

# **COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN  
ONE MILLION DEGREES**

**and**

**COOK COUNTY COLLEGE TEACHERS UNION,  
LOCAL 1600**

**for the period**

**JULY 1, 2020 THROUGH June 30, 2022**

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## ARTICLE I

### UNION RECOGNITION

#### A. Recognition

1. One Million Degrees (here forth to be referred to as OMD) recognizes the Cook County College Teachers Union as the exclusive bargaining representative for all full-time and regular part-time Program Coordinators, Senior Program Coordinators, Career Advancement Coordinators, Senior Career Advancement Coordinators, Program Managers, Volunteer and Alumni Coordinators, Volunteer and Alumni Program Coordinators, Volunteer Coordinators, Program Operations Coordinators, and Scholar Recruitment Coordinators regarding salaries, hours, fringe benefits, and working conditions, regardless of newly created or changed job titles employed by OMD at or out of its central Chicago, Illinois facility. All other employees, guards, managers and supervisors, as those terms are defined in the National Labor Relations Act, are excluded from the bargaining unit.
2. OMD will not use temporary contract workers to exclude workers from the bargaining unit. OMD will provide notice to the Union within ten (10) business days if it hires temporary contract workers to perform a bargaining unit job position. The notice will include the term of the contract and the duties set forth in the contract. The Union recognizes and agrees that OMD may continue to use interns, or similar positions, in the same or similar manner in which OMD has used interns in the past. Both OMD and the Union agree that such actions will not be used to erode the bargaining unit and, as long as the interns, or similar positions, are used in the same or similar manner in which OMD has used them in the past, the bargaining unit will not be eroded.
3. All employees hired before July 1, 2020 in a bargaining unit position identified in paragraph 1 shall serve a probationary period of 90 days. All employees hired after July 1, 2020 in a bargaining unit position identified in paragraph 1 shall serve a probationary period of 120 days. Discipline or termination of a probationary employee shall not be subject to the discipline procedure or grievance procedure.
4. The term "TEMPORARY EMPLOYEE" is defined as a person who is employed in a bargaining unit position by OMD for less than fifteen weeks in any twelve (12) month period. In special circumstances, OMD and the Union may agree to extend the period of temporary employment beyond fifteen (15) weeks. This employee may be full or part-time. TEMPORARY EMPLOYEES are not included within the coverage of this Agreement.
5. Every six months, beginning at the start of the fiscal year, OMD will provide the Union with a list of bargaining unit employees, including their dates of hire, job titles, compensation, addresses, cell phone numbers, and email addresses, to the extent that information is easily available to OMD in a single payroll report.

## **ARTICLE II**

### **UNION-OMD RELATIONS**

#### **A. Union Membership and Non-Discrimination**

OMD will not discriminate in hiring for a bargaining unit position because of any membership or lawful organizational activities in a Union, or their refusal to join the Union or to participate in any such activities.

#### **B. Chapter Chairperson**

The Union shall designate a Union Chapter Chairperson and notify the CEO in writing of selection or temporary replacement.

#### **C. Union-Administration Meetings**

In the interest of maintaining and improving communications between the parties and in order to share information and ideas for the purpose of mutual problem solving, the parties agree to the establishment of a joint labor/management committee. The joint labor/management committee will meet once a quarter. The parties should submit agenda items to the other side a week in advance. The respective parties shall each designate their own representatives that shall be named in advance. The respective parties may bring to the meeting any OMD employee or Union representative who would be beneficial to the meeting. Meeting attendees shall be identified in advance of the meeting.

## **ARTICLE III**

### **UNION ACTIVITIES**

#### **A. New Employees**

During the first thirty (30) days of a newly hired bargaining unit employee's employment, OMD will schedule with the Union thirty (30) minutes for a Union representative to discuss contract implementation and related matters with the employee. This will normally occur before or after the first available all staff meeting. The new employee voluntarily may opt-out of this meeting by giving notice to the union or OMD.

#### **B. Bulletin Boards**

A 2-foot-by-2-foot space on a bulletin board, or similar display item, shall be made available at the home office and each worksite's office or cubicle, as long as the owner of the worksite allows such posting, to Union for Union business related postings.

#### **C. Released Time**

1. One of a Union elected Chair, Vice Chair, or designee shall be provided with release time from work at 3:00 p.m. no more than one Friday per month to attend Union Executive Board or Union House of Representatives meetings when such meetings are called.

