
C. CIVIL SERVICE EMPLOYEES**1. Coverage**

This Subsection C. applies to all civil service employees of the Board unless otherwise provided by these Regulations, by law, or by the terms of a collective bargaining agreement.

2. Work Week

- a. The standard work week (exclusive of unpaid meal periods) for all full-time employees shall consist of 37 1/2, hours per week, except for those classifications maintaining 24-hour per day operations including, but not limited to, Security and Plant Engineers, for which the standard work week shall consist of 40 hours per week.
- b. Any change in the standard workweek for full-time employees shall require approval of the appropriate employer representative and the President.

3. Work Schedules and Shift Assignments

A schedule of workdays and shift assignments shall be maintained for each civil service employee. Workday schedules and shift assignments may be changed to meet operating conditions and needs of the university upon reasonable notice to the civil service employees affected.

4. Performance Evaluation

The university shall develop a performance evaluation program for employees consistent with these Regulations and the statutes and rules governing the State Universities Civil Service System. The programs and any changes shall become effective when approved by the President. Each performance evaluation program shall include the following elements and such other elements as are necessary and appropriate:

- a. a description of the evaluation structure;
- b. an identification of the roles and responsibilities of employees and supervisors;
- c. a statement of job related criteria for performance evaluation; and
- d. a description of the employee appeal procedure with respect to recommendations or decisions made pursuant to a performance evaluation.

5. Grievance Procedure

- a. The university shall establish a grievance procedure for the resolution of employee grievances. An employee may file a grievance when a dispute arises concerning the interpretation or application of these Regulations and/or policies established by the university. Each grievance procedure shall contain the following elements and such other elements as are necessary and appropriate:
 - 1) provisions for informal resolution;
 - 2) formal procedures for filing a grievance; and

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- 3) provisions for a formal employer representative decision and an appeal by the employee of that decision.
 - b. The decision made at the conclusion of the appeal shall be final and binding and shall be consistent with these Regulations.
 - c. An employee grievance committee may be established for the purpose of advising the employer representative on employee grievances.
 - d. The grievance procedures described above and any changes therein shall become effective when approved by the President.

6. Employee Discipline Program

- a. The university shall develop and maintain an employee discipline program specifying reasonable rules of conduct, descriptions of inappropriate behavior, and corrective disciplinary measures. Each program shall contain the following elements and such other elements as are necessary and appropriate:
 - 1) Rules of conduct with examples of unacceptable behavior;
 - 2) the following levels of disciplinary action:
 - a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) discharge; and
 - 3) an employee appeal procedure.
- b. The discipline programs described above and any changes therein shall become effective when approved by the President.

7. Employee Benefits

(Section II., Subsection C.7.b. Revised, November 17, 2016, Board Action)

a. Limitations and Eligibility

Except as otherwise indicated for prevailing wage rate groups, employee benefits shall be made available to employees in status positions, including, for the purposes of this paragraph 7., employees in appointments designed to qualify employees for status in the class, i.e. learner, trainee, apprentice, and, where appropriate, provisional. Civil Service employees in other types of non-status appointments will not be extended employee benefits under this paragraph 7, except that employees with temporary appointments shall be eligible for holiday pay in accordance with paragraph c. below. An employee with a full-time appointment shall be eligible to receive the benefits specified in this paragraph 7. An employee whose appointment is at least half time but less than full-time shall be eligible to receive such benefits on a pro-rated basis. An employee whose appointment is for less than half time shall not be eligible for benefits under this paragraph 7, except that such an employee shall be eligible for holiday pay in accordance with paragraph c. below on a pro-rated basis.

b. Vacation Leave

- 1) Non-exempt employees, as defined by Fair Labor Standards Act criteria, except as provided below, shall earn vacation leave in accordance with the following schedule:

Years of Service Completed		Rate earned/hr. <u>of pay status</u>	Equiv. days <u>per year</u>
<u>At least</u>	<u>Not more than</u>		
0	3	.0462	12
3	6	.0577	15
6	9	.0692	18
9	14	.0808	21
14		.0962	25

Non-exempt employees remaining in positions which at any time have been or are hereafter changed from exempt to non-exempt due to the 2016 overtime exemption changes in the Fair Labor Standards Act, shall continue to earn vacation leave in accordance with their previous exempt position, for so long as they remain in that specific position which changed from exempt to non-exempt. Employees, who by their choice assume a different non-exempt position than the latter, thereafter earn vacation in accordance with the new non-exempt position.

