

20837

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508 **SEP 3 - 1998**
County of Cook and State of Illinois

**COUNTY OF COOK
AND STATE OF ILLINOIS**

**RESOLUTION: RATIFY AND ADOPT AGREEMENT
WITH
INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO LOCAL 399
July 1, 1998 to June 30, 2001**

WHEREAS, the Board of Trustees authorized its representatives to negotiate an Agreement with the International Union of Operating Engineers, Local 399, AFL-CIO, for staff employed as engineers, with said Agreement subject to the approval of the Board; and

WHEREAS, the designees have concluded the negotiation process with representatives of Local 399 resulting in a proposed three-year contract; and

WHEREAS, the Chancellor has reviewed the proposed Agreement and recommends its adoption to the Board of Trustees;

NOW, THEREFORE, BE IT RESOLVED by this Board of Trustees that the Agreement as negotiated with the International Union of Operating Engineers, Local 399, AFL-CIO, for the period July 1, 1998 through June 30, 2001 is hereby approved by this Board; and that the Board of Trustees hereby authorizes the Chairman and Secretary to execute said Agreement on behalf of the Board.

September 3, 1998

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SEP 23 1998

A G R E E M E N T

July 1, 1998 to June 30, 2001

between

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS
"Board"**

and

**LOCAL #399, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO
"Union"**

the program they may become qualified engineers. Ordinarily three years of training is required for qualification, but in particular cases where the earlier full qualification of a trainee is agreed to by the Union and the Board, a shorter training period may be deemed sufficient. Each trainee shall attend the Local 399 School for Trainees at his own expense unless excused because of prior adequate training or education.

4. Each trainee shall be a probationary employee for the first four (4) months of employment as a trainee. During the probationary period, the trainee may be discharged, laid off or otherwise terminated without regard to the usual requirement of just cause or without resorting to the grievance procedure applicable to trainees upon completion of the probationary period.

Section 3 - Double Employment

1. Bargaining unit persons covered by this Agreement shall not hold another full-time position. In this instance, "full-time" is defined as employment in excess of twenty (20) hours per week in the same or in a similar capacity for a public body, contractor or in private business.

Section 4 - Discharge, Discipline, Layoff

1. The Board has sole authority to employ, discipline, discharge and/or layoff for cause, but the Union shall have the right, in cases of discharge, discipline or layoff to investigate the reasons therefore and to protest such discharge, discipline or layoff. The Engineering and Janitorial Policy and Procedure Manual shall be the basis for disciplinary action.
2. Except for discharge for intoxication, insubordination, habitual absence, gross negligence, or violation of Board Rules, the Board shall give the employee written notice ten (10) days prior to the effective date of the discharge, or ten (10) days pay, in addition to all other benefits which the employee had accrued to date of discharge. The day on which the notice is given shall be excluded from the ten (10) day period. The employee may resign by giving to the Board the same notice. Failure to give the notice will not entitle an employee to reinstatement after discharge or a back pay award. The decision to discharge is not arbitrable.

Section 5

1. The names and addresses of all employees newly hired or discharged shall be sent to the Union by the Chief Engineer within 72 hours after their hiring or discharge.

Section 6

1. A newly hired employee, without previous service with the Board, shall be considered as a probationary employee for the first sixty (60) days of employment and shall not have the benefit for Article III, Subsection #4 or recourse to the grievance procedure. An employee will not achieve tenure or continued expectancy of contractual service under this Agreement.

Section 7 - Union Dues and Fair Share

1. The Board agrees not to discriminate against members of the Union. Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Union shall be required, as a condition of employment, within thirty-one (31) days after the date of their employment or the execution of this Agreement, whichever is later, to pay to the Union a service charge as a contribution toward the administration of this Agreement and the representation of

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AGREEMENT

July 1, 1998 to June 30, 2001

THIS AGREEMENT, made and entered into by the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS, a body politic and corporate existing as a public entity by virtue of the laws of the State of Illinois, (hereafter referred to as the "Board") and LOCAL 399, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, (hereafter referred to as the "Union") who are now or may hereafter be employed by the Board, agree to the following terms of this Agreement.