2. An elected or appointed Union representative may use up to four (4) hours per month to participate in grievance meetings with OMD and discipline meetings with OMD. These hours will be considered work hours.
3. Up to three (3) members of the Union shall be paid at their regular salary for their respective time spent in bargaining sessions with OMD negotiating future collective bargaining agreements between the Union and OMD, to the extent such time spent in negotiating occurs during their respective regularly scheduled working hours.

## **ARTICLE IV**

### **NON-DISCRIMINATION**

OMD is an equal opportunity employer. It will not discriminate against any individual in, classification, discharge, discipline, compensation or other term or condition of employment on the basis of race, ethnicity, national origin, sex, gender identity, marital status, sexual orientation, age, color, religion, ancestry, HIV status, citizenship status, veteran status, for exercising protected rights under the Illinois Workers' Compensation Act, mental or physical disability, pregnancy, any other protected status under the law, Union membership status or lawful Union activity.

## **ARTICLE V**

### **UNION MEMBERSHIP**

- A. Full-time employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement, or thirty-one (31) days after their initial employment, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall not be required to be Union members or pay Union dues.
- B. OMD will deduct from the pay of each employee from whom it receives written authorization to do so the required amount of monthly Union dues. The dues and a list of employees from whose pay the dues have been deducted along with the amount deducted from each and a list of Union members who had authorized such deductions and from whom no deductions were made, shall be forwarded to the Union Office no later than seven (7) days after such deductions were made.

The Union shall indemnify and hold harmless OMD, 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 OMD 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.

## ARTICLE VI

### GRIEVANCE PROCEDURE

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

#### A. Definition

1. A "grievance" shall mean a complaint by an employee that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement. A grievance shall be in writing, contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the contract alleged to have been violated and the signature of the grievant and the date.
  2. OMD may suspend an employee, without pay for up to 10 business days, pending the conclusion of an investigation if the investigation concerns an act of violence, harassment, bullying, theft, fraud, embezzlement, unwanted sexual advances, or violation of a law. OMD also may suspend an employee, without pay for up to 10 business days, pending the conclusion of an investigation if the investigation concerns conduct that places OMD, its employees, scholars, or donors at risk of physical harm. If the investigation does not result in discipline issued to the employee, the suspension time will be paid after the conclusion of the investigation.
  3. Only one employee shall be covered in any one grievance for disciplinary matters or matters related to personnel decisions. For other grievances, multiple employees may file a single grievance jointly. Multiple grievances involving identical issues may be consolidated into one grievance by agreement of the Union and OMD.
  4. The handling of any grievance shall be restricted to representatives designated by the Union and OMD. A grievant may not represent themselves in the grievance process. If an employee brings any grievance to OMD without first having notified the Union, the grievance will not be processed until an appropriate Union representative is notified and the Union informs OMD it intends to pursue the grievance. The disposition of a grievance shall not be deemed to change or modify the terms and conditions of this Agreement, unless OMD and the Union shall otherwise agree in writing.
  5. Failure to comply with paragraphs VI.A.1 or VI.A.2 for a grievance means the attempted grievance will not be accepted. Failure to file a grievance in writing within the time limits specified will constitute a waiver of the grievance by the Union. If a grievance is not presented or processed within the time limits, it will be considered dropped with prejudice. If it is not possible to comply with the time limits, those limits may be extended by mutual consent by both parties in writing.
- B. Any grievance shall be considered settled at the completion of any step in the procedure, unless the grievance is timely appealed to the next step.

## C. General Procedures

### 1. Supervisor Level (Step 1):

- a. An employee, with a Union representative, may present a grievance in writing not later than ten (10) calendar days the employee knew or should have known of the act, event or the commencement of the condition which is the basis of the grievance. The Supervisor shall respond to the grievance in writing within ten (10) calendar days. The time limits in this Step 1 may be extended by written mutual agreement of the Union and OMD.

### 2. Central Level (Step 2)

- a. The grievance shall be considered settled at the first step, unless the Union files a written grievance within ten (10) calendar days after the decision in Step 1. The Union must present the grievance to the CEO, or the CEO's designee. The CEO or designee will meet with the Union within ten (10) calendar days to discuss the grievance. OMD will issue a written decision within ten (10) calendar days following the date of the Step 2 meeting.
- b. The Union and OMD may mutually agree in writing to extend the deadlines for responding to a Step 2 grievance.
- c. The appeal shall be in writing and duly signed and shall state specifically the act or condition and the grounds on which the grievance is based and why the disposition of the grievance offered by the supervisor in Step 1 is unsatisfactory.

