

AGREEMENTS

between

**The Board of Trustees
of Community College
District No. 508,
County of Cook, State of Illinois**

and

**The American Federation of
State, County and Municipal
Employees, Council 31,
AFL-CIO, and its Local 3506**

July 1, 2006 – June 30, 2010

**THIS BOOKLET CONTAINS TWO
AGREEMENTS**

ADULT EDUCATORS' AGREEMENT

AND

COORDINATORS' AGREEMENT

**COLLECTIVE BARGAINING AGREEMENTS
and other pertinent documents**

**THE BOARD OF TRUSTEES
OF COMMUNITY COLLEGE
DISTRICT NO. 508,
COUNTY OF COOK, STATE OF ILLINOIS
and
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO,
AND ITS LOCAL 3506**

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ADULT EDUCATORS

July 1, 2006 – June 30, 2010

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ADULT EDUCATORS' AGREEMENT

This Agreement is entered into as of the 1st day of July, 2006 by and between the Board of Trustees of Community College District No. 508, County of Cook, State of Illinois (hereinafter called the "Employer" or the "Board") and the American Federation of State, County and Municipal Employees Council 31, AFL-CIO (hereinafter call the "Union"), for and on behalf of itself and its Local No. 3506. It is the purpose of this Agreement to promote harmonious relationships between the Board and its employees, to establish means to minimize and provide for the resolution of disputes, and to establish wages, hours, terms and conditions of employment.

Article I -- UNION RIGHTS

Section 1: Recognition

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, terms and conditions of employment for all Adult Educators, but excluding coordinators, evening high school supervisors, assistant evening high school supervisors, short-term employees, project training specialists historically represented by the Cook County Teachers' Union, Local 1600, AFT, AFL-CIO, and others excluded by the Illinois Educational Labor Relations Act. Disputes over the performance of work by persons not included in the bargaining unit will be resolved pursuant to provisions of the Illinois Educational Labor Relations Act.

Section 2: Union Exclusivity

The Board shall not negotiate with any other employee organization or its representatives on matters pertaining to the wages, hours, terms and conditions of employment of the employees covered by this Agreement. Nor shall the Board negotiate with those employees over their wages, hours, terms and conditions of employment, or interfere with the rights and responsibilities of the Union as established by the Illinois Educational Labor Relations Act.

Section 3: Right of Access

Union stewards, local Union officers and representatives will be permitted to enter Board owned properties at reasonable times provided that before entering any such properties the Union official shall so notify the President of the home college campus or his/her designee(s) and further provided that such access shall not interfere with the Board's operation of its classes, programs and facilities.

Section 4: Bulletin Boards

The Board shall provide a bulletin board at or near the Adult Education Program office for use by the Union and provide access to such boards for local union stewards and local union officers for use by the Union for posting official Union notices at each Board operated facility where bargaining unit members are regularly assigned to perform bargaining unit work, which facility is both controlled and operated by the Board. Under no circumstances shall notices or

other materials of a political, partisan, religious or defamatory nature be posted on the Union's bulletin boards.

Section 5: Union Convention Delegates

With at least thirty (30) calendar days' notice, official employee delegates will be released to attend State and International AFSCME conventions. The number of such official delegates shall be limited by the Union's State and International Constitutions. Any employees thereby unable to meet their class assignments shall be paid for any lost time at their regular hourly rate.

Section 6: Information Provided to Union

Monthly, the Board shall notify the Union, in writing, of the following personnel transactions involving bargaining unit employees: names; date of hire; employment status (including changes); hours of work; Social Security numbers; addresses; phone numbers; and campus locations. The Board will cooperate with the Union in endeavoring to provide this information via computer. Each module, the President of each college shall provide the Union with a site roster.

Section 7: Distribution of Literature

The distribution of Union literature shall be permitted by employees during their non-working hours; provided that such distribution shall not interfere with the Board's operation of its classes, programs and facilities. The Union also shall have the right to place official Union notices in any mailboxes of Adult Educators.

Section 8: Conference and Meeting Rooms

The Union shall be permitted to use telephones and conference and meeting rooms for Union meetings upon request; provided that such use does not interfere with the Board's operation of its classes, programs and facilities. Telephone use shall not include any long distance calls at the Board's expense.

Article II -- MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Illinois and the United States of America, including, but without limiting the generality of the foregoing, the right:

- (a) To manage, organize and retain administrative control of the College, its properties and facilities, and the activities of its employees; to determine the function and purpose of the College;
- (b) To direct the work of its employees and determine the time and hours of operation, the kinds and levels of services to be provided, and the methods and means of providing services;
- (c) To hire all employees; to determine their qualifications and the conditions for their continued employment; and to direct, assign and transfer employees;
- (d) To establish educational policies, goals and objectives; to determine standards of service, to insure rights and educational opportunities of employees; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of College operations;
- (e) To build, move or modify facilities; establish budget procedures and determine budgetary allocations; to determine the methods of raising revenue; and to take action on any matter in the event of an emergency; and
- (f) To exercise and control all matters of inherent managerial policy.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States of America.

Article III -- PROHIBITED ACTIONS

Section 1: Discrimination

The Board agrees not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital status, age, national origin and mental and/or physical handicap and political affiliation, all as defined by state and federal law. The Board also agrees not to discriminate against any employee on the basis of sexual orientation.

Section 2: Union Activity

The Board agrees not to interfere with, restrain or coerce any employee in the exercise of rights to organize, form, or assist unions as permitted by the Illinois Educational Labor Relations Act.

Section 3: Legal Rights

The Board agrees not to violate any employee's constitutional or statutory rights.

Article IV -- UNION SECURITY

Section 1: Checkoff

The Board agrees, upon the written authorization of an employee, to withhold any dues payments or contributions payable to the Union, PEOPLE or Union sponsored benefit programs. Authorizations shall be irrevocable for the term of this Agreement, unless canceled by an employee not earlier than ninety (90) days or later than sixty (60) days prior to the expiration date of this Agreement. Employees' requests for withholding shall be made on a form agreed to by the parties and implemented within thirty (30) calendar days of receipt of such request. Each pay period a list of the employees' names, addresses, Social Security numbers and the amount deducted for each employee shall be remitted to the Union at the address designated in writing to the Board by the Union. The Board and Union shall regularly hold consultations, but at least every ninety (90) days, about maintaining timely records and communicating changes in membership. Furthermore, the Union shall notify the Board of any increase in dues or the other deductions in writing at least thirty (30) days prior to any effective date.

Section 2: Fair Share

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share in accordance with state law, 115 ILCS 5/1 et. seq. and the Rules and Regulations of the Illinois Educational Labor Relations Board, for the costs of the collective bargaining process, contract administration, and the pursuance of matters affecting wages, hours, terms and conditions of employment. The fair share payment, as certified by the Union, shall be deducted by the Board from the earnings of the non-member employees. The aggregate deduction of the employees and a list of their names, addresses, Social Security numbers and the amount deducted for each employee shall be remitted monthly to the Union at the address designated in writing to the Board by the Union. The Union shall advise the Board of any increase in fair share fees in writing at least thirty (30) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members. Should any employee be unable to pay his/her contributions to the Union because of bona fide religious tenets or teaching of a church or religious body of which the employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from a list of charitable organizations established by the Illinois Educational Labor Relations Board. Each month the employee will furnish the Union with a written receipt showing that such payment has been made.

Section 3: Indemnification

The Union shall indemnify, defend, and hold the Board harmless against any claim, demand, suit or liability arising from any action taken by the Board in complying with this Article.

Article V -- LABOR/MANAGEMENT COMMITTEE

For the purposes of creating harmonious and open communications between the Union and the Board, the staff representative of the Union and the Board's Chancellor or his/her designee(s) shall meet at least twice (preferably three times) a year (preferably one per semester) to discuss any problems of mutual concern. In addition to the Local Union President, the Union shall have in attendance one representative from each Adult Education campus including learning centers. In addition to the Chancellor or his/her designee, the Board shall have in attendance the Deans of Adult Education of each College, or his/her designee, and the Associate Vice Chancellor of Adult Education or his/her designee. One agenda item for the first such "Central Labor/Management Committee" shall be to establish procedures for holding regular labor/management meetings at each campus location.

Article VI -- EMPLOYMENT CONDITIONS

Section 1: Staff Development

(a) Employees may be required at the sole discretion of the Board or its designee to attend four (4) staff development activities each academic year. The Board will make a good faith effort to provide four (4) such activities for each employee each academic year. Additional staff development activities may be conducted but shall not be required. Employees shall be given twenty (20) calendar days' notice in advance of any such required activities. The academic year shall be established by the Board for the Adult Education Program. Employees who are on a leave of absence will not be required to attend staff development activities during the module or semester in which they are on an approved leave. While attending staff development activities, employees will be paid at their regular hourly rate of pay. If an employee is unable to attend such activity, the Board in its sole discretion may make arrangements for the employee to attend another staff development activity offered by the Board. The Board shall endeavor to schedule such other activities at a time and place reasonably convenient for the employee (such as in the evening), but the Board reserves the right to schedule the employee to attend such activities at another college for the employees at that college. Should an employee be unable to attend any staff development activity, that employee shall be entitled to no compensation in lieu of attendance and should an employee (with the permission of the Board) attend such activity in lieu of attending class, the employee shall be paid for the time spent attending such activity or the employee's regularly scheduled class time, whichever is greater.

(b) The Board will compensate employees for attending assigned professional development activities approved by the College(s). While attending such activities employees shall be compensated at the appropriate hourly rate. In addition, employees shall be reimbursed the registration fee associated with the developmental activities which have been initiated by the employee but which have not been assigned by the College(s), provided the activity has been approved in advance by their supervisor, upon the submission of the appropriate documentation. It is understood that the posting or dissemination of information regarding staff development activities by the college(s) shall not constitute an assignment or approval.

Section 2: Materials, Equipment and Facilities

Any instructional materials and equipment the Board determines are necessary for teaching classes will be furnished by the Board. The Board shall endeavor to provide such materials and equipment prior to the start of each semester, and shall also endeavor to designate a workroom for employees at each Board operated facility where bargaining unit members are regularly assigned to perform bargaining unit work, which facility is both controlled and operated by the Board, and shall also endeavor to provide a place for storing employees' class materials and wearing apparel at each campus and learning center. Employees will be entitled to use Board facilities when work related, consistent with College procedures and subject to availability, including faculty washrooms, staff lunch rooms, computer labs and other technology resources as needed, copying machines, parking facilities, audio visual equipment and learning resource centers. Adult Educators shall not be accountable for theft or breakage of materials or equipment which was not caused by their negligence. If the Board fails to provide necessary Instructional materials or equipment prior to the start of the semester, employees shall not be

required to produce or supply those items at their own expense. If Adult Educators are required to pick up materials/equipment during hours other than their regularly scheduled hours, the Board shall endeavor to make those materials and equipment available at times convenient for the Adult Educators.

Section 3: Orientation

The Board will provide new employees with orientation. Union representatives will be allowed to provide a union orientation during the presentation. Other employees who are directed to participate in the orientation of new employees shall be paid at their regular rate of pay. Campus Representatives shall be notified of all new hires within a reasonable time after their date of hire. The Board similarly agrees to provide a list, by campus, of all employees and their assignments on the first day of the new semester to the local Union officers.

Section 4: Changes in Requirements

If the Board (whether resulting from action by the State or otherwise) decides to materially alter the scope or content of bargaining unit work, the Employer shall give the Union and affected employees thirty (30) days advance notice, if practicable, but in any event reasonable advance notice, and shall bargain over the impact of such changes on affected employees. It is the intent of the parties that such bargaining shall begin as promptly after notice as possible.

If the Board requires an employee to take additional courses or otherwise meet additional requirements so as to continue teaching in a subject area in which the employee is then working, the Board will advise the employee concerning such requirements and give the employee a reasonable time to comply with them.

