherwise provided by Institution
- B. Clinical Site. Hospital shall offer clinical experiences through which Institution's students may maintain and/or acquire skills.
- C. Control Over Direct Patient Care. Hospital shall plan and administer all aspects of patient care at Hospital and shall have complete control over the care of patients under the Program. Hospital has the sole right to determine the patients with whom students work. Hospital shall provide qualified supervision of all patient care activities involving Institution's students, and all student interaction with patients shall occur under the supervision of qualified Hospital personnel.
- D. Faculty Patient Contact. No faculty member of Institution shall have any direct contact with Hospital patients unless he or she receives advance written permission from Hospital.
- E. Services. During clinical education experiences under the Program, students shall be permitted to participate in professional services at Hospital facilities under the supervision of the appropriate professional staff of Hospital and Institution. The scope of students' participation will be determined by the applicable Hospital policies, to the extent permitted by law, and at discretion of Hospital staff.
- F. Temporary Removal. In the event of an emergency, or when required in other situations, Hospital personnel shall have the right to temporarily relieve or remove

a student from a specific assignment or require that such student leave an area or department.

- G. Termination of Student Participation. At the Hospital's sole reasonable discretion, Hospital may terminate the participation of any student in any clinical education experience governed by this Agreement if Hospital determines that student failed to observe applicable policies, procedures, rules, or regulations of Hospital or the instruction of Hospital supervisors, or has in any other manner compromised an acceptable standard of patient care. Said removal shall not be subject to any substantive or procedural rules governing student rights. Hospital shall provide immediate verbal notice to Institution and written notice thereafter to Institution of any such termination of student participation in the Program, and Institution shall immediately comply with such notice.
- H. Non-discrimination. No student or institution staff shall, on the grounds of race, color, gender, creed, religion, age, national origin, or any other protected status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any provision of this Agreement. Regarding any position for which a student is qualified, Hospital shall not discriminate against any student because of physical or mental handicap. Hospital agrees to treat qualified handicapped students without discrimination based upon their physical or mental handicap in all clinical activities associated with this Agreement and to afford such students reasonable accommodations at the expense of Institution.
- I. Non-teaching Patients. No provision of this Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of the Hospital medical staff from designating any patient as a non-teaching patient.
- J. Right of Refusal. No provision of this Agreement shall prevent Hospital from refusing to accept any student who has previously been discharged for cause as an employee of Hospital, who has been removed from or relieved of responsibilities for cause by Hospital, or who would not be eligible to be employed by Hospital. Hospital shall notify Institution in writing of its refusal to accept a student and the basis for the refusal; Institution shall not thereafter submit such student for clinical experience at Hospital.
- K. Student Records.
 - 1. Hospital's Duties and Responsibilities. Pursuant to Institution's FERPA policy, Hospital is a service provider that performs under contract with the Institution. Accordingly, Hospital is designated as a school official for the purposes of FERPA. Institution agrees that the Hospital officials have a legitimate educational interest in having access to students' education records; that Hospital officials and employees are performing services or functions for which Institution would otherwise use employees; that for the purposes of FERPA, Hospital officials are under the direction of

Institution with respect to the use and maintenance of student records; and that Hospital is subject to FERPA requirements with respect to redisclosure of personally identifiable information, specifically the requirement in 34 C.F.R. § 99.33 that Hospital will not disclose personally identifiable information from a student record without the prior written consent of the eligible student, unless the disclosure meets one of the exceptions recognized by FERPA.

III. MUTUAL DUTIES

- A. Student Assignment. Institution and Hospital shall mutually agree upon assignment of students to particular Hospital facilities.

IV. RELATIONSHIP OF THE PARTIES

- A. Legal Status. It is understood and agreed that the students are enrolled in a professional education program offered by Institution. Institution's students shall not be deemed or considered to be employees of Hospital for any purposes, including, but not limited to, compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, and social security. At no time shall students replace or substitute any employee of Hospital. This provision shall not be deemed to prohibit the employment of any such student by Hospital under a separate employment agreement.

It is understood and agreed that the Hospital staff shall not be deemed or considered to be employees of Institution for any purposes, including, but not limited to, compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, accrual of tenure, and social security. At no time shall Hospital staff replace or substitute any employee of Institution.

- B. Independent Contractor. Nothing in this Agreement is intended or shall be deemed or construed to create any relationship between the parties other than that of educational affiliation. In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.

V. TERM AND TERMINATION

- A. Term and Extension Period. This Agreement shall commence on January 25, 2020 ("Effective Date") and shall remain in effect for a period of one year expiring on January 24, 2021 (the "Term"). At the end of the initial Term, this Agreement shall automatically renew for three successive one year periods unless terminated by the parties ("Renewal Period").

- B. Termination by Either Party. During either the Term or Renewal Period of the Agreement, either party may terminate the Agreement with or without cause upon ninety (90) days advance written notice to the other party. Any students participating in a clinical rotation at the time of termination shall be permitted to complete the rotation under the terms and conditions stated herein.
- C. Legal Opinion. If Hospital obtains a written opinion of legal counsel stating that, in the event of an audit or investigation, this Agreement is likely to be challenged by any governmental agency as illegal, improper, or resulting in fines, penalties, exclusion from the Medicare or Medicaid programs, loss of tax-exempt status, or its ability to obtain tax-exempt financing, Hospital may terminate this Agreement by providing written notice, including a copy of such opinion, to Institution. Within ten (10) days of such notice, the parties shall meet to discuss mutually acceptable means of restructuring the relationship to eliminate the legal concern. In the event that the parties are unable to reach agreement on new terms within twenty (20) days of their initial meeting, this Agreement shall automatically terminate.
- D. Force Majeure. If either party is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, governmental restrictions, fire or other casualty, emergency, closure of the facility or department, etc., or any other cause beyond the reasonable control of the party, such non-performing party shall be excused from the performance by the other party, and shall not be in breach of this Agreement, for a period equal to any such prevention, delay, or stoppage. Notwithstanding this provision, either party may terminate this Agreement immediately upon written notice to the other party if such events continue for more than thirty (30) days.

VI. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- A. Confidential or Proprietary Information. During the Term and any Extension Period of this Agreement and in perpetuity thereafter, regardless of the reason for the termination of this Agreement, Institution and/or students shall hold all data and information, in any form, that is confidential or proprietary to Hospital used or encountered during the Term or any Extension Period of this Agreement (“Proprietary Information”) in confidence and shall not discuss, communicate or disclose to others, or make any copy or use of the Proprietary Information without first obtaining the written consent of Hospital, unless required by law. In the event that Institution and/or a student is required (whether by statute, regulation, law, or order of a court of competent jurisdiction) to disclose any Proprietary Information, Institution and/or the student shall provide Hospital with prompt written notice of any such requirement to permit Hospital the opportunity to seek a protective order or other appropriate remedy.
- B. Patient Identification. The identity of a patient, the nature of procedures or services provided to patients, and information included in the patient’s medical

records shall be confidential and shall not be disclosed by Institution or students other than for use in direct patient care unless authorized in writing by Hospital or as may be required by law. Without limiting the foregoing, Institution agrees to comply with all applicable federal and state confidentiality laws including, without limitation, HIPAA, as amended, and its related regulations.

- C. Records. Hospital shall have custody and control of all medical records and charts in patient files. Neither Institution nor any student may remove or copy such records except with written permission of Hospital.
- D. Studies and Research. Institution and students shall submit all reports, projects, theses, and publications based upon studies and research arising out of the cooperative education experience permitted by this Agreement to Hospital for review and approval prior to release. Approval by Hospital shall not be unreasonably withheld or denied.

VII. INDEMNIFICATION AND INSURANCE

- A. Institution Indemnification. Institution agrees to indemnify, defend, and hold Hospital and its directors, officers, employees, and agents harmless from and against any claims, liabilities, losses, costs, damages, or expenses, including reasonable legal fees and expenses, of any kind or nature arising out of the actions or omissions of Institution, its faculty, or its students in connection with the performance of their duties and obligations under this Agreement.

Institution, as an entity and on behalf of its employees, agents, and students, claims any and all governmental immunity as may be established by or set forth under Federal or Illinois law, rule or regulation.

- B. Hospital Indemnification. Hospital agrees to indemnify, defend, and hold Institution and its directors, officers, employees, and agents harmless from and against any claims, liabilities, losses, costs, damages, or expenses, including reasonable legal fees and expenses, of any kind or nature arising out of the negligent actions or omissions of Hospital and its directors, officers or employees in connection with the performance of their duties and obligations under this Agreement.
- C. Methods of Indemnification. In the event of an indemnification, the indemnified party shall have the option of either (a) providing its own defense for which the indemnifying party shall promptly pay the indemnified party its reasonable cost and expenses or (b) tendering the defense to the indemnifying party, which shall assume it.
- D. Notification. Each party shall notify the other as soon as practicable, in no event later than ten (10) days of receipt of any lawsuits, claims, or notices of intent to

file a lawsuit based in any manner on services rendered or performed under this Agreement.

- E. Professional Liability Insurance. Institution shall not assign any Students or instructors to Hospital facilities until Institution can demonstrate professional liability insurance coverage with policy limits of One Million Dollars (\$1,000,000) per claim or occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate.

Hospital shall maintain professional liability insurance coverage for all participating staff and employees with policy limits of One Million Dollars (\$1,000,000) per claim or occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate.

- F. General Liability Insurance. Institution shall not assign any students or instructors to Hospital facilities until Institution can demonstrate general liability insurance coverage with policy limits of Two Million Dollars (\$2,000,000) per claim or occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate. The amounts of insurance specified under this Section may be satisfied by any combination of primary and umbrella (excess liability) limits, so long as the total amount of insurance is not less than the sum of limits specified.

Hospital shall demonstrate general liability insurance coverage with policy limits of Two Million Dollars (\$2,000,000) per claim or occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate. The amounts of insurance specified under this Section may be satisfied by any combination of primary and umbrella (excess liability) limits, so long as the total amount of insurance is not less than the sum of limits specified.

- G. Extended Reporting Period Insurance ("Tail Policy"). In the event that the professional or general liability insurance coverages required under this Agreement are provided under a "claims-made" form, Institution shall maintain such insurance coverage(s) for a period of not less than three (3) years following the last date on which any person covered by such insurance(s) participated in the Program. If Institution obtains a separate "tail policy" to provide such continuing coverage, the "tail policy" shall have the same limits as the primary professional or general liability policy.

- H. Student Health Insurance. Institution will ensure that each student participating in the Program at Hospital has health insurance to cover emergency health care for illnesses or injuries resulting from the student's field experience in the Program at Hospital. It shall be the responsibility of the Student to provide payment or adequate health insurance coverage for such emergency care and any subsequent care.

- I. Proof of Insurance. Attached to this Agreement as an exhibit is a copy of Institution and Hospital's certificates of insurance required under this section. Each party shall provide updated certificates of insurance annually and upon request, to maintain compliance with the terms of this Agreement. Said certificates of insurance shall not be materially amended or cancelled without 30 days prior written notice to the other party.

VIII. MISCELLANEOUS

- A. Governing Law. The laws of the State where the services are to be performed govern this Agreement.
- B. Venue. Venue shall be proper only in the Circuit Court of Cook County.
- C. Amendment. An amendment of this Agreement is not effective unless it is in writing and signed by authorized agents both of the parties.
- D. Waiver. Waiver of any provision(s) of this Agreement is not effective unless the waiver is in writing and signed by the authorized agents of the party against whom enforcement of the waiver is sought. Failure to enforce any provision does not constitute a waiver.
- E. Reformation. The provisions of this Agreement shall be deemed severable and if any part of any provision is determined to be unenforceable, the provision may be changed by written agreement of the parties to the extent reasonably necessary to make the provision, as so changed, enforceable.
- F. Severability. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement will not in any way be affected or impaired, but will remain binding in accordance with their terms.
- G. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision.
- H. Notices. Notice shall be given in writing and shall be effective upon depositing the notice in first-class mail or certified mail, return receipt requested, or with a nationally-recognized courier to Hospital or Institution at the addresses below or upon actual receipt by the other party. Either party may change the address to which notices are to be sent by notice given in accordance with the provisions of this Section.

Any notice provided to Hospital shall be directed to:

Gottlieb Memorial Hospital
701 North Ave,

Melrose Park, IL 60160
708-681-3200
Contact Person:

With a copy to:

Senior Vice President and General Counsel
Office of the General Counsel
Loyola University Medical Center
2160 South First Avenue
Maywood, Illinois 60153

If to the Institution:

Triton College
Attn: Pamela Harmon
2000 North Fifth Avenue, RM H-120
River Grove, Illinois 60171
Interim Dean of Health Careers and Public Service Programs
Facsimile: (708) 779-4902

Sarie Winner
Kusper & Raucci Chartered
30 North LaSalle Street
Chicago, Illinois 60602

- I. Enforceability. This Agreement is intended for the benefit of the parties only. There are no other intended third party beneficiaries.
- J. Presumption. There is no presumption for or against either party as a result of such party being the principal drafter of this Agreement.
- K. Entire Agreement. This Agreement, including all exhibits referenced herein, constitutes the entire agreement between the parties concerning the subject matter herein. This Agreement supersedes all prior and concurrent negotiations, agreements, and understandings between the parties, whether oral or in writing, concerning the subject matter hereof.

- L. Assignment. This Agreement may not be assigned, except by Hospital to a parent, subsidiary, successor, or affiliated entity, without the written consent of the parties. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- M. Authorized Agent. This Agreement is executed by an authorized representative of Institution in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- N. Business Licenses and Accreditation. Hospital represents that it possesses all required certifications and accreditations, professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations.
- O. Sexual Harassment. Each party certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- P. Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of the page is left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GOTTLIEB MEMORIAL HOSPITAL

Signature: _____

Name: _____

Title: _____

Date: _____

**TRITON COLLEGE, AN ILLINOIS COMMUNITY
COLLEGE**

Signature: _____

Name: Mark R. Stephens

Title: Board Chairman

Date: October 15, 2019

EXHIBIT A
CLINICAL PROGRAMS

Associate Degree Nursing
Nursing Assistant
Nuclear Medicine Technology
Diagnostic Medical Sonography
Radiologic Technology
Surgical Technology
Ophthalmic Technician
Certified Medical Assistant
Emergency Medical Technician
Sterile Processing
Vascular Technology in Sonography

EXHIBIT B

GOTTLIEB MEMORIAL HOSPITAL CLINICAL EXPERIENCE PARTICIPATION AGREEMENT

I, _____ ("Student"), in consideration of participating in the clinical education program provided by Gottlieb Memorial Hospital, through my participation in Gottlieb Memorial Hospital clinical training program, hereby agree to the following:

1. I will comply with all applicable standards of care, policies, procedures, rules and regulations of Gottlieb Memorial Hospital, and the instructions of Gottlieb Memorial Hospital supervisors, including but not limited to, those governing patient confidentiality. I will further observe conservative and professionally appropriate modes of dress, behavior and grooming at all times.
2. I will participate in clinical education and training opportunities in accordance with the instructions of Gottlieb Memorial Hospital supervisors.
3. Student will submit proof of a negative status of TB confirmed by either TB test or results of a CXR and an immunization record, except as may be exempted by law or administrative regulation. I understand that if I refuse any immunizations or health-related testing, I may be terminated from the clinical training program at Gottlieb Memorial Hospital. In the event, however, that I refuse the Hepatitis B vaccination, I will not be terminated from the Program if I promptly sign a written waiver expressly holding Gottlieb Memorial Hospital harmless for any Hepatitis B exposure or infection that might result from clinical experience at Gottlieb Memorial Hospital.
4. I understand and acknowledge that Gottlieb Memorial Hospital has the right to take certain actions, including but not limited to, the right to suspend or terminate me from, or limit my participation in, the clinical education program, or to evaluate me unfavorably, if in its exclusive judgment I have failed to observe applicable policies, procedures, rules, regulations, or the instructions of Gottlieb Memorial Hospital supervisors, or have compromised the standard or quality of patient care or the safety of patients, or for other reasonable cause, including the failure to follow appropriate modes of dress, grooming and behavior. I hereby voluntarily release Gottlieb Memorial Hospital and their employees, agents and medical staff from any and all liability based on such actions.
5. I acknowledge that the clinical experience received by me from Gottlieb Memorial Hospital shall be received as a student of "SCHOOL" as a part of my professional training, and not as an employee of Gottlieb Memorial Hospital. I understand that as a participant in this clinical education program, I shall not be entitled to compensation or

employee benefits, nor shall I be considered an employee of Gottlieb Memorial Hospital for purposes of unemployment compensation, minimum wage laws, workers' compensation, income tax withholding, Social Security, or any other purpose.

6. I understand and acknowledge that "SCHOOL" shall have complete control over all academic aspects of the Program, including but not limited to, admissions, administration, faculty appointments, program design, grading, examinations and evaluations. I hereby voluntarily release Gottlieb Memorial Hospital and their employees, agents and medical staff from any and all liability based on such actions.
7. I understand that I am required to have health insurance sufficient to cover emergency health care for illnesses or injuries resulting from my educational experience in the Program at Gottlieb Memorial Hospital. I also understand it is my sole responsibility to provide payment or adequate health insurance coverage for such emergency care and any subsequent care as well as payment of any co-pays or deductibles.
8. I understand that if I am injured or become ill as a result of my experience at Gottlieb Memorial Hospital and if a recommendation is made that I go to the Emergency Department for an evaluation, I am under no obligation to do so. However if I elect not to be seen as recommended Gottlieb Memorial Hospital may, in its sole reasonable discretion, require that I depart the premises and not return unless or until I am cleared by a health care provider for either the injury or illness which resulted in the recommendation in the first instance.
9. I have read this Participation Agreement carefully and have had sufficient opportunity to ask questions and have it explained to me before signing it.

Participant's Signature

Date: _____

EXHIBIT C
INSTITUTION CERTIFICATE OF INSURANCE

TRITON COLLEGE, District 504
Board of Trustees

Meeting of October 15, 2019

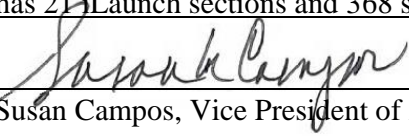
ACTION EXHIBIT NO. 16361

SUBJECT: CHANGE OF COURSE FEE FOR MAT 085 ILAUNCH SECTIONS

RECOMMENDATION: That the Board of Trustees approve the course fee of \$75 for all iLaunch sections of MAT 085 effective Spring 2020 as part of the Agreement with Follett Bookstore to implement McGraw Hill Education's IncludedED program. All iLaunch sections will be designated with a "700 section code". Students will pay the \$75 fee to Triton College and the full fee will be remitted by Triton to Follett. Students are not charged for course materials if they drop the class during the normal "full refund" period. The cost to Triton will be the expense of collecting the fee, including but not limited to any loss realized from students who do not pay College tuition and fees.

RATIONALE: Nationally, about 25% students do not purchase instructional materials by the first day of class which directly impacts student success. By including the cost of the instructional materials (\$75) into the course fee, the IncludedED program will provide iLaunch students with access to the instructional materials as early as one week prior to the first day of class. The expectation is a greater rate of student completion and increased retention. Triton College will earn a 7% commission from Follett on all iLaunch course materials. (The Fall 2019 has 21 iLaunch sections and 368 students.)

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes _____ No X

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of October 15, 2019

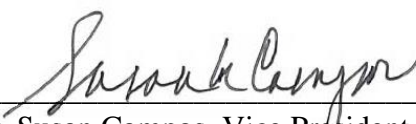
ACTION EXHIBIT NO. 16362

SUBJECT: COLLEGE CURRICULUM COMMITTEE RECOMMENDATIONS

RECOMMENDATION: That the Board of Trustees approve the attached College Curriculum Committee recommendations.

RATIONALE: These recommendations were approved by the College Curriculum Committee on September 5, 2019, and approved by the Academic Senate on September 10, 2019.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

_____	_____	_____
Mark R. Stephens	Diane Viverito	Date
Chairman	Secretary	

Related forms requiring signature: Yes _____ No X

MEMO

TO: Susan Campos

FROM: Julianne Murphy

DATE: Monday, September 09, 2019

RE: College Curriculum Committee Item(s) from September 5, 2019
for Academic Senate on September 10, 2019

CCC Number Item/Description and Summary

CHM 100 Chemistry and Society **Effective Date:** 1/20/2020

Proposal Type: Revised Course

Summary: updated general education outcomes, topical learning outcomes and course description

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, course description and topical learning outcomes, to bring in line with current course offering and to align with current IAI requirements.

CHM 234 Organic Chemistry I **Effective Date:** 1/20/2020

Proposal Type: Revised Course

Summary: added lab manual; updated general education and topical learning outcomes

Rationale: CHM 234 was revised to include a new lab manual that includes a combination of labs written by faculty in the Triton College Science Department and labs using the Vernier system, which is unpublished and provided to students through Blackboard. The course outline was revised in preparation for IAI review and includes updated general education outcomes and topical learning outcomes that align with our institutional general education outcome revision.