### 3. Arbitration (Step 3)

- a. A grievance which was not resolved at Step 2 under the grievance procedure may be submitted by the Union to an arbitrator for decision if it involves the application or interpretation of this Agreement.
- b. Within thirty (30) calendar days of the Step 2 decision, the Union only may appeal the Step 2 decision to an arbitrator through the American Arbitration Association for arbitration under its rules.
- c. Step 3 may be initiated by the Union filing a notice of arbitration with the CEO and the Chicago office of the American Arbitration Association.
- d. OMD and the Union shall endeavor to select a mutually agreeable person to serve as the arbitrator. In the event the parties cannot agree within ten (10) calendar days following appeal of the grievance to arbitration, then OMD and the Union shall request from AAA a list of five (5) impartial arbitrators. OMD and the Union shall then alternately strike an arbitrator from the list of impartial arbitrators, with the party filing the grievance exercising the first and third strikes. OMD and the Union shall exercise their strikes within fifteen (15) calendar days following the receipt of the slate from the AAA. The remaining arbitrator shall then be notified of his/her appointment.

- e. The arbitrator shall hold a hearing within thirty (30) calendar days of receiving notice of selection. A minimum of five (5) calendar days notice will be given to all parties of the time and place of the hearing.
- f. At the hearing, the arbitrator shall hear evidence and hear testimony related to the grievance only. The arbitrator may determine whether post-hearing briefs or oral summation, not both, is appropriate for the resolution of the grievance. Unless requested by the arbitrator, neither party shall file post-hearing briefs or provide oral summation.
- g. The arbitrator shall issue a decision not later than thirty (30) calendar days from the date of the closing of the hearings. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.
- h. Both parties shall share equally the costs and expenses of the arbitration proceedings, including transcript fees and fees of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses including possible attorney's fees.
- i. The decision of the arbitrator will be accepted in good faith as final by both parties to the grievance and both will abide by it.
- j. The arbitrator shall limit the decision strictly to the application and interpretation of the provisions of this Agreement in the area where the alleged violation occurred, and shall be without power or authority to make any decision; (1) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement; or (2) Limiting or interfering in any way with the powers, duties, and responsibilities of OMD under applicable law.

#### D. Time Limits

- a. Failure at any step of this procedure by OMD to communicate the decision on a grievance within the specified time limits shall permit the Union to proceed to the next step. Failure at any step of this procedure by the Union to present a grievance or to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- b. The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.

## ARTICLE VII

### HOURS OF WORK, SCHEDULES, AND OVERTIME

#### A. Hours of Work

1. **Workday and Workweek:** The Union and OMD, after reviewing the existing bargaining unit job duties and positions, agree the bargaining unit job positions are exempt from overtime requirements under federal and Illinois law. As exempt employees, bargaining unit members are expected to work the time it takes to complete job duties, whether that is more or less hours than the average workweek. On average, a normal workday for a full-time employee will be from 9:00 a.m. to 5:00 p.m. The normal workday times may

be modified by OMD to fit the needs of a particular work site or work-related event, but first must be discussed by employee and supervisor. The workweek shall run from 12:01 am on Monday to midnight on Sunday.