ARTICLE I - BARGAINING UNIT RECOGNITION

The Board recognizes the Union as the sole and exclusive representative for all employees engaged in the following operations: operating or assisting in the operation of heating and ventilating equipment, turbines, motors, combustion engines, pumps, air compressors, ice and refrigeration machines, air conditioning units, fans, siphons; also automatic and power oiling pumps and engines; operating or assisting in operating, maintaining and assisting in maintaining all facilities, including all instrumentation and appurtenances utilizing energy from nuclear fission or fusion and its products, such as radioactive isotopes. The Union has represented to the Board that its jurisdiction is as stated.

ARTICLE II - WORK RESPONSIBILITY

Section 1

1. The bargaining unit employees shall operate and maintain in good running order, all machinery and equipment for which they are responsible. They shall perform all work that has traditionally and historically been within the work jurisdiction of the engineers except that they shall not be required to perform major repairs not reasonably expected of an engineer.
2. Employees shall obey all orders of those in authority.

ARTICLE III - EMPLOYMENT CONDITIONS

Section 1

1. When requested to do so, the Union undertakes to stand ready to furnish Board with reliable and competent engineers.

Section 2 - Trainees

1. The number of trainees who may be employed shall be determined by the Board and Union by mutual agreement.
2. The Board will obtain the Union's recommendation for each individual hired as a new trainee and the Union agrees that its recommendation will not be withheld unreasonably.
3. The engineer trainee program is designed to train and qualify persons so that upon completion of

Section 2 - Differentials

1. Assistant Chief Engineers (where applicable) shall have a minimum differential of 7%.
2. Chief Engineers shall have a minimum differential of 12.5%.

Section 3 - Pay Period

1. Employees covered by this Agreement shall be paid every two (2) weeks.

Section 4 - Changes in Rates of Pay

1. Employees covered by this agreement shall receive the cents-per-hour increases in rate of pay provided above even though they may be enjoying a rate higher than specified in Section 1 prior to the day preceding any general wage change authorized by this Agreement.

Section 5 - General

1. Although this Agreement states essential provisions covering wages, hours and working conditions applicable to all covered employees and buildings (Board's), it does not state each privilege, rule of the shop or working condition which employees in a particular building have enjoyed under any prior Agreement or the particular working conditions actually in effect in such buildings. Accordingly, it is agreed that the Board shall not use this Agreement as a reason for reducing or eliminating a beneficial working rule, rule of the shop privilege, wage rate or salary without first obtaining consent of the Union.

Section 6 - Overtime

1. When an employee is called back to work, a minimum of four (4) hours pay at two (2) times the hourly rate will be paid if the call back is within twelve (12) hours of the employee's normal quitting time.
2. When an employee is required to work on a scheduled day off, a minimum of four (4) hours pay at regular time will be paid if he has worked less than forty (40) hours, or at the premium rate specified, if he has completed forty (40) hours of work for that week.
3. Should an engineer be required to report to work earlier than the normal starting time, such earlier amount of time shall be added to the regular day's work and paid at the applicable rate.

Section 7 - Seniority

1. Seniority is the length of service in the bargaining unit in the building. Seniority within a classification shall apply for choice of vacation, job vacancies and shifts. Seniority shall also apply in promotions provided that the employee has the ability to perform the job. See also Appendix E.
2. Seniority cannot be exercised until a vacancy occurs.

such employees. The service charge shall be in the same amount and payable at the same time as the Union's regular dues and initiation fees.

Section 8 - Tuition

1. All members of the union who are full time permanent employees of the Board shall be eligible to receive free tuition for themselves and their dependents for all regular College level credit hour courses offered by the City Colleges of Chicago in accordance with Board policy.

Section 9 - Transfers

1. Open positions at other Board facilities may be bid on by present engineering staff. Selection will be based on the individual's qualifications.
2. Any employee who is granted a transfer to another Board facility shall not be eligible for another transfer for a period of twelve (12) months from the start date at the new facility.
3. New employees will not be eligible for a transfer to another facility until they have completed twelve (12) months of service at the facility where they started.
4. Apprentices will not be eligible for a transfer until they have completed twenty-four (24) months of service at the facility where they started.

