

COLLECTIVE BARGAINING AGREEMENT

Between

THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508

And

THE FEDERATION OF COLLEGE CLERICAL AND TECHNICAL PERSONNEL  
LOCAL 1708, PART-TIME HOURLY AND PROJECT STAFF  
AFT, IFT, AFL-CIO

July 1, 2017 – June 30, 2023

## **PREAMBLE**

This Agreement is made and entered into at Chicago, Illinois, by and between the Board of Trustees of Community College District No. 508, Chicago, Illinois, hereafter referred to as the "Board," and the Federation of College Clerical and Technical Personnel, Local 1708, American Federation of Teachers, AFL-CIO, Chicago, Illinois, hereafter referred to as the "Union."

### **ARTICLE I - UNION RECOGNITION**

- A. The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, recognizes Local 1708, Federation of College Clerical and Technical Personnel, American Federation of Teachers, AFL-CIO, or its duly recognized successor as the exclusive bargaining representative for all part-time hourly and project employees except:
1. Academic personnel, professional personnel, or other persons represented by other labor organizations;
  2. Non-academic administrative assistants;
  3. The President of the College is authorized to designate one employee who, during the normal course of his or her duties, has routine access to confidential information, concerning terms and conditions of employment of personnel employed by the Board. The Chancellor is authorized to designate not more than ten (10) such personnel at the central office who come within this category;
  4. CCC students employed while enrolled as students of a college for greater than six (6) credit hours per semester, and excludes those students who were first employees of CCC;
  5. Maintenance, custodial and lunchroom personnel, policemen, guards, watchmen, elevator operators and starters and other protective services personnel;
  6. Officers and employees who are exempt from career service;
  7. Supervisors, confidential employees and managerial employees as defined in the Illinois Educational Labor Relations Act; and
  8. Short term employees of less than ten months service to the Board of Trustees.
- B. The Chancellor agrees to provide the Union with a list of persons by name and position title whom it has excluded from the bargaining unit because they have routine access to confidential information concerning terms and conditions of employment of personnel employed by the Board (under subparagraph 3 above or because they are exempt from career service under subparagraph A.6 above). The Chancellor will notify the Union of any changes in the list. The Union may invoke the grievance and arbitration procedures of the contract concerning any person whom the Board has excluded from the bargaining unit in violation of subparagraphs A.3 and A.6 above.

- C. The Board shall promptly notify the Union in writing of its decision to add new classifications or modify or change any existing classifications.
- D. Project Employees (Unit II); Project Definition
  - 1. Except as specifically otherwise provided in this Agreement, all provisions of this Agreement shall apply to Project Employees (formerly denominated Unit II).
  - 2. Projects consist of activities performed by employees in positions funded from:
    - a. Grant overhead lines or indirect cost funding related to management services common to a number of grants; and
    - b. Direct grant funds that pay for specific positions.
  - 3. Grants are negotiated under various terms and conditions with different funding sources. The Board will provide information for approved grants to the Union as soon as possible after the terms of the grant are known.
  - 4. It is expressly understood that the Board's past practice, of denominating certain jobs and job classifications as Unit II positions although such jobs and job classifications do not involve "projects" as defined above, will continue, and that such jobs and job classifications will continue to be deemed to be Project Employee (Unit II) positions.

## **ARTICLE II – DEFINITIONS**

- A. The term "employee" as used in this Agreement means a person in the bargaining unit employed by the Board.
- B. The term "Colleges" refers collectively to all educational facilities or academic locations of the City Colleges of Chicago operating under the Board of Trustees of Community College District No. 508, County of Cook, State of Illinois.
- C. The term "college" refers to any single educational facility or academic location of the City Colleges of Chicago.
- D. The term "Union Representative" means the Union College Representative or his designee.
- E. The term "College President" means the President or the Chief Administrative Head of any one of the Colleges or educational facilities of the City Colleges of Chicago.
- F. The term "position" means an established flow of functions, duties and responsibilities performed by an employee within a classification.
- G. The term "work schedule" shall mean the scheduled arrival and departure time of one or more employees assigned to work during a certain period of time.

- H. A “grievance” shall mean a complaint by an employee (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is Contrary to established policy or practice governing or affecting employees.
- I. Whenever the singular is used in this Agreement, it shall include the plural; whenever a masculine term is used it shall include the feminine and vice versa.
- J. The term “part-time employee” as used in this agreement means a person in the bargaining unit employed by the Board who works 34 or fewer hours per week.

### **ARTICLE III - SCOPE AND PURPOSE OF CONTRACT**

- A. This Agreement is made and entered into at Chicago, Illinois, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois (hereinafter referred to as the “Board”), and the American Federation of Teachers, AFL-CIO, and its Local 1708, Federation of College Clerical and Technical Personnel (hereinafter jointly referred to as the “Union”). Should the Board recognize another employee organization as successor to the Union, such successor organization shall have all the duties, rights, and privileges contained in this Agreement.
- B. Purpose
  - 1. The purpose of this Agreement is to provide orderly collective bargaining relations between the Board and the Union and to secure prompt and fair disposition of grievances. It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation to facilitate and enhance the educational objectives of the City Colleges of Chicago and to promote the most efficient and economical administration and operation of the Colleges.
  - 2. The language of all present and future forms used to carry out the provisions of this Agreement shall be subject to review by the Union for seven (7) calendar days. Such review is necessary so that the language of such forms shall conform to this Agreement. The Union shall review such new forms before they are adopted.
- C. This Agreement covers all matters related to salaries, fringe benefits and working conditions of all employees in the bargaining unit. The Appendices hereof are integral parts of this Agreement and by this reference are incorporated herein. The Board agrees that during the period of this Agreement it will take no action changing salary schedules, fringe benefits and working conditions covered by this Agreement without prior negotiation and agreement with the Union. During the life of this Agreement, the Board shall continue its existing policies and practices with reference to salaries and fringe benefits which are not specifically covered by this Agreement. In all cases of dispute between the Agreement and the Board Rules, policies and practices, this Agreement shall take precedence.

- D. The Union recognizes that the Board retains full authority to carry out powers and duties granted to it by the Public Community College Act and other applicable laws.