2. **Flex Time:** Employees shall have the option to flex the time Employees start their work day or end their work day based on personal needs, work needs, or student schedules, provided Employees must attend OMD meetings, team meetings, scholar meetings and OMD events and cannot use Flex Time to miss these meetings or events. An Employee's use of Flex Time cannot prohibit the Employee from performing job duties or meeting job expectations, including collaborating with other employees. To utilize Flex Time, employees shall inform their supervisor at least three (3) days in advance and indicate their intended schedule on their work calendar.
3. **Compensatory Time.** Bargaining unit employees will track and report actual time worked through a means designated by OMD, which may include the installation of an application on a mobile device as long as there also is an option for using the same program on a desktop or laptop. Employees who work more than 40 hours in a workweek will be granted 1.5 compensatory hours per full hour worked in excess of 40 hours. Compensatory hours must be used within one (1) month of earning 8 hours of compensatory hours. Any compensatory hours not used within one month will be forfeit. The use of compensatory time should be scheduled at least (1) week in advance and is subject to approval by OMD based on business needs. If OMD causes an employee to be unable to use compensatory time within one (1) month because of a rejected request to use compensatory time, the employee shall receive an additional one (1) month to use the compensatory time. The employee may request an extension due to workload / scheduling issues.
4. **Workload:** An employee will not be expected to complete work duties outside of the 40 general hours during the week unless provided with compensation time. OMD's goal will be to have Program Coordinators, Senior Program Coordinators, Career Advancement Coordinators, Senior Career Advancement Coordinators, and Program Managers have a caseload of no more than 65 scholars. If OMD decides to alter the program, OMD has the right to increase the caseload to no more than 75 scholars. OMD may implement a change to the program resulting in the scholar cap increasing to 75 scholars only after the regular school year has ended and before the next regular school year begins. If OMD increases the caseload beyond 75 scholars, OMD will bargain with the union over the impact of such a decision.
5. **Summer Hours:** From the later of Memorial Day or the Friday following the OMD annual Gala fundraiser (as long as the fundraiser is scheduled to occur within two weeks of Memorial Day) to Labor Day, employees, on average, will have office hours of 9:00 a.m. to 3:00 p.m. To the extent work needs to be performed outside of these normal office hours, employees will perform that work.
6. **Work from home:** A work from home day is a normal workday where employees are allowed to complete their work from a remote location. All employees are allotted one work from home day per month.

## ARTICLE VIII

### SENIORITY

- A. Seniority is defined as an employee's length of continuous employment, either full-time or part-time, with OMD in a bargaining unit position. The seniority date is calculated from the employee's first day of work in a bargaining unit position, including any leave with pay. An employee who is transferred from the employee's original worksite retains seniority from the

employee's date of hire at the original worksite. OMD shall maintain a seniority list, which OMD will provide to the Union at the beginning of each fiscal year.

## ARTICLE IX

### LAYOFF AND RECALL

- A. **Notice to Union:** Should permanent or temporary layoffs be necessary for lack of work, lack of funds, reorganization, process efficiencies, or a change in the OMD business model, OMD shall advise the Union of any proposed layoffs. If the layoffs are due to lack of funds, the layoffs may occur immediately with notice to the Union and one month's severance in exchange for signing a separation agreement provided by OMD. If the layoff is for any reason other than lack of funds and is permanent, OMD shall provide the Union with at least 30 calendar days notice and each permanently laid off employee will be offered one month's severance in exchange for signing a separation agreement provided by OMD.
- B. **Order of layoff:** In the event of a layoff described in Article IX.A, OMD agrees to lay off employees in the affected job classification(s) in the following order: a) Temporary Employees; and b) reverse seniority. Before instituting permanent layoffs, OMD may request volunteers to be laid off from the affected job classification(s). An employee who volunteers to be laid off must notify OMD within five (5) calendar days of the request for volunteers. An employee who volunteers to be laid off will be placed on layoff status. Volunteers will be paid one month's severance in exchange for signing a separation agreement provided by OMD.
- C. **Bumping Rights:** An employee being laid off may move into an open position within the bargaining unit posted by OMD at the time of the layoff, based on seniority, provided the employee being laid off is qualified to perform the duties of the job.
- D. **Recall:**
  - 1. Temporarily Laid-off employees shall be placed upon a recall list. The order of recall shall be based on job classification and seniority, provided that all other factors are equal.
  - 2. Where an opening occurs in a given job classification, or a comparable one, OMD shall email a notice of the opening to employees on the recall list in that job classification, at their last known email addresses. This notice shall be emailed out no later than the first day on which the notice of the opening was sent to the Union.
  - 3. The employees on the recall list shall be offered the open position in their respective, and comparable, job classifications. Laid-off employees shall remain on the recall list for one year after the date of their layoff. Employees who have been temporarily laid off and are rehired will retain their seniority for up to one year.

## ARTICLE X

### FILLING VACANCIES

- A. **Vacancy Defined:** A vacancy is a bargaining unit position opening that OMD intends to fill with an employee.
- B. **Notice of Resignation:** When OMD confirms a resignation of an employee, a notice of resignation shall be delivered to the Union by the fifth workday following the effective date of a resignation.