CCC Number Item/Description and Summary

CHM 235 Organic Chemistry II **Effective Date:** 1/20/2020

Proposal Type: Revised Course

Summary: added lab manual; updated general education and topical learning outcomes

Rationale: CHM 235 was revised to add a new lab manual that includes a combination of labs written by faculty in the Triton College Science Department and labs using the Vernier system that is unpublished and provided to students through Blackboard. The course outline was revised in preparation for IAI review and now includes updated general education outcomes, and topical learning outcomes that align with our institutional general education outcome revision.

COL 102 Embracing the College Experience **Effective Date:** 1/20/2020

Proposal Type: Revised Course

Summary: updated general education outcomes and topical learning outcomes

Rationale: The general education outcomes and topical learning outcomes were updated to align with our institutional general education outcome revision; along with, Recommended Instructional Strategies and Recommended Formative Assessment.

C448U VIC/Digital Media Certificate **Effective Date:** 1/20/2020

Proposal Type: Inactive Curriculum

Summary: program inactivated

Rationale: The Digital Media Certificate was inactivated, as it includes courses that were never fully developed or offered, and those courses that are offered will be integrated into the Graphic Design and Photography programs.

CCC Number	Item/Description and Summary	
C448W	VIC/Layout & Design Certificate	Effective Date: 1/20/2020
Proposal Type:	Inactive Curriculum	
Summary:	program inactivated	
Rationale:	The Layout and Design Certificate was inactivated to avoid duplication of classes, and focus on students' skills required by the Graphic Design and photography industries, as recommended by the Advisory Board.	
AHL 100	Introduction to Patient Care	Effective Date: 1/20/2020 Lab Fee: \$65.00
Proposal Type:	Revised Course	
Summary:	updated general education and topical learning outcomes; lab fee increased from \$45 to \$65	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with topical learning outcomes, to align with industry standards. The lab fee was increased from \$45 to \$65 to cover the cost of consumables in the course.	
AHL 101	Essentials of Medical Terminology	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education and topical learning outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with topical learning outcomes, to align with industry standards.	
AHL 102	Ethics and Law for Allied Health Professionals	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education and topical learning outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with topical learning outcomes, to align with industry standards.	

CCC Number	Item/Description and Summary	
AHL 103	Basic Pharmacology for Allied Health Professionals	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education and topical learning outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, topical learning outcomes and course description, to bring in line with current course offering.	
AHL 107	Intravenous Venipuncture	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education and topical learning outcomes, assessment and instructional strategies	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, and topical learning outcomes, to bring in line with current course offering and align with industry standards.	
AHL 108	Electrocardiography	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education and topical learning outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, and topical learning outcomes, to bring in line with current course offering and to align with industry standards.	
AHL 109	Drug Calculations	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education and topical learning outcomes, assessment and instructional strategies and textbook	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and topical learning outcomes, to bring in line with current course offering and to align with industry standards.	

CCC Number	Item/Description and Summary		
AHL 110	Medical Coding and Office Procedures	Effective Date:	1/20/2020
Proposal Type:	Revised Course		
Summary:	updated general education and topical learning outcomes, assessment and instructional strategies		
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, and topical learning outcomes, to bring in line with current course offering and to align with industry standards.		
AHL 111	Applied Medical Terminology	Effective Date:	1/20/2020
Proposal Type:	Revised Course		
Summary:	updated general education and topical learning outcomes, assessment and instructional strategies and textbook		
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, and topical learning outcomes, to bring in line with current course offering and to align with industry standards.		
AHL 112	Pharmacology and Drug Administration	Effective Date:	1/20/2020
Proposal Type:	Revised Course		
Summary:	updated general education and topical learning outcomes, prerequisite, assessment and instructional strategies		
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with the prerequisite, to bring in line with current course offering and to align with industry standards.		
AHL 120	Comprehensive Medical Terminology	Effective Date:	1/20/2020
		Lab Fee:	\$0.00
Proposal Type:	Revised Course		
Summary:	updated general education and topical learning outcomes, assessment and instructional strategies and textbook		
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and topical learning outcomes, to bring in line with current course offering and to align with industry standards.		

CCC Number	Item/Description and Summary		
AHL 202	Comprehensive Medical Ethics	Effective Date:	1/20/2020
Proposal Type:	Revised Course		
Summary:	updated general education and topical learning outcomes, assessment and instructional strategies and textbook		
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, and topical learning outcomes, to bring in line with current course offering and to align with industry standards.		
ECE 115	Infant Toddler Development	Effective Date:	1/20/2020
		Lab Fee:	\$0.00
Proposal Type:	Revised Course		
Summary:	lecture from 2 to 3; lab from 2 to 0; lab fee from \$15 to \$0; repeatable from 0 to 2 times		
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision. The lab hours were removed from the course, as this course does not require a lab component or lab fee. The course description was revised for clarity and the notification of field observation hour requirement was added. The course was made repeatable to allow students to attain proper skill level.		
ECE 118	Health Safety and Nutrition	Effective Date:	1/20/2020
		Lab Fee:	\$0.00
Proposal Type:	Revised Course		
Summary:	lecture from 2 to 3; lab from 2 to 0; lab fee from \$20 to \$0; course description change; repeatable from 0 to 2 times		
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision. The lab hours were removed, as this course does not require a lab component or lab fee. The course description was revised for clarity and the notification of field observation hour requirement was added. The course was made repeatable to allow students to attain proper skill level.		

CCC Number Item/Description and Summary

ECE 121 Language Development and Activities

Effective Date: 1/20/2020
Lab Fee: \$0.00

Proposal Type: Revised Course

Summary: lecture from 2 to 3; lab from 2 to 0; lab fee from \$15 to \$0;
course description change; prerequisite to 'ECE 110, ECE 111,
ECE 118, ECE 142, ECE 146 (all with a grade of 'C' or higher)';
repeatable from 0 to 2 times

Rationale: The general education outcomes were updated to align with our
institutional general education outcome revision.
The lab hours were removed, as this course does not require a
lab component or lab fee. Course prerequisites were added to
better prepare students for success. The course description was
revised for clarity and the course learning objectives were
revised to better align with the course content. The course was
made repeatable to allow students to attain proper skill level.

ECE 231 Science and Math for Children

Effective Date: 1/20/2020
Lab Fee: \$0.00

Proposal Type: Revised Course

Summary: lecture from 2 to 3; lab from 2 to 0; lab fee from \$20 to \$0;
course description change; prerequisite to 'ECE 110, ECE 111,
ECE 118, ECE 142, ECE 146 (all with a grade of 'C' or higher)';
repeatable from 0 to 2 times

Rationale: The general education outcomes were updated to align with our
institutional general education outcome revision.
The lab hours were removed, as this course does not require a
lab component or lab fee. Course prerequisites were added to
better prepare students for success. The course description was
revised for clarity and the course learning objectives were
revised to better align with the course content. The course was
made repeatable to allow students to attain proper skill level.

CCC Number Item/Description and Summary

ECE 251 Practicum

Effective Date: 1/20/2020

Proposal Type: Revised Course

Summary: course description change; prerequisite to 'ECE 110, ECE 111,
ECE 118, ECE 121, ECE 138, ECE 142, ECE 146, ECE 153,
ECE 231, ECE 233, concurrent enrollment with ECE 252, and
department chairperson's approval (all with a grade of 'C' or
higher)'; repeatable from 0 to 1 time

Rationale: This practicum is designed for student application of what they
have learned throughout the program and further prepares them
for a teaching position within the early childhood education field.
The current number of practical hours are not sufficient for
student preparation. After conducting research in regard to the
number of hours our peer institutions are requiring students to
complete over the course of their practical experience, we have
found that on average students are completing around 250.
Therefore, we would like to change the practicum hour
requirement from 126 to 300, which will allow our students to
have a more comprehensive practical experience. ECE 251 was
made repeatable so that students have an opportunity for
improvement in their practices.

The general education outcomes have been updated to align with
our institutional general education outcome revision, along with
updated course prerequisites to better prepare students for
success. The course description was revised for clarity and the
course learning objectives have been revised to better align with
the course content. The course was made repeatable to allow
students to attain proper skill level.

FET 101 Indoor Air Quality

Effective Date: 1/20/2020

Proposal Type: Revised Course

Summary: updated general education and topical learning outcomes,
assessment and instructional strategies

Rationale: The general education outcomes were updated to align with our
institutional general education outcome revision, along with
assessment and instructional strategies and topical outcomes,
based on employer needs, equipment and technology updates
and industry standards, to bring in line with current course offering.

CCC Number **Item/Description and Summary**

FET 105 Commercial Heating and Cooling Systems I Effective Date: 1/20/2020

Proposal Type: Revised Course

Summary: updated general education and topical learning outcomes, assessment and instructional strategies and course description

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, topical learning outcomes and course description, based on employer needs, equipment and technology updates and industry standards, to bring in line with current course offering.

FET 110 Electricity for Facilities Engineers I Effective Date: 1/20/2020

Proposal Type: Revised Course

Summary: updated general education and topical learning outcomes, assessment and instructional strategies, textbook and course description

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, course description and topical learning outcomes, based on employer needs, equipment and technology updates and industry standards, to bring in line with current course offering.

FET 115 Commercial Heating and Cooling Systems II Effective Date: 1/20/2020

Proposal Type: Revised Course

Summary: updated general education and topical learning outcomes, assessment and instructional strategies, textbook and course description

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, course description and topical learning outcomes, based on employer needs, equipment and technology updates and industry standards, and course description, to bring in line with current course offering.

CCC Number **Item/Description and Summary**

FET 125 Testing and Balancing Effective Date: 1/20/2020

Proposal Type: Revised Course

Summary: updated general education and topical learning outcomes, assessment and instructional strategies, textbook and course description

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, course description and topical learning outcomes, based on employer needs, equipment and technology updates and industry standards, and course description, to bring in line with current course offering.

FET 135 Pneumatic and Direct Digital Controls Effective Date: 1/20/2020

Proposal Type: Revised Course

Summary: updated general education and topical learning outcomes, assessment and instructional strategies, textbook and course description.

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, course description and topical learning outcomes, based on employer needs, equipment and technology updates and industry standards, and course description, to bring in line with current course offering.

FET 140 Plumbing Repair and Maintenance Effective Date: 1/20/2020

Proposal Type: Revised Course

Summary: updated general education and topical learning outcomes, assessment and instructional strategies, textbook and course description

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, course description and topical learning outcomes, based on employer needs, equipment and technology updates and industry standards, and course description, to bring in line with current course offering.

CCC Number **Item/Description and Summary**

FET 201 **Understanding Plan Drawings** **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education and topical learning outcomes, assessment and instructional strategies and textbook

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and topical learning outcomes, based on employer needs, equipment and technology updates and industry standards, and course description, to bring in line with current course offering.

FET 210 **Electricity for Facilities Engineers II** **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education and topical learning outcomes, assessment and instructional strategies, textbook and course description

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, course description and topical learning outcomes, based on employer needs, equipment and technology updates and industry standards, and course description, to bring in line with current course offering.

FET 215 **Basic Boiler Operations** **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education and topical learning outcomes, assessment and instructional strategies, textbook and course description

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, course description and topical learning outcomes, based on employer needs, equipment and technology updates and industry standards, and course description, to bring in line with current

CCC Number **Item/Description and Summary**

FET 220 **Energy Conservation** **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education and topical learning outcomes, assessment and instructional strategies, textbook and course description

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, course description and topical learning outcomes, based on employer needs, equipment and technology updates and industry standards, and course description, to bring in line with current course offering.

FET 225 **Facilities Sustainability and Green Technology** **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education and assessment and instructional strategies

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with updates along with assessment and instructional strategies, based on employer needs, equipment and technology updates and industry standards, to bring in line with current course offering.

FET 230 **Critical Systems** **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education and assessment and instructional strategies

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with updates along with assessment and instructional strategies, based on employer needs, equipment and technology updates and industry standards, to bring in line with current course

CCC Number	Item/Description and Summary	
FET 231	Facility Systems	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education and assessment and instructional strategies, topical hours and learning outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, and topical hours and learning outcomes, based on employer needs, equipment and technology updates and industry standards, and course description to bring in line with current course offering.	
FET 232	Critical Systems Operations and Maintenance	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education and assessment and instructional strategies	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, based on employer needs, equipment and technology updates and industry standards, to bring in line with current course offering.	
FET 235	Healthcare Logistics and Compliance	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education and assessment and instructional strategies	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, based on employer needs, equipment and technology updates and industry standards, to bring in line with current course offering.	
FET 236	Healthcare Maintenance	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education and assessment and instructional strategies	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, based on employer needs, equipment and technology updates and industry standards, to bring in line with current course offering.	

CCC Number	Item/Description and Summary	
FET 237	Healthcare Facilities Operations and Maintenance	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education and assessment and instructional strategies	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, based on employer needs, equipment and technology updates and industry standards, to bring in line with current course offering.	
FET 240	Mobile Maintenance	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education and assessment and instructional strategies	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, based on employer needs, equipment and technology updates and industry standards, to bring in line with current course offering.	
FET 241	Mobile Maintenance System Components	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education and assessment and instructional strategies; lab from 1 to 2	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, and correction to lab hours from 1 to 2, based on employer needs, equipment and technology updates and industry standards, to bring in line with current course offering.	
FET 242	Rooftop Equipment Operations and Maintenance	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education and assessment and instructional strategies; lab from 1 to 2	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, and correction to lab hours from 1 to 2, based on employer needs, equipment and technology updates and industry standards, to bring in line with current course offering.	

CCC Number **Item/Description and Summary**

FET 245 Hospitality Facility Operations Effective Date: 1/20/2020

Proposal Type: Revised Course
Summary: updated general education and assessment and instructional strategies
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, based on employer needs, equipment and technology updates and industry standards, to bring in line with current course offering.

FET 246 Hotel Maintenance Systems Effective Date: 1/20/2020

Proposal Type: Revised Course
Summary: updated general education and assessment and instructional strategies; course description; lab from 1 to 2
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, correction to lab hours from 1 to 2, and course description, based on employer needs, equipment and technology updates and industry standards, to bring in line with current course offering.

FET 247 Hospitality Equipment Maintenance and Repair Effective Date: 1/20/2020

Proposal Type: Revised Course
Summary: updated general education and assessment and instructional strategies; lab from 1 to 2
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, correction to lab hours from 1 to 2, based on employer needs, equipment and technology updates and industry standards, to bring in line with current course offering.

CCC Number **Item/Description and Summary**

FET 250 Chief Engineer Effective Date: 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes, assessment and instructional strategies, textbook and topical learning outcomes
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and topical learning outcomes, based on employer needs, equipment and technology updates and industry standards, to bring in line with current course offering.

HTH 104 Science of Personal Health Effective Date: 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes, assessment and instructional strategies and textbook
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and textbook, to bring in line with current course offering.

HTH 110 Public Health and Wellness Effective Date: 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes, assessment and instructional strategies and textbook
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and textbook, to bring in line with current course offering.

HTH 120 Nutrition Science Effective Date: 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes, assessment and instructional strategies and textbook
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and textbook, to bring in line with current course offering.

CCC Number	Item/Description and Summary	
HTH 150	Complementary and Alternative Medicine	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes and textbook	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with textbook, to bring in line with current course offering.	
HTH 175	Drug and Alcohol Education	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies, and textbook	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and textbook, to bring in line with current course offering.	
HTH 202	Culture and Food	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies and course description	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and course description, to bring in line with current course offering.	
HTH 210	Lifestyle for Wellness	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes and textbook	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with textbook, to bring in line with current course offering.	
HTH 216	Wellness and Exercise for Special Populations	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision.	

HTH 220	Athletic Training Techniques	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies and textbook	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and textbook, to bring in line with current course offering.	
HTH 221	Sport Specific Training & Rehabilitation	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies and textbook	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, and textbook to bring in line with current course offering.	
HTH 281	First Aid & CPR	Effective Date: 1/20/2029
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies, course title and description	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, course title and description, to bring in line with current course offering.	
HTH 296	Special Topics in Health and Wellness	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies and course description	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, and course description, to bring in line with current course offering.	

CCC Number Item/Description and Summary

ENG 101 Introduction to Poetry Effective Date: 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision.

ENG 103 Introduction to Fiction Effective Date: 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision.

ENG 105 World Literature Effective Date: 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision.

ENG 113 Classic American Authors Pre-Civil War Effective Date: 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes and course description
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, including course description for Catalog consistency.

ENG 114 American Authors Civil War to Present Effective Date: 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision.

CCC Number Item/Description and Summary

ENG 170 Introduction to Children's Literature Effective Date: 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision.

ENG 231 Introduction to Shakespeare Effective Date: 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes, assessment and instructional strategies and course description
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and course description, to bring in line with current course offering.

ENG 296 Special Topics in Literature Effective Date: 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, to bring in line with current course offering.

NUM 100 Science of Nuclear Medicine Effective Date: 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes, assessment and instructional strategies, course description, textbook and topical learning outcomes
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, course description, textbook and topical learning outcomes, to bring in line with current course offering.

CCC Number Item/Description and Summary

NUM 103 Radiation Safety and Protection Effective Date: 1/20/2020

Proposal Type: Revised Course

Summary: updated general education outcomes, assessment and instructional strategies, textbook and topical learning outcomes

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and topical learning outcomes, to bring in line with current course offering.

NUM 140 Instrumentation in Nuclear Medicine Effective Date: 1/20/2020

Proposal Type: Revised Course

Summary: updated general education outcomes, assessment and instructional strategies, textbook and topical learning outcomes

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and topical learning outcomes, to bring in line with current course offering.

NUM 155 Patient Care in Nuclear Medicine Effective Date: 1/20/2020

Proposal Type: Revised Course

Summary: updated general education outcomes, assessment and instructional strategies, course description, textbook and topical learning outcomes

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, course description, textbook and topical learning outcomes, to bring in line with current course offering.

NUM 160 Nuclear Medicine Procedures I Effective Date: 1/20/2020

Proposal Type: Revised Course

Summary: updated general education outcomes, assessment and instructional strategies, textbook and topical learning outcomes

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and topical learning outcomes, to bring in line with current course offering.

CCC Number Item/Description and Summary

NUM 161 Applied Nuclear Medicine Technology I Effective Date: 1/20/2020

Proposal Type: Revised Course

Summary: updated general education outcomes, assessment and instructional strategies, course description and textbook

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, course description and textbook, to bring in line with current course offering.

NUM 181 Applied Nuclear Medicine Technology II Effective Date: 1/20/2020

Proposal Type: Revised Course

Summary: updated general education outcomes, assessment and instructional strategies and textbook

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and textbook, to bring in line with current course offering.

NUM 260 Nuclear Medicine Procedures II Effective Date: 1/20/2020

Proposal Type: Revised Course

Summary: updated general education outcomes and assessment and instructional strategies

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, to bring in line with current course offering.

NUM 261 Applied Nuclear Medicine Technology II Effective Date: 1/20/2020

Proposal Type: Revised Course

Summary: updated general education outcomes, assessment and instructional strategies and textbook

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and textbook, to bring in line with current course offering.

CCC Number Item/Description and Summary**NUM 262 Nuclear Medicine Pharmacy I Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies, textbook and topical learning outcomes**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and topical learning outcomes, to bring in line with current course offering.**NUM 265 Principles of PET for Nuclear Effective Date: 1/20/2020
Medicine****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies, textbook and topical learning outcomes**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and topical learning outcomes, to bring in line with current course offering.**NUM 280 Nuclear Medicine Procedures III Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies, textbook and topical learning outcomes**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and topical learning outcomes, to bring in line with current course offering.**NUM 281 Applied Nuclear Medicine Effective Date: 1/20/2020
Technology IV****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies and textbook**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and textbook, to bring in line with current course offering.**CCC Number Item/Description and Summary****NUM 282 Nuclear Medicine Pharmacy II Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies, textbook and topical learning outcomes**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and topical learning outcomes, to bring in line with current course offering.**NUM 285 Principles of CT for Nuclear Effective Date: 1/20/2020
Medicine****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies, textbook and topical learning outcomes**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and topical learning outcomes, to bring in line with current course offering.**OPH 112 Ocular Anatomy & Physiology Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies and topical learning outcomes**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and topical learning outcomes, to bring in line with current course offering.**OPH 113 Spectacle Skills Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes and topical learning outcomes**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with topical learning outcomes, to bring in line with current course offering.

CCC Number	Item/Description and Summary	
OPH 114	Ophthalmic Optics	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies and topical learning outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and topical learning outcomes, to bring in line with current course offering.	
OPH 130	Ocular Pharmacology	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision.	
OPH 140	Ophthalmic Procedures I	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies and topical learning outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and topical learning outcomes, to bring in line with current course offering.	
OPH 141	Refractometry	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies and topical learning outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and topical learning outcomes, to bring in line with current course offering.	
OPH 210	Ophthalmic Procedures II	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision.	

CCC Number	Item/Description and Summary	
OPH 225	Ocular Disease	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies and topical learning outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and topical learning outcomes, to bring in line with current course offering.	
OPH 231	Ophthalmic Seminar I	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies and topical learning outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and topical learning outcomes, to bring in line with current course offering.	
OPH 232	Contact Lenses	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies, textbook and topical learning outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and topical 1/20/2020 learning outcomes, to bring in line with current course offering.	
OPH 241	Ophthalmic Seminar II	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies and topical learning outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and topical learning outcomes, to bring in line with current course offering.	