Section 5: Rules of Conduct

The Board may establish reasonable rules of conduct. The Union shall be notified of such rules at least twenty-five (25) days in advance whenever reasonably possible, which shall also be made available for employee inspection at each President's Office and at each Learning Resource Center. Notices of significant changes in rules affecting employees shall be distributed to all employees. An established rule shall be followed by an employee and any dispute as to the reasonableness of a rule or its application shall be considered through the Grievance Procedure (Article XII).

Section 6: Performance Evaluations

All Adult Educators will be subject to a performance evaluation by their supervisor(s). As part of the evaluation process, an employee's supervisor shall meet with the employee at a pre-evaluation meeting to discuss the evaluation and, following the evaluation, discuss the evaluation with the employee and give him/her the reasons for such evaluation and an opportunity to clarify or rebut his/her evaluation. An unsatisfactory evaluation of a teacher's classroom teaching competence shall be based on at least one hour of continuous classroom observation by a supervisor; provided that, lack of such observation shall not preclude discipline

or unsatisfactory evaluation for misconduct or other reasons for which such direct observation is not necessary or appropriate.

An employee's signature on the evaluation will indicate only that he/she has seen the evaluation. The evaluation shall state that it is the employee's right to place a written rebuttal in his/her file if the employee so chooses. All aspects evaluated will be within the scope of the Adult Educator's duties and responsibilities.

Before using a new or revised evaluation form, the Board will give the Union reasonable notice and an opportunity to discuss the changes.

Section 7: Conflicts of Interest

No person employed as an Adult Educator under this Agreement may hold any position with a site provider, including a position for pay, as a member of the Board of Directors, or as a volunteer except where:

- (a) that site provider is the State of Illinois or any political subdivision thereof, and
- (b) The Adult Educator's ability to perform the job of an Adult Educator for City Colleges is not impaired by his relationship with the site provider.

Notwithstanding the literal language of Article VI, Section 7, Conflicts of Interest, an individual may be employed as Adult Educator even though he or she holds a position with a site provider, including a position for pay, or as a member of the Board of Directors, or as a volunteer, so long as the relationship is not with the site he or she is employed to teach.

Article VII -- PERSONNEL FILES

Section 1: Official File and Examination

The Board shall maintain an official personnel file for each employee at the employee's college campus. Upon twenty-four (24) hours' written notice, employees and/or their authorized Union representatives, if authorized by the employees, shall have the right to review and copy the contents of their personnel files during regular business hours. A copy of anything placed in the file will be sent to the employee. The official personnel file shall contain all documents which may be used as the basis for personnel actions; but materials unintentionally excluded from the personnel file may nevertheless be used as the basis for personnel actions if the employee has no objections or is given an opportunity to review and respond to the material prior to its being used as a basis for a personnel action. This Section shall supplement whatever rights employees may have under the law.

Section 2: Employee Notification

A copy of any document which is placed in the personnel file shall be served upon the employee (the employee so noting receipt) or sent by certified mail (return receipt requested) to his/her last address appearing on the records of the College. In addition to their right to grieve, employees shall have the right to rebut any material placed in their personnel file. Upon an employee's request, the rebuttal shall be placed in his/her personnel file. Additionally, no records may be removed from the personnel file unless the employee has been so notified and given a copy of the record.

If monitoring forms are to be signed by employees, the form shall indicate that the employee's signature merely attests to the fact that a monitor visited the employee's class, and does not signify agreement with or acceptance of any information or comments made on the form. All forms which require an employee's signature shall be in duplicate and a copy shall be transmitted to the employee at the time he or she is required to sign. Should any Employer representative make any changes on any Student Attendance Record, Teacher Attendance Record, or other form completed and signed by an employee the Employer representative shall initial such changes to make it clear that they were not made by the employee and shall supply a copy of the changed form to the employee. All records of the Employer that are available to the public shall be made available for inspection upon request of the Union during regular business hours and with reasonable notice.

Section 3: Telephone Numbers, Addresses

Each employee is obligated to provide in writing his/her current telephone number and address. Such information shall be provided in duplicate to the employee's program director on a form designated by the Board, with one copy being signed and returned by the Board's representative. Notices of changes received by the Board shall be promptly recorded on its records. Without an employee's permission, the Board shall not release an employee's telephone number and /or address to non-work related persons or organizations except to government agencies for work related purposes or as required by law.

Article VIII -- CONTINUOUS SERVICE

Section 1: Continued Employment

- (a) Employees must complete a probationary period of thirty-two (32) weeks of satisfactory teaching. If an employee has completed the probationary period and continues to perform satisfactorily, the Employer shall make a good faith effort to give the employee the same or a reasonably similar assignment for the next module or semester. The Employer, in its sole discretion, shall make assignments based on, but not limited to, course offerings, site availability, fiscal exigencies and student enrollment.
- (b) Non-probationary employees who have not continued to perform satisfactorily shall be notified in advance of their performance deficiency and counseled periodically [at least three (3) times during a period of at least five (5) weeks (seven (7) weeks where the employee is normally scheduled to teach fewer than sixteen (16) hours per week)] in ways to improve. If such employees continue to perform unsatisfactorily they shall be terminated. Any such employees shall be given two (2) weeks written notice of termination. The notice shall contain a statement of the employee's appeal rights as set forth in this section and a copy of the notice will be provided to the Union. If the Board fails to give such an employee two (2) weeks written notice of termination, it shall pay the employee for the remainder of the notice period (e.g. if only one (1) week notice is given, the Board shall pay the employee for one (1) additional week).
 - (i) Upon written request of the employee given one (1) week after receipt of the written notice of termination, the President of the College or his/her designee will meet with the employee, consider any and all information provided by the employee, and review the termination decision. The meeting will take place within three (3) weeks following the President's receipt of the timely request for review, and within three (3) business days after the meeting the President or designee will provide the employee with a written response to his/her request for review either granting the appeal, explaining the reasons for the termination, or taking such other action as may be appropriate.
 - (ii) If the employee is not satisfied with the President's response, he/she may appeal the decision to the Personnel Review Committee by filing a notice of appeal with the Committee within one (1) week after the date of the President's response. The Committee shall meet with the employee within ten (10) business days after receiving the notice of appeal, and shall make a recommendation to the Chancellor not later than three (3) business days after a meeting with the employee. The Chancellor or his/her designee shall issue a formal decision within three (3) weeks after receiving the recommendation of the Committee.

- (iii) Neither the Union nor the employee shall have the right to appeal any decision under this subsection through the grievance procedure or to arbitration.
- (c) Non-probationary employees who have had their assigned hours reduced shall be given four (4) weeks written notice, a copy of which shall be sent to the Union, prior to the beginning of the next module, semester, or equivalent, if reasonably possible, and, if not, as much written notice as is reasonably possible. If the Board fails to give four (4) weeks written notice, it shall pay the employee for the remainder of the notice period (e.g. if only two (2) weeks notice is given, the Board shall pay the employee for two (2) additional weeks).
- (d) The time limits provided by this section may be waived by the mutual agreement of the Board and the Union.

Section 2: Personnel Review Committee

- (a) The Personnel Review Committee shall consist of two (2) members appointed by the Board and one (1) member appointed by the Union. Whenever any member of the Committee is unavailable to meet within the time period required, the Board or the Union (whichever appointed that member) shall appoint someone to take the place of that absent member.
- (b) The procedures of the Committee shall be informal, and no statement of rules or procedures shall be required or issued.
- (c) The written notice of appeal to the Committee required under Section 1 (b)(ii) of this Article shall be delivered to the Personnel Review Committee, c/o Vice Chancellor of Human Resources, 12th Floor, 226 W. Jackson Boulevard, Chicago, Illinois 60606. Upon receipt of such a notice, the Vice Chancellor of Human Resources or his/her designee shall promptly notify the members of the Committee by telephone and shall have copies of the notice delivered to all members of the Committee by the next business day.
- (d) If the Personnel Review Committee cannot agree on a time and place for meeting with an employee who has filed a notice of appeal, that meeting shall take place at 3:00 p.m. on the second Friday following receipt of the notice of appeal (not counting the day on which the appeal is filed, if that is a Friday), and shall be regarded as timely if held then. The meeting shall take place in the Human Resources Department, 12th Floor, 226 W. Jackson Boulevard. If any member of the Committee cannot attend such a meeting, that member may designate someone to take his/her place at the meeting and for purposes for that appeal. If one or two members neither attend a meeting of the Committee nor designate a substitute, the remaining member(s) shall act on behalf of the Committee.
- (e) If the members of the Committee fail to agree on the recommendation to be made to the Chancellor, the members may each make separate recommendations or

majority and dissenting recommendations, which shall be considered together by the Chancellor.

Section 3: Posting of Vacancies

Whenever the Board learns at least three (3) weeks prior to the beginning of a module, semester, or equivalent that a new assignment will be made or that there will be a teacher to be announced (T.B.A.) class, the Board shall post a notice of such anticipated assignment or class. The notice shall be posted at the district office (Human Resources Department) at a place accessible to employees during regular business hours and on the approved bulletin board at all Colleges, and shall be provided to the Union. Notices shall remain posted for ten (10) calendar days, and shall state the days, hours and location and type of assignment or class. Employees interested in being considered for such assignment or class shall apply in accordance with the procedure stated in the notice.

Section 4: Termination of Continued Employment

A non-probationary employee's employment shall be terminated by any of the following:

- (a) Voluntary resignation;
- (b) Failure to report to work after a leave of absence;
- (c) Termination for cause pursuant to Article IX or Section 1 (b) of this Article; or
- (d) After twelve (12) months of being in an unpaid status.

Any employee who leaves the bargaining unit (other than because of discharge) but returns within twelve (12) months will retain all accumulated seniority. This period may be extended by mutual agreement of the parties.

Section 5: Priority in Filling Positions

If more than one non-probationary employee applies for the same position, the Board shall give priority to employees who have had their hours reduced to zero (0).

Article IX -- DISCIPLINE

Disciplinary action will consist of oral or written reprimands, suspensions and terminations for just cause. The Board and the Union agree that discipline should be progressive and corrective, but the parties recognize that the severity and nature of misconduct may justify more severe discipline. Discipline shall be imposed as soon as practicable after the Board becomes aware of the circumstances giving rise to the discipline, and shall be imposed in a confidential manner. In any event, the actual date on which discipline commences may not exceed forty-five (45) days after the Board became aware of the incident.

Before disciplining an employee, a Board representative will meet with and inform him/her of the events giving rise to the discipline and the contemplated action to be taken, and the employee will be given an opportunity to respond before discipline is imposed. The employee shall be informed of her/his right to Union representation: (a) prior to any meeting to discuss discipline; (b) prior to any meeting which would reasonably be expected to lead to discipline of the employee; and (c) during a meeting at such point as it becomes apparent that the meeting might lead to discipline of the employee; and whenever practicable the Board shall notify the Union in advance of such a meeting. Any meeting to discuss discipline shall occur during the employee's regular work schedule.

Article X -- LEAVES OF ABSENCE

Section 1: Unpaid Leaves of Absence

In cases of death in immediate family or the serious illness of an employee or his/her immediate family, upon written request a non-probationary employee who has not been given notice of termination will be granted an unpaid leave not to exceed two (2) semesters or the equivalent thereof. Satisfactory proof of such death or illness must be provided to the Board. Immediate family will be defined as the employee's parents, including mother-in-law, father-in-law, spouse, brothers, sisters, children, grandparents, grandchildren and any household member.

Upon written request, non-probationary employees also will be granted unpaid leaves of absence for the summer term(s). Upon written request, non-probationary employees may also be granted other unpaid personal leaves of absence for not more than a semester or equivalent thereof. All leaves may be extended by mutual agreement in writing. Requests for leaves of absence by probationary employees shall be at the Board's discretion.