- C. **Job Postings:** OMD shall post all bargaining unit vacancies and will give the Union notice of the posting. Job postings should specify the minimum qualifications and full or part-time status.
- D. **Internal Applicants:** Internal applicants who are not placed in a posted position for which the internal applicant applied, shall, upon written request, receive a written explanation for not being selected for placement in the posted position.
- E. **Opportunity to Move Between Worksites or Bargaining Unit Positions:** On a day determined by OMD in the four months preceding the beginning of each academic year, OMD will notify bargaining unit members of open bargaining unit positions and expected open bargaining unit positions based on notices of resignation formally submitted to OMD. Bargaining unit members will have ten (10) calendar days to submit to OMD any requests to move to an open, or expected open, bargaining unit position. If more than one bargaining unit member requests to move to the same open, or expected open, bargaining unit position, OMD will determine, based on its own evaluation, which request to grant based on operational needs, skills, ability, and job performance. If OMD's evaluation does not indicate a more qualified employee, then OMD will grant the request based on seniority.
- F. **Promotions:** The Union and OMD agree that currently a position does not exist in the bargaining unit in which a bargaining unit employee could be promoted from one bargaining unit position to another bargaining unit position. Neither party is able to identify what such a position would look like nor does OMD envision creating such a position. However, to the extent a promotional opportunity from one bargaining unit position to another bargaining unit position comes into existence, the promotion from one bargaining unit position to another bargaining unit position will be determined by: (1) an evaluation of the candidate's credentials, qualifications, and prior job performance; (2) OMD will give preference to internal candidates, unless the external candidate's credentials, qualifications and prior job performance clearly outweigh that of the internal candidate; and (3) if two or more internal candidates apply for the promotion, and the two or more internal candidates are qualified for the position and otherwise equal to all other candidates, OMD will award the promotion to the internal candidate with the most seniority.
- G. **New Bargaining Unit Position:** OMD may elect to create a new job classification within the bargaining unit. If OMD elects to create a new job classification within the bargaining unit, it will notify the Union of the new job classification within the bargaining unit and will provide the union with a job description and salary for the new position. The Union will have five (5) business days from the notification to provide any comments on the job description. OMD may post and hire for the new job position on the sixth (6<sup>th</sup>) business day following notification.

## ARTICLE XI

### JUST CAUSE AND PROGRESSIVE DISCIPLINE

#### A. General Principles (Discipline and Discharge for Misconduct)

1. No bargaining unit employee shall be disciplined without just cause. The Union recognizes the authority of OMD to suspend, demote, discharge, and/or take other appropriate disciplinary action against an employee for just cause. In general, the following discipline may be issued, depending on the circumstances of the conduct:

Step one: Written warning

Step two: Final warning

### Step three: Dismissal

The Union and OMD recognize that, depending on the severity of the conduct, dismissal may be the first level of discipline issued.

2. Suspensions: OMD may suspend an employee, without pay, for ten (10) business days pending the conclusion of an investigation if the investigation concerns an act of violence, harassment, bullying, theft, fraud, embezzlement, unwanted sexual advances, violation of a law. OMD also may suspend an employee, without pay for up to 10 business days, pending the conclusion of an investigation if the investigation concerns conduct that places OMD, its employees, scholars, or donors at risk of physical harm. If the investigation does not result in discipline issued to the employee, the suspension time will be paid after the conclusion of the investigation.
3. Bargaining unit employees may request Union representation when they reasonably believe they may be subject to discipline.
4. Any written notice of discipline shall include sections labeled "employee comments and next steps."
5. Any discipline or performance correction document issued to an employee prior to the effective date of this contract shall remain in full force and effect after the effective date of this contract.
6. If the improvement in conduct is sustained for more than twelve (12) months, the most recent level of discipline will not be used as the basis for any future actions. If subsequent discipline is issued within twelve (12) months, the twelve (12) month period resets and begins again from the date the subsequent discipline was issued.

## **ARTICLE XII**

### PERSONNEL RECORDS

OMD will comply with the obligations set forth in the Illinois Personnel Record Review Act.

## **ARTICLE XIII**

### HOLIDAYS

#### A. Paid Holidays

1. All included employees will receive paid leave of absence for the following organization-wide holidays:
  - New Year's Day
  - MLK Day
  - President's Day
  - Memorial Day
  - Juneteenth
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Friday after Thanksgiving Day

- Christmas Eve
  - Christmas Day
  - Winter Break will begin on December 22 of each year and end on January 3 of the following year, at the sole discretion of OMD depending on business needs. OMD will notify the Union on or before October 15 if Winter Break will be cancelled.
2. If the holiday, other than Winter Break, falls on a weekend, either the following or the preceding workday will be designated by OMD as the holiday.
  3. Alternative Holidays: Employees who observe alternate religions or cultural holidays may choose to work on MLK Day, President's Day, Memorial Day, or Labor Day to instead observe a maximum of three (3) alternative one-day holidays in the same fiscal year, which are generally acknowledged to be important to their specific religion or culture. Any employee who wishes to arrange an alternative holiday will be granted this leave provided that the employee provides at least thirty (30) days written notice in advance of the alternate holiday; at this time, the employee will also identify which holiday they will be reporting to work. The alternative holiday must fall within the same fiscal year as the holiday the employee is working.