#### **ARTICLE IV - UNION BOARD RELATIONS**

- A. This Agreement shall not be construed to prevent any official of the Colleges from meeting with any employee or employee organization for the purpose of hearing the views and proposals of its members, except that, as to matters presented by an employee or employee organizations which are covered by this Agreement, no changes shall be made in the provisions of this Agreement without prior negotiation and agreement with the Union.
- B. Membership in the Union or any other employee organization or association not affiliated with the City Colleges of Chicago shall not be a condition of employment for any employee. The Board will not discriminate in hiring, tenure or continuity of employment or in promotional opportunities or otherwise because of any employee's membership or lawful organizational activities in the Union or in any other employee's organization or his refusal to join any such organization or participate in any such activities.
- C. The Board and the Union, recognizing the importance of frequent communications in maintaining good relationships, agree to schedule meetings between the Presidents of the respective Colleges, or their designee and the Union Representatives or their designee and similar meetings between the Chancellor and the executive officers of the Union, as desired by either party. Neither Union Representative nor executive officers shall suffer any loss of pay while attending such meetings. These meetings shall be for the purpose of discussing and resolving mutual problems not concerned with specific grievances but with the overall relationships between the parties to this Agreement.
- D. The Union will submit in writing the names of one (1) part-time Union Representative at each College and at the Central Administration to the Chancellor and the College President. A Union Representative shall have the right to appoint a designee in his or her absence.

When the Chancellor or his designee or the College President or his designee meet with the campus 1708 Part-time Union Representative or his/her designee at mutually agreed upon conferences, the representative shall attend such meetings at no loss of pay. However, meetings shall be scheduled in such a manner as to minimize the loss of scheduled work time of all officials and employees concerned.

- E. The Board shall make available to the Union upon its request any and all public information, statistics and records which are relevant to negotiations, or necessary for the processing of a grievance or the enforcement of the terms of this Agreement, to the extent to which such material is readily available or is reasonably obtainable. Copies of confidential professional memoranda and correspondence from attorneys and similar advisors shall not be furnished to the Union unless and until they have been made public documents by Board action.

- F. When the College President calls meetings for the purpose of introducing new faculty members and staff, all part-time clerical and technical employees may be invited to such meetings.
- G. The Chancellor shall establish a Working Conditions Committee to be composed of four (4) representatives appointed by the Union, from either the full-time or part-time employees, and two (2) representatives appointed by the Chancellor. In any voting, the four (4) Union Representatives shall count as no more than two (2) votes. This existing Committee shall be advisory to the Chancellor and shall meet at least twice during the term of this Agreement or more frequently if at least three (3) voting members of the Committee request a meeting.
- H. On an experimental basis, the parties shall make a good faith effort to establish a labor-management committee at each College, to consist of not more than three employees who work at that College and three members of the administration from that College, for the purpose of meeting at mutually agreed times to discuss matters other than collective bargaining negotiations or grievances.
- I. A Joint Union-Board Committee composed of four (4) representatives appointed by the Union and four (4) representatives by the Chancellor shall be established to study disability insurance and tax sheltered annuities remittance procedures. However, if any recommendation resulting from this study on either subject does not receive a majority vote from the Committee, it shall not be forwarded to the Chancellor.
- J. The President of Local 1708 or the President's designee and one representative shall participate at any and all meetings concerning Insurance Programs.
- K. The Union President or designee shall be provided an opportunity to give a presentation to new hires into the bargaining unit during orientation day, as scheduled by the Board.
- L. CCC shall post an electronic copy of the signed, executed collective bargaining agreement between the parties on the CCC website. CCC shall give the Union a notification, by email, that the collective bargaining agreement has been posted on its website within three days of the posting. Each employee has the authority to print one copy of the agreement using CCC's computers and printers.

## **ARTICLE V - DEMOCRACY IN PUBLIC COLLEGE EDUCATION**

The Board and the Union recognize and agree that while democratic principles should prevail in every American school system, urban colleges in a city as diverse in population as is Chicago must be exemplary in their expression and practice of the democratic ideal. Integrated education, personnel and facilities are more than aspirations; they must be the firm policy of the City Colleges of Chicago. Accepting without hesitation the specifications of existing law and the enforcement procedures thereof, the Board does not and will not discriminate against any Local 1708 part-time bargaining unit employee, on the basis of race, creed, color, national origin, sex, marital status or membership or participation in or association with the activities of any lawful

organizations, or refusal so to participate. Similarly, the Union agrees to maintain its policy of admitting to Union membership any eligible employee who applied therefore without discrimination on the basis of race, creed, color, national origin, sex or marital status.

#### **ARTICLE VI - DUES DEDUCTION**

- A. The Board will deduct from the pay of each member of the bargaining unit from whom it receives written authorization, the required amount of monthly Union dues. The dues and a list of employees from whose pay the dues have been deducted, together with the amount deducted from each and a list of Union members who had authorized such deductions and from whom no deductions were made, shall be forwarded to the Union office no later than seven (7) days after such deductions were made.
- B. The payroll deduction authorization form shall be as shown in Appendix A.
- C. The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or all other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

#### **ARTICLE VII - UNION ACTIVITIES**

- A. Union Meetings
  - 1. On forty-eight (48) hours written notice to the College President or his designee, the authorized Union Representative or his designee shall have the right to schedule Union meetings during normal operating hours in the building or buildings of the College.
  - 2. Members of the bargaining unit shall suffer no loss of pay to attend one such meeting each semester for a duration of not to exceed one hour. Two additional meetings per semester may be held in an emergency. Members of the bargaining unit will be granted paid release time to attend the first of these meetings. The second emergency meeting is unpaid. Failure to adhere to the meetings requirements outlined, including meeting in excess of one (1) hour, will result in a forfeiture of pay for all attending bargaining unit members.
  - 3. On forty-eight (48) hours written notice to the College President or his designee, other Union meetings may be scheduled during normal operating hours in the building or buildings of the College provided such meetings do not interfere with the work schedule of employees. Employees will be granted paid release time to attend these meetings. After a Union meeting has been scheduled with the College President, no meeting of another College organization shall be scheduled for the same time if it would interfere with the attendance by Union members at the Union meetings.