Upon return from an approved short-term leave [two (2) weeks or less], a non-probationary employee will be returned to the same assignment held by him/her prior to the leave if that assignment exists.

Section 2: Jury Duty

An employee summoned for jury duty will be paid for those hours the employee is unable to work by reason of this service if:

- (a) The employee presents the original jury summons to the Board within ten (10) days of receipt to enable scheduling of substitute teachers.
- (b) The employee gives the Board the lesson plans for the class hours in question to permit continuity of instruction.
- (c) The employee surrenders the compensation check for jury duty.

Section 3: Bereavement Leave

In case of death in the immediate family, an employee shall be allowed up to the number of days off work equivalent to that of the employee's regularly scheduled work week as paid leave. The leave period shall commence not earlier than the day of the immediate family member's death and shall conclude no later than the seventh day after said family member's burial. The employee shall be paid only for scheduled workdays which are missed during said leave period. Immediate family will be defined as the employee's parents, spouse, brothers, sisters, children, grandparents, grandchildren and any household member. The Board may grant exceptions in specific cases.

For example, an employee's family member dies on a Thursday and is buried on the following Tuesday. The employee is regularly scheduled to work Monday and Wednesday. The employee is eligible for two paid days off between the date of death and seven days after the

family member's burial. The employee may choose to take off and be paid for: (1) the Monday and Wednesday following the family member's death; or (2) the Wednesday and Monday following the family member's burial; or (3) the Monday following the death and the Wednesday following the burial.

Article XI -- WAGES AND BENEFITS

Section 1: Wage Rates

Effective on each of the following effective dates, hourly wage rates shall be as follows:

Years of Service	July 1, 2006*	July 1, 2007	July 1, 2008	July 1, 2009
At hire	20.37	20.83	21.30	21.94
Under 3	24.03	24.57	25.12	25.87
3 but under 5	25.21	25.78	26.36	27.15
5 but under 7	26.32	26.91	27.52	28.35
7 but under 10	27.49	28.11	28.74	29.60
10 but under 15	28.74	29.39	30.05	30.95
15 or more	30.04	30.72	31.41	32.35

*The hourly rates effective July 1, 2006 will be paid retroactively to all employees who are actively employed on the date of ratification.

The foregoing table of wage rates incorporates the following wage increases as of the following effective dates:

Effective July 1, 2006*	Four (4%) Percent*
Effective July 1, 2007	Two and One Quarter (2.25%) Percent
Effective July 1, 2008	Two and One Quarter (2.25%) Percent
Effective July 1, 2009	Three (3%) Percent

*Paid retroactively to all employees who are actively employed on the date of ratification.

Section 2: Years of Service

For the purposes of Section 1 of this Article, years of service shall be defined as the number of fiscal years of service since an employee's most recent date of hire, and shall be as of July 1st, 2006, 2007, 2008, 2009.

Section 3: Retroactive Step Advances

Effective with the date of this Agreement, any employees who would have advanced to a higher pay step on July 1, 2006, shall have their pay adjusted accordingly for the hours they actually worked during the period July 1, 2006 – June 30, 2007.

Section 4: Scheduled Hours

The maximum number of teaching hours per week for which an employee may be scheduled within a module will be twenty-four (24) hours.

Section 5: Availability for Assignments

Employees who wish to be considered for assignments and are not assigned to work twenty-four (24) hours, shall submit to the Adult Education office of the College(s) at which they wish to be considered, a form designating the days, hours and locations for which the employee is available to work, the employee's current assignments, and the type of assignment the employee is qualified for and requests to teach. Employees are obligated to provide, in writing, current telephone numbers and addresses to each college where they have submitted the form. The form shall expire at the end of two modules or equivalent time period.

Section 6: Paid Holidays

- (a) Employees shall be paid when their regularly scheduled classes do not meet due to the observance of a special holiday declared by the Board at its sole discretion.
- (b) Employees shall be paid when a regular holiday falls on a day when their classes would otherwise be scheduled to meet. Pay shall be based on the number of hours the class would have been scheduled to meet but for the holiday and shall be calculated based on the employee's regular hourly pay.
- (c) Employees shall not be entitled to pay when classes are canceled due to events beyond the Board's control.

Section 7: Tax Sheltered Annuities

Employees shall be permitted to participate in the tax sheltered annuity programs which the Board makes available to other employees.

Section 8: Insurance

Subject to any insurers' enrollment dates, employees hereafter will be permitted to purchase Board designated medical, dental, and vision insurance plans for themselves and their immediate family, as defined by the insurers. Payroll deductions shall be available for participation in these programs.

Section 9: Funds for Professional Development

After two full years of employment, Adult Educators who are regularly scheduled to work 16 hours a week shall be entitled to apply for reimbursement of professional development expenses as set forth herein.

The Board and the Union agree that each year the sum of \$13,000 shall be provided as a pool from which Adult Educators may apply for reimbursement for course or program expenses. The reimbursement amount shall not exceed \$1,000 per person, per fiscal year. Adult Educators may not apply unless they have received the written approval of their College President, in advance, of the course or program to be taken. Expenses will only be approved for work related to the Adult Education Program. The Board will endeavor to allocate the available resources

fairly among the campuses and applying Adult Educators. Any unused funds will be carried over and made available in the next fiscal year.

Section 10: Tuition Waiver

After six (6) modules, six (6) sub-terms or the equivalent thereof, or three (3) semesters, whichever is applicable, the Board will waive the cost of tuition for one (1) College course taken at any one time by the employee while he/she is actively working for the Board. For employees who taught the immediately preceding four (4) modules, four (4) sub-terms or two (2) semesters, the Board also will waive the cost of tuition for College courses taken during the immediately following summer session.

Section 11: Preparation Time

- (a) Employees shall be paid up to a maximum of \$1,438.20 each year as compensation for time spent preparing for class.
- (b) Regardless of the amount of time actually spent preparing for class, the foregoing compensation shall be distributed on the basis of one (1) hour of pay for every four (4) hours of teaching time, and shall be paid at the rate of \$5.15 per hour.

Section 12: Advanced Degrees

Adult Educators who have advanced degrees (masters degrees or higher) from an accredited institution in the United States or another institution approved by the Board in the areas of education, curriculum development, adult education, linguistics, TESOL, reading, math, English, science or social Sciences shall be paid an additional stipend up to \$600 per year in accordance with the following formula:

$$\text{Stipend} = \frac{\text{total classroom hours worked in year } x}{1,152} \quad \$600$$

Where the employee's College has a full academic year that consists of fewer than forty-eight (48) weeks but at least forty (40) weeks, the denominator in the foregoing fraction (i.e., "1,152") shall be pro-rated based upon the ratio of (i) the number of weeks in the full academic year of that College to (ii) forty-eight (48). For example, if the full academic year of a College is forty (40) weeks, then "960" shall be substituted for "1,152" above, and if the full academic year of a College is forty-four (44) weeks, then "1,056" shall be substituted for "1,152" above.

Employees with advanced degrees not specifically set forth above who were receiving such stipend (in the annual amount of \$400) as of June 30, 2002 shall continue to receive said stipend in effect as of June 30, 2002 (in the annual amount of \$400).

Section 13: Retention Differential

At the end of the summer of each year of this Agreement, employees shall be paid a retention differential based on the following formula:

Years of Service	530 hrs/yr (12 hrs/wk)	732 hrs/yr (16 hrs/wk)	924 hrs/yr (20 hrs/wk)	1116 hrs/yr (24 hrs/wk)
15 or more years	21 hrs of pay	28 hrs of pay	40 hrs of pay	48 hrs of pay
10 to 15 years	17 hrs of pay	23 hrs of pay	34 hrs of pay	41 hrs of pay
7 to 10 years	14 hrs of pay	18 hrs of pay	27 hrs of pay	32 hrs of pay
5 to 7 years	10 hrs of pay	14 hrs of pay	20 hrs of pay	24 hrs of pay
3 to 5 years	5 hrs of pay	6 hrs of pay	9 hrs of pay	11 hrs of pay

Effective July 1, 2007, the following column (for 8 hrs/wk) shall be inserted in the above table:

Years of Service	354 hrs/yr (8 hrs/wk)
15 or more years	14 hrs of pay
10 to 15 years	11 hrs of pay
7 to 10 years	8 hrs of pay
5 to 7 years	6 hrs of pay
3 to 5 years	3 hours of pay

The foregoing tables apply to Colleges where the academic year consists of forty-eight (48) or more weeks. Where the employee's College has a full academic year that consists of fewer than forty-eight (48) weeks but at least forty (40) weeks: The minimum annual hours for eligibility, but not the weekly hours, set forth in the column headings of the foregoing table (e.g., "732 hrs/yr"), shall be pro-rated based upon the ratio of (i) the number of weeks in the full academic year of that College to (ii) forty-eight (48). For example, if the full academic year of a College is forty (40) weeks, then "610" shall be substituted for "732" above, and if the full academic year of a College is forty-four (44) weeks, then "671" shall be substituted for "732" above. Consistent with this paragraph, the following tables set forth the retention differential where the academic year consists of fewer than forty-eight (48) weeks but at least forty (40) weeks, effective July 1, 2007:

TABLE AE-44 – Adult Educators at Colleges with 44-week Academic Year

Years of Service	325 hrs/yr (8 hrs/wk)	486 hrs/yr (12 hrs/wk)	671 hrs/yr (16 hrs/wk)	847 hrs/yr (20 hrs/wk)	1023 hrs/yr (24 hrs/wk)
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15 or more years	14 hrs of pay	21 hrs of pay	28 hrs of pay	40 hrs of pay	48 hrs of pay
10 to 15 years	11 hrs of pay	17 hrs of pay	23 hrs of pay	34 hrs of pay	41 hrs of pay
7 to 10 years	8 hrs of pay	14 hrs of pay	18 hrs of pay	27 hrs of pay	32 hrs of pay
5 to 7 years	6 hrs of pay	10 hrs of pay	14 hrs of pay	20 hrs of pay	24 hrs of pay
3 to 5 years	3 hrs of pay	5 hrs of pay	6 hrs of pay	9 hrs of pay	11 hrs of pay

TABLE AE-40 – Adult Educators at Colleges with 40-week Academic Year

Years of Service	295 hrs/yr (8 hrs/wk)	442 hrs/yr (12 hrs/wk)	610 hrs/yr (16/hrs/wk)	770 hrs/yr (20 hrs/wk)	930 hrs/yr (24 hrs/wk)
15 or more years	14 hrs of pay	21 hrs of pay	28 hrs of pay	40 hrs of pay	48 hrs of pay
10 to 15 years	11 hrs of pay	17 hrs of pay	23 hrs of pay	34 hrs of pay	41 hrs of pay
7 to 10 years	8 hrs of pay	14 hrs of pay	18 hrs of pay	27 hrs of pay	32 hrs of pay
5 to 7 years	6 hrs of pay	10 hrs of pay	14 hrs of pay	20 hrs of pay	24 hrs of pay
3 to 5 years	3 hrs of pay	5 hrs of pay	6 hrs of pay	9 hrs of pay	11 hrs of pay

Section 14: Paid Excused Absence

Adult Educators with three (3) or more years of service who are regularly assigned to teach twelve (12) or more instructional hours per week throughout each semester (excluding the summer semester, and who did so throughout the preceding fiscal year, excluding the summer semester) shall be entitled to receive two (2) paid excused absences due to personal illness or injury per fiscal year. Payment for an excused absence will be equal to the number of hours the employee's class(es) normally meet(s) each day, not to exceed a total of four (4) hours at the employee's regular hourly rate of pay. In order to be eligible for payment, the employee must notify the Adult Education Dean or his or her designee at least three (3) hours before the scheduled start of the first class affected, and, where abuse is suspected, may be required to provide proof of inability to work due to illness or injury. Where circumstances prevent the employee from providing such notice at such time, the employee must give notice as soon thereafter as possible. Unused paid time off under this Section will not be paid for and may not be carried over to subsequent years.