CCC Number Item/Description and Summary**OPH 245 Clinical Practicum I Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies, textbook and topical learning outcomes

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and topical learning outcomes, to bring in line with current course offering. The accrediting body, International Council of Accreditation (ICA) has lowered the required number of clinical hours from 960 to 720. Because of security and clearance cost, several clinical sites do not participate in OPH 245. In an effort to accommodate higher student enrollment, I have lowered OPH 245 from an eight-week clinical rotation to a five-week clinical rotation, in order to have two 5-week rotations in the Summer, allowing more clinical openings.

OPH 246 Clinical Practicum II Effective Date: 1/20/2020**Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies, textbook, course description and topical learning outcomes

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, course description and topical learning outcomes, to bring in line with current course offering.

OPH 247 Clinical Practicum III Effective Date: 1/20/2020**Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies and topical learning outcomes

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and topical learning outcomes, to bring in line with current course offering.

CCC Number Item/Description and Summary**OPH 251 Ophthalmic Procedures III Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision.

PED 100 Fundamentals of Exercise and Physical Fitness Effective Date: 1/20/2020**Proposal Type:** Revised Course**Summary:** updated general education outcomes

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision.

PED 101 Hatha Yoga Effective Date: 1/20/2020**Proposal Type:** Revised Course**Summary:** updated general education outcomes and assessment and instructional strategies

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies to bring in line with current course offering.

PED 102 Kundalini Yoga Effective Date: 1/20/2020**Proposal Type:** Revised Course**Summary:** updated general education outcomes, textbook and assessment and instructional strategies

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and textbook, to bring in line with current course offering.

PED 103 Beginning Karate Effective Date: 1/20/2020**Proposal Type:** Revised Course**Summary:** updated general education outcomes, course description and assessment and instructional strategies

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and course description, to bring in line with current course offering.

CCC Number	Item/Description and Summary	
PED 104	Intermediate Karate	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, course description	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with the course description, to bring in line with the current course	
PED 105	Boot Camp Fitness	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, course description, assessment and instructional strategies; 0 to 3 times repeatable	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, repeatability and course description, to bring in line with current course offering.	
PED 106	Total Fitness	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes and assessment and instructional strategies	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies to bring in line with current course offering.	
PED 107	Beginning Swim	Effective Date: 1/20/2020 Lab Fee: \$25.00
Proposal Type:	Revised Course	
Summary:	updated general education outcomes and assessment and instructional strategies; course description; course fee from \$35 to \$25; 0 to 3 times repeatable	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, course description was revised to bring in line with current course offering. The course fee was revised to cover the cost of consumables, and was made repeatable for students to attain the proper skill level.	

CCC Number	Item/Description and Summary	
PED 108	Swimming for Fitness	Effective Date: 1/20/2020 Lab Fee: \$25.00
Proposal Type:	Revised Course	
Summary:	updated general education outcomes and assessment and instructional strategies; removed textbook, course description; course fee from \$35 to \$25	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook removal, and course description, to bring in line with current course offering. The required textbook was eliminated to appropriately align with course content. The course fee was revised to cover the	
PED 113	Aquacize	Effective Date: 1/20/2020 Lab Fee: \$30.00
Proposal Type:	Revised Course	
Summary:	updated general education outcomes and assessment and instructional strategies, course description; removed textbook, course fee from \$20 to \$30	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, and course description to bring in line with current course offering. The required textbook was eliminated to appropriately align with course content. The course fee was revised to cover the consumables.	
PED 115	Deep Water Exercise	Effective Date: 1/20/2020 Lab Fee: \$30.00
Proposal Type:	Revised Course	
Summary:	updated general education outcomes and assessment and instructional strategies; course fee from \$20 to \$30	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, to bring in line with current course offering. The course fee was revised to cover the cost of consumables.	

CCC Number Item/Description and Summary**PED 117 Walking for Fitness Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes and assessment and instructional strategies**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, to bring in line with current course offering.**PED 118 Wrestling Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes and textbook**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with textbook, to bring in line with current course offering.**PED 120 Personal Defense Activities Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, to bring in line with current course offering.**PED 121 Vinyasa Yoga Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies and course description**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and course description, to bring in line with current course offering.**CCC Number Item/Description and Summary****PED 124 Zumba Fitness Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes and assessment and instructional strategies**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, to bring in line with current course offering.**PED 125 Kickboxing Fitness Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes and assessment and instructional strategies**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, to bring in line with current course offering.**PED 127 Softball Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes and course description**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with the course description, to bring in line with current course offering.**PED 128 Soccer Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, textbook and course description**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with textbook and course description, to bring in line with current course offering.

CCC Number Item/Description and Summary**PED 129 Volleyball Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessments and instructional strategies, textbook and course description**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and course description, to bring in line with current course offering.**PED 130 Basketball Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessments and instructional strategies, textbook and course description**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and course description, to bring in line with current course offering.**PED 131 Aerobics Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessments and instructional strategies and course description**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and course description, to bring in line with current course offering.**PED 134 Aerobic Dance Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes and assessment and instructional strategies**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, to bring in line with current course offering.**CCC Number Item/Description and Summary****PED 150 Introduction to Physical Education, Fitness & Sport Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes and textbook**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with textbook, to bring in line with current course offering.**PED 153 Foundations of Exercise Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes and assessment and instructional strategies**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, to bring in line with current course offering.**PED 158 Principles of Baseball Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision to bring in line with current course offering.**PED 159 Selected Sport and Recreational Activities Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies, textbook and course description**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and course description, to bring in line with current course offering.

CCC Number	Item/Description and Summary	
PED 168	Theory and Practice of Weight Training	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies, textbook addition and topical learning outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook addition and topical outcomes to bring in line with current course offering.	
PED 172	Group Fitness Instructor	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies, textbook and topical learning outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and topical learning outcomes, to bring in line with current course offering.	
PED 180	Strength Conditioning and Performance	Effective Date: 1/20/2020 Lab Fee: \$0.00
Proposal Type:	Revised Course	
Summary:	updated general education outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, to bring in line with current course offering.	
PED 189	Water Safety Instructor	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, to bring in line with current course offering.	

CCC Number	Item/Description and Summary	
PED 194	Principles of Coaching	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies and course description	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and course description, to bring in line with current course offering.	
PED 195	Introduction to Sport Management	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies and textbook	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and textbook, to bring in line with current course offering.	
PED 196	Sport and Exercise Psychology	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes, assessment and instructional strategies, course description and topical learning outcomes	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and course description, and topical learning outcomes, to bring in line with current course offering.	
PED 197	Sociology of Sport	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes and assessment and instructional strategies	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, to bring in line with current course offering.	

CCC Number Item/Description and Summary**PED 198 Lifeguarding Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies, textbook and topical learning outcomes**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, and topical learning outcomes, to bring in line with current course offering.**PED 200 Introduction to Biomechanics Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies and course description**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and course description, to bring in line with current course offering.**PED 201 Sports Officiating Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies, course description and textbook**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, course description and textbook, to bring in line with current course offering.**PED 210 Exercise Testing & Prescription Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes and assessment and instructional strategies**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies to bring in line with current course offering.**CCC Number Item/Description and Summary****PED 230 Techniques in Sport & Exercise Science Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes and assessment and instructional strategies**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies to bring in line with current course offering.**PED 275 Facilities Management Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes and course description**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with course description, to bring in line with current course offering.**PED 296 Special Topics in Physical Education Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes and assessment and instructional strategies**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, to bring in line with current course offering.**PSY 205 Positive Psychology Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes and course description**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with course description, to bring in line with current course offering.**PSY 207 Health Psychology Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes and course description**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with course description, to bring in line with current course offering.

CCC Number Item/Description and Summary**RAS 122 Radiographic Anatomy and Positioning II Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies, course description and textbook**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, course description and textbook, to bring in line with current course offering.**RAS 124 Radiation Instrumentation Effective Date: 1/20/2020
Lab Fee: \$101.50****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies, textbook and topical learning outcomes; lab fee from \$55 to \$101.50**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and topical learning outcomes to bring in line with current course offering. The lab fee was increased to cover the cost of consumables.**RAS 125 Radiologic Health Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies, textbook and topical learning outcomes**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and topical learning outcomes, to bring in line with current course offering.**RAS 150 Applied Radiologic Technology I Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies to bring in line with current course offering.**CCC Number Item/Description and Summary****RAS 160 Applied Radiologic Technology II Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, to bring in line with current course offering.**RAS 170 Applied Radiologic Technology III Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, to bring in line with current course offering.**RAS 232 Radiographic Anatomy and Positioning III Effective Date: 1/20/2020
Lab Fee: \$96.00****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies, textbook; lab fee from \$50 to \$96**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and textbook, to bring in line with current course offering. The lab fee was increased to cover the cost of consumables.**RAS 242 Radiographic Anatomy and Positioning IV Effective Date: 1/20/2020****Proposal Type:** Revised Course**Summary:** updated general education outcomes, assessment and instructional strategies, course description and textbook**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, course description and textbook, to bring in line with current course offering.

CCC Number **Item/Description and Summary**

RAS 243 Digital Radiology **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes, assessment and instructional strategies and textbook
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and textbook, to bring in line with current course offering.

RAS 253 Special Radiologic Procedures **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes, assessment and instructional strategies and textbook
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and textbook, to bring in line with current course offering.

RAS 260 Radiologic Pathology **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes, assessment and instructional strategies, textbook and topical learning outcomes
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook and topical learning outcomes, to bring in line with current course offering.

RAS 278 Radiologic Seminar **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes, assessment and instructional strategies and textbook
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and textbook, to bring in line with current course offering.
1/20/2020

CCC Number **Item/Description and Summary**

RAS 280 Applied Radiologic Technology IV **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes and assessment and instructional strategies
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies to bring in line with current course offering.

RAS 290 Applied Radiologic Technology V **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes and assessment and instructional strategies
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies to bring in line with current course offering.

RHT 101 English Rhetoric and Composition I **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision.

RHT 102 Freshman Rhetoric and Composition II **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes and assessment and instructional strategies

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, to bring in line with current course offering.

RHT 255 Creative Writing **Effective Date:** 1/20/2020

Proposal Type: Revised Course

Summary: updated general education outcomes

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision.

CCC Number **Item/Description and Summary**

SOC 100 Introduction to Sociology **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes and assessment and instructional strategies, course description and textbook
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies (removed the percentage range), updated course description and textbook.

SOC 120 Social Patterns of Courtship & Marriage **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes and assessment and instructional strategies, course description and textbook
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies (removed the percentage range), updated course description and textbook.

SOC 131 Social Problems **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes and assessment and instructional strategies, course description and textbook
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies (removed the percentage range), updated course description and textbook.

SOC 175 Introduction to Social Work **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes and assessment and instructional strategies, course description and textbook
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies (removed the percentage range), updated course description and textbook.

CCC Number **Item/Description and Summary**

SOC 210 Sociology of Leadership **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes and assessment and instructional strategies, course description and textbook
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies (removed the percentage range), updated course description and textbook.

SOC 225 Racial & Cultural Minorities **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes and assessment and instructional strategies, title, course description and textbook
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies (removed the percentage range), updated course description (to emulate the IAI's descriptor), textbook and title.

SOC 231 Analysis of Juvenile Delinquency **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes and assessment and instructional strategies and textbook
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies (removed the percentage range) and updated textbook.

SOC 296 Special Topics in Sociology **Effective Date:** 1/20/2020

Proposal Type: Revised Course
Summary: updated general education outcomes and assessment and instructional strategies
Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies (removed the percentage range).

CCC Number	Item/Description and Summary	
SPT 100	Sterile Processing Basics	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes and assessment and instructional strategies	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies.	
SPT 110	Introduction to Medical Devices	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes and assessment and instructional strategies	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies	
SPT 120	Principles of Sterile Processing Practice	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes and assessment and instructional strategies	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies.	
SPT 130	perioperative Services Lab	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes and assessment and instructional strategies	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies.	

CCC Number	Item/Description and Summary	
SPT 140	Sterile Processing Technician Seminar	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes and assessment and instructional strategies	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies.	
SPT 150	Experiential Learning	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes and assessment and instructional strategies	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies.	
SRT 100	Surgical Technology Basics	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes and assessment and instructional strategies and textbook	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies and textbook.	
SRT 110	Basic Surgical Skills Theory	Effective Date: 1/20/2020
Proposal Type:	Revised Course	
Summary:	updated general education outcomes and assessment and instructional strategies, course description and textbook	
Rationale:	The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, course description and textbook, to bring in line with current course offering.	

CCC Number Item/Description and Summary**SRT 111 Basic Surgical Skills Lab Effective Date:** 1/20/2020**Proposal Type:** Revised Course**Summary:** updated general education outcomes and assessment and instructional strategies, course description and textbook**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, to bring in line with current course offering.**SRT 251 Basic Surgical Procedures Effective Date:** 1/20/2020**Proposal Type:** Revised Course**Summary:** updated general education outcomes and assessment and instructional strategies, course description and textbook**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, to bring in line with current course offering.**SRT 121 Advanced Surgical Skills Lab Effective Date:** 1/20/2020**Proposal Type:** Revised Course**Summary:** updated general education outcomes and assessment and instructional strategies, course description and textbook**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, to bring in line with current course offering.**SRT 130 Specialty Surgical Procedures Effective Date:** 1/20/2020**Proposal Type:** Revised Course**Summary:** updated general education outcomes and assessment and instructional strategies, course description and textbook**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, to bring in line with current course offering.**CCC Number Item/Description and Summary****SRT 131 Surgical Simulation Lab Effective Date:** 1/20/2020**Proposal Type:** Revised Course**Summary:** updated general education outcomes and assessment and instructional strategies, course description and textbook**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, to bring in line with current course offering.**SRT 200 Professional Development Effective Date:** 1/20/2020**Proposal Type:** Revised Course**Summary:** updated general education outcomes and assessment and instructional strategies, course description and textbook**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, to bring in line with current course offering.**SRT 205 Clinical Experience I Effective Date:** 1/20/2020**Proposal Type:** Revised Course**Summary:** updated general education outcomes and assessment and instructional strategies, course description and textbook**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, to bring in line with current course offering.**SRT 210 Certification Exam Prep Effective Date:** 1/20/2020**Proposal Type:** Revised Course**Summary:** updated general education outcomes and assessment and instructional strategies, course description and textbook**Rationale:** The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, to bring in line with current course offering.

CCC Number **Item/Description and Summary**

SRT 215 **Clinical Experience II**

Effective Date: 1/20/2020

Proposal Type: Revised Course

Summary: updated general education outcomes and assessment and instructional strategies, course description and textbook

Rationale: The general education outcomes were updated to align with our institutional general education outcome revision, along with assessment and instructional strategies, textbook, to bring in line with current course offering.

Printed: 9/9/2019

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of October 15, 2019

ACTION EXHIBIT NO. 16363

**SUBJECT: NEGOTIATED AGREEMENT WITH
TRITON COLLEGE CLASSIFIED ASSOCIATION 2019-2023**

RECOMMENDATION: That the Board of Trustees approve the 2019-2023 Negotiated Agreement with the Triton College Classified Association (CCCTU Local 1600). The Board of Trustees and the Union have negotiated an extension of the existing agreement as modified with a 4% annual increase in salary over each of the next four (4) fiscal years.

RATIONALE: The proposed agreement has been negotiated between the Triton College Board of Trustees and the Triton College Classified Association and will be effective September 4, 2019 through and including June 30, 2023. The proposed agreement was ratified by the membership of the Union on September 30 and October 1, 2019, by vote of 87 in favor to 39 against, with 2 spoiled ballots.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring Board signature: Yes ☒ No ☐

2019

AGREEMENT BETWEEN

BOARD OF TRUSTEES OF TRITON COLLEGE

Community College District No. 504

And

TRITON COLLEGE CLASSIFIED ASSOCIATION

A Chapter of the Cook County College Teachers Union

September 4, 2019 – June 30, 2023

Triton College is an Equal Opportunity/Affirmative Action Institution

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ARTICLE I

INTRODUCTION

The purpose of this Agreement is to promote a good working relationship between the Board of Trustees of Triton College and the College's classified employees. This Agreement shall establish matters of salary, fringe benefits, working conditions, and methods for resolving disputes concerning the classified employees of the College.

Generally, provisions shall be made for:

1. Position categories and classification - the grouping of positions so similar that the same descriptive title may be given each.
2. A standard pay plan which provides for equitable salaries and wages and for increases on the basis of performance of duties.
3. The administration of an effective orientation and evaluation program designed to measure on-the-job performance as a means of helping each employee reach his or her potential.
4. The guidelines through written policy statements of personal transactions relating to conditions of service to include, but not limited to, the following: leaves of absence, vacations, holidays, salary increases, promotions, fringe benefits, and other matters affecting classified employees.

Should any provision of this Agreement be found to be unlawful, such provision shall be stricken from this Agreement, and the parties shall be bound by the remaining provisions. The parties acknowledge that any amendments to this Agreement may not be effectuated except by mutual agreement in writing.

Masculine references, i.e., he, his, and him used in this contract include the female equivalent, i.e., she, hers, and her.

ARTICLE II

DEFINITIONS

- A. 1. **Classified Employee:** A full-time employee excluding faculty, police, engineers, management, supervisory, confidential and short-term employees. As used herein, full-time means anyone regularly assigned to work thirty-nine (39) hours per week during the academic year or 2028 hours during the calendar year.
2. **Academic Year Employee:** a full-time employee assigned to work thirty-nine (39) hours per week up to one thousand-six hundred (1600) hours per year. Academic Year Employees shall receive the same benefits as calendar year employees. Prorated benefits shall be: sick leave, personal days, vacation, and salary. Unchanged benefits include: health, life and dental insurance, education, overtime and pay differential. The College shall pay the health, life and dental insurance premiums for the entire calendar year for all academic year employees. Retirement benefits shall comply with SURS statutory requirements, rules and regulations. Vacation may be used only during the year when the employee is not scheduled to work.
- Academic year employees shall not receive a paid holiday that falls during that time of year when the employee is not scheduled to work.
3. The salary for an academic year employee shall be prorated and shall be calculated by dividing the calendar year salary of the employee by 2028 to determine the hourly rate and then by multiplying the hourly rate by the number of hours worked. (Calendar year salary divided by 2028 x hours worked).
4. Any employee who works the full calendar year may request that his/her position be converted to academic year employee. If the employee, the Association and the college agree, the position will be converted to an academic year position.
- B. **Permanent Employee:** A classified employee who has completed the primary probationary period.
- C. **Primary Probationary Period:** That probationary period following initial employment which is six (6) calendar months in length. The probationary period may be extended where the employee is in a learning capacity as defined in Article V. During the first 90 days of the primary probationary period, the employee shall have no right to grieve a discharge.
- D. **Promotional Evaluation Period:** That evaluation period following a change in position.

- E. **Warning Notice Period:** A period of time in which a classified employee has an opportunity to improve.
- F. **Immediate Family:** Parents, spouse, **partner of a state recognized civil union, parents of a state recognized civil union**, brothers, sisters, children, step-children residing with the employee, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and legal dependents.
- G. **Seniority:** The status attained by continuous full-time employment at Triton College.
- H. **Classified Executive Committee:** The elected officers President, Vice-President, Secretary, Treasurer and Grievance Chairperson of the Classified Association.
- I. 1. **A promotion occurs when:**
- a. a classified employee moves from one position to another separate position in a higher grade;
 - b. a classified employee requests that his particular job responsibilities have changed so substantially as to warrant that the job title be reassigned and renamed to a higher grade. The position will be evaluated to determine if it needs to be so reassigned and renamed.
- Example: A Clerk Typist actually performs duties of a Secretary I and requests that her position be reclassified as Secretary I.
2. **A grade appeal occurs when:**
- An individual or a group request that, because of the responsibilities of the current job title classification, the entire job classification should be assigned a higher grade. The job will be point counted. The individual or group and all others within that job classification will change classifications if the point count warrants it.
3. Both promotions and grade appeals can be initiated by Administrative action. All upgrades and promotions must proceed through their respective processes.
- J. **Child:** The definition of “child” within the agreement for the purposes of family tuition rate and health insurance shall be identical to that as defined by the Federal Healthcare mandate and all covered parties must be unmarried and shall live at the same residence as the covered employee.

ARTICLE III

ASSOCIATION RIGHTS

A. Recognition

1. The Triton College Board of Trustees recognizes the Triton College Classified Association, AFT Local 1600, herein referred to as the "Association," as the exclusive bargaining agent for all classified employees of the College. The Administration and/or its designated representatives agree not to negotiate with any other individual, group or organization regarding the wages, hours and other working conditions of classified employees during the term of this Agreement.
2. As required by law, the Board of Trustees hereby agree that every employee represented by this Agreement shall have the right freely to organize, join and support the Association.
3. The Association and its representatives shall have the right to use College buildings and facilities for meetings at no charge as long as two-thirds (2/3) of those in attendance are members of the Association.
4. The Association may make reasonable use of inter-school distribution facilities and services, provided the Association shall promptly reimburse the Board for any postage which the United States Postal Service may determine is due for any such distribution.
5. Upon request, home addresses, salaries, job classifications, and college phone numbers of a newly hired employee filling a bargaining unit position shall be provided to the Association President or designee within ten (10) days following Board approval of the employment. On every even-numbered month, one officer of the Association on a rotating a basis shall be allowed to meet for one-half hour with all new classified employees, in a group, hired in the past two months, if any.
6. Upon receipt of voluntary authorization in writing by an employee covered by this Agreement, the Board will deduct from the employee's wages the required amount of monthly Association dues. These deductions will be designated to the Board in writing. Such deductions shall be made each pay period, and said deductions, when calculated on a percentage basis, shall apply to the member's base pay. (Base pay shall be determined on the basis of the employee's regularly scheduled shift.)
7. Unless otherwise expressly provided by the dues checkoff authorization, such authorization shall be terminable by the employee upon the giving of fifteen (15) calendar days notice or upon termination of employment.