ARTICLE IV - WAGES

Section 1 - Rates of Pay

The pay rates for employees covered by this Agreement shall be as follows:

<u>POSITION</u>	<u>RATE PER HOUR</u>	<u>EFFECTIVE</u>
Engineers	\$25.05	July 1, 1998
Engineer Helpers	24.05	July 1, 1998
Trainees	8.00 9.50 11.00 12.50	Beginning Rate After 12 months service After 24 months service After 36 months service

Effective July 1, 1999, the Board will make available a total of \$1.00 per hour to divide between wages and Health and Welfare as determined by the Union.

Effective July 1, 2000, the Board will make available a total of \$1.15 per hour to divide between wages and Health and Welfare as determined by the Union.

In addition to the standard hourly rate, employees who participate in SURS shall be paid an additional \$0.40 per hour.

After eight years of service	Three weeks
After seventeen years of service	Four weeks
After twenty years of service	Five weeks

For payroll purposes, the accrual date for all vacation and personal days shall be January 1, of each year.

Section 2

1. Any employee who has been in the service of the Board continuously for one or more years and whose employment is thereafter terminated for any reason shall be paid for accrued vacation computed from the anniversary date of employment (unless the employee has already used the vacation time) and a portion of next year's vacation which the employee has earned up to the date of termination. This compensation shall be paid at the time the employee receives the final pay from the Board. An additional day of vacation shall be allowed if an employee's vacation period includes one of the paid holidays mentioned in Article X of this Agreement.
2. Vacation accruals shall not be affected by a change of building ownership provided that the employee continues employment in that building.
3. A week of vacation pay shall be forty (40) hours of pay at the employee's regular hourly rate. Regularly employed relief engineers shall receive a prorata vacation based upon their respective terms of employment in the building.
4. Vacations shall be scheduled to follow the days off in an employee's normal work schedule.

ARTICLE IX - RESPONSIBILITIES OF THE CHIEF ENGINEER

Section 1

1. The Chief Engineer shall be responsible to the Board for the safe, economical operation of the plant and for all employees subordinate to him in the Engineering Department. The Chief Engineer shall issue the order to the employees under him and he shall be responsible to the Board for carrying out management orders relating to the building operations.
2. The Board shall inform the Chief Engineer of any contemplated major repairs or major improvements to be made in the equipment under the jurisdiction of the engineers as listed in Article II of this Agreement.

Section 2 - Differential

1. The Chief Engineer shall receive a differential over the wages of the engineers under his supervision. If an inequity in wages exists in the opinion of the Union, the Union representatives shall have the right to notify the Board and request negotiations to adjust the wage differential. A meeting shall be arranged for this purpose within seven (7) days after receipt of request.

ARTICLE V - WORK WEEK

Section 1 - Definition

1. Five (5) consecutive days of eight (8) consecutive hours each shall constitute a week of work. Shifts shall begin between the hours of 6:00 to 8:00 a.m., 2:00 to 4:00 p.m., or 10:00 p.m. to 12:00 Midnight. Engineers shall work forty (40) hours per week in not more than five (5) consecutive days. The work week shall begin at 12:01 a.m. on Monday and end at 12:00 Midnight the following Sunday.

Section 2 - Excess Hours

1. If any engineer is required to work beyond his regularly scheduled hours in any day, he shall be paid therefore and shall not be required to take compensatory time off. Work in excess of forty (40) hours in any one work week shall be paid at one and one-half (1-1/2) times the regular hourly rate. The sixth day of work in a work week will be paid at one and one-half (1-1/2) times the regular hourly rate; the seventh day of work in a work week will be paid at two (2) times the regular hourly rate. Engineers who work less than forty (40) hours in any work week shall be paid at one and one-half (1-1/2) times the regular rate for all work performed in excess of eight (8) hours in any one day. The work week shall begin at 12:01 a.m. on Monday and end at 12:00 Midnight the following Sunday.

