20364

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 50 COUNTY OF COOK AND STATE OF ILLINOIS

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508

RESOLUTION:

JAN 8 1998

AUTHORIZE SETTLEMENT AGREEMENT & RELEASE WITH COOK COUNTY COLLEGE TEACHERS UNION LOCAL 1600, AFT, AFL-CIO

[T. V. COLLEGE & STUDY UNLIMITED COMPENSATION]

COUNTY OF COOK AND STATE OF ILLINOIS

WHEREAS, representatives of the Board of Trustees of Community College District No. 508 and the Cook County College Teachers Union, Local 1600, AFT, AFL-CIO have reached a recommended settlement involving alleged violations of the Collective Bargaining Agreement; and

WHEREAS, the Office of the General Counsel has advised the Chancellor of the settlement reached with the Union; and

WHEREAS, the Chancellor recommends adoption of the recommended settlement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, hereby approves the attached Settlement Agreement and Release pertaining to TV College and Study Unlimited compensation for MICHAEL BAZZO, BERNARD CONROY, GERALD FORSHEY, JACOB GOLDBERG, RAYMOND HOWARD, PAULA KOLANO, HAROLD ROHLFING, THOMAS STEINER, AUDREY TURNER, and WENDALL WILSON.

SETTLEMENT AGREEMENT & RELEASE

This Settlement Agreement and Release is made and entered into this _____ day of December, 1997 by and between the Board of Trustees of Community College District #508 ("City Colleges" or the "Board"), Michael Bazzo, Bernard Conroy, Gerald Forshey, Jacob Goldberg, Raymond Howard, Paula Kolano, Harold Rohlfing, Thomas Steiner, Audrey Turner, Wendall Wilson ("Grievants"), and the Cook County College Teachers Union, AFT, Local 1600, AFL-CIO ("Union") on behalf of the Grievants, hereinafter referred to as the "Parties".

WHEREAS, the City Colleges and the Union are parties to a Collective Bargaining Agreement covering certain designated City Colleges' employees for whom the Union is the sole and exclusive bargaining agent; and

WHEREAS, Grievants are faculty members employed by the City Colleges represented by the Union and covered by the Collective Bargaining Agreement and filed this grievance (UN 042296) alleging that their rights under the Collective Bargaining Agreement had been violated;

WHEREAS, City Colleges denies the allegations raised by Grievants in their grievance; and

WHEREAS, the Union, Grievants and City Colleges wish to avoid the expense and uncertainty of further litigating the grievance and have agreed to amicably resolve the allegations asserted in the grievance:

NOW, THEREFORE, in consideration of the mutual undertakings set forth in this Agreement and for such other good and valuable consideration, the sufficiency of which is acknowledged by and among the Parties, the Parties agree:

1. The City Colleges will pay the Grievants the following one time payment for the Spring 1996 semester:

Michael Bazzo, 1 contact hour OT; a sum of \$915.26.

Bernard Conroy, 2 contact hours OT; a sum of \$1,676.30.

Gerald Forshey, 2 contact hours OT; a sum of \$1,604.07.

Jacob Goldberg, 2 contact hours OT; a sum of \$1,535.00.

Raymond Howard, 2 contact hours VLR

Paula Kolano, 2 contact hours OT; a sum of \$1,468.87.

Harold Rohlfing, 1 contact hour VLR

Thomas Steiner, 2 contact hours OT; a sum of \$1,676.30.

Audrey Turner, 3 contact hours OT; a sum of \$2,514.45.

Wendall Wilson, 3 contact hours OT; a sum of \$2,017.65.

2. The Union and the Grievants agree to withdraw their grievance (No. UN 042296), with prejudice and hereby forever release and discharge the City Colleges from any and all claims which they have or may have arising out of the incidents which gave rise to the above-mentioned grievance.

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- 3. This Agreement sets forth all of the promises, agreements, terms, conditions, and understandings between the Parties relative to the subject matter hereof, and there are no promises, agreements or undertakings, either oral or written, express or implied, between or among them except as set forth in this document. The Parties acknowledge and agree that the considerations exchanged herein do not constitute, and shall not be interpreted, as an admission of fault, wrongdoing, liability or deficiency of any kind on the part of any of them.
- 4. This Agreement and the terms thereof shall not serve as precedent for any other case involving the City Colleges, or any of its officers or agents; shall apply only to the matters referred to herein; and shall not be used, referred to or cited in any arbitrations, administrative proceedings, or court proceedings except as may be necessary to enforce the provisions hereof.
- 5. The Parties also specifically agree and reaffirm that the policy of the Board with respect to compensation for T.V. College and Studies Unlimited continues to be contained in Board Report #16917, dated December 3, 1992.
- 6. The parties acknowledge and agree that they have read this Agreement, have had sufficient time to consider and comprehend its terms, understand its provisions and enter into it voluntarily, without any duress or undue influence on the part of or on behalf of any party.

IN WITNESS WHEREOF, the parties have executed this Agreement, as of the dates stated below.

Its Grievance Chairman	Date	
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Board of Trustees of Community College Dist	trict #508,	
City Colleges of Chicago		
By:// WMM		JAN 8 - 1998
CHAIRMAN OF THE BOARD	Date	
\mathcal{A}_{V}		

Cook County College Teachers Union, AFT, Local 1600, AFL-CIO

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