The Association shall defend and hold harmless the Board of Trustees, its members, employees and agents from all actions taken pursuant to this section if such action is in compliance therewith.

All the dues money shall be transmitted to the Treasurer of IFT/AFT Local 1600.

8. The president of the classified association shall appoint one bargaining unit member to committees that affect this bargaining unit. This shall not prohibit the administration from appointing other members of this bargaining unit as additional committee members.

B. Reinstatement of Employees on Dues Check-off

Whenever an employee returns from a leave of absence, such employee, at that time, shall be reinstated on his checkoff if the authorization for such dues checkoff is still in effect.

C. Fair Share

~~Employees covered by this Agreement shall be required to maintain membership in the Association or to pay, in lieu of dues, a fair share fee. Employees who elect not to become members of the Association shall also be required to pay a fair share fee no later than sixty (60) calendar days following commencement of employment. The amount of the fee shall be certified to the Board by the Association, and fair share deductions shall be made at the same time and in the same manner as dues checkoff deductions under section 6.~~

~~The Association shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Association, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member employees and paid to the Association.~~

~~Non-member employees who object to the amount of the fair share fee established by the Association shall have the right to file an unfair labor practice charge against the Association or take such other action as may be authorized by the Illinois Educational Labor Relations Board. Upon any such filing and notice of such to the Association and to the Board, such funds as paid by the employee shall be transmitted to the Illinois Educational Labor Relations Board or designee for placement in an appropriate escrow account as established by such agency for such purpose and pursuant to their rules and regulations.~~

~~Employees who object to the payment of such fees based upon bona fide religious tenets of teaching of a church or religious body of which such employees are~~

~~members shall pay the fair share fee as determined by the Union to a non-religious, charitable organization mutually agreed upon by the employees affected and the Association. If the affected employee and the Union are unable to reach an agreement on the matter, such money will be paid to one of the charitable organizations approved by the Illinois Educational Labor Relations Board for such purposes.~~

~~The Association shall indemnify and hold harmless the Board of Trustees, its members, officers, agents and employees from any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.~~

C. Dues Checkoff

The Union will notify the College of any new members who have agreed to dues authorization and will notify the College of any current members who choose to cease paying dues. The Board will deduct the required amount of monthly Union dues from the pay of each member of the bargaining unit from whom it receives written authorization to do so. The dues payment and a listing of the bargaining unit members, both paying dues and not, shall be forwarded to the Union no later than fourteen (14) days after deductions were made. Such listing shall include the amount deducted for each person listed with those not paying dues marked as zero deducted.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

D. Released Time For Association Officers

1. The Board shall grant released time with pay to the President of the Association or designee, and one other employee, to attend a meeting of Local 1600's House of Representatives ~~at 2:00 P.M.,~~ **two hours early with pay** on the third Friday of every odd-numbered month. The President shall be granted the third Friday of even-numbered months off **two hours early** with pay to attend Local 1600's Executive Board meeting. The chapter's delegates to the Local 1600 House of Representatives meetings as aforesaid shall be granted released time without pay.
2. Employees may be granted reasonable time off with pay **(subject to paragraph D.4. below)** during working hours to attend grievance **and disciplinary** meetings **only**, or if such employees are parties to, required to, or otherwise

entitled to attend such meetings as Association officers, or grievants. **Association meetings are not compensated.** The Association President may also have the right to attend ~~the College~~ **meetings as assigned by the College President's cabinet meeting.**

3. The policy regarding released time for Association officers and negotiators in effect immediately prior to the execution of this Agreement shall remain in effect during the term of this Agreement.
 4. The President of the Association or designees shall be granted ~~four~~ **two** regularly scheduled hours of released time with pay per week, **if necessary, to conduct Association business. The supervisor must be informed, in advance, in writing, and must first assure coverage. The union time must be listed as a separate notation on the time card.** ~~shall approve regularly scheduled hours of released time to be determined mutually through discussion between the President of the Association and his immediate supervisor.~~
- E. The Board agrees that it will provide a reasonable space on bulletin boards in each major building for the Association. The Association agrees that only appropriate materials dealing with Association business shall be posted. Such posting shall not include any material which is derogatory to any member of the Board of Trustees or its agents or employees.
- F. The Board agrees that up to two members of the Association who have been elected as official delegates to conferences or convention of the American Federation of Teachers shall be granted leaves of absence, without loss of pay, where applicable, to attend such convention **at no cost to the College.**

The Board further agrees that up to two (2) members of the Association who have been elected as official delegates to the annual convention of the Illinois Federation of Teachers shall be granted leaves of absence, without loss of pay, where applicable, to attend such convention **at no cost to the College.**

The Board and the Association agree that the maximum number of work days with pay granted to the Association under the provisions of this Section shall be ~~ten (10)~~ **five (5)** per year and no more.

G. Subcontracting

If the Board determines that subcontracting is necessary, to the extent that such would occasion a reduction of employees, the Board shall notify the Association in writing sixty (60) days prior to final implementation of such subcontracting. Upon written request of the Association, the Board will enter into negotiations with the Association with respect to the possible amelioration of the impact upon such affected employees, including their possible reassignment to other positions in the College and/or their employment by the subcontractor.

H. COPE

The Board shall deduct Committee on Political Education (COPE) monies from the salary of each member who shall authorize the same in writing in the amount indicated on the authorization to deduct said monies. The amounts deducted shall be forwarded to the Treasurer of the Cook County College Teachers Union - COPE. The Board shall also forward a list of persons on COPE deduction for the period covered. Such deductions may be revoked by the member by notifying the Payroll and Human Resources Departments of the College and the Union in writing to terminate the deductions.

ARTICLE III-A

BOARD RIGHTS

- A. 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 with this agreement or 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 this Agreement.
 3. To establish work site location and the staffing thereof, to build, move, or modify facilities, to establish budget procedures, and determine budgetary allocations, 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 not specifically provided for in this Agreement which are consistent with law provided that no such amendment shall directly or indirectly modify or limit the salary, terms, fringe benefits, or working conditions contained in this Agreement.

ARTICLE IV

MEETINGS

- A. Recognizing that the Association is an integral part of Triton College, membership on college committees shall be encouraged. Attendance at all such meetings may be allowed during working hours with the approval of the Associate Vice President of Human Resources or designee.
- B. A member of the Association appointed by the President of the Association shall be a nonvoting representative at the regularly scheduled meetings of the Board of Trustees. The representative shall receive the agenda and minutes of all Board meetings after being duly approved, including all non-confidential attachments thereto.
- C. Recognizing that the Association works toward betterment of the employees it represents, the College and the community, business connected with the Association may be allowed to be conducted during working hours with the approval of the Associate Vice President of Human Resources or designee; **a room reservation form must be completed and approved by the Office of the Vice President of Business Services.**

ARTICLE V

CONDITIONS OF EMPLOYMENT

A. Vacancies

1. For the purposes of this Agreement, a vacancy is defined as any full time bargaining unit position to which no employee is assigned.
2.
 - a. Before posting a classified vacancy, the Board shall give first consideration to qualified employees on the recall list or subject to be placed on the recall list.
 - b. If no one is qualified to fill a vacant position under 2.a. of this section, the administration shall post such vacancy at the earliest possible opportunity. The Board through the administration reserves the right not to post positions it deems as unnecessary for the continued operation of the institution. At least five (5) working days shall intervene between the posting by the administration and the publication of the vacancy through any other means. The administration will provide a job description of the vacancy when requested by classified applicants.
3. In reference to the determination to which applicants shall be referred to the Administration for consideration for employment or for the interview process indicated within this Article, any search committee shall have 30 days from the date of notice to the union for assignment of committee members to forward a name (or names as appropriate) to the supervisor of the position.

In the absence of the committee performing this duty within the time frame specified, the College President shall have the authority to submit the name of a candidate to the Board of Trustees for hiring.

4. Any classified employee may apply for any vacancies and, if qualified, shall be given an interview by the Administration. Each such applicant shall be afforded both an interview and written notification of the decision of the administration with regard to employing such an individual. In cases where more than one current classified employee applies for a vacancy and each employee is equally qualified for the position, the applicant with greater seniority on the College staff shall receive priority in being offered the position. In all cases the best qualified applicant will be recommended to the Board of Trustees for hiring.
5. In cases where an employee is selected but decides not to accept a position and in cases where an employee is not selected, the employee shall not be adversely affected with regard to his current employment status with the College.

6. The Administration shall inform employee applicants of the disposition of the position and shall provide prompt written notice when the position is filled and the identity of the successful applicant.
7. The Administration shall make every effort to advance College employees in filling staff vacancies.
8. The Board and Association shall convene the Career Ladder Committee. The committee, which will be composed of two management appointees and two Association appointees, shall make recommendation for the development of a career ladder structure.

B. Initial Employment

All new employees shall be given a copy of this Agreement, insurance booklets, pension booklets, and tax sheltered annuity lists. New employees shall be given information regarding their salary and other appropriate grade information.

1. Each new employee shall be required to take a physical examination from the College physician prior to beginning employment. Such physical examination shall be at no cost to the employee.
2. In appropriate circumstances, an individual may be employed by the College in a bona fide learning capacity at less than the minimum of the appropriate salary grade with the approval of the Associate Vice President of Human Resources and area supervisor. In such instances, this learning status will be clear, and a written description which will include the rationale for such employment for the period of time and the requirements necessary to move the individual to the appropriate salary level will be provided. This learning status period will not exceed six months. No job will be filled in a bona fide learning capacity until the job has been posted and classified employee applications have been reviewed. In the event that a classified employee desires to secure the position in a bona fide learning capacity, he shall have preference if deemed to have the potential for successful performance in the position.
3. Each employee hired after the signing of this agreement shall serve a primary probationary period of ~~six (6) calendar months~~ **180 days**. During the first **ninety** (90) days of the primary probationary period, the employee shall have no right to grieve a discharge.
4. Evaluation of a probationary employee's work performance shall be made on the proper form by the immediate supervisor after **60 days, 120 days, and 180 days** ~~one (1) calendar month, three (3) calendar months, and six (6) calendar months~~ of employment. The evaluation must be reviewed with the employee and submitted to the Associate Vice President of Human Resources for signature and retention in the employee's personnel file.

5. Upon satisfactory completion of the primary probationary period and upon the recommendations of the respective supervisor(s) and the Associate Vice President of Human Resources or designee and the approval of the Board, the individual shall become a permanent employee. The Board shall act on the recommendation within thirty (30) calendar days of receipt of the recommendations, or at the nearest regular meeting of the Board thereafter. Employment shall continue until termination by resignation, retirement, or dismissal.

C. Continuing Employment-Performance Evaluations

1. Approximately each April 1, an evaluation approved by the Human Resources Office will be completed by the immediate supervisor and reviewed with the employee, and submitted to the Associate Vice President of Human Resources for retention in the employee's personnel file.
2. An employee receiving an unsatisfactory evaluation as of April 1, must be evaluated every thirty (30) days until the end of June of that year.
3. An employee continuing to receive a less than satisfactory evaluation will not advance on the salary grade on July 1 of that year. Consequently, less than satisfactory performance will result, at the minimum, in loss of annual adjustment.
4. A formal evaluation may be requested by an employee at any time. Such request shall not be arbitrarily denied. Additional formal evaluations may be conducted by the Board at any time provided such evaluations are not unreasonably repetitious.

D. Changing Jobs

1. Transfers (Voluntary)

- a. Any classified employee may change jobs by being a successful applicant for a vacancy.
- b. In filling non-promotional vacancies, the Administration shall give priority consideration to employees voluntarily requesting transfers when qualified.
- c. If two (2) employees are equally qualified for a position, the one (1) with the most seniority will be selected.

2. Transfers (Involuntary)

- a. Whenever a classified employee is moved from one position to another by an administrative decision for a reason other than unsatisfactory work performance, said classified employee shall not be adversely affected in salary, seniority, or job classification.
- b. Any transfer of an employee to another position which is not acceptable to the employee involved shall be considered an involuntary transfer.
 - 1) Involuntary transfers shall be made only after a meeting between the employee involved and the supervisor, at which time the employee shall be notified of the reason(s) for the transfer.
 - 2) No employee shall be transferred involuntarily without a written reason from the Department of Human Resources.
 - 3) The employee so transferred shall receive priority consideration for transfer into future vacancies.
- c. Down grading of classified positions resulting from an administrative decision shall not adversely affect the salary position of the employee in the established classification.

3. Promotional Evaluation Period

- a. An employee beginning a new position resulting from a promotion shall serve a promotional evaluation period of ~~sixty (60)~~ **ninety (90)** calendar days.
- b. After thirty (30), ~~and sixty (60)~~, **and ninety (90)** calendar days, the employee's immediate supervisor shall complete a performance evaluation on the appropriate form, review it with the employee, and submit it to the Associate Vice President of Human Resources.
- c. During this promotional evaluation period, the employee may be reinstated in his previous position, if it is available, with the approval of all parties concerned and without penalty. Every effort shall be made to reinstate said employee in a similar position if the one vacated is no longer available.

E. Reduction in Force

1. A reduction in force occurs when the administration determines that a reduction of classified employee(s) must occur.
2. If there is to be any reduction in force, the Administration shall consult with the Association President or designee ninety (90) days prior to any reduction.
3. Prior to any reduction in force, all hourly and temporary employees in the same or closely related departments performing duties similar to those of the classified employees contemplated for reduction, shall be laid off prior to the layoff of classified employees.
4. Reduction in force shall be affected by normal attrition when feasible.
5. A reduction in force of classified employees shall be by classification title, applying college-wide seniority.
6. When a person moves to a lower classification as a result of reduction in force or discontinued services, salary reduction is not mandatory. Further salary adjustments are controlled by the salary range for the new classification.
7. Under no circumstances will a full-time classified employee doing satisfactory work be dismissed and the position filled with an hourly or temporary employee.
8. Severance pay will be paid to any employee who is dismissed due to reduction in force. Severance pay shall be equal to one half (½) a week's straight-time pay of the employee (at the time of displacement) multiplied by the total number of years of such employee's service with the College to the nearest half (½) year.

F. Recall

1. When a recall occurs after a reduction in force, all laid-off classified employees must be notified prior to any notification to non-classified employees.
2. In filling positions during a recall, College-wide seniority within the job description from which the employee was rified shall apply.
3. A classified employee does not accumulate seniority during layoff, but retains that level of seniority at the time of the layoff.
4. The above conditions apply if the recall occurs in the period up to two (2) years from the date of the reduction in force.

ARTICLE VI

TERMS AND WORKING CONDITIONS

A. Working Hours

1. a. All classified employees shall work five (5) consecutive days per week. ~~Each employee shall work eight and one-half (8 ½) hours a day four (4) days a week. Each employee shall work five (5) hours on Friday. Each employee shall work eight (8) hours a day, Monday through Thursday and seven (7) hours on Friday. Monday through Thursday during an employee's eight-hour (8) shift, he/she shall receive two (2) fifteen-minute (15) paid breaks plus one (1) unpaid thirty-minute (30) lunch break. On Fridays during an employee's seven-hour (7) shift, he/she shall only receive one (1) fifteen-minute (15) paid break.~~ The total work week for each Classified employee shall be thirty-nine (39) hours per week.
- b. All classified employees may be required to work one (1) evening per week at the discretion of the area supervisor. All posted vacancies shall include language that specifies this requirement. Newly hired employees, at their date of hire, shall sign a document that states this requirement. The Association shall be given fifteen (15) work days notice prior to changing the working hours of any current employee. The Association may request a meeting to discuss the changes. No working schedules shall be changed to avoid payment of shift differential.
2. The regular workday may begin at 7:00, 7:30, 8:00, 8:30, or 9:00 A.M. There may be exceptions in certain Departments with the approval of the area supervisor and Associate Vice President of Human Resources or designee.
3. A classified employee working in an office which necessitates a regular work schedule of one or more evenings shall work one of the following shifts: 12:30-9:00, 1:00-9:30, 1:30-10:00, or 2:00-10:30 P.M. Every employee shall work a day schedule when school is not in session unless otherwise established by the area supervisor.
4. Each employee requested by his area supervisor to work the Saturday preceding the first day of a semester is required to do so unless said Saturday is part of a holiday weekend, provided the preceding exception shall not be applicable, if the Monday following said weekend is also a holiday. This subsection shall also be applicable to the summer term.
5. Classified employees shall be granted paid time off from Christmas Eve Day through New Year's Day.

B. Working Conditions

1. a. There shall be maintained such health, safety and sanitary conditions as necessary to protect the welfare of every employee.

No employee shall be required to work where it would be unsafe provided this shall not excuse an employee from exercising reasonable care for the protection of others in an emergency or critical circumstance. Any employee who asserts a right not to work pursuant to the above may be temporarily reassigned, but if not, shall receive no salary unless it is thereafter determined that it would be patently unsafe to continue to work. Disputes hereunder shall be resolved through the grievance procedure except that such shall culminate in expedited arbitration.

~~b. Technological Environment Committee~~

~~The Board and the Association shall each appoint two members to the committee. The committee shall include two classified employees, one clerical and one non-clerical and two administrators. The committee shall review, establish ergonomic standards, recommend the purchase of ergonomic equipment and apparatus. This equipment shall include, but not be limited to, computers, desks, chairs, computer related equipment and other non-clerical ergonomic needs.~~

~~The College shall fund not more than \$6,000 for each year of the contract for ergonomic equipment and apparatus.~~

~~— Upon request from employees, and with the approval of the Vice President of Business Administration and Association President, the College shall provide specialized ergonomic equipment as needed. The employee may be required to provide a doctor's note.~~

2. There shall be maintained adequate lunchroom, workroom and toilet facilities.

3. a. Uniforms

Each custodian, groundskeeper, and maintenance employee, shall receive three sets of uniform pants and shirts per year and one pair of safety shoes per year at no cost to the employees. The employees shall receive the pants and shirts on September 1 of each year of the contract. Employees who work outside in winter shall receive winter coats every other year at no cost to the employees. Employees who work in libraries, laboratories or staff services shall receive one lab coat/smock every year at no cost to the employees. Rain gear shall be made available to employees who need it. Employees shall be required to wear the uniforms and safety shoes

during their work hours. Uniforms and shoes shall be worn only by the employees for whom purchased.

- b. Worn out or damaged hand tools shall be replaced by the college at no cost to the employee.
- 4. There shall be available first aid protection to every employee during working hours.
- 5. There shall be made available adequate and well-lighted parking facilities.

C. Physical Examinations

- 1. The Administration may request a physical examination by the physician designated by the college at any time during employment. Said physical examination shall be during working hours and at the expense of the College. When said examination is required, a notice shall be sent to the employee and the Association stating the reason for the examination.
- 2. If the results are deemed by the employee to be potentially adverse to his continued employment status, he may have a second examination by a physician at the employee's expense. Said option for a second examination shall be granted by the College prior to any change of an employee's employment status by the Administration.

D. Employee Conduct

- 1. No employee shall use the college telephones to make outside personal calls.
- 2. No employee shall use his position at Triton for private gain.
- 3. No employee shall give preferential treatment to any person, group or organization.
- 4. No employee shall impede college efficiency or economy.
- 5. No employee shall adversely affect the confidence of the public.

E. Personnel File

Upon request, an employee shall have access to his personnel file with the exception of personal reference reports, interview record sheets and other confidential items. Requests must be submitted in advance. Official classified files in the Human Resources Office shall be maintained under the following circumstances:

1. No material derogatory to an individual's conduct, service, character or personality shall be placed in the file unless the individual has had an opportunity to read the material and to 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 content. Materials in the official cumulative file must be time-stamped when placed in the file.
2. Upon request by the individual, he shall be permitted to examine in the Human Resources Office his official cumulative file, but not to mark, destroy or remove any of the contents.
3. In the event that the individual refuses to sign a statement to the effect that he has read the material to be added to his file, the Associate Vice President of Human Resources shall notify the Association President, who has signified receipt of a copy of the material. The Association President or designee will forward a copy to the individual.
4. Upon request, an employee shall receive copies of the materials in his files. The cost of duplication shall be paid by the employee.
5. An agent of the Board may be present during any review of the personnel file by the employee.
6. Examination of personnel files shall occur during normal business hours.