- 2) Exempt employees, as defined by Fair Labor Standards Act criteria, shall earn vacation leave in accordance with the following schedule:

Years of Service Completed		Leave Days <u>Earned per year</u>
<u>At least</u>	<u>Not more than</u>	
0	3	25
3	6	26
6	9	27
9		28

- 3) Beginning October 1, 1972, where there has been a break in service, the service year shall be determined by the addition of all previous periods of State service that qualified for earning of vacation leave.
- 4) An employee who leaves the service of the university for any reason, provided that the employee is not re-employed within 30 calendar days at the same place of employment, shall receive pay for vacation leave to the extent of any accrued balance as of the date of separation from service. No vacation leave will be available or payable for employees whose service is terminated prior to the completion of the probationary period.
- 5) Except as provided below, an employee may not accumulate more than two times the appropriate annual level of vacation leave. Upon reaching this maximum, vacation leave will cease to be earned except as the accumulation is reduced. Non-exempt employees remaining in positions which at any time have been or are hereafter changed from exempt to non-exempt due to the 2016 overtime exemption changes in the Fair Labor Standards Act, may carry over their maximum accumulation of vacation leave in accordance with their previous exempt position, for so

long as they remain in that specific position which changed from exempt to non-exempt. Employees who by their choice assume a different non-exempt position than the latter, thereafter may only accumulate maximum vacation in accordance with the new non-exempt position. An employee who is required to work on a special assignment may, at the discretion of the President be permitted to earn up to 12 days of vacation leave beyond the maximum provided above. Such additional vacation leave must be used within 12 months after the employee completes work on the special assignment. Extra pay in lieu of vacation leave will not be allowed. An employee's preference as to time of leave shall be considered, but the employer representative shall have the right to assign leave periods. Observed holidays that occur during the approved vacation leave shall not be charged against vacation leave.

- 6) Vacation leave shall not be taken during the probationary period, except for good cause and upon approval of the employer representative.

c. Holidays

- 1) All Board facilities will be closed except for necessary operations on the following principal holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and two supplemental holidays designated as the day before or after New Year's Day and the day before or after Christmas Day.
 - a) Principal holidays which fall on a Saturday shall be observed on the preceding Friday; principal holidays which fall on a Sunday shall be observed on the following Monday.
 - b) Supplemental holidays will be observed on days designated by the employer representative but shall be limited to work days, except Saturday and Sunday, immediately preceding or following the observance day of the respective principal holiday.
- 2)
 - a) Employees with full-time status, provisional, apprenticeship, trainee, or temporary appointments, except prevailing rate craft employees and those employees covered by collective bargaining agreements, will be excused on the observed day of each of the aforementioned principal and supplemental holidays. Such employees with less than full-time appointments shall be eligible for holiday pay on a pro-rated basis. All other employees, except for prevailing rate craft employees and employees covered by collective bargaining agreements, will be excused without pay.
 - b) For employees who work other than a Monday through Friday work schedule, the calendar date on which a principal holiday falls shall be considered the holiday for purposes of receiving premium pay if work is performed on that date, in which case premium pay will not apply to work performed on the date the principal holiday is observed by the employer representative. If departmental needs permit, employees may be granted the calendar holiday off with full pay instead of the observed holiday in which case premium pay will not apply to work performed on the observed holiday.

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- 3)
 - a) Prevailing rate craft employees will be excused for all holidays designated in their area agreements and shall be compensated as stipulated and in accordance with provisions contained in said area agreements for said holidays.
 - b) Five additional holidays shall be granted with pay to prevailing rate craft employees and shall be observed on days designated by the employer representative. These additional holidays are the day before or after New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, the day after Thanksgiving, and the day before or after Christmas Day.
 - c) Prevailing rate craft employees shall have the option of charging any unpaid area agreement holiday to vacation leave that they have available on holidays on which they are excused.
 - 4) Employees covered by a collective bargaining agreement shall be granted paid holidays in accordance with the express terms of that agreement.
 - 5) In the event that work is required on any observed holiday as specified in paragraph 1) above, compensation shall be determined as follows:
 - a)
 - i) Employees who are eligible for holiday pay shall receive straight time pay for the holiday, plus compensation at the rate of time and one-half for hours worked or, by mutual agreement between the employee and employer representative, shall be credited with compensatory time equal to one and one-half times the number of hours worked.
 - ii) Employees who are not eligible for holiday pay shall be compensated at the rate of time and one-half for hours worked or, by mutual agreement between the employee and employer representative, shall be credited with compensatory time equal to one and one-half times the number of hours worked.
 - iii) Exempt employees, as defined by Fair Labor Standards Act criteria, who are required to work on an observed holiday shall be granted, by mutual agreement between the employee and the employer representative, paid time away from work equivalent to the number of hours worked on the holiday.
 - b) Prevailing rate craft employees shall be compensated in accordance with the terms of their area agreement for holidays designated in the area agreement. For the five additional holidays referred to in paragraph 3) b) above, these employees shall be compensated in accordance with paragraph a) i) or ii) above.
 - 6) To be eligible for holiday compensation, employees must be on the active payroll on their last scheduled work day preceding the observed holiday and their first scheduled work day following the observed holiday, unless they are absent on such day(s) for good cause and such absence is approved by the employer representative.