4. Any other provision of this Agreement to the contrary notwithstanding, any Union meeting held during college credit open or late registration period (not to exceed sixteen (16) consecutive days, excluding Sundays, in each semester), during any hours when employees are expected to be engaged in the registration process, shall be limited to employees not then so engaged.
- B. Members of the Union's Executive Council, whose scheduled departure time is 3:30 p.m. or later, shall suffer no loss of pay to attend meetings of the Executive Council scheduled after 3:30 p.m. These meetings are scheduled once each month. Three members per College, in addition to the Union officers, shall have this right. Two additional meetings per year with the above format may be held in an emergency.
  - C. Union Representatives
    1. The Union Representative or his designee shall have the right to distribute Union materials to members of the bargaining unit and to discuss problems and/or grievances with members of the bargaining unit. The Union Representative distributing such materials and discussing such problems and/or grievances with members shall do so in a manner that will not interfere with the work operations of the employees.
    2. The Union Representative or his designee shall have the right to inquire of administration about planned procedures to be used to implement this Agreement. The Union Representative or his designee shall not be discriminated against for carrying out any of these activities as provided for in Article IV B.
  - D. The Board shall provide a mailbox for the Union Representative at each College and College's location.
  - E. The Colleges shall continue to provide a 15 square foot, locked, glass enclosed bulletin board at each College for the posting of notices and other materials relating to Union activities. The location of such bulletin boards shall be agreed upon by the Union and the administration. This bulletin board shall be identified with the name of the Union and only the Union Representatives or their designees shall have the authority to post or remove from this bulletin board.

#### **ARTICLE VIII - ATTENDANCE AT MEETINGS OF THE BOARD**

- A. The Union President or his designee and one additional delegate shall be granted permission to attend meetings of the Board of Trustees of Community College District No. 508. Should the Union President be a part-time employee, she shall not suffer any loss of pay for attending Board meetings, should the meeting conflict with her work schedule.
- B. The agenda shall be posted on the CCC website and emailed to the Union president in advance of each regular or special meeting of the Board. The Agenda so supplied shall include all Board reports and recommendations of the Chancellor and the minutes of past meetings available at that time. The Board report shall include a detailed listing of all changes affecting nonacademic employees, including names and Colleges.

## ARTICLE IX - INSURANCE AND FRINGE BENEFITS

### A. Group Health Insurance

1. Part-time non-probationary employees who were regularly scheduled to work 15 hours or more per week for the previous calendar year, and who maintain that schedule, shall be permitted to participate in the Board's Group HMO plan offered to full-time 1708 employees at the part-time employee's sole expense and at rates charged to the Board by the insurer in the Board's Group.

#### 2. Personal Care Benefit

a. Effective July 1, 2019, the Board shall pay the amount of one hundred dollars (\$100.00) per month, per eligible employee, for the personal care benefit. The payment shall be made by reducing the cost of the premium by one hundred dollars (\$100.00). In order to be eligible to receive such personal care payment, the employee must be paying for coverage under a group health insurance plan offered by the Board.

b. Effective July 1, 2020, the Board shall pay the amount of one hundred and five dollars (\$105.00) per month, per eligible employee, for the personal care benefit. The payment shall be made by reducing the cost of the premium by one hundred and five dollars (\$105.00). In order to be eligible to receive such personal care payment, the employee must be paying for coverage under a group health insurance plan offered by the Board.

c. Effective July 1, 2021, the Board shall pay the amount of one hundred and ten dollars (\$110.00) per month, per eligible employee, for the personal care benefit. The payment shall be made by reducing the cost of the premium by one hundred and ten dollars (\$110.00). In order to be eligible to receive such personal care payment, the employee must be paying for coverage under a group health insurance plan offered by the Board.

d. Effective July 1, 2022, the Board shall pay the amount of one hundred and fifteen dollars (\$115.00) per month, per eligible employee, for the personal care benefit. The payment shall be made by reducing the cost of the premium by one hundred and fifteen dollars (\$115.00). In order to be eligible to receive such personal care payment, the employee must be paying for coverage under a group health insurance plan offered by the Board.

e. Effective July 1, 2023, the Board shall pay the amount of one hundred and twenty dollars (\$120.00) per month, per eligible employee, for the personal care benefit. The payment shall be made by reducing the cost of the premium by one hundred and

twenty dollars (\$120.00). In order to be eligible to receive such personal care payment, the employee must be paying for coverage under a group health insurance plan offered by the Board.

B. Dental and Vision Insurance

Part-time non-probationary employees who are regularly scheduled to work 15 hours or more per week for the previous calendar year, and who maintain that schedule, shall be permitted to participate in the Board's Group Dental and Vision plan offered to full-time 1708 employees at the part-time employee's sole expense and at rates charged to the Board by the insurer in the Board's Group.

C. Section 125 Salary Reduction Program

The Board shall make available to active employees within a reasonable time an IRS Salary Reduction Program and Flexible Spending Account for insurance premiums, eligible non-reimbursed medical expenses and dependent care expenses. The maximum non-reimbursed medical expense shall be two thousand six hundred and fifty dollars (\$2,650) and the maximum reimbursement for non-reimbursed dependent care shall be five thousand dollars (\$5,000) subject to IRS regulations.

D. Credit Union

Employees who wish to participate in the College and University Credit Union and/or Union Teacher's Credit Union shall be allowed to do so through payroll deductions at their own option and expense.

E. Annuities

The Board agrees to maintain in force a tax sheltered annuity program to which all employees may subscribe through payroll deductions at their own option and expense.

F. The Board will not withdraw employees from the State Universities Retirement System (SURS) without consultation with the Union. The Board also agrees that the President of Local 1708, or the President's designee and one representative shall participate at any and all meetings concerning changes in/of the pension plan.

G. Education and Tuition

Non-probationary part-time employees who are regularly scheduled to work 15 hours or more per week for the previous calendar year, shall be eligible to receive an annual tuition waiver of up to nine credit hours for transfer courses offered by CCC.

H. The Office of Human Resources makes every attempt to pay all its employees consistent with the payroll schedule. To eliminate the risk of lost or stolen checks, ensure funds are available on payday and as a convenience to all employees, net pay will be directly deposited to employees' bank or credit union accounts. For those employees without a

bank account, CCC agrees to continue to provide their paychecks as is done currently. All employees are expected to enroll in the direct deposit program, and in any case those employees that can access direct deposit should do so by 1/1/2009. All employees are expected to open an account with a financial institution that will allow direct deposit.