F. Office Automation and Reorganization

1. The Administration agrees to inform the Association of a reorganization that affects bargaining unit members 15 days prior to implementation. When changes in operations due to technological innovations occur, the Board shall give first consideration to affected employees. If the affected employees do not possess the skills or knowledge to perform the required work in the new operation, the Board shall endeavor to provide the necessary training to such employees during work hours at the Board's expense. However, such training and acquisition must be attainable within 20 work days, or within the period specified by the supplier of the equipment or machinery as the time period within which the skills should be attainable. If an employee does not sufficiently complete the training or acquire the skills within the time periods herein specified, then, in that event, the Board shall fill the positions in the newly implemented operations as otherwise provided in this Agreement.

G. Additional Required Skills

When, in the exercise of sound business judgment, an appropriate supervisor or other appropriate employee it is determined that a subordinate or supportive employee requires the acquisition of additional skills, such employee shall be required to attend at either the Triton Professional Development Center or other appropriate facility for the period required to acquire said skills, at college expense. Such period shall not exceed 20 workdays and shall not be tolled for any reason. Longer periods may be authorized if the training cannot be accomplished within the 20 workday period.

If the employee refuses to attend or does not complete the skills acquisition within the period authorized, progressive discipline shall proceed as follows:

1. Oral Warning: If the employee refuses to attend or does not complete the skills acquisition within the period authorized.
2. Written Warning: If the employee refuses to attend or does not complete the skills acquisition within an additional 10 workdays.
3. Suspension: If the employee refuses to attend or does not complete the skills acquisition within an additional 10 workdays, a one (1) week suspension.
4. Termination: If the employee refuses to attend or does not complete the skills acquisition within an additional 10 workdays.

ARTICLE VII

GRADE APPEAL/PROMOTION PROCESSES

- A. 1. Grade appeals shall be submitted by April 1st and proceed through May 31st for an effective date of July 1st of each year.
- 2. Grade appeals shall be submitted by November 1st and proceed through December 31st for an effective date of February 1st of each year.
- B. 1. If in the course of a grade appeal process, the Associate Vice President of Human Resources determines that an appeal is a promotion, the Associate Vice President shall notify the Association President.
- 2. If in the course of a grade appeal, the review committee determines that the issue is actually that of a change in grade, as defined above, then grade appeal will be denied.

C. Grade Appeal/Promotion Process

Step 1 - Appeal Process

An individual with the approval of the Department Head can request the review of a job grade or job description. If the Department Head does not concur with the request for a review, he must submit a rationale as to why he disagrees with the requested review within three (3) weeks. An individual may proceed with the appeal without the supervisor's concurrence. Appeals can be made only once every six (6) months.

Step 2

a. Grade Appeal

The rationale for the review must be submitted in writing to the Human Resources Office. In the case of more than one individual in the same job classification, a majority of the individuals must sign requesting the review. In the case of more than five (5) individuals in the job grade, 75% of the individuals in the job classification must sign for the requested review. The 75% requirement may be waived and a review granted if an individual believes that his job differs substantially from that of others holding the same job title. The Human Resources Office has three weeks in which to respond.

b. Promotion

The employee's written rationale for the job description review along with the supervisor's approval or denial rationale must be submitted to the Human Resources office. The job duties performed must demonstrate a substantial change in

responsibilities to be considered. The Human Resources Office has three weeks in which to review the material and submit the material and a recommendation to the TCCA Executive Committee.

Step 3

The rationale is then submitted to the classified executive committee which can either approve the rationale or veto the request. If the executive committee vetoes the request, the request shall go no further. The classified executive committee has three weeks in which to act. The Human Resources Office has three weeks in which to respond.

Step 4

The rationale, if approved by the classified executive committee, will be submitted to a review committee comprised of the following individuals:

1. Associate Vice President of Human Resources or designee (Chairperson);
2. Classified President or designee;
3. Classified Representative from the Department from which the appeal was made;
4. Area Dean;
5. Vice President for Business Administration or designee.

The review committee will point-count the job, using a uniform job evaluation system and then vote on whether or not the upgrade should be made. The Associate Vice President of Human Resources or designee will vote only in the case of a tie. If the review committee vetoes, the appeal goes no further. If they approve, the appeal is submitted to the Associate Vice President of Human Resources or designee. The review committee has three weeks in which to act.

Step 5

The Associate Vice President of Human Resources or designee will review the recommendations from the review committee and either recommends that the grade change be made to the President or veto the recommendation. The Associate Vice President of Human Resources or designee has three weeks in which to act. If approved, the President will submit a recommendation to the Board of Trustees.

Step 6

a. Grade Appeal

If the Board of Trustees approves the recommended change, the grade change shall be effective July 1st or February 1st of the given year, whichever is applicable. If the recommended change involves a change in grade, the employee(s) will move to the step of the new grade most closely approximating current salary. If this movement results in an increase of less than 3.5 percent the employee(s) moves to the next higher step or the minimum of the range of the new salary grade, whichever is greater. No salary increase shall exceed the maximum in any pay grade or be less than the minimum of the new grade.

The Board of Trustees shall act on the committee's recommendation within 60 days of receiving the recommendation from the Committee. If the Board of Trustees does not approve the committee's recommendation, it shall, in writing notify the Association within 15 days of the action taken.

b. Promotion

(See Article X.G.)

ARTICLE VIII

JOB EVALUATION PROCESS

- A. When a new position is proposed to be added to an organizational unit, the position should be titled and assigned to a grade prior to the beginning of recruitment.
- B. The appropriate administrator shall prepare a job description detailing the nature and qualifications for the position.
- C. This description should be reviewed and approved by the appropriate area dean or vice president and submitted to the Associate Vice President of Human Resources or designee, who will assign an appropriate classification and salary grade.
- D. The Associate Vice President of Human Resources or designee's assignment should be reported to the appropriate administrator and classified executive committee. If these groups approve of the classification and salary grade, the recommendation will be forwarded to the Associate Vice President of Human Resources or designee for approval. The Associate Vice President of Human Resources or designee will then forward the job description and salary grade to the Board of Trustees.
- E. The classified titles and grades are set forth in Appendix A.
- F. If the Board decides to abolish or merge job classifications under this Agreement, it shall notify the Association of such action within ten (10) days of the decision to effectuate such change. Upon written request of the Association, the Board will enter into negotiations with respect to the impact of such change upon affected employees and the possible amelioration thereof.

ARTICLE IX
GRIEVANCE PROCEDURE

Objective

It is the declared objective of the Association and the Board to encourage the prompt resolution of the grievances and complaints of Association members covered by this Agreement as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances and complaints. Individuals who feel they have been affected by a violation, misinterpretation, or misapplication of this agreement shall be strongly encouraged to resolve the matter informally with the individual's immediate supervisor.

A. Definition of Grievance

A grievance shall mean a complaint by a classified employee, a group of classified employees, or the Classified Association that there has been a violation, misinterpretation, or misapplication of this Agreement or any work rules. All grievances shall be submitted in writing using a format agreed upon by the Board and the Association. It shall include four (4) components: date, contract violation grieved, brief explanation of grievance, and suggested resolution. (Appendix G)

B. Steps

1. Step 1

A classified employee or the Association within ten (10) working days of the occurrence of the event leading to the grievance or within ten (10) working days of when such occurrence might reasonably have been ascertained, the employee or the Association shall file a grievance in accordance with Article IX.A. with the supervisor with a copy to the appropriate administrator.

The supervisor shall, along with the Associate Vice President of Human Resources or designee, investigate the grievance, meet with the employee and the Association within five (5) working days, and provide the employee, the Association, and the appropriate administrator with a written response to the alleged grievance within three (3) working days. If the matter is not satisfactorily resolved at this step, the employee or the Association may proceed to Step 2 by submitting a written request to the appropriate administrator within five (5) working days from the meeting with the supervisor.

2. Step 2

If the grievance is not settled at Step 1, and the grievant(s) or the Association wishes to appeal the grievance to Step 2, it shall be submitted in writing to the president or designee.

A conference concerning the alleged grievance shall be held with the employee, the Association, the College President or designee, and the appropriate vice president(s) within five (5) working days of receipt by the appropriate administrator of a Step 2 request. Within three (3) working days of such a conference, the College President or designee or the appropriate vice president(s) will prepare a written response to the employee and/or Association. If the matter is not satisfactorily resolved at this step, the employee or the Association may proceed to Step 3 by submitting a written request to the Secretary of the Board of Trustees within five (5) working days of the receipt of the Step 2 response.

3. Step 3

The Board of Trustees shall have the option of hearing the matter but shall not be bound to do so. If the Board decides not to hear the matter, it shall so advise the Association and the grievant within five (5) working days after its receipt of the notification that the grievance has been advanced to Step 3. If the Board of Trustees decides to hear the matter, it shall meet to discuss the grievance with the grievant(s) and the Association in executive session on the day of its next regular Board meeting. The Board, at its sole discretion, may appoint a subcommittee of three (3) Board members to confer with the individual and the Association in executive session concerning the grievance. Such a subcommittee will submit a recommendation to the entire Board as to the disposition of such grievance. The Board shall issue a written response to the grievant and/or the Association within five (5) working days after the date of the Board meeting.

4. Step 4

If the grievance is not satisfactorily resolved at Step 3, it may be submitted by the Association within ten (10) working days of the Step 3 answer to binding arbitration. The Association shall notify the Board, and the parties shall attempt to mutually agree upon an arbitrator within five (5) days of the notification. If the parties cannot reach an agreement on an arbitrator, the parties shall jointly request the American Arbitration Association to provide panels of arbitrators and to act as the administrator of the proceedings.

5. Authority of the Arbitrator

The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from, or change the provisions of this Agreement or the provisions of written Board Policies or written Board Rules and Regulations. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Board and the Association and shall have no authority to make any decisions or recommendation on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws, rules, and regulations having the force and effect of law.

The arbitrator shall submit a written decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later. The decision shall be based solely upon interpretation of the meaning or application of the terms of this Agreement, or if applicable, provisions of written Board Policies or written Board Rules and Regulations, to the facts of the grievance presented. The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall have the authority to make any award concerning the remedy, if any, that the arbitrator considers to be appropriate.

6. Expenses of Arbitration

The fees and expenses of the arbitrator and any other costs mutually agreed upon shall be divided equally between the Board and the Association; provided, however that each party shall be responsible for compensating its own representatives or witnesses. All other expenses shall be borne by the party incurring them.

The parties agree to schedule arbitration hearing insofar as practicable at times when classified and administration employees can be present to testify as witnesses without interfering with their assigned duties. Unless the parties mutually agree otherwise, arbitration hearings shall be held at the College's campus in River Grove, Illinois.

C. Time Limits

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits will automatically move the grievance to the next step.
2. Failure at any step of this Agreement 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.

3. The time limits specified in this Agreement may be extended in any specific written agreement by mutual consent.
4. All of the time limits herein assume that the responsible individuals are on campus.

D. Miscellaneous Provisions

1. All disputes arising under this Agreement shall be resolved either by agreement or through the grievance procedure. Concerning matters arising outside of the provisions of this Agreement, wherever applicable, the Association shall utilize other channels for amelioration of complaints or disagreements not specifically covered by any provisions of this Agreement.
2. Nothing contained in this Article shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of the arbitrator's decision.
3. Conferences, meetings, and hearings held pursuant to the grievance procedure shall be set by mutual agreement.
4. The answers provided at each Step of the grievance procedure shall be in writing and shall fully set forth the reasons therefore.
5. Attendance at meetings and hearings held under this grievance procedure shall be limited to those persons specified in the procedure, witnesses, resource people required by either party, and legal counsel for the parties. These meetings shall be scheduled at a time and place mutually agreeable to the College and the Association. No classified employee entitled to be present shall suffer loss of pay because of participation in this grievance procedure.
6. When the Association files a grievance involving an individual classified employee, such grievance shall be signed by the Association President, Grievance Chair, and the Grievant(s). When the grievance involves the Association, such grievance shall be signed by the Association President and the Grievance Chair.
7. The filing or pendency of any grievance under the provisions of this Article shall not prevent the Board and its Administration from taking the action complained of, subject however, to the final decision on the grievance.
8. If an alleged grievance arises concerning matters at the vice presidential or presidential levels of the administration, then, in that event, the parties may mutually agree to initiate the grievance procedure at the Step of the grievance process appropriate to those levels.

ARTICLE X

FINANCIAL COMPENSATION & PAYROLL INFORMATION

A. Salary

See Appendix B and Appendix C

B. Pay Differential

Classified employees regularly scheduled to start on or after 3:00 P.M. and before 6:00 A.M. at least three evenings per week shall be paid at a ten percent (10%) salary differential.

C. Overtime

1. Overtime shall be paid and/or compensated as prescribed by law, after 39 hours of work per week, provided that work on Sundays (unless part of the employee's regular schedule) and holidays shall be paid and/or compensated at no less than double-time plus normal holiday pay. An employee working on Easter shall be remunerated at the holiday rate. There shall be no pyramiding of overtime.

All overtime must be approved in advance by the Vice President of Business Services and be submitted on the appropriate form, otherwise it is not valid and cannot be claimed by the employee. Request for overtime, properly filled and submitted, will be charted by Payroll and shall be credited within two (2) payroll periods.

2. Overtime shall be distributed equally among qualified personnel within a department.
3. A minimum of four hours at the overtime rate shall be paid to an employee requested to return to work for emergency duty.
4. Any employee called in 2-1/2 hours before starting time under emergency conditions such as snow removal, equipment repair, etc., shall be guaranteed four hours overtime pay. For any time less than that, pay will be for the time actually worked at time and a half. Example: If someone is called in at 6:00 A.M. with a starting time of 7:30, he would be paid at one and one-half hours overtime rate for one and one-half hours.
5. A minimum of four hours at the overtime rate shall be paid to an employee requested to work on his normal day off.

6. Employees shall not be required to work overtime contrary to law. Overtime may be compelled in the event of a College emergency or if such is necessary to assure the opening of the College.
7. For determining overtime, sick time off and vacation time off during the week shall be calculated as time worked.
8. **Any compensation, full or partial, paid whether working or not, shall be applied as dollar "one" to the total of any compensation due to the employee under this agreement.**

D. Compensatory Time

Compensatory time may be provided in lieu of salary and calculated as in Article X, Section C, Paragraph 1.

Compensatory time must be requested by the employee and/or offered by the employer. If either the employee or employer do not agree to the use of compensatory time, the employee will be compensated in salary for all approved overtime. As all overtime must be pre-approved, the election of either salary or compensatory time must be made prior to the beginning of the overtime shift.

Guidelines for earning and using compensatory time are as follows:

- a. Compensatory time may be accumulated to a maximum of seventy-eight (78) hours time off at any time during the year.
- b. Each hour accumulated must be used within ninety (90) days of the date earned.
- c. All compensatory hours earned within a fiscal year must be used within that fiscal year.
- d. The employee and employer must reach consensus on when compensatory time can be taken.
- e. The employer should inform employees of the best time of year to redeem compensatory time.
- f. **All compensatory time must be submitted on the appropriate form and approved in advance by the Vice President of Business Services, otherwise it is not valid and cannot be claimed by the employee.**
- g. **Request for compensatory time must be properly filled out and approved in order that it be charted by Payroll and shall be credited within two (2) payroll periods.**

- h. Compensatory time not used within ninety (90) days shall be paid out on the next regularly scheduled complete pay period.**

E. Compensation in a Temporary Position

1. Any classified employee holding a temporary position which is normally paid at a higher rate than the employee's regular position for three consecutive work days or more shall be paid at the higher rate. This pay shall be retroactive to the first day of the temporary position and shall continue until the employee's regular position shall resume. Any employee working temporarily in a position with a higher range must receive prior approval from the Associate Vice President of Human Resources or designee. The individual will receive a temporary ten percent (10%) salary increase or the minimum of the new salary classification, whichever is greater.
2. Any employee who assumes the duties of another position with a totally different job description for which they have no supervisory responsibility, in addition to their current position, for seven consecutive working days or more shall receive 10 percent additional compensation above their current salary. Only one person may receive this additional compensation per vacant position.

F. Pay Days

Employees shall be paid every other Friday.

G. Promotions

An employee promoted to a position of higher paying classification shall have his/her annualized salary adjusted as follows:

<u>Salary Grade Change</u>	<u>Increase</u>
1 Grade	Employee shall be placed on the grade and step that is closest to a ten percent increase or the minimum of the new pay grade, whichever is greater.
2 Grades	Employee shall be placed on the grade and step that is closest to a twelve (12) percent increase or the minimum of the new pay grade, whichever is greater.
3 Grades or more	Employee shall be placed on the grade and step that is closest to a fourteen (14) percent increase or the minimum of the new pay grade, whichever is greater.

The above shall continue as long as it does not create a conflict with SURS credible earnings limitations and penalties against the college. See Article XVIII.

H. Demotion

1. A person reassigned to a classification in a lower salary grade shall not receive a salary reduction. Further salary adjustments are controlled in the salary range of the new classification.
2. In instances where a staff member seeks a transfer to a position which is in a lower classification, salary may be reduced with the approval of the Associate Vice President of Human Resources. Further salary adjustments are controlled by the salary range of the new classification.

I. Merit Pay Compensation

The Parties agree that the Administration may establish a merit pay performance bonus fund (SURS non-creditable earnings). A merit pay performance bonus may be issued to individual bargaining unit members at any time and subject to the sole discretion of the College President. The awarding of the bonus is subject to the approval of the Board of Trustees. As a bonus, this is non-SURS creditable earnings. In the event that a merit pay performance bonus is issued to a bargaining unit member, the College agrees to immediately provide the Association with the name of the bargaining unit member receiving the bonus and the amount of the bonus received.

ARTICLE XI

BENEFITS

All benefits listed in this Article, with the exception of the insurance package, will apply only to individuals who have successfully completed the probationary period. Sick leave and vacation benefits will accrue during the probationary period, but will not be credited to the individual until the completion of the first four (4) months of the probationary period has been successfully completed.

A. Education

1. Upon completion of an approved undergraduate course with a "C" or better or completion of an approved graduate course with a "B" or better, each full-time employee shall be reimbursed up to an annual maximum of ~~\$2,300~~ **\$3,200** for courses, conferences, and seminars taken off campus.

Reimbursement shall be for courses in an approved accredited degree program, courses needed to meet the requirements of another job classification within the bargaining unit or to meet the requirements determined by the Career Ladder Committee for a promotional opportunity. The employee shall furnish a rationale describing the relationship to the job classification.

2. Tuition for Triton courses will be free. ~~with the maximum fee waiver of \$70.00 in course fees per course.~~

The free courses must be approved as beneficial to employment at Triton by their immediate supervisor. If they are not beneficial, the tuition will be ~~\$3~~ **\$10** per credit hour with a maximum waiver of ~~\$70.00~~ **\$90** in course fees per course.

3. Tuition for spouse and children will be ~~\$6~~ **\$10** per credit hour. In case of out-of-district residents, a request for chargeback must be made. Tuition will not exceed the ~~\$6~~ **\$10** per credit hour rate. Fees will be waived up to a maximum of ~~\$50~~ **\$90** per course. The definition of "child" within the agreement for the purposes of family tuition rate, shall be identical to that as defined by the Federal Healthcare mandate and all covered parties must be unmarried and shall live at the same residence as the covered employee.
4. An employee successfully completing ("C" or better) the following number of college credit hours in an approved program or approved courses shall receive additional compensation in accordance with the following schedule:*

*Eligibility for revised schedule is contingent upon successful completion of at least one course after July 1, 1972.

14-27 credit hours 2%
28-41 credit hours 3%
42-55 credit hours 4%
56-69 credit hours 5%

Credit hours applicable for additional compensation must be accumulated after initial employment date. Credit must be earned prior to July 1 when payroll adjustments are made. **The request for payroll adjustment and official transcript must be sent to Human Resources before July 1 of each year.**

5. Provided the only time an employee can enroll in a required course in an approved program is during normal working hours, said employee shall be released for such class with prior approval from the immediate supervisor and the Associate Vice President of Human Resources on the condition that the time lost from the job is made up.
6. An employee required to attend training sessions to learn more about his job shall be paid time or compensated for, if after regular working hours. The district shall assume responsibility for any usual expenses in connection with these training sessions.

B. Conferences, Conventions, Seminars

The Administration shall encourage classified employees to attend educational conferences to broaden their knowledge.

C. In-Service Training

Recognizing the importance of education and the responsibility of the college to help and enhance the skills of the classified employees, one day per year shall be set aside as an in-service day for the Association. Twenty five hundred dollars (\$2,500) per year shall be allocated to the Association for the expenses. The Association and the Human Resources Department shall come to a mutual agreement regarding how to spend these funds to best meet the training needs of the employees. All necessary arrangements for the in-service day shall be made by the in-service committee consisting of representatives from the Association and the Human Resources Department.

Other in-service training programs shall be encouraged and planned by the respective departments.

A preliminary in-service agenda and schedule must be submitted four (4) weeks in advance to the Associate Vice President of Human Resources and the Director of the Professional Development Center. The day should consist of various

professional development activities, lunch, and one (1) hour of union meeting time.

D. Holidays

1. Regular Paid Holidays:

New Year's Eve day, New Year's Day, Martin Luther King's Birthday, President's Day*, ~~Good Friday~~, **Spring Holiday**, Memorial Day, Independence Day, Labor Day, Columbus Day*, Veteran's Day*, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas 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). Academic year employees shall not receive a paid holiday on Independence Day.

2. 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.

3. 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.