## **ARTICLE XIV**

### **PAID TIME OFF**

Full Time Employees are eligible to accrue and use PTO as provided in this Article. PTO is accrued and used on a Fiscal Year basis, from July 1 to June 30.

#### **A. Accrual of PTO**

- i. 0-2 years of employment: accrue 10 hours per month, for a total of 120 hours per fiscal year.
  - ii. 2-5 years of employment: accrue 13.33 hours per month, for a total of 160 hours per fiscal year.
- 5 or more years of employment: 16.66 hours per month, for a total of 200 hours per fiscal year.

**B. Carryover:** Unused PTO up to 24 hours can be carried over from one fiscal year to the next. Any carried over PTO must be used by September 30 or it will be forfeit.

**C. Use of PTO:** PTO may be used before it is earned, up to the maximum amount that may be used in a fiscal year.

In order to use PTO, an employee must submit requests electronically through OMD's approved payroll process as soon as possible to their supervisor. Employees are expected to provide the following notice based on consecutive days of usage:

- i. 1-2 consecutive days- notice of 2 weeks
- ii. 3+ consecutive days- notice of 4 weeks

When possible, PTO requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling PTO times.

PTO can be used as vacation time, sick time or to take care of personal matters. The PTO time an employee has accrued, but not used when employment ends will be paid to employee.

To take a full day of PTO, an employee uses 8 hours of PTO. PTO can be taken in four (4) hour increments.

D. Waiver of Chicago Paid Sick Leave Ordinance and Cook County Earned Sick Leave Ordinance.

Pursuant to Section 1-24-060 of the Chicago Minimum Wage and Paid Sick Leave Ordinance, the Union clearly and unequivocally waives the terms and requirements of the Chicago Paid Sick Leave Ordinance, including Section 1-24-045 providing for paid sick leave.

Pursuant to Chapter 43, Article I, Division 1, Section 42-5 of the Cook County Code of Ordinances, the Union clearly and unequivocally waives the terms and requirements of the Cook County Earn Sick Leave Ordinance, including Section 42-3.

## **ARTICLE XV**

### **LEAVES OF ABSENCE**

#### **A. Bereavement Leave**

1. Employees are eligible after the probationary period for five (5) paid days for the death of an immediate family member. Members of the immediate family include spouses, domestic partners, civil union partners, parents, brothers, sisters, children, children of domestic partners, grandchildren, grandparents, parents-in-law and parents of domestic partners.
2. Employees are eligible after the probationary period for two (2) paid days to attend the funeral of aunts, uncles, nieces and nephews.

#### **B. Parental Leave**

1. If an employee becomes a parent via birth or adoption, the employee will be granted six (6) weeks paid parental leave, which must be taken in a single leave period. Paid parental leave must be taken within one (1) year of the birth or adoption of a child. OMD will not provide short-term disability benefits to employees.

#### **C. Jury Duty/Subpoenaed Witness Leave**

1. OMD will provide paid leave for up to one week for employees called to Jury Duty. Employees should provide proof of Jury Duty.
2. Employees will be given necessary time off without pay to appear as a witness in a court proceeding if the witness is complying with a validly issued subpoena and the appearance cannot be scheduled outside of working hours.

#### **D. Domestic and Sexual Violence Leave**

1. Employees who are the victims of domestic or sexual violence or have family or household members who are victims of domestic or sexual violence shall be permitted to take unpaid leave up to a total of 8 weeks during any 12-month period in compliance

with the Victims Economic Security and Safety Act. OMD will comply with the requirements of VESSA for employers with between 15 and 49 employees, as long as OMD has 15 to 49 employees.

An employee with a personal or immediate family member's serious health condition, as the terms "immediate family members" and "serious health condition" are used in the Family Medical Leave Act, may use four weeks of unpaid leave in a rolling twelve-month period. The employee must request the unpaid leave and must provide medical documentation to establish the serious health condition, the inability to perform job duties, and the amount of leave required. This leave must be used in 1 week or more increments.