Effective July 1, 2007, one of the foregoing two annual paid absences may be used for personal reasons other than personal illness or injury, provided that the employee schedules the personal day at least one week in advance with management approval. Effective July 1, 2008, the daily cap of four (4) hours set forth above shall be increased to six (6) hours.

Section 15: Personal Care Payments

Effective as of the following dates, the Board shall pay the monthly amount set forth below for the benefit of a total of not to exceed one hundred and twenty eight (128) employees (from the Adult Educator and Coordinator bargaining units, combined) for their personal care.

<u>Effective Date</u>	<u>Monthly Amount</u>
July 1, 2006	One Hundred (\$100) Dollars
July 1, 2007	One Hundred and Five (\$105) Dollars
July 1, 2008	One Hundred and Fifteen (\$115) Dollars
July 1, 2009	One Hundred Twenty Five (\$125) Dollars

In order to be eligible to receive such personal care payments, an Adult Educator must either (1) both (a) be paying for coverage under a group health insurance plan offered by the Board, and (b) have been so paying as of May 1, 2003, or (2) both (a) be paying for coverage under a group health insurance plan offered by the Board and (b) be regularly scheduled to teach sixteen (16) or more instructional hours per week. If the number of eligible employees (combining Adult Educators and Coordinators) exceeds the maximum number of employees set forth in the foregoing paragraph, then the employees who shall receive such payments shall be determined in order of seniority (combining Adult Educators and Coordinators for this purpose).

Section 16: Paperwork Pay

Effective July 1, 2007, employees shall be paid paperwork pay in the amount of one (1) hour per class per semester, at the pay rate of nine dollars (\$9.00) per hour.

Article XII -- GRIEVANCE AND ARBITRATION

Section 1: Grievance Definition

A grievance is defined as a claim that the Board has misinterpreted or misapplied the terms of this Agreement.

Section 2: Employee Filing and Participation

Grievances may be filed by an employee, or by the Union (a) on behalf of a group of employees, (b) with an individual employee's permission, or (c) on behalf of itself as to terms specifically applicable to its rights and responsibilities. Either party may have the grievant or one grievant representing a group present at all steps of the procedure. An employee or group of employees may present grievances to the Board and have them adjusted without the intervention of the Union so long as the adjustment is not inconsistent with this Agreement and the Union has been given an opportunity to be present at such adjustment.

Section 3: Grievance Proceeding

Pre-Grievance

Before filing any grievance, the grievant is encouraged to make every effort to resolve the matter by discussing it with his/her Adult Education Dean or his or her designee. The steps set forth below are to be followed for matters not resolved by such discussions.

Grievance Procedure

Step 1 – College President Level

The grievance shall be filed at Step 1 by submitting it in writing to the President of the College or his/her designee within thirty (30) calendar days after the occurrence or event giving rise to the grievance or the employee knew or should have known of such occurrence or event. The grievance form should be mutually agreed upon by the Board and the Union and provided by the Union, and shall contain a statement of the grievant's claim, the Section(s) of the Agreement allegedly violated, the date of the alleged violation and the relief sought and the date submitted. The Dean or his/her designee shall indicate thereon whether the grievant's claim has been discussed prior to the filing of the grievance. Within ten (10) calendar days after the grievance is presented in writing, the President of the College or his/her designee shall discuss it with the grievant and answer it in writing within ten (10) calendar days after such discussion. If the claim has been previously discussed with an Employer representative who has so indicated by signing the grievance form, that individual may not be the College President's designee for Step 1. If no response is given within the time allowed, the grievance will be considered to have been denied.

Step 2 – District Office Level

If the grievance is not resolved at Step 1, the grievance may be appealed in writing to the Board's Chancellor or his/her designee within fifteen (15) calendar days after receipt of the Step

1 response. Within fifteen (15) calendar days after receipt of the grievance at the district office, the parties shall discuss it in an attempt to resolve the grievance. The Chancellor or his/her designee shall give a written response within ten (10) calendar days following the discussion. If no response is given within the time allowed, the grievance will be considered to have been denied.

Step 3 – Arbitration

Any grievance not resolved at Step 2 may be appealed to arbitration by the Union. Such an appeal shall be made in writing to the Board's Chancellor or his/her designee within thirty (30) calendar days after either the date on which the answer in Step 2 is given or that date on which such answer was due, if no answer was given. If a grievance is appealed to arbitration, representatives of the Board and the Union shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after the appeal is received, the parties shall request the American Arbitration Association to submit a list of nine (9) arbitrators for selection under its Voluntary Rules for Labor Arbitrations. Either party shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Board and Union representative. The parties shall attempt to arrive at a joint stipulation of the facts and issues to be submitted to an arbitrator. No more than one grievance may be submitted to an arbitrator at any one time without the consent of the other party. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement. The decision and award of the arbitrator shall be final and binding on the Board, the Union and the employee(s) involved.

Section 4: Time Limits

The date of filing, answering or appealing any grievance shall be the day when the matter is delivered in person, faxed or deposited in the United States mail, as evidenced by the postmarks. Grievances may be withdrawn at any step of the procedure without prejudice. Grievances not appealed within the designated time limits shall be treated as withdrawn. Grievances not discussed or answered by the Board within the designated time limits may be appealed to the next step of the grievance procedure. The time limits at any step or for any hearing may be extended by mutual agreement of the parties.

Section 5: Advance Grievance Filing

By mutual agreement of the Board and the Union, grievances which by their nature cannot be resolved at preliminary steps of the grievance procedure or would become moot due to the length of time necessary to exhaust the grievance steps may be filed at an advanced step of the grievance procedure.

Section 6: Information Requests

The Board recognizes the legal right of the Union to information necessary to process grievances. Upon request the Board therefore will provide the Union with such documents,

books and other information as are available and substantially pertinent to a grievance under consideration by the Union within fourteen (14) days if feasible or as soon as feasible thereafter.

Section 7: Grievance Time

At each College the Board agrees to schedule and pay one (1) employee for the equivalent of one (1) additional four (4) hour course each module or semester for purposes of handling grievances. The Board also agrees similarly to schedule and pay the Union's Chief Steward and President for the same purposes. The Union shall inform the Board's Personnel Director of the employees designated to handle such grievances and be so scheduled and paid.

Article XIII -- NO STRIKE – NO LOCKOUT

Disputes between the parties over the meaning or interpretation of this Agreement shall be resolved through the Grievance Procedure as provided for in Article XII or as otherwise provided for in this Agreement.

During the term of this Agreement, the Union shall not cause and shall not sanction any work stoppage, strike or slowdown. Employees who violate this provision shall be subject to disciplinary action.

No lockout of employees shall be instituted by the Board during the term of this Agreement.

Article XIV -- MISCELLANEOUS

Section 1: Waiver – Entire Agreement

The parties acknowledge that during the negotiations resulting in this Agreement, each had the limited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Board and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term, subject to the collective bargaining law and/or desire by both parties to agree mutually to amend or supplement at any time.

Section 2: Savings Clause

Should any Article, Section or clause of this Agreement be legislatively or judicially determined to be illegal, then said Article, Section or clause, as the case may be, will become invalid to the extent that it violates the law and will be promptly renegotiated unless it has been legislatively or judicially determined to be prohibited subject of bargaining. The remaining Articles, Sections and clauses will remain in full force and effect for the duration of this Agreement if not affected by the deleted Article, Section or clause.

Section 3: Reopener

Should 115 ILCS 5/4.5 (new) be repealed in whole or in part, either party may request upon fifteen (15) days written notice to the other party, a reopener of the collective bargaining agreement. The parties shall then bargain in good faith over those subjects which by virtue of the repeal are legal subjects of bargaining, to the extent that such bargaining is then required by law.

Section 4: Payroll Distribution

Subject to any Board policies and procedures, upon timely request the Board shall either mail employees' payroll checks directly to the address they designate or make electronic direct deposit of the employee's check into the employee's bank account or permit the employees to pick up their checks at a location designated by each College, according to each employee's choice.

Section 5: Employee Assistance

In accordance with the Drug Free Workplace Act, the Board shall establish a list of employee assistance programs in the Chicago area. In addition to other programs known to the Board, the Board shall consider for inclusion on that list any programs identified and recommended by the Union. Inclusion on the list is for information purposes and shall not be regarded as approval of any program listed. The Board or the President of each College or their designees shall designate an appropriate Board representative at each College who will provide

assistance to any employee seeking referral to an employee assistance program. Nothing in this section shall be construed to require the Board to pay for any employee's enrollment at an employee assistance program or to provide any other benefit.

The Board will not consider the fact that an employee has sought assistance under this section or the fact that an employee has enrolled in or completed an employee assistance program to be grounds for discipline or termination. Although the Board will consider the fact that an employee has enrolled in or completed an employee assistance program as a possible mitigating circumstance in discipline or discharge cases, nothing in this section shall be construed to limit the Board's right to discipline or terminate any employee for poor performance, misconduct, or other legitimate reason in accordance with this Agreement and Board rules.

Section 6: Upward Mobility

The Board recognizes that employees who have performed their assignments well may be interested in applying for other positions outside of the bargaining unit, and the Board encourages such employees to apply. The Board shall endeavor to post notices of all vacancies at each College and Learning Resource Center. The Board agrees to receive and consider any suggestions made by the Union to assist employees in receiving full information about vacancies and in applying for vacancies outside of the bargaining unit.

Section 7: Health and Safety

The Board will make available to the Union any applicable student or academic policy manuals and will endeavor to provide a safe work environment at Board facilities (not to include off campus site).

Section 8: Printing of Agreement

The Union will have this Agreement printed in booklet form. Employees shall receive a copy of the printed Agreement. The Board and the Union shall receive a reasonable number of extra copies. The Employer shall pay half the Union's costs of printing; provided the Employer is given the opportunity to proof and approve the language prior to printing. In any event, the parties intend to make the contract available for printing within two (2) months of ratification by the employees and approval by the Board, if feasible. Additionally an electronic copy shall be made available.

Article XV -- DURATION OF AGREEMENT

This Agreement will be effective as of the day after it is ratified by both parties, and will continue in effect through June 30, 2010. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend or terminate this Agreement.

If such notice is timely given, and negotiations for a new Agreement are not completed by the expiration date of this Agreement, this Agreement shall continue in full force and effect until either party terminates the extended Agreement by giving the other party five (5) days written notice of its intent to terminate the extended Agreement.

IN WITNESS WHEREOF, each of the parties, by its duly authorized representative, has executed this Agreement as of the day and year first written above.

THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 31, AFL-CIO,
and its Local 3506

BOARD OF TRUSTEES OF COMMUNITY
COLLEGE DISTRICT NO. 508, County of
Cook, State of Illinois

By: _____
Michael Ross, Staff Representative

By: _____
James Tyree, Chairman

MEMORANDUM OF UNDERSTANDING

It is hereby agreed to by and between the Board of Trustees of Community College District No. 508 and the American Federation of State, County and Municipal Employees, Council 31, on behalf of its Local 3506 Adult Educators and Coordinators as follows:

The Board agrees to add the following language to Partnership Agreements and/or in separate written notices to each site provider:

Be advised that the College is a party to a collective bargaining agreement with the American Federation of State, County, and Municipal Employees Union which governs the employment relationship for Adult Educators and Coordinators who work for the College.

MEMORANDUM OF UNDERSTANDING

It is hereby agreed to by and between the Board of Trustees of Community College District No. 508 and the American Federation of State, County and Municipal Employees, Council 31, on behalf of its Local 3506 Adult Educators and Coordinators as follows:

The Board agrees that it will not utilize the procedures set forth in Article VIII, Section 1 (b) of the collective bargaining agreement except for non-probationary employees who have not continued to teach satisfactorily. The Board and the Union agree to meet and discuss what is appropriate teaching evaluation to be used under Article VIII, Section 1 (b) of the collective bargaining agreement.