*In the event the college calendar includes one or more of these holidays as teaching days, an equivalent number of floating holidays will be granted. The procedure for taking a floating holiday will be the same as a vacation request and the floating holiday must be taken in the fiscal year in which it was earned.

E. Insurance - Medical/Dental

1. All benefits set forth in the Health, Dental and Life Insurance program as adopted by the Board of Trustees shall be paid as herein after agreed for each full-time employee by Triton College except each new employee shall pay for his/her coverage for the first six months of employment. Each employee will be provided with specifics regarding these insurance programs.

~~The Triton College Health Insurance Program shall contain a pre-existing condition limitation defined as follows:~~

~~A pre-existing condition is an illness or injury for which the insured has received medical care or treatment, observed a special diet, or taken prescribed drugs or medicines during the three (3) consecutive month period immediately preceding the effective date of coverage under this plan.~~

~~Expenses incurred as a result of a pre-existing condition shall not be considered covered expenses until the insured has been covered under this plan for a period of three (3) consecutive months during which time the insured has not received any care or treatment, as described above for such pre-existing condition, or until the insured has been continuously covered under this plan for a period of twelve (12) consecutive months.~~

~~This limitation will not apply if the insured becomes covered under the plan on its effective date, so long as the insured was covered under the employer's previous group plan, nor will it apply if the insured acquires a dependent child while family coverage is in effect for other eligible dependents.~~

Employee and dependent coverage shall be provided on a co-payment premium basis.

Effective July 1, 2013 the health insurance co-payment will be revised through recommendation of the Employee Health Insurance committee and as approved by the Board of Trustees. The co-payment amount shall be identical to the highest amount paid by any other full time employee group. The standard effective date shall thereafter be January 1 through December 31, however the Board of Trustees at their discretion may revise the co-payment at anytime with 180 days notice to the affected employees.

*Based on 26 pay periods per fiscal year. (Persons receiving their annual pay on less than the 26 pay period schedule shall have the annualized contribution [26 pay periods X the contribution rate] divided by their number of pay periods deducted from each paycheck.)

2. An employee on leave may at his option and expense continue insurance coverage. The first thirty (30) days shall be kept in force by the Board of Trustees. Parental leave is excluded from this option.
3. ~~A Preferred Provider Organization (PPO) and Prescription Drug Card (employee to pay \$6.00 generic/\$10.00 brand name/\$12.00 for non-formulary) shall be a part of the health plan.~~

In the event that the majority of the Health Insurance Committee determines that it is in the best interest of the covered employees to modify the cap on the employee portion for prescription drugs, that recommendation will go before the Board of Trustees for consideration. Under no circumstances shall the Health Insurance Committee agree to dispose of a prescription drug card program in its entirety.

4. All health and accident insurance claims which have been submitted prior to termination shall be valid.

5. An employee whose spouse is covered under the Triton Medical/Dental Plan shall not be required to be separately covered under the Plan.
6. A Joint Committee will study and review all aspects of health insurance. Faculty, Administrative, and Classified employees will have equal representation together with the President or his designee. This committee will concentrate on controlling the cost of the life and health insurance package.

F. Pension Plan

1. The classified staff will participate in the State Universities Retirement System (SURS) in accordance with State statutes.
2. All retirees will have available to them the same reduced tuition plan as the Classified employees for self and dependents during the retirement incentive period or for 5 years from the last date of employment, whichever is greater.

G. IRS Section 125 Salary Reduction Program

The Board shall implement and make available to all classified an IRS Section 125 Salary Reduction Program to the fullest extent provided by the IRS rules and regulations for insurance premiums, 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 plan provided by the Board. The Board shall pay any administrative cost to the program.

This program shall be supplemental to the other insurance coverage's contained in the agreement with the Association and shall not permit the employee to withdraw from these basic insurance coverage's.

ARTICLE XII

LEAVES

A. Introduction

1. An employee on an approved leave of absence shall maintain seniority, and benefits shall be commensurate with the years of service; however, benefits shall not accrue during the **unpaid** leave of absence **or unpaid medical leave** (i.e., sick leave, personal use days, vacation, etc).
2. An employee on leave may at his option and expense continue insurance coverage. The first thirty (30) days will be kept in force by the District.
3. An employee absent due to an approved leave of absence not exceeding six (6) months shall be reinstated in the same position held prior to the employee's absence.
4. An employee absent due to an approved leave of absence exceeding six (6) months shall be reinstated in his same or similar position.
5. Upon returning from an approved leave, an employee shall be reinstated in the same grade at a comparable salary level as when the leave was taken.
- 5. Monthly accrual shall be effective for all employees under this agreement as of July 1, 2020. All leave time (vacation, sick and personal) hours shall only be accrued in the Colleague system as they are earned, and shall only be credited to the system after the 16th day of the month worked. Employees must work more than 50% of the month to earn leave time for the month.**

B. Bereavement

Each classified employee upon completion of his primary probationary period shall be allowed up to three calendar days leave of absence (excluding holidays and weekends) with pay for each bereavement. Bereavement shall include all members of the immediate family as defined in Article II.F. Additional days may be allowed and may be charged against accumulated sick leave or personal use leave at the employee's option.

~~C. Election Judge~~

~~A leave of absence for serving as an election judge shall be granted with the permission of the Associate Vice President of Human Resources or designee. When an employee serves as an election judge, he shall receive either his daily rate of pay at Triton College or the remuneration received from serving as an election judge, whichever is greater. If the daily rate paid by the College is greater, the College shall~~

~~pay to the employee only the amount of daily pay in excess of that earned as an election judge.~~

D.C. Court Appearances

1. When an employee is called to serve on a jury, if the employee reports but is excused from serving with ½ of the working day or more remaining, the employee shall return to work. When an employee serves on jury duty, the employee shall not suffer loss of compensation.

When an employee is called to appear as a witness, if the employee reports but is excused from serving with ½ of the working day or more remaining, the employee shall return to work.

E.D. Personal Use Leave

1. Classified employees are entitled to three (3) personal ~~use~~ leave days **(24 hours in the Colleague system)** during each college year for personal business without loss of pay. ~~A minimum of 24 hours notice is required. Where reasonably foreseeable, classified employees shall provide the supervisor with 24 hours advance notice prior to using a personal leave day.~~
2. Low priority will be given in the following work periods and an approved statement specifying the reason must be provided:
 - a. First week of a new semester
 - b. Final exam week
 - c. Working day before and working day after a holiday
 - d. Two or more personal days in succession.
3. Unused personal ~~use~~ leave shall apply to sick leave.
4. Personal ~~use~~ leave days ~~(3)~~ shall be taken in no less than one hour increments. ~~in accordance with Appendix H.~~

F.E. Sick Leave

1. Fifteen (15) sick days **(117 hours)** will be credited to an employee ~~July 1~~ **Effective July 1, 2020, accrual shall be monthly in accordance with Art. XII, Sec. A, Par. 6).** The Administration may require a doctor's statement as proof of illness after the fourth consecutive day of sick leave or after the sixth day, not necessarily days in sequence, in the previous six month period. Failure to provide a doctor's statement when requested, shall be deemed as insubordination and a written warning shall be issued for the first offense. However, if employment terminates and the employee has used more sick days

than he has earned, the individual shall reimburse the college on a per diem basis. Such amounts, may be deducted by the College from any pending final paychecks or retirement compensation still pending. Or, if the employee must repay, the repayment must be within 60 days of the end of employment.

Sick leave shall be earned on a monthly basis using the following formula:

One (1) month employed earns ~~1.25 sick days~~ **9.75 sick hours.**

Sick leave shall not be earned during approved leaves of absence.

2. Sick leave shall be interpreted to mean illness, accident, hospitalization, doctor's appointments, quarantine of the employee or someone in his immediate family.
3. An employee who will be late or absent due to sickness shall phone or otherwise notify the supervisor within one-half (½) hour after the starting time for those working a normal shift and one (1) hour prior to starting time for second- and third-shift employees. Failure to comply with the procedure will result in the loss of salary for that day.
4. There shall be no limitation on accumulated days of sick leave. Monetary remuneration shall be at 12.5% of unused sick leave upon retirement as defined by the State Universities Retirement System. Terminal reimbursement will be based upon the average of the five highest years of base contractual salary.
5. In the case of an extended illness, the Associate Vice President of Human Resources or designee shall grant unused vacation time after normal sick leave has expired, upon written request of the employee.
6. An employee absent the working day before or the working day following a legal holiday or vacation period may be requested to submit acceptable proof of the reason for absence. Failure to provide such evidence shall result in the employee's salary being deducted for both the holiday and the day of absence.
7. Use of sick leave days shall be deducted from those allowed. ~~as in accordance with Appendix H.~~
8. **The maximum number of sick days to be paid upon retirement be 360 days.**

G.F. Vacation

2. Paid vacation shall be credited to an employee ~~July 1.~~ **Effective July 1, 2020, accrual shall be monthly in accordance with Art. XII, Sec. A, Par. 6.** However, if employment terminates, and the employee has used more vacation days than he has earned, the individual shall reimburse the college on a per diem

basis. Such amounts, may be deducted by the College from any pending final paychecks or retirement compensation still pending. Or, if the employee must repay, the repayment must be within 60 days of the end of employment.

From day 2 to last day year 1, 5/6 day per month (up to ~~40 days~~ **78 hours**)

From day 1 year 2	10 days	78.00 hours
From day 1 year 5	15 days	117.00 hours
From day 1 year 9	16 days	124.80 hours
From day 1 year 10	17 days	132.60 hours
From day 1 year 11	20 days	156.00 hours
From day 1 year 12	21 days	163.80 hours
From day 1 year 13	22 days	171.60 hours

2. Vacation requests are to be submitted for approval on the appropriate form to the immediate supervisor (a minimum of 24 hours notice required) and are to be verified by the Human Resources Office. The needs of the college shall be considered when approving vacation requests. Whenever possible, the employee's requested time shall be granted. When persons within a department apply for the same days off and all requests cannot be honored, requests will be granted in the order submitted. If received simultaneously, seniority will be utilized for priority.
3. Each employee must take a minimum of five (5) consecutive working days vacation each year. (Taking vacation in blocks of days [5 or more] is preferred.) An employee may accumulate vacation days up to a maximum of 35 days.
4. Upon written request to the Business Office at least two (2) weeks in advance of an approved vacation period, the Business Office shall issue payroll checks or checks for the period of the vacation time on the day prior to the commencement of the vacation period.
5. Upon separation from employment, vacation time accrued but not used shall be paid at the employee's regular salary rate according to the schedule in XII.G.(3).
6. Upon commencement of an approved leave of absence, vacation time accrued but not used, may be paid at the employee's option at his regular salary according to the schedule in XII.G.(3).
7. Vacation days shall be taken in no less than one hour increments, ~~in accordance with Appendix H.~~

H. Parental Leave of Absence

1. Any individual desiring a parental leave shall apply in writing thirty (30) days or more prior to the proposed commencement date to the Board of Trustees.

Where thirty (30) days prior notice is not possible, notice as practical shall be given.

2. A parental leave of absence shall be granted for a period of twelve (12) weeks in the case of a birth of a son or daughter to care for that son or daughter, placement of a son or daughter with the employee for adoption or foster care, to care for a spouse, son, daughter, or parent if they have a serious health condition. Entitlement for leave or placement of a son or daughter with the employee shall end at the end of the twelve (12) month period beginning on the date of birth or placement. 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 without pay or other compensation. However, an employee may elect or employer may require the employee to substitute any of the accrued paid vacation leave, personal leave, or family leave for any part of the twelve week period.
4. An individual who is pregnant may use her available sick leave for such period that her attending physician certifies in writing to the Board that she is disabled and unable to work. Said period shall not be considered a part of her parental leave, and disability and sick leave benefits, if any, shall apply during said disability.
5. Insurance benefits ordinarily paid by the Board will be continued during the parental leave. Accrued benefits will be retained.

I. Disability/Medical Leave

1. An individual on disability/medical leave upon return will assume his same position or a comparable position, if the same position is not available.
2. Additionally, years of service will be counted as if the person was in continuous employment with appropriate placement on the salary schedule.
3. This provision will apply for up to two (2) years and is contingent upon the individual being physically able to assume the position.

J. 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.

All benefits listed in Article XI-Benefits will be prorated for employees who, at their own option, work less than a full year. The prorated amount will be in direct proportion to the period of the requested leave, i.e., one month's requested leave will result in a 1/12 reduction in benefits.

K. Retirement

- 1. Each Classified member shall participate in the State Universities Retirement System (SURS) in accordance with that system's regulations.**
- 2. In exchange for timely notice, the amount of which is to be established by publication of an invitation of an offer from the Office of the College President as appropriate, the Board agrees that the Administration shall commit at least \$100,000 over the life of this Negotiated Agreement for the purpose of establishing a retirement incentive bonus (SURS non-creditable earnings) at times and with limitations as established and published by the College Administration. This retirement incentive bonus requires the submission of an irrevocable retirement notice and is subject to the approval of the Board of Trustees.**
- 3. Discretionary retirement slots, as identified above, are not pre-determined and are left to the sole discretion of the College President as indicated herein. Such slots shall be offered in groups of two (2) or more and shall be equal in bonus compensation within the group.**

ARTICLE XIII

DISCIPLINE

A. Types of Discipline

At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise. However, the Board and the Association recognize that, from time to time, circumstances will arise which require the just dispensation of discipline. The parties agree that disciplinary action shall be for just cause shown and will be performed in a timely manner. Where applicable, discipline will be performed in a progressive manner. 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 and Conference

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. The Association shall be notified and shall have a right to be present at the meeting. At said meeting, acceptable performance shall also 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 behavior has not been corrected within the time frame established in the written warning and conference step, a second meeting shall be held with the Supervisor and Associate Vice President of Human Resources wherein the reasons for a suspension shall be discussed. The Association shall be notified and shall have a right to be present at the meeting.

4. Discharge

If the unsatisfactory performance or behavior 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. The Association shall be notified and shall have a right to be present at the Board meeting.

5. Exceptions to Progressive Steps

Nothing herein shall limit the right of the College to effect an emergency suspension, with pay. Termination of an employee where the conduct of the employee is flagrant, insubordinate, or otherwise nonremediable shall only be effectuated following the pre-disciplinary meeting provided for in Article XIII.B.

Said conduct shall include but not be limited to: sleeping during scheduled work shift; 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 himself for five or more consecutive days without notifying the supervisor; possession, sale or use of a controlled substance.

B. Pre-Disciplinary Meeting

For discipline other than oral warnings, an agent of the Board shall notify the Association and schedule a pre-disciplinary meeting with the employee and the Association. However, other than for a written warning conference, the meeting hereinafter described shall be mandatory. At this meeting the Board shall inform the employee of the reason(s) for potential or contemplated discipline. The employee and the Association designated person shall have the right to rebut or clarify the reasons for such discipline.

The persons present at this meeting shall be limited to the employee, one (1) Association designated representative, the supervisor involved, and the designee of the Vice President of Business. No other persons shall be present.

There shall be compliance with the provisions of this Section prior to the imposition of any discipline provided for in Section A, subparagraphs 3, 4 and 5 thereof.

C. Notification and Measure of Discipline

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 and the Association, except in the case of an oral warning, wherein the provisions of A, 1 of this Article are applicable.

Once the Board 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.

D. 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.

ARTICLE XIV

SICK LEAVE BANK

Membership in this bank will be open to all eligible bargaining unit employees and will be voluntary. Any member of the bank who receives benefits from the State Universities Retirement system (SURS), or who is absent for illness due to a work related injury (which is compensable under the Illinois Worker's Compensation Act) may not avail himself of any benefits of the bank. To become a member of the bank, a staff member will notify the Sick Leave Bank Committee of the intention to do so on a form that will be provided.

After the exhaustion of his sick leave and vacation accumulation, each member of the bank may be entitled to draw upon the Sick Leave Bank. The granting of such leave shall be subject to the same criteria as regular sick leave days and shall be, in all other respects, consistent with the negotiated Agreement. Sick leave shall be available only for the illness of the employee and not for the illness of the family.

Any member who wishes to withdraw from membership in the bank can do so by written notice to the Sick Leave Bank Committee. Official withdrawal will be effective five (5) working days after the official notification. However, because the contribution of the two days is treated in the same manner as insurance, the days will not be returned.

It will be the responsibility of the Classified Association Executive Committee to establish the basic rules and regulations of the bank. Once these rules have been completed, they will be published and membership will be opened.

Classified employees who participate in the Sick Leave Bank and who have complaints regarding the decision(s) of the Sick Leave Bank Committee shall bring those complaints directly to the Sick Leave Bank Committee.

Classified employees shall absolve and hold harmless, in all respects, the Board of Trustees and the Administration regarding the implementation of the Sick Leave Bank provisions of this agreement.

When a participant in the Sick Leave Bank requests and is approved for sick leave benefits by the Committee, said Committee shall forward the name and all other appropriate pertinent information to the Associate Vice President of Human Resources.

Determination of participation, discontinuance of participation and particulars with regard to the withdrawal of days shall be furnished to the Associate Vice President of Human Resources by the Sick Leave Bank Committee in the appropriate year.

An employee who retires may donate up to 10 days of the employee's accumulated sick leave to the sick leave bank. These days may not be counted for SURS or remuneration under Article XII, Section F.4.

ARTICLE XV

PAST PRACTICE

Except as this Agreement shall herein provide provisions that specifically relate to an alleged past practice, nothing herein shall be interpreted or applied so as to eliminate, reduce, or otherwise detract from any classified benefits existing prior to the effective date of this Agreement.

The Association and Board agree that any past practices which may arise under the provisions of and during the term of this Agreement shall conform to the elements enumerated in this section.

The parties agree that the following four (4) requirements must exist for an alleged past practice to qualify as a bonafide, binding practice, whether under the provisions of this Agreement or at any time prior thereto:

1. The asserted past practice must be reasonably consistent;
2. The asserted past practice must be clearly stated in writing, or clearly articulated in an ascertainable manner;
3. The asserted past practice shall have been acted upon;
4. The asserted past practice must be readily ascertainable over a reasonable period of time as a reasonably fixed and established practice accepted by both Parties to this Agreement.

The Board agrees that, upon request of the Association, it will, through its administration, meet and consult with the Association relative to any past practices pertaining to wages, hours, and conditions of employment.

ARTICLE XVI

ENTIRE AGREEMENT

This Agreement constitutes a full and complete settlement of all known outstanding issues between the Board and the Association, and it supersedes and cancels all previous agreements between the Board and the Association. The Board and the Association mutually agree that this Agreement does not constitute a waiver of rights granted by the Illinois Educational Labor Relations Act with respect to those matters which permit collective bargaining and are not encompassed in this Agreement, and no action shall be taken with regard thereto by either party without collective bargaining and agreement. The Board and the Association mutually agree that they shall not make unilateral changes in the Collective Bargaining Agreement.

ARTICLE XVII

PRECEDENCE OF AGREEMENT

The Board and Association acknowledge the Board's authority to promulgate such policies for the College as the Board, in its sole discretion, deems necessary or advisable. Said policies shall control to the extent that they are not in conflict with the written terms of this Agreement.

If there is any conflict between the written terms of this Agreement and written Board policies, which may from time to time be in effect, the written terms of this Agreement shall take precedence and be controlling

ARTICLE XVIII

COMPENSATION LIMITATION

All compensation received under this agreement is limited to a maximum of six percent (6%) in consideration of the provisions of Illinois Senate Bill 27 (SB27) and any and all legislative enactments that may follow related thereto.

If subsequent legislative enactments permit compensation in excess of six percent (6%) without penalty to, or liability for the college, then such compensation shall be paid under the provisions of this agreement.