ARTICLE VI - FUNERAL LEAVE

Section 1

1. The Board agrees to pay an employee covered by this Agreement for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at regular time, provided the employee attends the funeral.
2. "Immediate family" shall be defined as spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren or any relative residing with the employee or with whom the employee is residing.

ARTICLE VII - JURY DUTY

Section 1

1. The Board shall compensate the employee for the difference between his regular pay and the amount received for jury service.

ARTICLE VIII - VACATIONS

Section 1

1. Regular employees with continuous service shall receive an annual vacation with pay according to the following schedule:

After one year of service	One week
After two years of service	Two weeks

Section 2 - Personal Days

1. Employees who have been in continuous service of the Board for six (6) months shall receive one (1) personal holiday and for one (1) or more years shall be eligible for a second personal holiday; Employees shall give five work days advance notice of the date(s) requested for their personal holiday(s) and, in the event that the Board cannot accommodate multiple requests for the same date, the preference shall be given to the most senior employee.
2. Unused personal days may be accumulated into the sick day bank in accordance with Board policy.

Section 3 - Sick Days

1. All full time permanent employees after twelve (12) months and one (1) day of service shall be entitled to a total of six (6) sick days per year.
2. Sick days may be accumulated into the sick day bank in accordance with Board policy.

ARTICLE XI - RETIREMENT PLAN

Section 1

1. Employees participate, at their own expense, in the State Universities Retirement System (SURS) as provided by law, as set forth in 40 ILCS 5/15-134, as of the first day of employment.
2. Employees who are employed by the Board after August 31 of any calendar year following the employee's attainment of age 68, shall not be required to participate in SURS.

ARTICLE XII - HEALTH AND WELFARE TRUST

Section 1

1. The Board shall contribute the sum of \$100.00 per week to the Health and Welfare Trust, International Union of Operating Engineers, Local 399, for each employee under this Agreement, beginning with the first day of employment. Effective July 1, 1999 and July 1, 2000, contributions will be adjusted in accordance with Article IV, Section 1. Paid vacations and holidays shall constitute time worked for the purposes of this Section.
2. If an employee is absent because of occupational or non-occupational illness or injury, the Board shall make the required payment for a period of three months. Where a temporary replacement is hired for the period of absence referred to above, the Board shall not be required to make contributions on behalf of the temporary employee. The obligation to make these payments shall continue during periods when a new Agreement is being negotiated.
3. All leaves of absence, when granted by the Board, in addition to the requirements of the parties, shall be conditioned upon the Board and the employee making satisfactory arrangements for weekly payments to the Fund; at all times, the payment shall be made by the Board for the period of such granted leave(s) of absence.

ARTICLE X - HOLIDAYS

Section 1

1. The following days, or the days on which they are legally observed, shall be paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Good Friday	Day Following Thanksgiving
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday

2. Any other holidays authorized by the Board for other employee groups will not apply to the employees covered by this Agreement.
3. When an employee's birthday falls on a designated holiday or on a day when the employee is not scheduled to work, the Board and the employee will agree to an alternative date to observe that employee's birthday holiday.
4. A day of holiday pay shall be eight (8) hours pay at the employee's regular hourly rate for each of the holidays mentioned above when no work is performed on those days.
5. An employee who is required to work on any of the specified holidays shall be paid two and one-half (2-1/2) times his regular rate of pay for hours worked. An employee scheduled to work who fails to report for work shall receive no holiday pay.
6. If an employee is not scheduled to work and is called in to work, the provisions of Article VIII, Section 6 shall be applied as follows:

Four hours of work or less:	Receives 8 hours holiday credit, plus two and one half (2-1/2) times regular pay for hours worked.
Excess of four hours work:	Receives an 8-hour guarantee of pay at two and one-half (2-1/2) times regular pay but no holiday credit.