## **ARTICLE X - EMPLOYMENT CONDITIONS**

### **A. Initial Employment Policy**

1. All new employees shall be given access to a copy of this Agreement and Board Rules on the CCC website.
2. New employees shall be given information regarding their salary.
3. The College President at each College shall submit to the Union President, in writing, the name of the administrator designated as the liaison person between employees and administration. He shall be available to discuss with employees all conditions of their employment and be responsible for personnel matters affecting members of this bargaining unit. He shall notify the Union Representative or his designee of planned changes affecting members of this bargaining unit.

### **B. Probationary Period**

1. All employees shall be probationary for the first 300 days of their employment within the bargaining unit, during which period they may be disciplined or terminated without recourse to the grievance and arbitration provisions of this Agreement. Any other provision of this Agreement to the contrary notwithstanding, following satisfactory completion of the probationary period, the continued employment of Project Employees is subject to continuation of the grant or project, and is subject to termination upon termination of the grant or project, in accordance with the Board's Rules and provisions of this Agreement.
2. Each employee shall have a performance review at least one time per calendar year. CCC may evaluate employees more often, as determined by administration.

### **C. Term of Employment**

The work year shall be twelve (12) calendar months.

### **D. New Hires and Promotions**

1. New hires and promotions shall be from applicants applying for an advertised position. Preference shall be accorded applicants for a budgeted vacancy in the following order:
  - a. Current full-time employees of City Colleges
  - b. Part-time employees of the City Colleges

c. Other applicants

If two or more applicants are equally qualified for a budgeted vacancy, and one of the applicants is a current part-time employee for whom the vacancy would be a promotion, then the current part-time employee shall be awarded the vacancy.

2. Skills examinations, where applicable, shall be administered by the College prior to the time of hire.

E. Notice of Vacancies

The College will notify all members of the bargaining unit throughout the Colleges of all vacancies 25 hours per week or greater by making such information available on the CCC website. CCC shall provide the union a monthly list of bargaining unit members that includes name, college, job family, hours, wage, date of hire, and department.

The College shall endeavor to notify the Union President in writing of a decision to hire, when and by whom the position will be filled, in ten working days, but no less than 3 working days prior to the position being filled. This provision is not subject to the grievance procedure for failure to provide more than three working days notice.

F. Workday, Workweek and Work Schedule

1. The College will determine the starting and quitting times and the manpower requirements on each work schedule and on each workday and workweek. The preferences of individual employees will be given consideration in the allocation of personnel to particular work schedules, workdays, or workweeks.
2. Employees shall be given notice of no less than two (2) weeks of changes in their regular work schedules.

G. Overtime

1. The College shall determine manpower requirements for overtime. No overtime shall be recognized unless authorized by the College. It shall be the responsibility of the supervisor or the administrator requesting overtime to secure authorization and to submit and to furnish evidence of such authorization to the payroll clerk of his College.
2. All hours over eight (8) in a workday, exclusive of lunch periods, shall be considered overtime and compensated for at the established overtime rate or by granting compensatory time off at the option of the employee, providing that overtime of less than one-half hour will not be recognized or pieced together with other fractions of less than one-half hour accumulated on other occasions.

3. If an employee elects to take his overtime as compensatory time, the formula for computing the time and one-half shall also be used to determine the amount of compensatory time. Compensatory time must be used within one (1) calendar year after the compensatory time has been earned, except to the extent that management and the employee agree in writing to specifically permit such use after said year. Any other provision of this Agreement to the contrary notwithstanding, (a) compensatory time (for work in excess of 40 hours worked in a workweek) cannot accumulate beyond 240 hours for any one employee (after which cash must be paid), and (b) any election of compensatory time or cash or a combination thereof by any employee shall be subject to the approval of the appropriate supervisor, who may determine whether overtime is to be compensated in the form of cash or compensatory time or a combination thereof.
4. In the event an employee has earned compensatory time as provided herein but has not taken it by reason of separation from service, he, or in the event of his death, his surviving spouse or his estate, shall be entitled to receive his prevailing salary in a lump sum for such unused compensatory time. In the event an employee transfers, earned compensatory time shall transfer with him.
5. To the extent that hours are compensated for at overtime rates, under one of the preceding paragraphs, they shall not be counted as overtime under one of the other paragraphs.
6. When overtime is required, employees who are asked to perform such work will be given at least twenty-four (24) hours advance notice whenever possible. Each College shall keep a record showing the overtime hours worked and declined which shall be available for inspection by the Union Representative.
7. Hours worked on registration or any other time shall be continuous. There shall be no split work schedules. Reasonable time shall be allowed for supper, and supper money up to \$7.00 per day shall be paid to employees required to work overtime to complete registration work schedules upon presentation of an itemized supper money receipt.
8. Compensatory time shall be taken at a time agreed upon by the employee and the College President or his/her designee. Such agreement shall not be unreasonably withheld. In the event of a voluntary transfer, should the receiving college not offer the transferee the option of transferring the banked compensatory time, the receiving campus shall notify the potential transferring employee no later than fourteen days in advance of the transfer. If an employee transfers, and the receiving college will not take the accumulated compensatory time, the employee shall be paid out his or her accrued compensatory time within 14 days of the transfer.
9. Double time at straight-time base hourly rate shall be paid to any employee who is required to work on a holiday.

## H. Personnel Records

1. Upon request, an employee shall have access to his personnel file (at the College Office or at the District Office, depending upon where the official file is located). Included in his file at the College Office or the District Office shall be a copy of his efficiency rating as reported by the employee's supervisor, and all personnel records relating to any provision covered by this Agreement excluding payroll and grievance records.
2. All personnel records shall be in writing. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the personnel file of any employee unless that employee has had an opportunity to read such material. The employee shall acknowledge that he has read such material by affixing his signature to the actual copy to be filed, but it shall be understood that such signature merely signified that he has read the material in question. Such signature indicates neither agreement nor disagreement with its contents.
3. An employee shall have the right to answer in writing any material filed in his personnel file, and his answer shall be attached to the file copy.
4. At his written request, an employee shall have furnished, without cost, a copy of any material in his file.