## **ARTICLE XVI**

### **JOB CLASSIFICATIONS**

OMD shall formulate and maintain job descriptions for each included position. Employees shall be provided with a copy of their job descriptions and the Union will receive copies as well. The Union shall be notified of any substantive changes to job descriptions.

#### **A. Classifications**

1. OMD shall notify the Union of its decision to add new classifications in the bargaining unit or change existing classifications in the bargaining unit. If the new classification is a successor title to a classification covered by this Agreement, with no substantial change in duties, the new classification shall be covered by this Agreement.

#### **B. Reclassification Increase**

1. An employee selected for reclassification, within the unit, to a position with a higher salary shall receive a minimum salary increase of ten percent (10%). Any reclassification salary increase will be retroactive to the date of reclassification. The Union and OMD agree this provision does not apply to any existing bargaining positions. As of the date of this Agreement, there is no position reclassification opportunity that exists within the bargaining unit that would trigger this provision. This provision is intended only for potential future application to positions that do not currently exist. To the extent the Union believes a position is created to which this provision may apply, the Union will notify OMD that this provision may apply to the new position within thirty (30) days of the new position being created. If the Union does not provide notice as required by this provision, then this provision shall not apply.

## **ARTICLE XVII**

### **WAGES**

- A. The Union and OMD, after reviewing the existing bargaining unit job duties and positions, agree the bargaining unit job positions are exempt from overtime requirements under the Fair Labor Standards Act, the Illinois Minimum Wage law, and any similar laws. Bargaining unit employees will be paid a salary that is intended to be payment for all hours worked, whether in excess of or below the average work week. Bargaining unit employees waive any claim to overtime payments under the Fair Labor Standards Act,

the Illinois Minimum Wage law, and any similar laws, and similarly waive the right to bring any claims for overtime in state or federal court.

- B. Full-time Program Coordinators, Career Advancement Coordinators, Program Managers, Volunteer and Alumni Coordinators, Volunteer and Alumni Program Coordinators, Program Operations Coordinators, and Scholar Recruitment Coordinators base salary shall start at \$40,000 a year.
- C. Full-time Program Managers base salary shall start at \$42,000 a year.
- D. The following wages are in effect for members of this bargaining unit:

Fiscal Year 2022: 2.5% increase of base salary

## **ARTICLE XVIII**

### **BENEFITS**

- A. Group Health Insurance. The underlying benefit plan documents and/or policy shall control all of the health insurance benefits provided under this contract. OMD may, from time to time, change the health plan, health insurance carrier, health benefits, employee contribution, or covered dependents if it elects to do so. If the changes have a substantive impact on currently enrolled bargaining unit employees under those employees' current selections, then OMD shall notify the Union at least 30 days prior to any change. If the Union makes a written request to bargain over the health insurance changes, the parties will negotiate regarding the changes. If, prior to the effective date of the changes, the parties are unable to reach agreement, OMD will select the plan offered by its current provider for renewal.
- B. In the event OMD selects the plan offered by its current provider for renewal because the parties are unable to reach agreement, OMD and bargaining unit members will split equally any increase in premium payments.
- C. Salary Enhancement: An employee who has a Master's Degree or higher shall receive an educational incentive add-on of \$500 per year. Employees shall receive the educational incentive effective July 1 of each year. To receive the incentive, the employee must submit an official college transcript to the Human Resources Department.

## **ARTICLE XIX**

### **EDUCATION AND TRAINING**

- A. Employees may be allowed professional development monies not to exceed \$600 per fiscal year for qualified expenses. These expenses may include tuition, course fees, course books, course supplies, and other continuing education. These monies may also be used for registration, travel, lodging, and food to attend conferences. All of the above will be done on a reimbursement basis and with prior written approval of OMD's CEO or CEO's designee. The purpose of the professional development monies is to enhance the skill set of the employee as it relates to work performed for OMD.