7. Eight (8) hours of such holiday pay shall be credited as hours worked for the purpose of computing overtime (over forty hours) with the exception of the engineer who received eight (8) hours of pay for a holiday which occurs on one of such engineer's regular days off.
8. Regularly employed relief engineers shall receive the holidays which fall within their respective terms of employment in the building.
9. The employee whose shift falls partly within and partly without the holiday (12:01 a.m. to 12:00 Midnight) shall receive holiday pay if a majority of the hours of such engineer's shift falls on the holiday.

Chicago within ten (10) days after delivery of the Step Two decision.

This appeal shall be in writing, stating specifically the act or condition on which the grievance is based, why the disposition of the grievance offered by the supervisor or president in Step Two is unsatisfactory, and shall be duly signed.

The Vice Chancellor of Administrative Services or his designee shall promptly meet and confer on the appeal. The Vice Chancellor of Administrative Services shall communicate his decision, in writing, to the aggrieved employee and to any Union representative who participated in the grievance.

Step Four

If said grievance is not resolved in Steps One, Two or Three of this Article, it shall be submitted to an arbitrator who shall be designated in rotation from a panel of five (5) arbitrators requested from the American Arbitration Association jointly by the parties. The parties shall then attempt to agree upon an arbitrator and if they fail to agree, four (4) names from the list of five (5) arbitrators shall be eliminated by the Union and the Board, alternately striking one name at a time, with the Union striking first.

Such arbitrator shall hear the matter within fifteen (15) days of receipt of such agreed designation and shall render a written award within thirty (30) days after the hearing, if there is no transcript of the hearing; or, within thirty (30) days after receipt of briefs, if briefs are to be furnished. Compensation of the said arbitrator shall be paid, one-half by the Union and one-half by the Board.

The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement and shall be without power of authority to make any decisions:

- a. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement; or
- b. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law.

Section 2 - Appeal

- 1. The Board and the Union agree that neither party will appeal an arbitration award to the courts unless the arbitrator is believed by either party to have acted illegally. The Board and Union also agree not to appeal any arbitration case to the courts until the arbitrator has heard the case and rendered an award, even if either the Employer or the Union believes the arbitrator has acted illegally.
- 2. The Board and the Union agree that all arbitration awards shall fully and immediately be followed. If an arbitration award is questioned it will nevertheless be complied with, subject to future adjudication.

ARTICLE XVI - NON-DISCRIMINATION CLAUSE

Section 1

- 1. The Board and the Union agree not to discriminate against applicants or employees in regard to

4. Whenever the Board is not obligated to make payments to the Fund for an absent or temporary employee, then the employee shall make the required payment.

ARTICLE XIII - SEVERANCE PAY

Section 1

1. Any employee in the service of the Board continuously for five (5) or more years whose employment with the Board is permanently terminated because of technological improvements shall be eligible to receive a severance allowance equal to one-half of one percent ($\frac{1}{2}$ of 1%) of his regular earnings during the twelve month period immediately preceding notice of separation, multiplied by the number of employee's full years of continuous service with the Board as of the date of separation.
2. Upon acceptance of severance pay, the employee shall be deemed to have waived all future rights of employment with the Board.

ARTICLE XIV - STRIKES, LOCKOUTS, PICKETING

Section 1

1. During the term of this Agreement, there shall be no strikes, lockouts or picketing.

ARTICLE XV - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1

1. The procedure for handling a grievance pertaining to any difference or dispute which may arise under this Agreement shall be as follows:

Step One

The aggrieved employee, accompanied by the steward, if the employee so desires, shall consult with the employee's foreman, immediate supervisor, or Chief Engineer. If a group of employees are involved in the grievance, the steward shall represent the employees. In any event, since it is in the best interest of all concerned that a grievance be promptly and expeditiously resolved, an aggrieved employee and/or the steward of the employee(s) involved, shall present such grievance as soon as reasonably possible following the event which gives rise to its occurrence, or after such employee and/or the steward of the employee(s) involved first acquired knowledge concerning such event.

Step Two

If the matter is not settled in the first step, the foreman or immediate supervisor, together with the aggrieved employee, the steward and a Union representative, shall take the grievance up with a representative of the Board at a mutual location.