## I. Transfer

An employee, with the approval of the College President, may transfer from one position of the same class to another position of the same class within a college or from one college to another provided the position is vacant. An employer, with the approval of the employee, may follow the above transfer procedure. Regardless of who initiated the transfer, an employee shall not be required to serve a new probationary period in the new position. Transfers involving a change in grade shall be granted in compliance with Article X., Section D. of this Agreement. This Section shall not apply to Project Employees.

## J. Discipline

1. Non-probationary, part-time employees who were scheduled to work 25 hours or more per week for the proceeding 365 days, disciplinary action shall be for just cause and shall be administered in a timely and progressive manner. The types of discipline agreed to by the parties are as follows:
  - a. Oral warning
  - b. Written warning
  - c. Suspension
  - d. Discharge

The Board's agreement to use discipline in a progressive manner does not prevent the Board, in any case, from imposing discipline which is commensurate with the severity of the offense.

Should a non-probationary, part-time employee fall below twenty-five (25) hours per week, that employee is still subject to the provisions of Article X(J)(1) for ninety (90) days from the date of the reduction in hours.

2. Suspensions shall be imposed pursuant to Board Rules.
3. For written warnings, the Board shall, upon at least 24 hours notice to the employee and the Union, schedule a pre-disciplinary meeting. At this meeting, the Board shall inform the employee of the reason(s) for the contemplated discipline. The employee and the Union representative shall have the right to rebut or clarify the reasons for such discipline.
4. For disciplinary action involving suspension or discharge and Section 1 is applicable, the employee shall be notified in writing at least five (5) working days prior to a hearing conducted by the Chancellor or Chancellor's designee. The notice shall contain the specific charges upon which the recommendation for discipline is based. The employee shall have the right to be represented by the Union, and present evidence in his/her defense. No suspension or discharge of employees covered by Article X(J)(1), involving the loss of pay or benefits shall take place prior to action of the Chancellor or Board, unless it is for egregious behavior as defined in the Board Rules. Chancellor - level hearings will be specified as such in writing to the affected employee.
5. A copy of disciplinary action, except oral warnings, shall be served upon the employee and the Union. Employees who exercise their rights under this Section J shall not be entitled to a separate disciplinary hearing under City College Board rules.
6. If an employee, covered under Article X(J)(1), is called to conference with an administrator for other purposes and during the course of the meeting, in the opinion of the employee, it develops into a disciplinary meeting, the conference shall be adjourned and re-scheduled to allow for Union representation.
7. Any employee, covered by Article X(J)(1), recommended to the Chancellor for dismissal for cause shall not be terminated until the employee has exhausted Step 2 of the grievance procedure, unless it is for egregious behavior as defined by the Board Rules. The reason(s) and/or cause(s) for this recommendation shall be stated in writing to the employee, with a copy to the Chancellor.
8. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union fifteen (15) work days prior to the effective date of the rule(s). The Employer shall meet with the Union to discuss new or amended work rules.

9. For the purposes of determining absenteeism, the following absences shall not be used as the basis for discipline under Board policies or work rules:
  - a. Bereavement leave, if applicable; and
  - b. Injury or illness for which Workers Compensation benefits are received

K. New Job Requirements

If the Board requires an employee to meet new job requirements, so as to continue in the position in which the employee is then working, the Board will advise the employee in advance concerning such requirements and, to the extent feasible, give the employee a reasonable time to comply with them. Whether or not to reimburse the employee for additional training, if any, shall be decided by the Board within its sole discretion.

L. Stipends for Special Assignments

The Colleges will continue to make available to employees the forms applicable to employees undertaking special assignments on the CCC website. In the event that such forms change, the Union will promptly be notified and provided copies.

M. Emergency Closures

In the event of an emergency or other unforeseen or extraordinary circumstances arise and any or all Colleges are closed to faculty and students, the College or Colleges shall be closed to employees covered by this agreement without loss of pay if the Chancellor gives approval for payment to another bargaining unit. The foregoing sentence shall apply only where risk to the health and safety of bargaining unit employees is present, or where the building is closed for weather-related reasons.

- N. The Classification Review Committee shall review bargaining unit job classifications, job descriptions and titles, and make non-binding recommendations to the Office of Human Resources concerning the updating of job descriptions and job upgrades.

Part-time job classifications shall be subject to the Classification Review Committee for Local 1708, established in its full-time agreement. A part-time representative may participate in the meetings at no loss of pay.

In the event that the meeting includes part-time classifications, if there is a vote taken pursuant to the Committee rules, one of the full-time 1708 representatives will abstain from the vote.

O. Drug-Free Workplace

- i. Employee Assistance
  - a. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking assistance.

b. Should the employer establish an Employee Assistance Program, the employer agrees to advise the union regarding any benefits that may affect its members.

ii. Drug and Alcohol Testing.

a. Employees may be tested for drugs pursuant to Board Policy. Employees who test positive for drugs or alcohol with an initial test shall be entitled to a confirmation test, upon request, to ensure a higher degree of accuracy. Such tests shall be provided at no cost to the Employee.

b. Employees shall be paid for time spent on the testing related procedures, including traveling time to and from the test site.

c. All information, interviews, reports, statements, memoranda, and all records of all referrals, screening and confirming tests shall be available only to authorized District employees, and shall be held confidential with the following exceptions - as required for compliance with state and federal regulations and as required for appropriate disciplinary proceedings.

P. Security Cameras

1. The Union shall have the right to review information recorded by security cameras for the purposes of grievance investigation and representation, upon written request.

2. The Union will be given notice of all existing camera installations, all scheduled installations, and all replacements and upgrades of security cameras.

Q. Violence, Threats, and Harassment

The Board shall provide an environment conducive to the personal safety of employees on College premises and while engaged in their duties.

## **ARTICLE XI - LEAVES**

A. Military and Peace Corps Leave

An employee who is drafted or otherwise called to active duty, or who leaves his position for extended active duty in the military service of the United States during a state of war or national emergency, shall be granted a military leave for the duration of such war or national emergency. He shall be entitled to return to his position provided his discharge from the service is not dishonorable and he is able to pass a health examination given by a medical examiner selected by the Chancellor. Application must be made within sixty (60) days following his discharge from the service.