d. Sick Leave

- 1) a) An employee in a status position shall earn credit for sick leave with full pay at the rate of .0462 hours of sick leave for each hour in pay status, equivalent to 1 regular work day for each completed calendar month of service or 12 regular workdays per year.
- b) A status employee who fails to complete a full month of service shall have sick leave credit pro-rated for the shortened period of that month.
- 2) There shall be no limit to the amount of sick leave that may be accumulated.
- 3) a) Upon termination of employment at the university, provided the employee is not re-employed at the university within 30 calendar days, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued sick leave earned after December 31, 1983 and prior to January 1, 1998.
- b) The lump sum payment for accrued sick leave shall be computed as the product of the employee's daily rate of compensation and one-half of the lesser of the following: i) the number of days, or fractions thereof, of sick leave earned by the employee, in accordance with paragraph 1) above, minus any days, or fractions thereof, of sick leave used by the employee; or ii) the number of days, or fractions thereof, of sick leave earned by the employee in accordance with paragraph 1) above after December 31, 1983. Sick leave days shall be used in the order in which they have been accrued.
- c) An employee may waive payment for all or part of the employee's eligible accrued sick leave (one-half of the employee's accumulated and unused sick leave, earned after December 31, 1983) by executing an appropriate waiver form prior to termination of employment.
- d) An employee who has received a lump sum payment for accrued sick leave from an employer covered by the State Universities Civil Service System and who, within two years, is employed or re-employed by the Board may, if separated in good standing, have the employee's accrued sick leave restored if, within 30 days after commencement of such employment or re-employment, the employee pays said lump sum payment to the Board for the benefit of the location at which accrued sick leave is restored. For each day of sick leave to be restored, the employee shall repay the gross amount the employee was paid for one day of accrued leave. All or part of an employee's accrued sick leave may be restored in this manner; however, the employee shall not be entitled to have any such sick leave so restored if repayment is not made to the Board.

- 4) An employee may use accumulated sick leave only when the employee is prevented from performing assigned duties because of illness, injury, or temporary disabilities caused or contributed to by pregnancy, or is obtaining medical or dental consultation or treatment, or for special circumstances stipulated under the Bereavement Leave provision of these Regulations. An employee may use up to 12 days of earned sick leave per calendar year for absences resulting from the illness or injury of a parent, spouse, or child. The use of sick leave for familial purposes in excess of the 12-day limit may be granted by the employer representative upon evidence of need and recommendation of the supervisor.
- 5) The Board, through its employer representative, reserves the right to require acceptable evidence of disability, illness, or injury before allowing use of any sick leave benefits.
- 6) Unless approved in writing by the employer representative, sick leave requested during a work stoppage may be denied and the absence from work treated as unexcused.

e. Parental Leave

An employee may use up to 20 days of earned sick leave per calendar year for parental leave upon the birth of a child by the employee or the employee's spouse or the adoption of a child by the employee. Requests for parental leave of more than 10 days shall be submitted to the employer representative 30 days in advance, except in cases of emergency. Non-emergency requests for parental leave of more than 10 days shall be subject to the consideration of maintaining efficiency of operations.

f. Bereavement Leave

- 1) Bereavement leave with pay of three days per occurrence, to be taken within a period of five consecutive work days commencing with the date of occurrence, will be granted to an employee in the event of the death of the employee's parent, spouse, child, son-in-law or daughter-in-law, grandparent, brother or sister, brother-in-law or sister-in-law, mother-in-law or father-in-law, aunt or uncle, niece or nephew, grandchild, or first cousin, or a member of the employee's immediate household. Bereavement leave shall be taken in not less than one-half day increments and may not be accumulated.
- 2) Bereavement leave beyond this amount may be approved by the employer representative under special circumstances and will be deducted from either vacation leave or sick leave at the employee's choice, provided an accrual balance is available.