Step Three

If the grievance is not satisfactorily resolved through Step Two, the Union or the aggrieved employee may appeal to the Vice Chancellor of Administrative Services of the City Colleges of

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APPENDIX A

**GENERAL POLICY STATEMENT
FROM THE CHIEF AFFIRMATIVE ACTION OFFICER OF THE
CITY COLLEGES OF CHICAGO**

Both the Chancellor for the City Colleges of Chicago and the Board of Trustees of Community College District No. 508 guarantee adherence to an Affirmative Action Policy. The continued success of the City Colleges of Chicago relies heavily upon the full and effective utilization of qualified persons regardless of race, color, religion, sex or national origin. We have an enduring obligation to hire and develop the best people we can find basing our judgment on job-related qualifications, not only because it is legally required, but also because it is morally right.

We will continue to direct our employment and personnel practices toward equal opportunity for everyone. We simply cannot afford to deprive ourselves of capable people based upon archaic and unjust codes of conduct. Therefore, we intend that all matters relating to recruitment, hiring, training, compensation, benefits, promotions, transfers, layoffs, recall from layoffs, and all treatments on the job be free from discriminatory practices.

As opportunities for transfer, advancement or promotion occur, including promotions into and within management, periodic reviews and analysis of personnel records will be made to ensure all minorities and women continue to receive equal consideration and that only valid requirements are imposed for these opportunities.

We intend to measure ourselves against specific objectives which will continue to move our total employment posture aggressively toward full and equal participation of all employees in the opportunities available.



Chancellor
Chief Affirmative Action Officer

employment, tenure, or any other term or condition of employment on the basis of race, sex, color, age, religious creed, national origin, or ancestry in violation of any law.

- 2. In this Agreement, whenever the masculine gender is used, it shall be deemed to include the feminine gender.

ARTICLE XVII - DURATION OF AGREEMENT

Section 1

- 1. This Agreement shall remain in full force notwithstanding changes in ownership, control or management of any building. Within thirty (30) days of change in ownership or management of any such building, the Board shall notify the Union of such change. Changes in ownership, control or management do not relieve the owner or manager of obligations covered by this Agreement.
- 2. This Agreement shall be effective as of July 1, 1998 and shall continue in full force and effect until midnight June 30, 2001 and shall continue from year to year thereafter unless a sixty (60) day notice, prior to June 30, 2001, or on any expiration date, in a subsequent contract year, either party notifies the other in writing of its desire to amend or terminate same.
- 3. For the duration of this Agreement, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining whether or not discussed during negotiations or mentioned herein; provided however, such waiver shall not prevent the parties from reaching mutual understandings as to the application or interpretation of any provisions of this Agreement.
- 4. Should 115 ILCS 5/4.5 be repealed in whole or in part, either party may request, upon 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.

ARTICLE XVIII - EXECUTION OF AGREEMENT

This Agreement is made in quintuplet and each copy is an original specimen executed at Chicago, Illinois, on this _____ day of _____, 1998.

FOR THE BOARD OF TRUSTEES,
COMMUNITY COLLEGE DISTRICT 508:

FOR INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL #399:

Chairman

SEP 3 1998

Business Manager - President

Secretary

Recording - Corresponding Secretary

Business Representative

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APPENDIX B

LETTER OF UNDERSTANDING

This Letter of Understanding is made and entered into effective July 1, 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, a body politic and corporate existing as a public entity by virtue of the laws of the State of Illinois, (hereafter referred to as the "Board") and Local 399, International Union of Operating Engineers, AFL-CIO (hereinafter referred to as the "Union").

Both parties agree to adopt the provisions of the Agreement between the Board and the Union (attached hereto) which is effective July 1, 1998, through June 30, 2001, except that the following provision shall be an addition, modification, and /or exception to the Agreement and substituted therefore.