B. Leave of Absence Without Pay

1. During the summer months or at other periods when the Colleges or a particular College are not operating at peak capacities, the Colleges may grant leaves of absence without pay for not to exceed sixty (60) calendar days to employees who apply therefore. In such instances, the Colleges will be sole judge of its manpower requirements and the extent to which it can dispense with the services of employees in various classifications and offices. The increment and anniversary dates of employees on such leave shall not change. The employee shall have the right to return to the position from which he took leave, subject to limitations imposed by the funding or activity of applicable grant programs in the case of Project Employees.
2. The Chancellor shall have authority, with the approval of the Board, to grant a leave of absence without pay for a period of not to exceed twelve (12) weeks to a part-time employee who has at least twelve (12) months of service and who has worked at least 1,250 hours during the twelve (12) months preceding the start of the leave and who applies for such leave to care for her/his spouse, child or parent who has a serious health condition (serious health condition means an illness, injury, impairment or physical or mental condition involving either inpatient care or continuing treatment by a health care provider). An employee returning from such leave not exceeding twelve (12) weeks, shall have the right to return to the position which she/he left, provided the position still exists.

C. PTO Days

Part-time non-probationary employees who are regularly scheduled to work 15 hours or more per week for the year previous to July 1 of each year shall be eligible for three paid absences per calendar year without loss of pay because of personal illness, illness of a dependent, funeral of a member of the immediate family, personal or a household emergency. A paid absence shall be for all or any part of the number of hours the employee was scheduled to work that day.

D. Jury Duty or Court Attendance

Employees who are summoned to court to perform jury duty or who are subpoenaed to attend court or board hearings to testify in matters in which they have no personal or pecuniary interest shall suffer no loss of salary thereby, but shall be required to remit to the Board any sums of money they receive in compensation for such duty or attendance.

**ARTICLE XII - SALARIES**

- A. Effective as of July 1, 2018, currently employed, hourly part-time employees whose 3.0% annual increase does not bring their hourly rate to at least \$13/hour shall have their hourly rate increased to \$13/hour. Effective July 1, 2018, the minimum hourly wage for this bargaining unit is \$13/hour.

Effective as of July 1, 2019, currently employed, hourly part-time employees whose 3.0% annual increase does not bring their hourly rate to at least \$14/hour shall have their hourly rate increased to \$14/hour. Effective July 1, 2019, the minimum hourly wage for this bargaining unit is \$14/hour.

The minimum starting salary as of July 1, 2018 shall be \$14.00/hour for all bargaining unit employees.

B. Hourly wage increases shall be as follows:

July 1, 2017 3.0%

July 1, 2018 3.0%

July 1, 2019 3.0%

July 1, 2020 3.0%

July 1, 2021 3.0%

July 1, 2022 3.0%

Retroactive pay shall be paid to employees employed on the date of ratification.

### **ARTICLE XIII - SENIORITY**

A. Seniority

1. Seniority of employees will be based upon classification and length of continuous service with the City Colleges of Chicago.
2. Conflicts in seniority between employees in a particular classification who have identical periods of service with the Colleges will be resolved in favor of those who have the greatest number of years of continuous service with the Colleges.
3. A Unit II employee who moves to a Unit I position shall retain her seniority.

B. Reductions In Force

1. Reductions in force decisions. The Board shall determine which departments and classifications or titles within departments are to be reduced at a Board facility. Reductions in force shall be conducted by College which shall include the College's satellite facilities or campuses.
2. Selection of employees for reductions in force. Employees in a classification within a College selected for reduction shall be laid off in the following order:
  - a. Temporary employees;

- b. Probationary employees;
- c. Inverse order of seniority provided however, that the Board may select an employee for layoff out of inverse order of seniority if that employee has received a disciplinary suspension in the preceding twelve (12) months.

Where and to the extent feasible, part-time and/or hourly employees performing clerical, technical or non-professional work within a College shall be reduced in force prior to the reduction in force of any full-time bargaining unit employee within said College. However, no part-time or hourly employee will be reduced in force in accordance with this provision if he or she is performing work that cannot be performed efficiently by a full-time existing bargaining unit employee working a full normal schedule at regular straight-time pay rates.

- 3. A competent, able and efficient employee not being laid off under paragraph 2 above but whose job is eliminated (“displaced employee”) shall be placed within the same College (which shall include the College’s satellite facilities or campuses) in the following order of priority if and to the extent feasible:
  - a. Placed in an open position within the same classification.
  - b. Placed in an open position for which the employee is qualified as determined by the employer.
- 4. Notice of Layoff. Employees whose positions are funded in whole or in part by a grant shall receive thirty (30) days notice of their layoff calculated from the date of transmission to the employee and regardless of the date on which the Board approves the layoff. Other employees shall receive twenty-one (21) days notice of their layoff from the date of Board approval of their layoff. Nothing provided herein shall preclude the Board, in its sole discretion, from providing equivalent pay to the employee in lieu of providing the notice required herein.
- 5. Recall list and recall rights. The Board shall maintain a recall list of all bargaining unit employees laid off and eligible for recall which shall include the laid off employees’ name, seniority date, layoff date and facility. An employee laid off shall be entitled to fill a vacancy at any Board facility or department within a facility for a period of one (1) year after the effective date of the employee’s layoff, for which the employee is qualified.

Employees on the recall list shall be provided notice of vacancies of positions 25 hours a week or greater on the CCC website.
- 6. Termination of rights to consideration for vacant bargaining unit positions. Laid off employees’ rights to be considered to fill vacant positions shall terminate upon the following:
  - a. The employee’s recall under paragraph 5.

- b. The employee's acceptance of a position.
  - c. The employee's election to retire under the State Universities Retirement System.
  - d. The expiration of one year from the date of layoff
7. Continuity of service. Periods of layoff shall not be regarded as breaks in service. After sixty (60) days from the date of layoff, time on layoff until recall or reinstatement shall not be counted in computing seniority.
8. Closing or moving of facilities. When a College or other educational facility is to be closed or moved to a new location, the Board will give the Union notice and an opportunity to discuss the impact on the employees (and to bargain regarding said impact, if and to the extent required by law).
9. Assumption of Lower Grade Position. If a laid-off employee assumes or rejects a position in a lower grade, the employee shall retain recall rights to a position in the same classification as the one from which she/he was laid off when a vacancy occurs.
10. Temporary or project positions. Employees who are on layoff may accept a temporary vacancy or project position without jeopardizing their recall rights to a career service position (i.e., remain on recall list).