g. Leaves of Absence

Requests for leave of absence without pay for reasons other than disability (including but not limited to leaves of absence without pay for advanced study), upon recommendation of a supervisor, may be granted by the employer representative after vacation leave is reduced to not more than five days. Each request will be considered on the basis of its individual merits and the operational needs of the employer representative. The employer

representative may waive the above vacation reduction requirement when it is determined to be in the best interests of the employer to do so.

h. Educational Benefits

- 1) Tuition and fee waivers shall be granted by each state university in Illinois to status civil service employees of the university. The following credit hour maxima shall apply to employees who enroll in academic courses at the university:

	<u>Term</u>	<u>Annual</u>
Full-time employee	6 c.h.	18 c.h.
3/4 time employee	4 c.h.	12 c.h.
1/2 time employee	3 c.h.	9 c.h.

These maxima are employee benefit limitations and do not apply to enrollment in approved work-related training programs, the purpose of which is to improve service. The fees, which will be waived by the university, include all tuition and mandatory fees, application fees, admission fees and graduation fees. For employees who enroll in courses at state universities in Illinois outside Northeastern Illinois University, the credit hour maxima and fees, which will be waived, if any, will be determined by the institution in which such employees enroll.

- 2) Employees are encouraged to enroll in courses having scheduled class hours outside their scheduled work hours. For courses held during the employee's work schedule, the employee may be excused to attend classes subject to a maximum of four clock hours per week or the number of clock hours required to attend one course, whichever is greater. Requests for excused absences to attend classes must be submitted to the supervisor for approval prior to enrollment and request for waiver of tuition. When such approval is granted, employees shall "make-up" time at the discretion and approval of the supervisor by i) working outside of regularly scheduled hours during the work week in which the excused absence occurs, or ii) deducting the time spent in class from the employee's accumulated vacation leave. Daily overtime compensation shall not be earned for make-up time worked under i) above.
- 3) The natural, adopted, foster, or step-children and the spouse of any status employee under full-time employment (including employees on sick leave or compulsory disability leave) who dies while in service at the university shall be entitled to a waiver of tuition and fees (as defined in paragraph 1) above) up to and including the baccalaureate degree. Should both parents be full-time employees, the death of one parent shall make the child eligible for the waiver of tuition and fees. Children of a divorced employee are eligible for waiver of tuition and fees if such employee was contributing to their support at the time of death.
- 4) An employee who has retired from the university shall be eligible for a waiver of tuition and fees at the university as specified in paragraph 1) above for one-half time employees.

5) See Board Regulations Section IV.B.2.a, for provisions governing the award of 50 percent tuition waivers to the children of employees who have seven years or more with the university.

i. National, State, and Local Elections

Upon the approval of their supervisors, employees may be granted time off up to two hours without pay to vote in any national, state, or local election.

8. Overtime Compensation

- a. 1) Except as provided in paragraph 7.h.2) above, employees in non-negotiated classifications that are covered by the overtime provisions of the Fair Labor Standards Act will be compensated at time and one-half either in cash or by allowing compensatory time off, for all time in a work week in excess of the number of hours of work comprising an established full-time daily or weekly work schedule. Employees shall not receive overtime compensation on both a daily and weekly basis for the same work time.
- 2) For the purpose of computing overtime, paid benefit time for which work is not performed shall count as time worked in any workweek.
- b. For employees paid on a prevailing rate basis, the number of hours before daily and/or weekly overtime is payable, and the rate of overtime pay will depend on the number of hours and the rate being paid locally pursuant to the appropriate multi-employee area agreement.
- c. For employees in a negotiated classification, overtime payment shall be in accordance with the provisions of the applicable collective bargaining agreement.
- d. Employees in positions that are exempt from the overtime provisions of the Fair Labor Standards Act shall work as required by their position.

9. Compulsory Disability Leave

- a. If the employer representative believes an employee is unable to perform assigned duties due to illness, injury, or disability, the employee shall be informed in writing on the basis of such belief. The employee may be required to obtain medical examinations and may be placed on leave for disability in accordance with rules of the State Universities Civil Service System and the provisions of the Americans with Disabilities Act. Refusal of an employee to complete a medical examination may result in disciplinary action.
- b. The employer representative shall notify the employee in writing of the duration of the compulsory disability leave period. Any earned sick leave or vacation leave may be used during the compulsory disability leave period. That portion of compulsory disability leave for which earned sick leave or vacation leave credits are not used shall be without pay.