SIDE LETTER OF UNDERSTANDING

April 7, 2003

Mr. Michael Newman
AFSCME Council 31
29 N. Wacker Drive
Chicago, Illinois 60606

Re: City Colleges of Chicago – Adult Educators (Local 3506)
Joint Advisory Committee on Non-Classroom Duties

Dear Mr. Newman:

In connection with the current collective bargaining negotiations regarding the above unit, this is to confirm our agreement that, conditioned upon a new collective bargaining agreement being executed, there shall be a Joint Advisory Committee on Non-Classroom Duties, for the purpose of considering and making recommendations to the parties concerning the non-classroom duties of adult educators (such as paperwork, etc.). There shall be no more than six (6) bargaining unit and six (6) administration members of the Committee; provided, that there shall be no more than two (2) bargaining unit members or two (2) administration members from any one College. Bargaining unit members of the Committee shall be compensated for time spent in joint committee meetings, via a method to be determined by the administration. Upon completion of its function to consider and make recommendations to the parties, the Committee shall cease to exist; it is understood that such subject matters may still thereafter be considered and discussed informally and at labor-management committee meetings.

Sincerely yours,

Alan M. Levin
Attorney for City Colleges of Chicago

Agreement Confirmed By:

Michael Newman

SIDE LETTER OF UNDERSTANDING

March 15, 2003

Mr. Michael Newman
AFSCME Council 31
29 N. Wacker Drive
Chicago, Illinois 60606

Re: City Colleges of Chicago – Adult Educators (Local 3506)
Make-up Assignments

Dear Mr. Newman:

This is to advise you that, in order to enable adult educators who have missed a class assignment due to illness or injury to make up for the income so lost, the administration of City Colleges intends to implement the following practice, where feasible:

Such an adult educator who has previously elected in writing to be available to substitute for adult educators who miss class assignments will normally be placed on a list of possible substitute teachers for upcoming missed classed assignments within the current calendar week within his or her College and normal subject of teaching. When a need for such a substitute arises, the College will normally make a good faith effort to select an adult educator from among those who are so eligible, are qualified, have so elected to substitute, and are immediately reachable and available for the particular assignment, on a rotating basis in the order in which the individual was added to the then-current list.

Sincerely yours,

Alan M. Levin
Attorney for City Colleges of Chicago

Agreement Confirmed By:

Michael Newman

SIDE LETTER OF UNDERSTANDING

May 1, 2003

Mr. Michael Newman
AFSCME Council 31
29 N. Wacker Drive
Chicago, Illinois 60606

Re: City Colleges of Chicago – Adult Educators and Coordinators (Local 3506)
Credentialing

Dear Mr. Newman:

This is to confirm that, if the State of Illinois imposes new credentialing requirements affecting Adult Educators and Coordinators covered by the Board’s collective bargaining agreement with you, and if, as a matter of law outside of our collective bargaining agreement, the Board has a legal obligation to bargain with you regarding such new credentialing or the effects thereof upon unit employees, it is our mutual understanding that you have not waived such right to bargain.

Sincerely yours,

Alan M. Levin
Attorney for City Colleges of Chicago

Agreement Confirmed By:

Michael Newman

SIDE LETTER OF UNDERSTANDING

May 1, 2007

Mr. Michael Ross
AFSCME Council 31
29 N. Wacker Drive
Chicago, Illinois 60606

Re: City Colleges of Chicago – Adult Educators (Local 3506)

Dear Mr. Ross:

In connection with the current collective bargaining negotiations regarding the above unit, this is to confirm:

1. It is our mutual intention that, within sixty days of ratification of the new collective bargaining agreement by both parties, there shall be a Central Labor/Management Committee meeting, the agenda of which shall include (a) best practices in adult education registration, and (b) academic issues, which may include calendar, professional development, student performance standards and other issues.

2. Management will make a good faith effort not to schedule classes on Saturday or Sunday of holiday weekends (i.e., where the preceding Friday or following Monday is a holiday, or where it is the weekend following Thanksgiving), and to schedule at another time classes that would have been held on such days, provided that this does not result in additional cost or lost revenue to City Colleges.

Sincerely yours,

Alan M. Levin
Attorney for City Colleges of Chicago

AGREEMENT

between

The Board of Trustees of

Community College

District No. 508,

County of Cook, State of Illinois

and

The American Federation of

State, County and Municipal

Employees, Council 31,

AFL-CIO, and its Local No. 3506

COORDINATORS

July 1, 2006 – June 30, 2010

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COORDINATORS' AGREEMENT

This Agreement is entered into as of the 1st day of July, 2002, by and between the Board of Trustees of Community College District No. 508, County of Cook, State of Illinois, (hereinafter called the "Employer" or the "Board" or "College") and the American Federation of State, County and Municipal Employees Council 31, AFL-CIO (hereinafter called the "Union"), for and on behalf of itself and its Local No. 3506. It is the purpose of this Agreement to promote harmonious relationship between the Board and its employees, to establish means to minimize and provide for the resolution of disputes, and to establish wages, hours, terms and conditions of employment.

Article I -- UNION RIGHTS

Section 1: Recognition

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, terms and conditions of employment for all coordinators, but excluding adult educators, training specialists, evening high school supervisors, assistant evening high school supervisors, short term employees, coordinators historically represented by the Cook County College Teachers Union, Local 1600, AFT, AFL-CIO, and others excluded by the Illinois Educational Labor Relations Act. Disputes over the performance of work by persons not included in the bargaining unit will be resolved pursuant to provisions of the Illinois Educational Labor Relations Act.

Section 2: Union Exclusivity

The Board shall not negotiate with any other employee organization or its representatives on matters pertaining to the wages, hours, terms and conditions of employment of the employees covered by this Agreement. Nor shall the Board negotiate with those employees over their wages, hours, terms and conditions of employment, or interfere with the rights and responsibilities of the Union as established by the Illinois Educational Labor Relations Act.

Section 3: Right of Access

Union stewards, local Union officers and representatives will be permitted to enter Board owned properties at reasonable times provided that before entering any such properties the Union official shall give reasonable advance notice to the President of the home college campus or his/her designee(s) and further provided that such access shall not interfere with the Board's operation of its classes, programs and facilities.

Section 4: Bulletin Boards

The Board shall provide a bulletin board at or near the Adult Education Program office for use by the Union in posting official notices at each Board operated facility where bargaining unit members are regularly assigned to perform bargaining unit work, which facility is both controlled and operated by the Board. Under no circumstances shall notices or other materials of a political, partisan, religious or defamatory nature be posted on the Union's bulletin boards.

Section 5: Union Convention Delegates

With at least thirty (30) calendar days' notice, official employee delegates not to exceed 10% of the Unit will be released to attend State and International AFSCME conventions. The number of such official delegates shall be limited by the Union's State and International Constitutions. Any employees thereby unable to meet their assignments shall be paid for any lost time at their regular hourly rate.

Section 6: Information Provided to Union

Monthly, the Board shall notify the Union, in writing, of the following personnel transactions involving bargaining unit employees: names, date of hire, employment status (including changes), hours of work, Social Security numbers, addresses, phone numbers, and campus locations. The Board will cooperate with the Union in endeavoring to provide this information via computer. Each module, the President of each College shall provide the Union with a site roster.

Section 7: Distribution of Literature

The distribution of Union literature shall be permitted by employees during their non-working hours; provided that such distribution shall not interfere with the Board's operation of its classes, programs and facilities. The Union also shall have the right to place official Union notices in any mailboxes of bargaining unit members.

Section 8: Conference and Meeting Rooms

The Union shall be permitted to use telephones and conference and meeting rooms for Union meetings upon 24-hour advance notice to the President of the home college campus or his/her designee(s); provided that such use does not interfere with the College's operation of its classes, programs and facilities. Approval of such requests shall not be unreasonably withheld. Telephone use shall not include any long distance calls at the Board's expense.

Article II -- MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and Constitution of the State of Illinois and the United States of America, including, but without limiting the generality of the foregoing, the right:

- (a) To manage, organize and retain administrative control of the College, its properties and facilities, and the activities of its employees; to determine the function and purpose of the College;
- (b) To direct the work of its employees and determine the time and hours of operation, the kinds and levels of services to be provided, and the methods and means of providing services;
- (c) To hire all employees; to determine their qualifications and the conditions for their continued employment; and to direct, assign, and transfer employees;
- (d) To establish educational policies, goals and objectives; to determine standards of service; to insure rights and educational opportunities of employees; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of College operations;
- (e) To build, move or modify facilities; establish budget procedures and determine budgetary allocations; to determine the methods of raising revenue; and to take action on any matter in the event of an emergency; and
- (f) To exercise and control all matters of inherent managerial policy.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States of America.

Article III -- PROHIBITED ACTIONS

Section 1: Discrimination

The Board agrees not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital status, age, national origin and mental and/or physical handicap or disability and political affiliation, all as defined by state and federal law. The Board also agrees not to discriminate against any employee on the basis of sexual orientation.

Section 2: Union Activity

The Board agrees not to interfere with, restrain or coerce any employee in the exercise of rights to organize, form, or assist unions as permitted by the Illinois Educational Labor Relations Act.

Section 3: Legal Rights

The Board agrees not to violate any employee's Constitutional or statutory rights.

Article IV -- UNION SECURITY

Section 1: Checkoff

The Board agrees, upon the written authorization of an employee, to withhold any dues, payments or contributions payable to the Union, PEOPLE or Union sponsored benefit programs. Authorizations shall be irrevocable for the term of the Agreement, unless canceled by an employee not earlier than ninety (90) days or later than (60) days prior to the expiration date of this Agreement. Employees' requests for withholding shall be made on a form agreed to by the parties and implemented within thirty (30) calendar days of receipt of such request. Each pay period a list of the employees' names, addresses, Social Security numbers, and the amount deducted for each employee shall be remitted to the Union at the address designated in writing to the Board by the Union. The Board and Union shall regularly hold consultations, but at least every ninety (90) days, about maintaining timely records and communicating changes in membership. Furthermore, the Union shall notify the Board of any increase in dues or the other deductions in writing at least thirty (30) days prior to any effective date.

Section 2: Fair Share

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share in accordance with state law, 115 ILCS 5/1 et seq., and the Rules and Regulations of the Illinois Educational Labor Relations Board, for the costs of the collective bargaining process, contract administration, and the pursuance of matters affecting wages, hours, terms and conditions of employment. The fair share payment, as certified by the Union, shall be deducted by the Board from the earnings of the non-member employees. The aggregate deduction of the employees and a list of their names, addresses, Social Security numbers and the amount deducted for each employee shall be remitted monthly to the Union at the address designated in writing to the Board by the Union. The Union shall advise the Board of any increase in fair share fees in writing at least thirty (30) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members. Should any employee be unable to pay his/her contributions to the Union because of bona fide religious tenets or teaching of a church or religious body of which the employee is a member, such amount equal to his/her fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from a list of charitable organizations established by the Illinois Educational Labor Relations Board. Each month the employee will furnish the Union with a written receipt showing that such payment has been made.

Section 3: Indemnification

The Union shall indemnify, defend, and hold the Board harmless against any claim, demand, suit or liability arising from any action taken by the Board in complying with this Article.

Article V -- LABOR/MANAGEMENT COMMITTEE

For the purposes of creating harmonious and open communications between the Union and the Board, the staff representative of the Union and the Board's Chancellor or his/her designee(s) shall meet at least twice (preferably three times) a year (preferably one per semester) to discuss any problems of mutual concern. In addition to the Local Union President, the Union shall have in attendance one representative from each Adult Education campus including learning centers. In addition to the Chancellor or his/her designee, the Board shall have in attendance the Deans of Adult Education of each College, or his/her designee, and the Associate Vice Chancellor of Adult Education or his/her designee. One agenda item for the first such "Central Labor/Management Committee" shall be to establish procedures for holding regular labor/management meetings at each campus location.