APPENDIX A

CLASSIFIED TITLES & GRADES

<u>GRADE</u>	<u>TITLES</u>
5	Library Assistant I Mail Distribution Clerk
6	ABE Data Entry Clerk Audio Visual Equipment Assistant Custodian I Gardener Library Assistant II Library Technology and Circulation Assistant Secretary I Student Personnel Clerk I Switch Board Operator
7	Account Clerk Assistant Coordinator, Chemistry Lab Maintenance Personnel Maintenance, Supply and Set Up Clerk Lead Staff Services Assistant Purchasing Assistant
8	Financial Aid Specialist Mail Automation Assistant Maintenance Semi-Skilled Trades Secretary II Student Loan Specialist
9	Cataloger Coordinator, Intake Services Health Careers Information Specialist Lead Person Custodial/Grounds Lead Person, Shipping and Receiving Police Communication & Support Services Officer Prospective Student Information Specialist Senior Financial Aid Specialist Student Personnel Clerk II

- 10 Business Specialist
Coordinator, Audio Visual Services
Coordinator, Financial Aid
Coordinator, Housing, Student Employment & Scholarship
Coordinator, RSVP Volunteers
Coordinator, Science Lab
Disability Services Assistant
Financial Aid Awarding Specialist
Graphic Design Specialist
Lead Person Police Communications/Support Service Officer
Marketing and Public Relations Associate
Office Coordinator
System Support Specialist
Telecommunication Specialist
- 11 Accountant
Child Care Center Associate
Computer Systems Specialist
Coordinator, Circulation Services
Coordinator, Educational Technology Resource Center
Coordinator, Financial and Membership
Curriculum & Assessment Assistant
Maintenance, Skilled Trades – Painter
Maintenance, Skilled Trades - Mechanic
Staff Technology Trainer
Technical and Production Assistant
Training Coordinator
- 12 Child Care Associate Director
Coordinator, Scheduling
Coordinator, Testing Center
Creative Services Associate
Manager/Technical Director, Performing Arts Center
Records Evaluator
Senior Graphics Design Specialist
- 13 Coordinator, Academic Success Center
Coordinator, Kindergarten Child Care
Lead Person, Maintenance
Digital Media Marketing Specialist
Public Relations Writer
Senior Coordinator Scheduling
Senior Lead Person/Custodial Grounds

EXEMPT/EXCLUDED POSITIONS

All Administrative Assistants

Administrative Assistant to the Vice President of Business Administration

Event/Community Relations Assistant

All Human Resource Positions

All Payroll Positions

APPENDIX B

SALARY AND INITIAL PLACEMENT

1. All employees hired after January 1st of each year of the agreement shall receive a raise effective only upon Board approved completion of their probationary period.
2. All employees shall receive raises on July 1st of each year of the agreement.
 - Effective ~~July 1, September 4 2015-2019~~, each employee shall receive a salary increase of: ~~3.00%~~ **4.00%** for fiscal year ~~2016-2020~~.
 - Effective July 1, ~~2016 2020~~, each employee shall receive a salary increase of: ~~3.00%~~ **4.00%** for fiscal year ~~2017 2021~~.
 - Effective July 1, ~~2017 2021~~, each employee shall receive a salary increase of: ~~3.00%~~ **4.00%** for fiscal year ~~2018 2022~~.
 - Effective July 1, ~~2018 2022~~, each employee shall receive a salary increase of: ~~3.00%~~ **4.00%** for fiscal year ~~2019 2023~~.
3. Initial salary placement will be at an amount within the assigned salary grade for the position. Generally, placement will be at or near the minimum starting salary of the salary grade except where job-related conditions or the specific needs of the College district warrant higher placement. (See Appendix C.)

APPENDIX C

FY 2016 (2015-2016)	Grade	Minimum Starting Salary	Maximum Starting Salary
	5	\$29,540	\$33,306
	6	\$30,920	\$34,922
	7	\$32,301	\$36,540
	8	\$33,685	\$38,157
	9	\$35,066	\$39,769
	10	\$36,447	\$41,387
	11	\$37,827	\$43,004
	12	\$39,210	\$44,621
	13	\$40,590	\$46,236
FY 2017 (2016-2017)	Grade	Minimum Starting Salary	Maximum Starting Salary
	5	\$29,983	\$33,806
	6	\$31,384	\$35,446
	7	\$32,786	\$37,088
	8	\$34,190	\$38,729
	9	\$35,592	\$40,366
	10	\$36,994	\$42,008
	11	\$38,394	\$43,650
	12	\$39,798	\$45,290
	13	\$41,199	\$46,930
FY 2018 (2017-2018)	Grade	Minimum Starting Salary	Maximum Starting Salary
	5	\$30,433	\$34,313
	6	\$31,855	\$35,978
	7	\$33,278	\$37,644
	8	\$34,703	\$39,310
	9	\$36,126	\$40,971
	10	\$37,549	\$42,638
	11	\$38,970	\$44,305
	12	\$40,395	\$45,969
	13	\$41,817	\$47,634
FY 2019 (2018-2019)	Grade	Minimum Starting Salary	Maximum Starting Salary
	5	\$30,890	\$34,828
	6	\$32,333	\$36,518
	7	\$33,777	\$38,209
	8	\$35,224	\$39,900
	9	\$36,668	\$41,586
	10	\$38,112	\$43,278
	11	\$39,555	\$44,970
	12	\$41,001	\$46,659
	13	\$42,444	\$48,349

APPENDIX C

FY 2019 (2018-2019) Beginning FY 2020 9/4/19 -6/30/23	Grade	Minimum Starting Salary	Maximum Starting Salary
	5	\$30,890	\$34,828
	6	\$32,333	\$36,518
	7	\$33,777	\$38,209
	8	\$35,224	\$39,900
	9	\$36,668	\$41,586
	10	\$38,112	\$43,278
	11	\$39,555	\$44,970
	12	\$41,001	\$46,659
	13	\$42,444	\$48,349

APPENDIX D

All benefits of the Classified employee health plan are contained in the Triton College Blue Cross/Blue Shield of Illinois Plan Document.

APPENDIX E

POLICY ON DISCRIMINATION

It is the policy of Triton College not to discriminate on the basis of race, color, creed, national origin, handicap, age, sex or marital status in admission to and participation in its educational programs, employment policies, or college activities. See Board Policy #4102.2 for further information.

Inquiries regarding compliance with state and federal nondiscrimination regulations may be directed to the College's Affirmative Action Officer. Triton College, 2000 Fifth Avenue, River Grove, Illinois, 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

APPENDIX F

POLICY STATEMENT ON 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. See Board Policy #4145 for further information.

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.

APPENDIX G

TRITON COLLEGE
EMPLOYEE/ASSOCIATION FILING OF GRIEVANCE FORM

Date Filed: _____

Docket No. _____

Grievant: _____

Position: _____

Respondent: Board of Trustees of District 504

Name and Title of Appropriate Supervisor Served:

Statement of Grievance:

Date of Alleged Violation: _____

Remedy Requested (State Fully):

Witnesses:

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

Signature of Association Representative

Date

(use back if necessary)

APPENDIX H

~~THIS CHART WILL BE USED TO CALCULATE TIME OFF DURING APPROVED SICK, VACATION, AND PERSONAL DAYS DURING THE FIVE (5) DAY WORK WEEK. Note: Floating holidays must be used as whole days.~~

1 hour	.13	5 hours	.64
1 ½ hours	.19	5 ½ hours	.71
2 hours	.26	6 hours	.77
2 ½ hours	.32	6 ½ hours	.83
3 hours	.39	7 hours	.90
3 ½ hours	.45	7 ½ hours	.96
4 hours	.52	8 hours	1.03
4 ½ hours	.58	8 ½ hours	1.09

~~If the Summer four (4) day work week is enacted by the College President one (1) Floating Holiday will count as one (1) day off. All other time is on an hour by hour basis.~~

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**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of October 15, 2019

ACTION EXHIBIT NO. 16364

**SUBJECT: 2019-2025 NEGOTIATED AGREEMENT WITH
TRITON COLLEGE STATIONARY ENGINEERS LOCAL 399**

RECOMMENDATION: That the Board of Trustees approve the 2019-2025 Negotiated Agreement with the Triton College Stationary Engineers (Local 399). The Board of Trustees and the Union have negotiated an extension of the existing agreement as modified with annual increases in salary of 2%, 2%, 2%, 3.25%, 3.50%, and 3.50% over the next six (6) fiscal years.

RATIONALE: The proposed agreement has been negotiated between the Triton College Board of Trustees and the Triton College Stationary Engineers and will be effective August 26, 2019 through and including June 30, 2025. The proposed agreement was ratified by the membership of the Union on August 30, 2019, by vote, with a majority in favor.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring Board signature: Yes ☒ No ☐

2019

AGREEMENT
BETWEEN
COMMUNITY COLLEGE DISTRICT #504
TRITON COLLEGE, RIVER GROVE
COOK COUNTY, ILLINOIS
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 399, AFL-CIO

Community College District #504, Triton College, River Grove, Cook County, Illinois, hereinafter referred to as “Employer” and International Union of Operating Engineers, Local 399 (AFL-CIO), hereinafter referred to as the “Union” agree as follows:

Effective: August 26, 2019 through June 30, 2025

Special Note: The definition of masculine references, i.e., he, his, and him, used in this contract include the feminine equivalent, i.e., she, her.

PREAMBLE

WHEREAS, the Board and Union have endorsed voluntarily 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 obligation of the Board to retain the right to operate District #504 in a responsible and efficient manner and are consistent with the paramount interests of the public and the students of the school system;

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority or duties vested in the Board and the College by the statutes of the State of Illinois or the laws of the United States of America;

WHEREAS, the parties agree that if any provision of this Agreement or any application of the Agreement to any engineer, individually or as a group, shall be found contrary to the law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. No provision of this Agreement shall abrogate the statutory rights, duties, and responsibilities of the Board. The Board also reserves its right to delegate to its administrators the responsibility for the day-to-day management of the College in its charge;

WHEREAS, the enforcement of this Agreement is the joint responsibility of the Board and the Union. Should any disputes arise as to the proper interpretation or application of any provision(s) of this Agreement, the representatives of the Board and the Union shall meet and confer in good faith to resolve differences;

WHEREAS, the Board and the Union further agree to comply faithfully with case and statutory law of the State of Illinois and the United States of America;

WHEREAS, the Employer and the Union may jointly modify this Agreement in writing, which shall be binding on the Employer, the Union, and the Employees;

AND WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and other conditions of employment of the Employees covered by this Agreement to promote 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 that all elements of the **PREAMBLE** are part of this agreement and additionally agree as follows:

ARTICLE I
RECOGNITION – JURISDICTION

The Employer recognizes the Union as the exclusive collective bargaining representative for all employees engaged in the operations: Operating or assisting in operating all heating and ventilating equipment, engines, turbines, motors, combustion engines, pumps, air compressors, ice and refrigerating machines, air-conditioning units, fans, siphons, also automatic and power-oiled pumps and engines, operating or assisting in maintaining all facilities, including all instrumentation and appurtenances utilizing energy from nuclear fission or fusion and its products such as radioactive isotopes.

It is further recognized that the monitoring equipment, or equipment that controls, stops, or starts the operations of any equipment considered within the scope and responsibility of the licensed stationary engineers will be under the jurisdiction and supervision of the licensed engineers.

ARTICLE II
NONDISCRIMINATION

1. Neither the Board nor the Union shall discriminate against any employee on the basis of race, creed, color, sex, or national origin.
2. There shall be no discrimination against any employee because of Union activity or functioning as a steward, committee member, or Union official.

ARTICLE III

RESPONSIBILITY FOR WORK

The bargaining unit employees shall be responsible for and shall operate and maintain in good running order all machinery and equipment as specified in Article I and any other equipment that may hereafter be used in the duties and operations as specified in Article I. They shall perform all work that has been traditionally and historically within the work jurisdiction of the Engineers, except that they shall not be required to perform major repairs not reasonably expected of an Engineer.

Safety glasses (prescription), raincoats, hats, boots, and other necessary foul-weather clothing shall be provided by the College during the term of employment. Further, each member of the bargaining unit shall receive (at no cost to the employee) three (3) sets of uniform pants and shirts and one (1) pair of safety shoes per fiscal year and one (1) winter coat, every other fiscal year.

All work of the bargaining unit shall be performed by the unit employees and shall not be sublet, contracted out, or performed by any other person except major repairs not reasonably expected of an Engineer.

Employees shall not be required to perform outside electrical work in inclement weather, except in emergencies.

Employees shall obey all orders of those in authority in an effective, courteous, businesslike manner.

ARTICLE IV DISCIPLINE

A. Types of Discipline

At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise. However, the Board and the Union recognize that, from time to time, circumstances will arise which require the just dispensation of discipline. The parties agree that disciplinary action shall be for just cause shown and will be performed in a timely manner. Where applicable, discipline will be performed in a progressive manner. 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 and Conference

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. The Union shall be notified and shall have a right to be present at the meeting. At said meeting, acceptable performance shall also 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 behavior has not been corrected within the time frame established in the written warning and conference step, a second meeting shall be held with the Supervisor and Associate Vice President of Human Resources wherein the reasons for a suspension shall be discussed. The Union shall be notified and shall have a right to be present at the meeting.

4. Discharge

If the unsatisfactory performance or behavior 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. The Union shall be notified and shall have a right to be present at the Board meeting.

5. Exceptions to Progressive Steps

Nothing herein shall limit the right of the College to effect an emergency suspension, with pay. Termination of an employee where the conduct of the employee is flagrant, insubordinate, or otherwise nonremediable shall only be effectuated following the pre-disciplinary meeting provided for in Article XIII.B.

Said conduct shall include but not be limited to: sleeping during scheduled work shift; 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 himself for five or more consecutive days without notifying the supervisor; possession, sale or use of a controlled substance.

B. Pre-Disciplinary Meeting

For discipline other than oral warnings, an agent of the Board shall notify the Union and schedule a pre-disciplinary meeting with the employee and the Union. However, other than for a written warning conference, the meeting hereinafter described shall be mandatory. At this meeting the Board shall inform the employee of the reason(s) for potential or contemplated discipline. The employee and the Union designated person shall have the right to rebut or clarify the reasons for such discipline.

The persons present at this meeting shall be limited to the employee, one (1) Union designated representative, the supervisor involved, and the designee of the Vice President of Business. No other persons shall be present.

There shall be compliance with the provisions of this Section prior to the imposition of any discipline provided for in Section A, subparagraphs 3, 4 and 5 thereof.

C. Notification and Measure of Discipline

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 and the Union, except in the case of an oral warning, wherein the provisions of A, 1 of this Article are applicable.

Once the Board 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.

D. 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.

1. The names and addresses of all employees newly hired or terminated shall be sent to the Union by the responsible Engineer within seventy-two (72) hours after hiring or termination. A newly hired employee, except Trainees (see Article XII), without previous service with the Employer, shall be considered as a probationary employee for the first 180 days of his employment.
2. After two (2) years of full-time employment, in the event of a reduction in force, one (1) month's notice or severance pay, at the discretion of the Employer, will be provided to the affected individual.

ARTICLE V
UNION SHOP AND FAIR SHARE

1. Union Dues and Fair Share Payments. It is recognized that the Union owes the same responsibilities and duties to all employees; that is, to provide equal rights, representation, and services to all persons covered by this Agreement whether or not they are members of the Union, and to represent all such persons fully and fairly. Consequently, all employees covered by this Agreement ~~shall, on the 181st day, may elect, as a condition of continued employment with the District, either: (1) to become members of the Union and pay to the Union regular Union dues and fees: or (2) pay to the Union agency fees in the amount certified by the Union but not to exceed the mount of regular monthly dues as the non-member's proportionate share of the Union's costs of collective bargaining, contract administration, and pursuit of matters concerning employee wages, hours, and conditions of employment.~~
2. Union Dues Deduction. The Board shall deduct from the pay of each member of the bargaining unit from whom it receives (or has received) written authorization to do so, the required amount of International Union of Operating Engineers Local 399, AFL-CIO dues. The Union dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each, shall be forwarded to the Financial Secretary of the International Union of Operating Engineers Local 399, AFL-CIO no later than fifteen (15) days after such deductions were made.

In consideration of the above described service rendered by the Board of Trustees of Community College District No. 504, its members, officers, agents, and employees, the Union hereby releases and discharges the Board of Trustees of Community College District No. 504, its members, agents, and employees for and from any and all liability whatsoever arising as a result of authorization herein given, and all lists created pursuant hereto, and from any errors and omissions which may occur in the creation of such lists and withholding and transmittal of such dues payments.

- ~~3. Fair Share. Employees covered by this Agreement who are not members of the Union shall pay a share of the Union dues.~~

~~The Union shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member employees and paid to the Union.~~

~~Non-member employees who object to the amount of the fair share fee established by the Union shall have the right to file a charge against the Union or take such other action as may be authorized by the Illinois Educational Labor Relations Act and/or the rules and regulations promulgated thereunder by the Illinois Educational Labor Relations Board or designee for placement in an appropriate escrow account as established by such agency for such purpose and pursuant to their rules and regulations.~~

The Union shall indemnify and hold harmless the Board of Trustees, its members, officers, agents, and employees from any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

~~4. Bona Fide Religious Belief. Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of any agency shop or fair share contribution to a Union shall be required to pay an amount equal to their fair share of Union dues to a non-religious charitable organization mutually agreed upon by the Union, and the affected involved employees, as set forth in P.A.83-1013,6(g).~~

ARTICLE VI WAGES

All employees shall receive the percentage increase on July 1st (**except as noted**) of each fiscal year of the agreement and shall advance on the new employee (or trainee) pay schedule, as appropriate, on the first pay period following their anniversary date.

The salary grid reflects the negotiated raises:

1. Effective **August 26, 2019** ~~July 1, 2015~~, each employee shall receive a salary increase of: ~~3.00%~~ **2.00%** for fiscal year ~~2016-2020~~.
2. Effective July 1, ~~2016-2020~~, each employee shall receive a salary increase of: ~~3.00%~~ **2.00%** for fiscal year ~~2017-2021~~.
3. Effective July 1, ~~2017-2021~~, each employee shall receive a salary increase of: ~~3.00%~~ **2.00%** for fiscal year ~~2018-2022~~.
4. Effective July 1, ~~2018-2022~~, each employee shall receive a salary increase of: ~~3.00%~~ **3.25%** for fiscal year ~~2019-2023~~.
5. **Effective July 1, 2023, each employee shall receive a salary increase of: 3.50% for fiscal year 2024.**
6. **Effective July 1, 2024, each employee shall receive a salary increase of: 3.50% for fiscal year 2025.**

New Employee Pay Schedule:

All new employees hired after August 26, 2019 will be paid the “State certified prevailing wage rate” (SPW) which is currently \$48.17 per hour. (Stationary Engineers prevailing wage is just the rate without the benefits.) Employees begin at 90% of state prevailing wage as the starting rate and they shall receive raises in accordance with the annual increases negotiated for the Stationary Engineers above. Once the employee reaches 100% of SPW, they are linked to the SPW thereafter. If the employee has not reached 100% at start of 5th full fiscal year of employment (July 1), they will be raised to 100% of the SPW.) See note below.

Trainee compensation shall be set at 80% of the New Employee Pay Schedule starting rate in the first year; 85% of starting rate in the second year and 90% of starting rate in the third year, **and remain at 90% for the duration of their employment, unless they become a licensed engineer.**

*[*Note: By grandfathering the one individual currently on the new employee salary step grid, (four-year grid currently at 80%, 85%, 90%, 95%, and 100%), and moving to a 90% of state prevailing wage for starting pay grid, scheduled annual raises shall continue until the employee reaches 100% of SPW or the employee will be placed at 100% of SPW (by the start of the 5th full fiscal year.) New employees (hired after 8/26/2019) compensation will thereafter never exceed 100% of SPW amount.]*

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
Starting Rate* (80%)	\$82,078.60	\$84,540.96	\$87,077.19	\$89,689.50
12 mo service (85%)	\$87,208.51	\$89,824.77	\$92,519.51	\$95,295.10
24 mo service (90%)	\$92,338.43	\$95,108.58	\$97,961.84	\$100,900.69
36 mo service (95%)	\$97,468.34	\$100,392.39	\$103,404.16	\$106,506.28

Conversion to hourly rate for existing Stationary Engineers hired before 8/26/2019

	<u>FY 2019</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY2025</u>
Starting Rate*	\$89,689.50	\$43.12	\$45.27	\$47.54	\$49.91	\$52.41	\$54.24	56.14
	\$95,295.10							
	\$100,900.69							
	\$106,506.28							

Stationary Engineer:

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
Stationary Engineer	\$102,598.26	\$105,676.21	\$108,846.49	\$112,111.89

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
Stationary Engineer	\$53.90	\$54.98	\$56.08	\$57.00	\$59.06	\$61.13	\$63.26

Above rates shall be increased by ten percent (10%) for the second shift and by ten percent (10%) for the third shift **for all employees hired before August 26, 2019. For employees hired after that date, the shift differential will be eight percent (8%).**

Chief Engineer:

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
Chief Engineer	\$114,593.35	\$118,031.15	\$121,572.09	\$125,219.25

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
Chief Engineer	\$62.91	\$61.85	\$63.09	\$64.35	\$66.44	\$68.77	\$71.17

Assistant Chief Engineer

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
Assistant Chief Engineer	\$57.73	\$58.88	\$60.06	\$62.03	\$62.03	\$64.19	\$66.42

ARTICLE VII
OVER SCALE RATES – CHANGE IN CONDITIONS

1. Call-Ins. In the event an Engineer is called in to work during a shift other than his own shift, he shall receive a minimum of four (4) hours pay at the applicable rate. Time shall begin when the Engineer has arrived on the College property and has punched in on the time clock. Any Engineer required to work on his schedule day off shall receive a minimum of four (4) hours pay at the applicable rate.

In the event that an engineer works a second regularly scheduled 8 hour shift in less than a 24 hour period and the intervening break between the two shifts is less than 8 hours the engineer will be compensated at time and one-half from the start of the second regular shift to the end of the 8 hour intervening period. (For example, an engineer works until midnight, departs the college and returns at 6:00 a.m.; the time from 6:00 a.m. to 8:00 a.m. would be paid at time and one-half.)

2. Early Reporting. Should any Engineer be required to report to work earlier than his normal starting time, such earlier time shall be added to the regular day's work and paid at the applicable rate. Time shall begin as specified in Section 1 above.
3. Seniority. Except as specifically provided for within this Agreement, seniority within the unit shall apply to choice of vacation, layoff, call back, vacancies on jobs and shifts, and promotions; provided that the employee has the ability to perform the job.
4. Computerized Remote Monitoring System. In the event that the College engages to a computerized remote monitoring system and an Engineer is called upon to log in from a remote location to troubleshoot/remedy a mechanical situation, any time worked greater than 15 minutes will be compensated at the employee's current straight time rate.
5. Reduction in Force. In the event of a layoff (RIF) the College agrees not to replace the displaced worker with a "trainee". However, the College reserves the right to hire "trainees" into vacant positions which have occurred through natural attrition, resignations, retirements and terminations.