1. Article 4, Section 7, paragraph 1 - Seniority

Add the following to paragraph 1:

When selecting a person to fill a vacant Chief Engineer's position, the Employer shall first consider interested members of the building's engineering staff, in order of seniority. The parties agree, however, that the ability to satisfactorily perform the duties of the Chief Engineer's position may require, among other things, demonstrated skills in effective communication, leadership, organization, and motivation as well as technical knowledge. Individuals selected to fill Chief Engineer positions shall be considered probationary employees for the first sixty (60) days of their employment as Chief Engineer.

For the BOARD OF TRUSTEES,
COMMUNITY COLLEGE DISTRICT 508

By: _____

Title: CHAIRMAN OF THE BOARD

SEP 3 - 1998

For Local 399, INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO

By: _____

Title: PRESIDENT & BUSINESS MANAGER

Patricia A Buck
ASSISTANT BOARD SECRETARY

HEALTH AND WELFARE TRUST
LOCAL 399 INTERNATIONAL UNION OF OPERATING ENGINEERS
763 West Jackson Boulevard, Chicago, Illinois 60661

PARTICIPATING AGREEMENT

The undersigned Employer is cognizant of Local 399's Health & Welfare Trust Agreement effective June 1, 1966 (hereinafter called "Agreement") between certain Union and Employer Trustees. Pursuant to that Agreement, the Employer hereby applies to the Trustees for the purposes of having said Agreement extended to cover and apply to its employees who are covered by a collective bargaining agreement with Local 399.

The Union and the Employer shall be bound by, and hereby assent to, all of the terms of the Trust Agreement creating said International Union of Operating Engineers, Local 399 Health & Welfare Plan, all of the Rules and Regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adopted.

The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

The Employer agrees to make contributions to the Trust Fund in an amount provided for in the applicable Collective Bargaining Agreement in effect from time to time between the Employer and the Union.

BASIS OF PARTICIPATION

Collective Bargaining Agreement Dated JULY 1, 1998. Entered into between Local No. 399 I.U.O.E. and CHICAGO CITY COLLEGES

Building Address: VARIOUS

Health & Welfare Contributions to Commence Effective JULY 1, 1998 Rate Per Week \$100.00
Rate Changes During Agreement: Date JULY 1, 1999 Rate SEE ARTICLE IV, SEC 1
Date JULY 1, 2000 Rate SEE ART IV, SEC 1 Date Rate

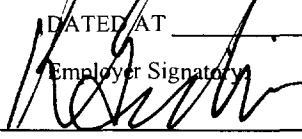
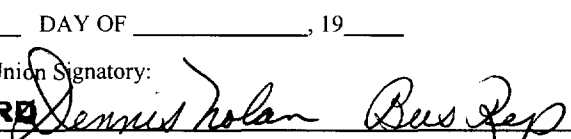
Termination Date of Agreement: JUNE 30, 2001

Business Address: 226 W JACKSON BLVD, RM 1226 PAYROLL RECORDS

City CHICAGO State IL Zip Code 60606

The amount of contributions specified herein shall be in effect for the period stipulated in said collective bargaining agreement. In all other respects, the undersigned parties do hereby ratify and confirm said AGREEMENT and do hereby agree to be bound by each and every provision contained therein and do each and every act and thing as required and provided therein. Said parties do further consent to the appointment of the Trustees heretofore designated and ratify, approve and consent to all matters heretofore done in connection with the creation and administration of such AGREEMENT,

DATED AT _____ THIS _____ DAY OF _____, 19____

 _____ Signature	 _____ Signature
<p style="text-align: center;">CHAIRMAN OF THE BOARD</p> _____ Title	<p style="text-align: center;">DENNIS NOLAN, BUSINESS REPRESENTATIVE</p> _____ Title

Ronald J. Gidwitz Printed or Typed

EMPLOYER RECORD DATA
(To Be Completed By Employer)

Approximate Number of Employees to be Covered _____ Business Phone _____

CHECK ONE: New Agreement _____ Renewal Agreement _____

Business is (check one):
Corporation _____ Partnership _____ Proprietorship _____

ACCEPTED ON _____ BY _____, Managing Director