Article VI -- WORKING CONDITIONS

Section 1: Assignment of Bargaining Unit Work

If the Board decides to materially alter the scope or content of bargaining unit work, the Employer shall give the Union and affected employees thirty (30) days advance notice, if practicable, but in any event reasonable advance notice, and shall bargain over the impact of such changes on affected employees. It is the intent of the parties that such bargaining shall begin as promptly after notice as possible.

Where the Board establishes additional requirements for a bargaining unit position, it shall afford incumbent employees a reasonable period of time to meet the additional requirement for the position.

Section 2: Staff Development

The Board and the Union recognize the need for the training, development and continuing education of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their academic potential. In recognition of this principle the Board will provide reasonable access to information and opportunities for orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in the employees' work assignments, and developmental activities known to the Board. Whenever possible, the Board will also provide information to employees regarding conferences sponsored by such organizations including but not limited to AAACE, IACEA, TESOL, and ALRC.

The Board will compensate employees for attending assigned professional development activities approved by the College(s). While attending such activities employees shall be compensated at the appropriate hourly rate. In addition, employees shall be reimbursed the registration fee and transportation costs associated with development activities which have been initiated by the employee but which have not been assigned, but have been approved in advance by their supervisor, upon the submission of appropriate documentation. It is understood that the posting or dissemination of information regarding staff development activities by the College(s) shall not constitute an assignment or approval. In the absence of coordinator-specific professional development, the Board may, in its discretion, elect to compensate employees for regularly scheduled hours missed by reason of attending, or for Saturday hours attending, one or more conferences presented by professional organizations such as AAACE, IACEA, TESOL or ALRC.

Section 3: Materials and Equipment

The employer shall endeavor to provide a work space and such materials and equipment as are reasonably necessary for the performance of the employee's professional duties. Employees shall not be required to produce or supply necessary materials or equipment at their own expense.

Employees will be entitled to use Board facilities, when work related, including faculty washrooms; staff lunch rooms; computer labs and other technology resources as needed; copying machines; parking facilities; audio visual equipment; and learning resource centers.

Coordinators shall not be accountable for theft or breakage of materials and equipment which was not caused by their negligence.

If bargaining unit employees are required to use their personal vehicles for Board business, they shall be compensated at the applicable rate per mile paid to members of this bargaining unit by the Employer.

Section 4: Orientation

The Board will provide new employees with orientation. Union representatives will be allowed to provide a union orientation during the presentation. Other employees who are directed to participate in orientation of new employees shall be paid at the appropriate rate of pay. Campus Union representatives shall be notified of all new hires within a reasonable time after their date of hire. The Board similarly agrees to provide a list, by campus, of all employees and their assignments on the first day of the new semester to the local Union officers.

Section 5: Job Classification

Employees shall be properly classified based on the duties they regularly perform. Assigned duties shall be reasonably within the scope of the duties enumerated for the classification. During the life of this Agreement, the Employer shall not change the duties of current employees for the purpose of reducing their pay.

A new employee who believes he/she is improperly classified as a coordinator may request that the Human Resources Department perform an audit to determine whether he/she is performing the essential duties of another classification, subject to the grievance procedure.

The parties agree that a committee made up of an equal number of representatives from both parties shall meet to further refine and make recommendations to the Chancellor regarding the job classifications referred to in this Agreement. The parties recognize that significant differences exist between all the campuses and, therefore, this factor shall be considered as an inherent aspect of the classifications.

Section 6: Working Out of Classification

- (a) A coordinator I or II who is directed by his supervisor to substitute continuously for more than two (2) weeks, for a higher classified coordinator, who is temporarily unable to perform his/her job, shall be paid at the higher pay rate of that classification for as long as the employee performs as a substitute.
- (b) A coordinator I or II who contends that he has been performing the essential duties of a higher classified coordinator continuously for more than 60 days may request that the Human Resources Department conduct an audit to determine his/her proper classification, subject to the grievance procedure. If it is

determined that the employee has been working out of classification, he/she shall be entitled to the higher rate of pay from the date the audit was requested.

Section 7: Change in Requirements

Where the Board establishes additional requirements for a bargaining unit position, it shall afford incumbent employees a reasonable period of time to meet the additional requirements for the position.

Section 8: Conflicts of Interest

No person employed as a coordinator under this Agreement may hold any position with a site provider, including a position for pay, as a member of the Board of Directors, or as a volunteer, except where:

- (a) that site provider is the State of Illinois or any political subdivision thereof, and
- (b) the coordinator's ability to perform the job of coordinator for City Colleges is not impaired by his/her relationship with the other site provider.

Article VII -- PERSONNEL FILES

Section 1: Official File and Examination

The Board shall maintain an official personnel file for each employee at the employee's college campus. Upon twenty-four (24) hours written notice, employees and/or their authorized Union representatives, if authorized by the employees, shall have the right to review and copy the contents of their personnel files during regular business hours. A copy of anything placed in the file will be sent to the employee. The official personnel file shall contain all documents which may be used as the basis for personnel actions; but materials unintentionally excluded from the personnel file may nevertheless be used as the basis for personnel actions if the employee has no objections or is given an opportunity to review and respond to the material prior to its being used as a basis for a personnel action. This Section shall supplement whatever rights employees may have under the law.

Section 2: Employee Notification

A copy of any document which is placed in the personnel file shall be served upon the employee (the employee so noting receipt) or sent certified mail (return receipt requested) to his/her last address appearing on the records of the College. In addition to their right to grieve, employees shall have the right to rebut any material placed in their personnel files. Upon an employee's request, the employee's rebuttal shall be placed in his/her personnel file. Additionally, no records may be removed from the personnel file unless the employee has been so notified and given a copy of the record.

Section 3: Telephone Numbers, Addresses

Each employee is obligated to provide in writing his/her current telephone number and address. Such information shall be provided in duplicate to the employee's program director on a form designated by the Board, with one copy being signed and returned by the Board's representative. Notices of changes received by the Board shall be promptly recorded on its records. Without an employee's permission, the Board shall not release an employee's telephone number and/or address to non-work related persons or organizations except to government agencies for work related purposes or as required by law.

Article VIII -- SENIORITY

Section 1: Probationary Period

All new employees, former employees hired after loss of seniority, and existing employees who change colleges (unless there is no substantial change in the duties of the position), shall be considered probationary employees until they have worked for City Colleges for thirty-two (32) weeks (sixteen (16) weeks in the case of such existing employees who change colleges). During an employee's probationary period, the employee shall not have access to the grievance procedure for disciplinary matters or earn seniority; provided, however, that existing employees changing colleges who do not successfully complete the new probationary period shall not suffer a loss in seniority.

Upon successful completion of the probationary period as set forth above, the employee shall acquire seniority which shall be retroactive to his/her most recent date of hire by the Board, subject to Article VIII, Section 2.

Section 2: Seniority

Seniority shall consist of an employee's length of continuous service from the most recent date of hire into the titles of Coordinator, Adult Educator, or any successor titles thereto, or as a City Colleges employee performing the work of said titles. Seniority shall be lost for any of the following reasons:

- (i) Voluntary resignation or retirement;
- (ii) Failure to report to work after a leave of absence;
- (iii) Termination for cause;
- (iv) If the employee is laid off for a period in excess of one (1) year;
- (v) If the employee fails to report or make arrangements with the Employer to report to work after layoff within three (3) days after being notified to report to work. Such notification shall be sent to the employee's last address as recorded in the Office of Human Resources. It shall be the employee's responsibility to leave a forwarding address with the Office of Human Resources if the employee will not be at the last address.

Any employee who leaves the bargaining unit (other than because of discharge) but returns within twelve (12) months will retain all accumulated seniority. This period may be extended by mutual agreement of the parties.

Section 3: Filling Vacancies

- (a) Whenever the Board decides to meet a staffing need by filling a vacant position, or whenever the Board decides to establish a new position, the Board shall post a notice of such vacancy. The notice shall be posted at the District Office (in the

Human Resources Department) at a place accessible to employees during regular business hours, on the District-wide web page and at each Board operated facility where bargaining unit members are regularly assigned to perform bargaining unit work, which facility is both controlled and operated by the Board. Notices shall remain posted ten (10) calendar days and shall state the days, hours, college location and nature of the assignment. A copy of the posting shall also be sent to the Union. Employees interested in being considered for such vacancy shall apply in accordance with the procedures outlined in the notice.

- (b) In filling a vacancy at a particular college under paragraph (a) above, the Board will consider the skill, ability and seniority of Coordinators at the college who apply to fill the vacancy when determining who is best qualified for the vacancy; however, another applicant with demonstrably superior skill and ability may be hired for the vacancy.
- (c) Nothing shall preclude a college from assigning a person to perform the functions of the vacant or new position on a temporary basis while posting and filling the positions on a permanent basis.

Section 4: Layoff and Recall

Management shall determine work force needs, including the elimination of positions or otherwise reducing its manpower.

Article IX -- DISCIPLINE

Disciplinary action will consist of oral or written reprimands, suspensions and terminations for just cause. The Board and Union agree that discipline should be progressive and corrective, but the parties recognize that the severity and nature of misconduct may justify more severe discipline. Discipline shall be imposed as soon as practicable after the Board becomes aware of the circumstances giving rise to the discipline, and shall be imposed in a confidential manner. In any event, the actual date on which discipline commences may not exceed forty-five (45) days after the Board became aware of the incident.

Before disciplining an employee, a Board representative will meet with and inform him/her of the events giving rise to the discipline and the contemplated action to be taken, and the employee will be given an opportunity to respond before discipline is imposed. The employee shall be informed of his/her right to Union representation: (a) prior to any meeting to discuss discipline; (b) prior to any meeting which would reasonably be expected to lead to discipline of the employee; and (c) during a meeting at such point as it becomes apparent that the meeting might lead to discipline of the employee; and whenever practicable the Board shall notify the Union in advance of such a meeting. Any meeting to discuss discipline shall occur during the employee's regular work schedule.

Article X -- LEAVES OF ABSENCE

Section 1: Leaves of Absence

In cases of death in the immediate family or the serious illness of an employee or his/her immediate family, upon written request, a non-probationary employee who has not been given notice of termination will be granted an unpaid leave not to exceed two (2) semesters or the equivalent thereof. Satisfactory proof of such death or illness must be provided to the Board. Immediate family will be defined as the employee's parents, including mother-in-law, father-in-law, spouse, brothers, sisters, children, grandparents, grandchildren and any household member.

Upon three week's advance written request and with the approval of the Employer, non-probationary employees may be granted unpaid leaves of absence up to two (2) weeks per year. Requests for such unpaid leaves of absence shall not be unreasonably denied. All leaves may be extended by mutual agreement, in writing.

Upon return from an approved leave, the Employer will return a non-probationary employee to the same assignment held by him/her prior to the leave if possible, or, if not, to a similar assignment if reasonably possible. In the event reassignment to the same assignment is not reasonably possible, and a similar assignment is not reasonably possible, the Employer shall give non-probationary employees returning from leaves of absence priority for new assignments only at their college over new and probationary employees, assuming the employee has the skill and ability to perform the work.

Section 2: Jury Duty

An employee summoned for jury duty will be paid for those hours the employee is unable to work by reason of his service if:

- (a) The Employee presents the original jury summons to the Board within ten (10) days of receipt to enable scheduling of a substitute.
- (b) The employee surrenders the compensation check for jury duty.

Section 3: Bereavement Leave

In cases of death in the immediate family an employee shall be allowed five (5) days paid leave. Immediate family may be defined as the employee's parents, spouse, brothers, sisters, children, grandparents, grandchildren or any household member. The Board may grant exceptions in specific cases.