ARTICLE VIII

WORK WEEK

Five (5) consecutive days of eight (8) consecutive hours each shall constitute a week's work. Engineers shall work forty (40) hours per week in not more than five (5) consecutive days. If any Engineer is required to work beyond his regularly scheduled hours in any day, he shall be paid at the Engineers applicable rate and may not be required to take compensatory time off. The work week consists of Monday through Sunday, starting at 12:01 AM Monday and ending at Midnight Sunday.

All shifts shall begin between the hours of 6:00 to 8:00 AM, 2:00 to 4:00 PM, or 10:00 to 12:00 PM. Work in excess of forty (40) hours in any one (1) work week shall be paid for at one and one-half ($1\frac{1}{2}$) times the regular rate. The sixth (6th) day of work in a work week will be paid at the rate of time and one-half ($1\frac{1}{2}$) and the seventh (7th) consecutive day in any work week shall be paid at double time.

Work in excess of eight (8) hours in one (1) day (first five [5] days of a scheduled work week) shall be paid at the rate of one and one-half ($1\frac{1}{2}$) the regular rate. Those Engineers scheduled to work during the day shift shall be on campus for eight (8) hours per day. The Chief Engineer shall be on campus eight and one-half ($8\frac{1}{2}$) hours per day which shall include a one-half ($1/2$) hour lunch period. All other shifts shall be on campus eight (8) hours per day, with no compensation for the lunch period.

All personnel shall observe regular working hours which shall be regulated by time clocks. No employee shall either punch in or out for another employee.

No employee shall leave the school grounds for other than school purposes during working hours without first obtaining permission from his supervisor. Upon so leaving, such employee shall punch out on the time clock.

ARTICLE IX
CHIEF ENGINEER AND ASSISTANT ENGINEER DUTIES

The Chief Engineer shall be responsible to the Employer for the safe economical operation of the plant and for all persons employed under him. The Chief Engineer shall be responsible to this Employer for carrying out the orders of management in the operation of the plant. The Employer shall inform the Chief Engineer of any contemplated major repairs, or major improvements to be made in the equipment under the jurisdiction of the Engineers as listed in Article I of this Agreement. A meeting shall be arranged for this purpose within seven (7) days after receipt of request.

The Assistant Chief Engineer is a line supervisor, will delegate tasks, and has official supervisory authority over all Stationary Engineers other than the Chief. In the absence of the Chief, the Assistant Chief will receive supervisory differential if in the position for three (3) or more consecutive days. (The difference between 5% and 12.5%).

When another acts on behalf of and as Chief Engineer for three or more consecutive days, he shall be paid at that rate, retroactive to the first of such consecutive days.

ARTICLE X
GRIEVANCE AND ARBITRATION PROCEDURES

If any employee has a grievance, he shall present the grievance to the Superintendent of Operations and Maintenance within ten (10) days from the date of the alleged violation by the Employer, who shall endeavor to settle the grievance. If the grievance is not resolved in the meeting of the aggrieved employee and the Superintendent of Operations and Maintenance within five (5) working days, the aggrieved employee shall reduce the grievance to writing and sign it, whereupon such written grievance shall be presented to the Union Business Representative and the Vice President of Business Services who shall meet with the employee in a further attempt to adjust the grievance.

Any grievance not disposed of according to the provisions of the preceding paragraph and all grievances involving the interpretation of application of this Agreement shall be processed as follows:

1. Within thirty (30) days from the date the grievance arose (exclusive of Sundays and holidays) the Union may present the grievance in writing to the Employer, (by serving the Vice President of Business Services) and the Union's grievance committee (acting jointly) which shall then meet with reasonable promptness and endeavor to reach a final solution which is satisfactory to the Employer and the Union.
2. Pending exhaustion of the grievance procedure, the employees (except any discharged employee without notice under Article IV (1) of this Agreement) shall continue in effect the working conditions which existed prior to the time the grievance arose.
3. All time limitations stated in this Article may be extended by written agreement of the Union and the Employer.
4. The failure or refusal of the Employer to meet with the Union representative to adjust a grievance as required by this Article or a failure or refusal to accept a solution agreed to by said committees under paragraph (1) of this section shall render the Union free to take any other lawful action against the Employer.
5. If the grievance is not satisfactorily resolved as outline above, it may be submitted by the Union within ten (10) working days of the failure to resolve in Section 4 above, to binding arbitration. The Union shall notify the Board, and the parties shall attempt to mutually agree upon an arbitrator within five (5) days of the notification. If the parties cannot reach an agreement on an arbitrator, the parties shall jointly request the the American Arbitration Union to provide panels of arbitrator and to act as the administrator of the proceedings.

The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from, or change the provisions of this Agreement or the provisions of written Board Policies or written Board Rules and Regulations. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Board

and the Union and shall have no authority to make any decisions or recommendation on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws, rules, and regulations having the force and effect of law.

The decision shall be based solely upon interpretation of the meaning or application of the terms of this Agreement, or if applicable, provisions of written Board Policies or written Board Rules and Regulations, to the facts of the grievance presented. The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall have the authority to make any award concerning the remedy, if any, that the arbitrator considers to be appropriate.

The fees and expenses of the arbitrator and any other costs mutually agreed upon shall be divided equally between the Board and the Union; provided, however that each party shall be responsible for compensation of its own representatives or witnesses. All other expenses shall be borne by the party incurring them.

The parties agree to schedule arbitration hearings insofar as practicable at times when Engineer employees can be present to testify as witnesses without interfering with their assigned duties. Unless the parties mutually agree otherwise, arbitration hearing shall be held at the College's campus in River Grove, Illinois.

ARTICLE XI

NO STRIKE CLAUSE

During the term of this Agreement there shall be no strikes, lock-outs, or picketing. Refusal of any employee to cross a primary picket line shall not be grounds for discharge or disciplinary action.

ARTICLE XII **TRAINEES**

1. Jurisdiction. This Article has been entered into for the purpose of recording an agreement on terms and conditions of employment of Engineer Trainees (hereinafter often referred to as “Trainees”). Trainees are not to work a shift alone, but are to work under the supervision of one of the following: An Engineer, an Assistant Chief Engineer, or the Chief Engineer.
2. Employment, Training Period, and Probationary Period.
 - a. Trainees established and hired by the College must first meet the minimum standard of successful completion of four HVAC or related classes as approved by the College.
 - b. The number of Trainees who may be employed shall be determined by agreement between the Union and the Employer.
 - c. When requested to do so by the Employer, the Union will supply applicants from a list as maintained by the Union.
 - d. The Engineer Trainee program is designed to train and qualify persons so that they may become qualified Engineers upon completion of it. Ordinarily, three years’ training is required for qualification, but in particular cases where the earlier full qualification of a Trainee is agreed to by the Union and the Employer, a shorter training period may be deemed sufficient and if the candidate possesses a minimum of an Engineer’s License.
 - e. “Trainee” shall be considered a probationary position and an “at will employee.” An employee serving in a trainee engineer position can serve no longer than three full years in the position. In the event that a trainee has failed to successfully complete school, licensing, and certification within the three year period, the trainee shall be automatically terminated. It is understood that this termination due to failure to comply with standards shall be considered a resignation by the trainee.
 - f. The trainee compensation shall be set at 80% of the New Employee Pay Schedule starting rate in the first year; 85% of the starting rate in the second year and 90% of the starting rate in the third year.
3. Employment as Engineer. A trainee must complete the Engineer Trainee Program in order to be eligible to be considered by the Board of Trustees for employment as an Engineer.

Such employment shall occur only upon the action of the Board of Trustees to hire an Engineer from among internal and external candidates, who possess a minimum of an Engineer’s License and are deemed by the Board of Trustees to be eligible for such employment as an Engineer when, and if, a vacancy in the position exists and the Board of Trustees, in its sole discretion determines, that such vacancy shall be filled.

ARTICLE XIII

MISCELLANEOUS

1. Holidays and Holiday Pay. Holidays indicated on the official college calendar shall be observed as holidays. They are: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, ~~Good Friday~~, **Spring Holiday**, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, Christmas Eve Day, Christmas Day, and New Year's Eve Day.

All employees shall be paid eight (8) hours at their regular rate of pay for each of the holidays mentioned above, when no work is performed on those days. If an employee is required to work on any of the above mentioned holidays, (except floating holidays) he shall be paid his eight (8) hours holiday credit plus double time for all hours worked. If an employee is required to work on Easter Sunday, he shall be paid holiday credit plus double time for all hours actually worked.

There are three floating holidays, they are: ~~Washington's Birthday~~, President's Day, Columbus Day and Veteran's Day. These days can be worked at straight time, and banked and used as floating holidays during the fiscal year, or the day can be taken off as a holiday.

If an employee is scheduled to work on a holiday and fails to report for work, he shall receive no pay or holiday compensation. If an employee works a holiday, eight (8) hours of that holiday pay shall be applied to the base work week of forty (40) hours. If overtime in excess of the base forty (40) hours is worked for the week, it shall be paid at the appropriate rate. Additional holiday compensation (over the eight (8) hours), shall not count toward the base or to compute overtime pay. An employee who is not regularly scheduled to work the Holiday and does not work, shall not count any portion of the holiday pay toward the base or overtime hours.

No change shall occur in the regular schedule to avoid premium pay for overtime or holiday work unless preceded by one (1) week's posted notice. If an employee is required to work an unscheduled holiday shift, he will be so advised in writing one (1) week prior to the holiday unless an emergency situation arises.

If an employee's normal work week is Tuesday through Saturday, and a holiday falls on Monday, he will observe Tuesday as his holiday, or as scheduled by the Supervising Engineer (Example: He would be paid a regular 40 hours, but only work 32 hours that week). Unless regularly scheduled, Sunday work shall be paid at double time.

2. Injury on the Job. Employees who are injured from events arising out of and in the course of their employment and who of necessity must be absent from work shall have the following options:
 - a. Employees shall receive Worker's Compensation Benefits only and may choose not to have sick leave deducted. The Employee may elect to pursue their remedies under the Worker's Compensation Act and if the injury is

covered under the Worker's Compensation Act, the employee may choose to recover Worker's Compensation.

- b. The employee may receive the difference between his regular pay and the amount received from Worker's Compensation. Sick leave shall be deducted only based on the amount of remuneration received from the College.
3. Sick Leave. After 180 days of employment a new employee will be credited with three (3) sick leave days. In addition, for each month of employment prior to the next July 1, one (1) sick leave day will be credited to the employee after having served the probationary period. Fifteen (15) days of sick leave shall be credited annually to each full time employee at the beginning of each school year July 1. The Administration ~~may~~ **will** require a doctor's statement as proof of illness after the fourth consecutive day of sick leave or after the sixth day, not necessarily days in sequence, in the previous six month period. Failure to provide a doctor's statement when requested, shall be deemed as insubordination and a written warning shall be issued for the first offense. However, if the employee is terminated and has used more sick days than he has earned, the individual shall reimburse the college on a per diem basis.

~~There shall be no limitation on accumulated days of sick leave for employees hired before July 1, 1996.~~ For employees ~~hired thereafter~~, sick leave will accumulate to a maximum of three-hundred-sixty (360) working days. Monetary remuneration shall be at 12.5% of unused sick leave upon retirement as defined by the State Universities Retirement System. 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. Unused personal use shall apply to sick leave accumulated after January 1, 1981.

Sick leave shall be earned on a monthly basis using the following formula:

One (1) month employed earns 1.25 sick days.

Sick leave shall not be earned during approved leaves of absence.

4. Personal Day. Each full-time employee is entitled to three (3) personal use leave days during each College fiscal year (which runs from July 1 through June 30 of each year) for personal business without loss of pay. A minimum of twenty-four (24) hours notice to the Supervising Engineer and the Vice-President of Business Services, is required. Personal days will be granted for the following reasons: divorce proceedings, property settlements, and legal matters.
5. Court Appearances.
 - a. When an employee is called to serve on a jury, if the employee reports but is excused from serving with half (1/2) of the working day or more remaining, the employee shall return to

work. When an employee serves on jury duty, the employee shall not suffer loss of compensation.

- b. Any pay received in the course of Jury duty must be endorsed and turned over to the College Human Resources Department who will forward the money to the Business office as proof of Jury service, and the employee is then compensated at their full normal straight time rate from the College.
 - c. When an employee is called to appear as a witness, if the employee reports but is excused from serving with half (1/2) of the working day or more remaining, the employee shall return to work.
6. Funeral leave. The Employer agrees to pay employees covered by this Agreement for necessary absence because of death in the immediate family, up to and including a maximum of three (3) scheduled work days at straight time, provided the employee attends the funeral. The term “immediate family” shall mean spouse, parent, grandparent, child, brother, sister or the equivalent “in-law” relationship to the employee.
7. Paid Vacation.

- a. Paid vacation shall be earned annually, July 1 of each year as follows:

From day 2 to last day of the first year	5/6 day per moth (Up to 10 days)
From day 1 of year 2	10 days per year
From day 1 of year 5	15 days per year
From day 1 of year 9	16 days per year
From day 1 of year 10	17 days per year
From day 1 of year 11	20 days per year
From day 1 of year 12	21 days per year
From day 1 of year 13	22 days per year

- b. An employee shall not be eligible for vacation time until he has worked six (6) months.
- c. So far as possible, employee vacation requests shall be submitted in writing to the Vice President of Business Services, who shall approve vacation

requests within his sole discretion. Prior to March 1 of the year in which vacations are due, time preference will be granted based on seniority. After that date, all approvals will be made in order of receipt of request to the Vice President and he may grant or deny the request within his sole discretion.

- d. Each employee must take a minimum of five (5) consecutive working days vacation each year. The employee may accumulate vacation time up to a maximum of 35 days.

Upon separation from employment, vacation time accrued and not used, to a maximum of thirty (30) days, shall be paid at the employee's regular salary rate.

8. Education Opportunity

- a. Operating Engineers and Trainees required by the Employer to attend training sessions to learn more about their job shall be on paid time, or compensated for (at straight time) if after regular working hours. The College shall assume responsibility for any unusual expenses in connection with these training sessions, if such expenses are previous approved by the Vice President of Business Services. The Board shall have final approval within it's sole discretion.
- b. Upon completion of an approved undergraduate and approved graduate courses with a "B" or better, tuition and registration fees for directly job-related courses taken off campus by employees shall be reimbursed up to a maximum of \$1,900 for courses, conference, and seminars taken off campus.

Credits must be earned prior to July 1.

- c. An employee shall not be permitted to take more than seven (7) credit hours per semester at Triton College. Employees pay ~~\$3~~ **\$10** per credit hour and first ~~\$25~~ **\$90** of fees waived. Dependents pay ~~\$6~~ **\$10** per credit hour and first ~~\$25~~ **\$90** fees waived.

- d. **Only Triton College Stationary Engineers employees-hired full-time before August 26, 2019** successfully completing the following number of college credit hours shall receive an additional compensation in accordance with the following schedule:

16 – 31 credit hours	2%
32 – 46 credit hours	3%
47 – 61 credit hours	4%
62 & above credit hours	5%

The courses must be job related, taken at an accredited institution, and have prior approval from the Vice President of Business Services. This policy became effective July 1, 1970, and no credit shall be given for courses taken prior to the time of initial employment.

Employees hired after August 26, 2019 shall receive no additional compensation for successful completion of coursework but shall receive one time \$500 payment, (not on base salary), for each level of degree earned, Associates, Bachelors, and Masters (\$1,500 lifetime max.)

- e. Persons either newly employed or hired as Engineers after July 1, 1993 may be required by the Vice President of Business Services to complete at least one (1) course offered in the Triton College Air Conditioning/Refrigeration program every two (2) years at no cost to the employee.
- 9. Cooperation in Recruiting. The Union undertakes, when requested to do so by the Employer, to stand ready to furnish the Employer with reliable and competent Engineers, if available.
- 10. Union Meetings. Upon approval of the Vice President of Business Services, Union meetings may be held at Triton College but not to be attended by employees on duty.
- 11. School Property. All employees must realize that they are working for the public and their first duty is to protect school property. This article does not mean that employees covered by the Agreement are to be, or act as guards or policemen.
- 12. Language. The use of profane and abusive language in and about the school premises is strictly prohibited.
- 13. Safety Council. The Union will have a representative on the Triton College Safety Council.
- 14. SURS. Union members will notified and allowed to participate in meetings held to explain State Universities Retirement Plan benefits.
- 15. Monthly Accrual

Monthly accrual shall be effective for all employees under this agreement as of July 1, 2020 without exception. All leave time (vacation, sick and personal) hours shall only be accrued in the Colleague system as they are earned monthly, and shall only be credited to the system after the 16th day of the month worked. Employees must work more than 50% of the month to earn leave time for the month. Hereafter, all credits of accrued time will be reflected and credited in an hourly format (1 day = 8 hours).

- 16. Merit Pay Compensation

The Parties agree that the Administration may establish a merit pay performance bonus fund (SURS non-creditable earnings). A merit pay performance bonus may be issued to individual bargaining unit members at any time and subject to the sole discretion of the College President. The awarding of the bonus is subject to the approval of the Board of Trustees. As a bonus, this is non-SURS creditable earnings. In the event that a merit pay performance bonus is issued to a bargaining unit member, the College

agrees to immediately provide the Association with the name of the bargaining unit member receiving the bonus and the amount of the bonus received.

ARTICLE XIV
GROUP BENEFITS

1. **Insurance.** A group hospitalization, income protection, life, and dental program as adopted by the Board of Trustees and contained in a book entitled “Our Group Insurance Plan” as available for the Faculty and Classified staff will be made available to non probationary employees covered by this Agreement.

The premiums for all benefits set forth in the Health, Dental, and Life Insurance program as adopted by the Board of Trustees for the College shall be paid in full for each full-time employee by Triton College. Each employee will be provided with specifics regarding these insurance programs. Dependent coverage shall be provided on a co-payment basis with the employee sharing equaling.

Effective July 1, 2013 the health insurance co-payment will be revised through recommendation of the Employee Health Insurance committee and as approved by the Board of Trustees. The co-payment amount shall be identical to the highest amount paid by any other full time employee group. The standard effective date shall thereafter be January 1 through December 31, however the Board of Trustees at their discretion may revise the co-payment at anytime with 180 days notice to the affected employees. Insurance co-payment is based on 26 pay periods per fiscal year.

The Union, in consultation with other bargaining and administrative units of the College reserves the right to negotiate through the Employer, all changes in the health, dental, and life insurance program that apply to Union members.

The Engineers as a group may elect to obtain coverage without contribution to or from the College, for all health insurance matters through the Local 399 of the AFL-CIO. In such event, all employees of this group must agree to the change and all must make the change. The union must inform the Employer in writing to the Vice President of Business Services at least 60 days prior to any changes.

Should vision care become a part of the Group Insurance Plan during the term of this contract, the Engineers may participate by paying the additional premium (contingent on all Engineers participating).

2. **Retirement – Incentive:**

In the event that the Board of Trustees offers a Retirement Incentive package to employees, the Stationary Engineers shall be included in such a proposal.

3. IRS SECTION 125 Salary Reduction Program

The Board shall implement and make available to all Union members an IRS Section 125 Salary Reduction Program to the fullest extent provided by the IRS rules and regulations for insurance premiums, 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 plan provided by the Board. The Board shall pay any administrative cost to the program.

Each full-time employee who elects to participate in this program shall, individually, undertake and be responsible for the payment of monthly administrative costs of the program, in full, as to such full-time employees.

This program shall be supplemental to the other insurance coverage contained in the agreement with the Union and shall not permit the employee to withdraw from these basic insurance coverage.

ARTICLE XV
COMPENSATION LIMITATION

All compensation received under this agreement is limited to a maximum of six percent (6%) in consideration of the provisions of Illinois Senate Bill 27 (SB27) and any and all legislative enactments that may follow related thereto.

If subsequent legislative enactments permit compensation in excess of six percent (6%) without penalty to, or liability for the college, then such compensation shall be paid under the provisions of this agreement.

ARTICLE XVI
DURATION OF AGREEMENT

1. This Agreement shall be effective as of ~~July 1, 2015~~ **August 26, 2019** and shall continue ~~to~~ **in** full force until June 30, ~~2019~~ **2025**. The Agreement shall be effective from year to year thereafter unless at least sixty (60) days prior to or any subsequent contract year expiration date either party notifies the other in writing of its desire to amend or terminate the same.
2. For the duration of this Agreement, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining, whether or not discussed during negotiations or mentioned herein; provided however, such waiver shall not prevent the parties from reaching mutual understanding as to the application or interpretation of any provisions of this Agreement.

This agreement shall become effective ~~July 1, 2015~~ **August 26, 2019** and shall remain in full force and effect until June 30, ~~2019~~ **2025**.

DISTRICT # 504
TRITON COLLEGE

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 399

Chairman, Board of Trustees

Business Manager, President

Secretary, Board of Trustees

Business Representative