## **ARTICLE XX**

### **REIMBURSEMENT**

A. Employees may receive local travel reimbursement if:

1. There is a **business meeting** away from the home office that is necessary for the employee to attend.
2. It is necessary to be at headquarters and the home office in the same day (employees may not receive travel reimbursement for a full day of work at headquarters, even if it is not their home office).
3. Employee is staffing a Saturday session
4. The Employee is required to be at work before 7:30 a.m. or after 8:00p.m.
5. The Employee is required to bring supplies to an event.
6. OMD may have full-day mandatory off-site meetings, such as the staff retreat. Transportation to such events should not be expensed unless deemed unreasonably inconvenient ahead of time and approved by a supervisor.
7. Details:
  - a. In order to receive reimbursement, Employees must follow OMD's Reimbursement Policy and Expense Report Guide, including submitting expense reports and receipts to the Finance Manager the 15th of the following month (e.g. expenses from March are due April 15; or the following work day if the 15<sup>th</sup> is a non-work day), listing the appropriate account and class, along with date of purchase, location purchased, and brief description of what and why.
  - b. OMD will reimburse allowable mileage, and public transportation costs; however, paid parking and taxi/ride share costs. must be pre-approved by supervisor.
  - c. Mileage will be reimbursed at present IRS rate per mile

B. Phone Reimbursement

1. Employees may receive a monthly reimbursement of \$30.00 if OMD requires the use of a personal cell phone to perform job duties for OMD.

## **ARTICLE XXI**

### **SAVINGS CLAUSE**

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

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

Notwithstanding anything else herein contained, OMD may perform those acts necessary or appropriate to (a) comply with any federal or state laws, regulations, or rules which regulate or which are applicable to OMD, its employees or its operation, (b) comply with any instructions or directions given by any authorized examiner or other authorized person pursuant to any such law, regulation or rule, or (c) to meet those requirements or qualifications necessary to obtaining funds or raising monies for OMD's present activities and services.

## **ARTICLE XXII**

OMD and the Union, for the life of this Agreement, each voluntarily and unqualifiedly, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- A. Any subject or matter specifically referred to or covered in this Agreement;
- B. Subjects or matters that arose as a result of the parties' proposals during bargaining, but which were not agreed to;
- C. Other subjects or matters relating to wages, hours or conditions of employment if such subjects or matters should have been or were within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE XXIII**

### **MANAGEMENT RIGHTS**

OMD possesses the sole right to operate the business and the facilities and all management rights repose in it, subject only to the provisions of this contract and applicable law. These rights include, but are not limited to, the following:

- A. To direct all operations of the business and facilities;
- B. To establish work rules and schedules of work;
- C. To hire, promote, transfer, schedule and assign employees;
- D. To suspend, demote, discharge and take other disciplinary action against employees with just cause via progressive discipline;
- E. To relieve employees from their duties because of lack of work or any other legitimate reasons;
- F. To maintain efficiency of operations;
- G. To take whatever action is necessary to comply with State or Federal law;
- H. To introduce new or improved methods or facilities;
- I. To change existing methods or facilities;
- J. To determine the kinds and amounts of services to be performed as pertains to operations; and the number and kind of classifications to perform such services;
- K. To contract out for goods or services;
- L. To determine the methods, means and personnel by which operations are to be conducted;

- M. To take whatever action is necessary to carry out the functions in situations of emergency.

## **ARTICLE XXIV**

### **MUTUAL COOPERATION**

The bargaining unit promises it will cooperate with OMD in a concerted effort to achieve a more efficient and qualified organization.

## **ARTICLE XXV**

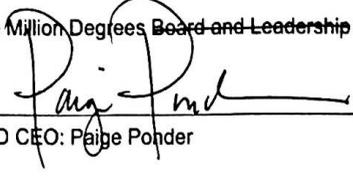
### **NO STRIKE PLEDGE**

The Union and OMD subscribe to the principle that any and all differences shall be resolved through appropriate means. The Union therefore agrees that it and the employees covered by this agreement will not engage in any slowdown, sympathy strike, strike, work stoppage, picketing of OMD, or intentional interruption of work.

In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity.

One Million Degrees Board and Leadership

By:

  
OMD CEO: Paige Ponder

United Workers of One Million Degrees  
Cook County Colleges Teachers Union  
Local 1600  
American Federation of Teachers  
AFL-CIO

*Tony Johnston*

By:

Local 1600 President: Tony Johnston

By:

  
Union Negotiator: María R. González

By: *Precious McNeil*

Union Negotiator: Precious McNeil

By:

  
Union Negotiator: Naomi Ramsay

By:

  
Union Negotiator: Kate Scheuch

By:

  
Union Negotiator: Melanie Wagner

By:

  
Union Negotiator: Haleigh Wilson

By: *DZB*

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Union Negotiator: Daniela Zuniga Benitez

*DZB*