#### **ARTICLE XIV - GRIEVANCE PROCEDURE**

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

##### **A. Definition**

A "grievance" shall mean a complaint by an employee (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees. As used in this Article, the term "employee" shall mean also a group of employees having the same grievance. As used in this Article, the term "grievance" shall also include a grievance affecting more than one (1) department on a single college and a grievance affecting more than one (1) college. While the grievance procedure herein set forth describes the processes for the handling of grievances in which employees desire representation by the Union, nothing herein shall be construed to bar an individual from handling his own grievance case or from designating an employee of his own choice to proceed in his behalf except as provided herein. The handling of any grievance, except at Step 3, the arbitration level, shall be restricted to employees only, whether as grievant, or as representatives of grievant, provided, that an employee may be represented at any step of the grievance procedure by an authorized representative designated by the Union; and

the disposition shall not be deemed to change or modify the terms and conditions of this Agreement, unless the Board and the Union shall otherwise agree in writing.

B. General Procedures

1. College Level (Step 1)

An employee may present a grievance concerning himself, or a grievance may be presented on his behalf, not later than ten (10) school days following his knowledge of the act, event or the commencement of the condition which is the basis of the complaint. Where the grievance concerns a matter which is within the authority of the immediate supervisor to which the employee is assigned, it shall be first presented to and considered and answered by said supervisor. If a grievance concerns a matter which is not within the authority of the immediate supervisor or if the answer of the supervisor, which must be made within three (3) school days after a grievance has been presented to such supervisor, does not settle the grievance, the grievance shall be presented to and considered and answered by the Head of the College. If the grievance is presented in writing, either to the supervisor or the Head of the College, it shall be answered in writing. While oral presentation and settlement of grievances are encouraged under this Step of the grievance procedure, no grievance may be appealed to the central level under Step 2 hereof, unless it has been presented in writing to the College President and opportunity afforded for the College President to answer the same in writing under the schedule herein set forth.

If a written grievance is presented by the Union in behalf of the employee, it shall be signed both by the grievant and the Union Representative. The Union may indicate on such grievance if it approves or disapproves thereof. If the matter presented to the College President was first taken up with an immediate supervisor, a written grievance should also state why the disposition of the grievance proposed by the supervisor is unsatisfactory. The grievant shall be personally present at the conference on the grievance with the supervisor or the College President.

Whenever a written grievance is presented to the Head of the College, the College President shall furnish a copy thereof to the Union Representative or his designee at the College and shall advise him of the time and place scheduled for the conference thereon. If the Union Representative or his designee at the College makes a request therefore, the College President shall accord him or any other Union designee an opportunity to be present when the grievance is heard and to state the views of the Union.

When a written grievance has been presented to him, the Head of the College shall communicate his written decision to all parties concerned as promptly as possible, but not later than seven (7) school days after receiving the written grievance.

2. Central Level (Step 2)

If the grievance is not satisfactorily resolved through Step 1, the Union or the grievant may appeal to the Chancellor of the Colleges within ten (10) school days after delivery of the decision of the Head of the College. The appeal shall be in writing and duly signed and shall state specifically the act or condition and the grounds on which the grievance is based and why the disposition of the grievance offered by the Head of the College in Step 1 is unsatisfactory. The Chancellor or his designee shall promptly meet and confer on the appeal. The Chancellor or his designee shall communicate his decision in writing to the aggrieved employee and to any Union Representative who participated in Step 2. Such decision shall be made not later than ten (10) school days after the written appeal has been duly made to the Chancellor.

3. Arbitration (Step 3)

- a. A grievance which was not resolved at the level of the Chancellor under the grievance procedure may be submitted by the Union to an arbitrator for decision if it involved the application or interpretation of this Agreement.
- b. Within twenty (20) school days of the Chancellor's decision, the Union only may appeal from the decision of the Chancellor to arbitration. The parties shall attempt to agree upon the appointment of an arbitrator. If they fail to agree within ten (10) school days of the appeal, they shall jointly file a request with the Federal Mediation and Conciliation Service ("FMCS") for a panel of nine (9) arbitrators. Each party may reject one panel and request another. The parties shall alternatively strike names from the final panel until one name remains, who shall be the arbitrator. The Union shall strike the first name. The Board shall then strike the next name, and the parties shall alternately strike names until a single name remains, who shall be the arbitrator.
- c. The proceeding shall be initiated by filing with the Chancellor a notice of arbitration. The arbitrator shall hold a hearing within twenty (20) days of his appointment. Five (5) days notice will be given to all parties of the time and place of the hearing.
- d. The arbitrator shall issue his decision not later than twenty (20) days from the date of the closing of the hearing or if oral hearings have been waived or supplemented, then from the date of transmitting the final proofs and statements to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.
- e. If, during the term of this Agreement, any agency of the state of Illinois is created or designated for the purpose of resolving public employee labor disputes, then the Board and the Union may mutually agree to utilize the services of such agency in place of those of FMCS. If the Board and the

Union mutually agree to refer disputes to such agency, arbitration shall be under the rules and regulations of that agency.

- f. The decision of the arbitrator will be accepted in good faith as final by the parties to the grievance and both will abide by it. The Board and the Union agree that neither party will appeal an arbitration award except as allowed for by law. The arbitrator's fees and expenses will be shared equally by the parties.
- g. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement and he shall be without power or authority to make any decision:
  - (i) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement; or
  - (ii) Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law.

The Board and the Union agree that all arbitration awards shall fully and immediately be followed.

#### C. Time Limits

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
2. Time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.
3. Wherever written grievances, answers or appeals are required by the grievance procedure to be served upon the College President, the Chancellor, or the Union, certified mail to the College President at his College office, to the Chancellor at his office address, and to the Union at its headquarters shall meet all service requirements hereof, except that personal service, duly receipted, shall also be adequate service.