Article XI -- WAGES AND BENEFITS

Section 1: Wages

Effective on each of the following effective dates, hourly wage rates shall be as follows:

<u>Years of Service</u>	<u>July 1, 2006*</u>	<u>July 1, 2007</u>	<u>July 1, 2008</u>	<u>July 1, 2009</u>
<u>Coord #3</u>				
0-2	\$24.03	\$24.57	\$25.12	\$25.87
3-6	25.65	26.23	26.82	27.62
7-9	27.49	28.11	28.74	29.60
10-14	28.74	29.39	30.05	30.95
15+	30.18	30.86	31.55	32.50
<u>Coord #2</u>				
0-2	19.66	20.10	20.55	21.17
3-6	21.92	22.41	22.91	23.60
7-9	24.18	24.72	25.28	26.04
10-14	26.17	26.76	27.36	28.18
15+	27.42	28.04	28.67	29.53
<u>Coord #1</u>				
0-2	18.16	18.57	18.99	19.56
3-6	20.42	20.88	21.35	21.99
7-9	22.71	23.22	23.74	24.45
10-14	24.99	25.55	26.12	26.90
15+	25.83	26.41	27.00	27.81

*The hourly rates effective July 1, 2006 will be paid retroactively to all employees who are actively employed on the date of ratification.

The foregoing table of wage rates incorporates the following wage increases as of the following effective dates:

Effective July 1, 2006*	Four (4%) Percent*
Effective July 1, 2007	Two and One Quarter (2.25%) Percent
Effective July 1, 2008	Two and One Quarter (2.25%) Percent
Effective July 1, 2009	Three (3%) Percent

*Paid retroactively to all employees who are actively employed on the date of ratification.

Section 2: Paid Holidays

- (a) Employees shall be paid when a regular holiday, as defined and established by the Board, falls on a day when they would otherwise be scheduled to work.
- (b) Pay shall be based on the number of hours the coordinator would have been scheduled to work but for the holiday.
- (c) Employee shall not be entitled to pay when they cannot perform their job functions due to events beyond the Board's control.

Section 3: Insurance

Subject to any insurer's enrollment dates, employees hereafter will be permitted to purchase Board designated medical, dental, and vision insurance plans for themselves and their immediate family, as defined by the insurers. Payroll deductions shall be available for participation in these programs.

Section 4: Tax Sheltered Annuities

Employees shall be permitted to participate in the tax sheltered annuity programs which the Board makes available to other employees.

Section 5: Tuition Waiver

After six (6) modules or three (3) semesters, whichever is applicable, the Board will waive the cost of tuition for one (1) College course taken at any one time by the employee while he/she is actively working for the Board. For employees who worked the immediately preceding four (4) modules, four (4) sub-terms or two (2) semesters, the Board also will waive the cost of tuition for College courses taken during the immediately following summer session.

Section 6: Advanced Degrees

Employees who have advanced degrees (masters' degrees or higher) from an accredited institution in the United States or another institution approved by the Board in the areas of Education, Curriculum Development, Adult Basic Education, Linguistics, and other related areas shall be paid an additional stipend of \$600.00 per year.

Section 7: Overtime

Employees shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate for all time worked in excess of forty (40) hours in the workweek. Payment for such overtime may be made in the form of compensatory time at the discretion of the Employer.

Section 8: Scheduled Hours

The maximum number of hours for which a Coordinator may be regularly scheduled will be thirty (30) hours per week. Any hours worked in excess of thirty (30) and less than forty (40)

in one workweek shall be paid at the straight-time hourly rate. Payment for such time may be made in the form of compensatory time at the discretion of the Employer. There shall be no arbitrary and/or capricious changes to the regular schedule of the Coordinator. Coordinators will be informed in writing of any changes in their regular schedules.

Section 9: Retention Differential

At the end of the summer of each year of this Agreement, employees shall be paid a retention differential based on the following formula:

Years of Service	540 Hrs/Yr (12 Hrs/Wk)	732 Hrs/Yr (16 Hrs/Wk)	924 Hrs/Yr (20 Hrs/Wk)	1116 Hrs/Yr (24 Hrs/Wk)	1395 Hrs/Yr (30 Hrs/Wk)
13 + Years	24 Hours of Pay	32 Hours of Pay	41 Hours of Pay	54 Hours of Pay	60 Hours of Pay
10 to 13 Years	20 Hours of Pay	26 Hours of Pay	33 Hours of Pay	39 Hours of Pay	46 Hours of Pay
7 to 10 Years	16 Hours of Pay	21 Hours of Pay	26 Hours of Pay	31 Hours of Pay	36 Hours of Pay
5 to 7 Years	11 Hours of Pay	15 Hours of Pay	19 Hours of Pay	23 Hours of Pay	26 Hours of Pay
3 to 5 Years	5 Hours of Pay	6 Hours of Pay	9 Hours of Pay	10 Hours of Pay	11 Hours of Pay

Effective July 1, 2007, the following column (for 8 hrs/wk) shall be inserted in the above table:

Years of Service	354 hrs/yr (8 hrs/wk)
13+ years	14 hrs of pay
10 to 13 years	11 hrs of pay
7 to 10 years	8 hrs of pay
5 to 7 years	6 hrs of pay
3 to 5 years	3 hours of pay

The foregoing tables apply to Colleges where the academic year consists of forty-eight (48) or more weeks. Where the employee’s College has a full academic year that consists of fewer than forty-eight (48) weeks but at least forty (40) weeks: The minimum annual hours for eligibility, but not the weekly hours, set forth in the column headings of the foregoing table (e.g., “732 hrs/yr”), shall be pro-rated based upon the ratio of (i) the number of weeks in the full academic year of that College to (ii) forty-eight (48). For example, if the full academic year of a College is forty (40) weeks, then “610” shall be substituted for “732” above, and if the full academic year of a College is forty-four (44) weeks, then “671” shall be substituted for “732” above. Consistent with this paragraph, the following tables set forth the retention differential

where the academic year consists of fewer than forty-eight (48) weeks but at least forty (40) weeks, effective July 1, 2007:

TABLE C-44 – Coordinators at Colleges with 44-week Academic Year

Years of Service	325 Hrs/Yr (8 Hrs/Wk)	495 Hrs/Yr (12 Hrs/Wk)	671 Hrs/Yr (16 Hrs/Wk)	847 Hrs/Yr (20 Hrs/Wk)	1023 Hrs/Yr (24 Hrs/Wk)	1279 Hrs/Yr (30 Hrs/Wk)
13 + Years	14 Hours of Pay	24 Hours of Pay	32 Hours of Pay	41 Hours of Pay	54 Hours of Pay	60 Hours of Pay
10 to 13 Years	11 Hours of Pay	20 Hours of Pay	26 Hours of Pay	33 Hours of Pay	39 Hours of Pay	46 Hours of Pay
7 to 10 Years	8 Hours of Pay	16 Hours of Pay	21 Hours of Pay	26 Hours of Pay	31 Hours of Pay	36 Hours of Pay
5 to 7 Years	6 Hours of Pay	11 Hours of Pay	15 Hours of Pay	19 Hours of Pay	23 Hours of Pay	26 Hours of Pay
3 to 5 Years	3 Hours of Pay	5 Hours of Pay	6 Hours of Pay	9 Hours of Pay	10 Hours of Pay	11 Hours of Pay

TABLE C-40 – Coordinators at Colleges with 40-week Academic Year

Years of Service	295 Hrs/Yr (8 Hrs/Wk)	450 Hrs/Yr (12 Hrs/Wk)	610 Hrs/Yr (16 Hrs/Wk)	770 Hrs/Yr (20 Hrs/Wk)	930 Hrs/Yr (24 Hrs/Wk)	1163 Hrs/Yr (30 Hrs/Wk)
13 + Years	14 Hours of Pay	24 Hours of Pay	32 Hours of Pay	41 Hours of Pay	54 Hours of Pay	60 Hours of Pay
10 to 13 Years	11 Hours of Pay	20 Hours of Pay	26 Hours of Pay	33 Hours of Pay	39 Hours of Pay	46 Hours of Pay
7 to 10 Years	8 Hours of Pay	16 Hours of Pay	21 Hours of Pay	26 Hours of Pay	31 Hours of Pay	36 Hours of Pay
5 to 7 Years	6 Hours of Pay	11 Hours of Pay	15 Hours of Pay	19 Hours of Pay	23 Hours of Pay	26 Hours of Pay
3 to 5 Years	3 Hours of Pay	5 Hours of Pay	6 Hours of Pay	9 Hours of Pay	10 Hours of Pay	11 Hours of Pay

Section 10: Funds for Professional Development

After two full years of employment, Coordinators who are regularly scheduled to work 16 hours or more shall be entitled to apply for reimbursement of professional development expenses as set forth herein.

The Board and the Union agree that each year the sum of \$3,000 shall be provided as a pool from which Coordinators may apply for reimbursement for course or program expenses. The reimbursement amount shall not exceed \$1,000 per person, per fiscal year. Coordinators may not apply unless they have received the written approval of their College President, in advance, of the course or program taken. Expenses will only be approved for work related to the Adult Education Program. The Board will endeavor to allocate the available resources fairly among the campuses and applying coordinators. Any unused fund will be carried over and made available in the next fiscal year.

Section 11: Paid Excused Absence

Coordinators with three (3) or more years of service who are regularly assigned to work twelve (12) or more hours per week throughout each semester (and who did so throughout the preceding fiscal year) shall be entitled to receive two (2) paid excused absences due to personal illness or injury per fiscal year. Payment for an excused absence will be equal to the number of hours of work regularly assigned each day, not to exceed a total of six (6) hours (four (4) hours in the case of a Coordinator whose weekly work schedule is at least twelve (12) but less than twenty four (24) hours) at the employee's regular hourly rate of pay. In order to be eligible for payment, the employee must notify the Adult Education Dean or his or her designee at least three (3) hours before the scheduled start of work, and, where abuse is suspected, may be required to provide proof of inability to work due to illness or injury. Where circumstances prevent the employee from providing such notice at such time, the employee must give notice as soon thereafter as possible. Unused paid time off under this Section will not be paid for and may not be carried over to subsequent years.

Effective July 1, 2007, one of the foregoing two annual paid absences may be used for personal reasons other than personal illness or injury, provided that the employee schedules the personal day at least one week in advance with management approval. Effective July 1, 2008, the daily cap of four (4) hours set forth above shall be increased to six (6) hours.

Section 12: Personal Care Payments

Effective as of the following dates, the Board shall pay the monthly amount set forth below for the benefit of a total of not to exceed one hundred and twenty eight (128) employees (from the Adult Educator and Coordinator bargaining units, combined) for their personal care.

<u>Effective Date</u>	<u>Monthly Amount</u>
July 1, 2006	One Hundred (\$100) Dollars
July 1, 2007	One Hundred and Five (\$105) Dollars
July 1, 2008	One Hundred and Fifteen (\$115) Dollars
July 1, 2009	One Hundred Twenty Five (\$125) Dollars

In order to be eligible to receive such personal care payments, a Coordinator must either (1) both (a) be paying for coverage under a group health insurance plan offered by the Board, and (b) have been so paying as of May 1, 2003, or (2) both (a) be paying for coverage under a group health insurance plan offered by the Board and (b) be regularly scheduled to work twenty four (24) or more hours per week. If the number of eligible employees (combining Adult Educators and Coordinators) exceeds the maximum number of employees set forth in the foregoing paragraph, then the employees who shall receive such payments shall be determined in order of seniority (combining Adult Educators and Coordinators for this purpose).

Article XII -- GRIEVANCE AND ARBITRATION

Section 1: Grievance Definition

A grievance is defined as a claim that the Board has misinterpreted or misapplied the terms of this Agreement or Board Rule 3.10.2 as adopted or amended by the Board.