#### D. Union Grievances

The Union has the right to initiate or appeal a grievance involving alleged violation of this Agreement. Such grievance shall be initiated with the appropriate College President, or, where appropriate, with the Chancellor. When such grievance is filed by the Union, earlier steps of the grievance procedure shall be unnecessary, but in all other respects the grievance procedures above described shall apply to Union-filed grievances, except that

written answers made by the College President or Chancellor need be served only upon the Union.

E. Administration Grievances

1. It is agreed that under this Agreement there may be occasions when grievances by the Administration against the Union may arise and when in their judgment it is desirable for the Administration representatives to utilize the grievance and arbitration procedures hereof. In cases involving only a single College, such grievance on behalf of the Administration shall be served in writing by the Head of the College upon the Union Representatives and shall be handled by the same steps and timetable as Step 1 grievance. If not there resolved, the matter shall be handled as a Step 2 grievance between the Chancellor or his representative and the Union President or his representative.
2. If an Administration grievance involves more than one (1) College, it shall be commenced by a written complaint from the Chancellor or his representative to the Union President and shall be subject to the same procedures and timetable as a Step 2 grievance.
3. If an Administration grievance is not resolved in Step 2 of the grievance procedure, the Administration may invoke the arbitration procedures of Step 3.

F. Discharge Grievances

Any other provision of this Article to the contrary notwithstanding, a Union grievance challenging a discharge recommendation must be initiated at Central Level (Step 2 above), within ten (10) school days after the discharge recommendation is made by the Head of the College.

G. General Provisions as to Grievance and Arbitration

1. The filing or pendency of any grievance under the provisions of this Article shall not prevent the Board and its representatives from taking the action complained of, subject, however, to the final decision on the grievance.
2. The grievance and arbitration procedures of this Agreement shall not apply to any matter as to which the Board is without authority to act.
3. Nothing contained in this Article or elsewhere in this Agreement shall be construed to deny to any employee his rights under applicable law, or resolutions, rules or regulations having the force and effect of law.
4. Upon the request of either the Union or the Board, the designated representatives of the parties shall meet to review the status of pending grievances, for the purpose of reducing unnecessary delay in the processing of grievances.

## **ARTICLE XV - NO - STRIKE NO - LOCKOUT PLEDGE**

The Union and the Board subscribe on the principle that any and all differences shall be resolved by peaceful and appropriate means without interruption of the College program. The Union therefore agrees that it will not instigate, engage in, support, encourage, or condone any strike, work stoppage, or other concerted refusal to perform work by the employees covered by this Agreement. The Board agrees that it will not resort to lockouts.

Differences between the parties concerning the meaning, interpretation or application of this Agreement shall be resolved by utilization of the arbitration procedure as set forth in Article XIV hereof or by other lawful and peaceful means available under the law of Illinois. If either party violates this Article, the other party is released from all obligations under this Agreement and may resort to whatever remedies are available to it under applicable law without first resorting to arbitration. The Board retains its prerogative under the law to take disciplinary action, including dismissal, against individual employees who violate this Article.

## **ARTICLE XVI - CONFORMITY TO LAW-SAVING CLAUSE**

- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

## **ARTICLE XVII - DURATION**

This Agreement shall be effective as of July 1, 2017, and shall continue in full force and effect through June 30, 2023. Negotiations between the Board and the Union for a new Agreement will commence no later than March 1, 2023, upon request of either party.

Entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois and the Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO as collective bargaining agent for those employees in the bargaining unit described in Article I., Section A. hereof, as of May 1, 2008.

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508,

by Walter Massey  
Its Chairman

*Walter E. Massey*

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FEDERATION OF COLLEGE CLERICAL AND TECHNICAL PERSONNEL  
Local 1708, IFT-AFT, AFL-CIO

by Delores Withers  
Its President

*Delores Withers*

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# APPENDIX A - PAYROLL DEDUCTION AUTHORIZATION



Illinois Federation of Teachers  
A Union of Professionals

IELRB

## ILLINOIS FEDERATION OF TEACHERS—AMERICAN FEDERATION OF TEACHERS/AFL-CIO

### MEMBERSHIP DATABASE INFORMATION

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Cell Phone \_\_\_\_\_ Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  
Email (non-employer) \_\_\_\_\_  
Birth Date \_\_\_\_\_ Date of Hire \_\_\_\_\_ Last 4 Digits of SSN \_\_\_\_\_  
Worksite \_\_\_\_\_ Job Title \_\_\_\_\_  
Local Union Number \_\_\_\_\_ Local/Council Name \_\_\_\_\_

**Membership Statement:** I hereby apply for membership in the Union and agree to abide by its Constitution and Bylaws. I authorize the Union to act as my exclusive representative in collective bargaining over wages, hours, and other terms and conditions of employment with my Employer. My membership in the Illinois Federation of Teachers (IFT) and my Local Union, including any other Local Union which is my exclusive bargaining representative and is affiliated with the IFT, shall be continuous unless I notify my Local President in writing that I intend to resign.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Dues Authorization:** During my employment, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, an amount equal to dues certified by the Union, and to remit such amount monthly to the Union. I understand that signing this card is not a condition of my employment.

**Revocation Window:** This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of authorization and shall automatically renew from year to year unless I revoke this authorization by sending written notice to the Union by the United States Postal Service postmarked between August 1 and August 31.

**IRS Disclaimer:** Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

**Telephone Consumer Protection Act Statement:** By providing my cell phone number, I understand that the Union and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis, and that I can unsubscribe from these messages. The Union will never charge for text message alerts; carrier message and data rates may apply to such texts.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Internal Purposes Only:**

## **MEMORANDUM OF UNDERSTANDING**

The following part-time job titles listed in a November 4, 2011 grievance from the Union shall be included in the bargaining unit:

Lifeguard; Veterans Services Specialist; Hourly Support Staff; Project Part-Time Support Staff, Activity Leader and Head Lifeguard.

The following part-time job title shall be excluded from the bargaining unit:

Human Resources Assistant.

This Memorandum of Understanding shall not preclude any of the requirements for inclusion into the bargaining unit for other job titles as provided in Article I of this Agreement or under the IELRA.

The grievance is considered resolved and withdrawn by the Union.