Section 2: Employee Filing and Participation

Grievances may be filed by an employee, or by the Union (a) on behalf of a group of employees, (b) with an individual employee's permission, or (c) on behalf of itself as to terms specifically applicable to its rights and responsibilities. Either party may have the grievant or one grievant representing a group present at all steps of the procedure. An employee or group of employees may present grievances to the Board and have them adjusted without the intervention of the Union so long as the adjustment is not inconsistent with this Agreement and the Union has been given an opportunity to be present as such adjustment.

Section 3: Grievance Processing

Pre-Grievance

Before filing any grievance, the grievant is encouraged to make every effort to resolve the matter by discussing it with his/her Adult Education Dean or his or her designee. The steps set forth below are to be followed for matters not resolved by such discussions.

Grievance Procedure

Step 1 – College President Level

The grievance shall be filed at Step 1 by submitting it in writing to the President of the College or his/her designee within thirty (30) calendar days after the occurrence or event giving rise to the grievance or the employee knew or should have known of such occurrence or event. The grievance form should be mutually agreed upon by the Board and the Union and provided by the Union, and shall contain a statement of the grievant's claim, the Section(s) of the Agreement allegedly violated, the date of the alleged violation and the relief sought and the date submitted. The Dean or his/her designee shall indicate thereon whether the grievant's claim has been discussed prior to filing the grievance. Within ten (10) calendar days after the grievance is presented in writing, the President of the College or his/her designee shall discuss it with the grievant and answer it in writing within ten (10) calendar days after such discussion. If the claim has been previously discussed with an Employer representative who has so indicated by signing the grievance form, that individual may not be the College President's designee for Step 1. If no response is given within the time allowed, the grievance will be considered to have been denied.

Step 2 – District Office Level

If the grievance is not resolved at Step 1, the grievance may be appealed in writing to the Board's Chancellor or his/her designee with fifteen (15) calendar days after receipt of the Step 1 response. Within fifteen (15) calendar days after receipt of the grievance at the district office,

the parties shall discuss it in an attempt to resolve the grievance. The Chancellor or his/her designee shall give a written response within ten (10) calendar days following the discussion. If no response is given within the time allowed, the grievance will be considered to have been denied.

Step 3 – Arbitration

Any grievance not resolved at Step 2 may be appealed to arbitration by the Union. Such an appeal shall be made in writing to the Board's Chancellor or his/her designee within thirty (30) calendar days after either the date on which the answer in Step 2 is given or that date on which such answer was due, if no answer was given. If a grievance is appealed to arbitration, representatives of the Board and the Union shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after the appeal is received, the parties shall request the American Arbitration Association to submit a list of nine (9) arbitrators for selection under its Voluntary Rules for Labor Arbitrations. Either party shall have the right to reject one (1) panel of arbitrators. The Arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Board and Union Representatives. The parties shall attempt to arrive at a joint stipulation of the facts and issues to be submitted to an arbitrator. No more than one grievance may be submitted to an arbitrator at any one time without the consent of the other party. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement. The decision and award of the arbitrator shall be final and binding on the Board, the Union and the employee(s) involved.

Section 4: Time Limits

The date of filing, answering and appealing any grievance shall be the day when the matter is delivered in person, faxed or deposited in the United States mail, as evidenced by the postmark. Grievances may be withdrawn at any step of the procedure without prejudice. Grievances not appealed within the designated time limits shall be treated as withdrawn. Grievances not discussed or answered by the Board within the designated time limits may be appealed to the next step of the grievance procedure. The time limits at any step or for any hearing may be extended by mutual agreement of the parties.

Section 5: Advance Grievance Filing

By mutual agreement between the Board and the Union, grievances which by their nature cannot be resolved at preliminary steps of the grievance procedure or would become moot due to the length of time necessary to exhaust the grievance steps may be filed at an advanced step of the grievance procedure.

Section 6: Information Requests

The Board recognizes the legal right of the union to information necessary to process grievances. Upon request the Board therefore will provide the Union with such documents, books and other information as are available and substantially pertinent to a grievance under consideration by the Union within fourteen (14) days if feasible or as soon as feasible thereafter.

Section 7: Grievance Time

At each College the Board agrees to schedule and pay one (1) employee for the equivalent of one (1) additional four (4) hour course each module or semester for purposes of handling grievances. The Board also agrees similarly to schedule and pay the Union's Chief Steward and President for the same purposes. The Union shall inform the Board's Personnel Director of the employees designated to handle such grievances and be so scheduled and paid.

Article XIII -- NO STRIKE – NO LOCKOUT

Section 1: No Strike

Disputes between the parties over the meaning or interpretation of this Agreement shall be resolved through the Grievance Procedure as provided for in Article XII or as otherwise provided for in this Agreement.

During the term of this Agreement, the Union shall not cause and shall not sanction any work stoppage, strike or slowdown. Employees who violate this provision shall be subject to disciplinary action.

Section 2: No Lockout

No lockout of employees shall be instituted by the Board during the term of this Agreement.

Article XIV -- MISCELLANEOUS

Section 1: Savings Clause

Should any Article, Section or clause of this Agreement be legislatively or judicially determined to be illegal, then said Article, Section or clause, as the case may be will become invalid to the extent that it violates the law and will be promptly renegotiated unless it has been legislatively or judicially determined to be a prohibited subject of bargaining. The remaining Article, Sections or clauses will remain in full force and effect for the duration of this Agreement if not affected by the deleted Article, Section or clause.

Section 2: Reopener

Should 115 ILCS 5/4.5 (new) be repealed in whole or in part, either party may request, upon fifteen (15) days written notice to the other party, a reopener of the collective bargaining agreement. The parties shall then bargain in good faith over those subjects which by virtue of the repeal are legal subjects of bargaining, to the extent that such bargaining is then required by law.

Section 3: Payroll Distribution

Subject to any Board policies and procedures, upon timely request the Board shall either mail employees' payroll checks directly to the address they designate or make electronic deposit of the employee's check into the employee's bank account or permit the employees to pick up their checks at a location designated by each College, according to each employee's choice.

Section 4: Employee Assistance

In accordance with the Drug Free Workplace Act, the Board shall establish a list of employee assistance programs in the Chicago area. In addition to other programs known to the Board, the Board shall consider for inclusion on that list any programs identified and recommended by the Union. Inclusion on the list is for information purposes and shall not be regarded as approval of any program listed. The Board or the President of each College or their designee(s) shall designate an appropriate Board representative at each College who will provide assistance to any employee seeking referral to an employee assistance program. Nothing in this Section shall be construed to require the Board to pay for any employee's enrollment at an employee assistance program or to provide any other benefit.

The Board will not consider the fact that an employee has sought assistance under this Section or the fact that an employee has enrolled in or completed an employee assistance program to be grounds for discipline or termination. Although the Board will consider the fact that an employee has enrolled in or completed an employee assistance program as a possible mitigating circumstance in discipline or discharge cases, nothing in this Section shall be construed to limit the Board's right to discipline or terminate any employee for poor performance, misconduct, or other legitimate reason in accordance with this Agreement and Board rules.

Section 5: Upward Mobility

The Board recognizes that employees who have performed their assignments well may be interested in applying for other positions outside the bargaining unit, and the Board encourages such employees to apply. The Board shall endeavor to post notices of all vacancies at each College and Learning Resources Center. The Board agrees to receive and consider any suggestions made by the Union to assist employees in receiving full information about vacancies and in applying for vacancies outside of the bargaining unit.

Section 6: Printing of Agreement

The Union will have this Agreement printed in booklet form. Employees shall receive a copy of the printed Agreement. The Board and the Union shall receive a reasonable number of extra copies. The Employer shall pay half the Union's costs of printing; provided the Employer is given the opportunity to proof and approve the language prior to printing. In any event, the parties intend to make the contract available for printing within two (2) months of ratification by the employees and approval by the Board, if feasible. Additionally an electronic copy shall be made available.

Section 7: Health and Safety

The Board will make available to the Union any applicable student or academic policy manuals and will endeavor to provide a safe work environment at Board facilities (not to include off campus sites).

Article XV -- DURATION OF AGREEMENT

This Agreement will be effective as of the day after it is ratified by both parties, and will continue in effect through June 30, 2010. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend or terminate this Agreement.

If such notice is timely given, and negotiations for a new Agreement are not completed by the expiration date of this Agreement, this Agreement shall continue in full force and effect until either party terminates the extended Agreement by giving the other party five (5) days written notice of its intent to terminate the extended Agreement.

IN WITNESS WHEREOF, each of the parties, by its duly authorized representative, has executed this Agreement as of the day and year first written above.

THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 31, AFL-CIO,
and its Local 3506

BOARD OF TRUSTEES OF COMMUNITY
COLLEGE DISTRICT NO. 508, County of
Cook, State of Illinois

By: _____
Michael Ross, Staff Representative

By: _____
James Tyree, Chairman

MEMORANDUM OF UNDERSTANDING

It is hereby agreed to by and between the Board of Trustees of Community College District No. 508, County of Cook, State of Illinois, and the American Federation of State, County and Municipal Employees, Council 31, on behalf of its Local 3506 Coordinators, as follows:

1. Notwithstanding the literal language of Article VI, Section 8, Conflicts of Interest, an individual may be employed as a coordinator even though he or she holds a position with a site provider, including a position for pay, or as a member of the Board of Directors, or as a volunteer, so long as the relationship is not with the site he or she is employed to coordinate.

2. The parties' intention with regard to Article VI, Section 8, is that no individual currently employed as a coordinator at a site with which the individual has a relationship shall be discharged unless that relationship impairs the individual's ability to perform the job of coordinator for the City Colleges. The City Colleges further intends, as opportunities arise, to reassign such individuals to coordinate sites within their classification, where they have no conflict of interest.

MEMORANDUM OF UNDERSTANDING

It is hereby agreed to by and between the Board of Trustees of Community College District No. 508, County of Cook, State of Illinois, and the American Federation of State, County and Municipal Employees, Council 31, on behalf of its Local 3506 Adult Educators and Coordinators as follows:

The Board agrees to add the following language to Partnership Agreements and/or in separate written notices to each site provider:

Be advised that the College is a party to a collective bargaining agreement with the American Federation of State, County, and Municipal Employees Union which governs the employment relationship for Adult Educators and Coordinators who work for the College.

CITY COLLEGES OF CHICAGO
COLLEGES, LEARNING CENTERS & ADULT EDUCATION OFFICES

DALEY COLLEGE

7500 South Pulaski
Chicago, Illinois 60652
(773) 838-7803

KENNEDY-KING COLLEGE

6301 South Halsted
Chicago, Illinois 60621
(773) 602-5340

MALCOLM-X COLLEGE

1900 West Van Buren
Chicago, Illinois 60612
(312) 850-7300

OLIVE-HARVEY COLLEGE

10001 South Woodlawn
Chicago, Illinois 60628
(773) 291-6700

HARRY S TRUMAN COLLEGE

1145 West Wilson
Chicago, Illinois 60640
(773) 907-4350

HAROLD WASHINGTON COLLEGE

30 East Lake
Chicago, Illinois 60601
(312) 553-5795

WILBUR WRIGHT COLLEGE

4300 N Narragansett
Chicago, Illinois 60634
(773) 481-8820

WESTSIDE TECHNICAL INSTITUTE

2800 South Western
Chicago, Illinois 60608
(773) 843-4500

DAWSON TECHNICAL INSTITUTE

3901 South State
Chicago, Illinois 60609
(773) 451-2169

WESTSIDE LEARNING CENTER

4624 West Madison
Chicago, Illinois 60644
(312) 850-7420

SOUTH CHICAGO LEARNING CENTER

3055 East 92nd Street
Chicago, Illinois 60617
(773) 291-6770

LAKEVIEW LEARNING CENTER

3310 North Clark
Chicago, Illinois 60657
(773) 904-4400

**HUMBOLDT PARK VOCATIONAL
EDUCATIONAL CENTER**

1645 North California
Chicago, Illinois 60647
(773) 489-8989