

21369

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

JUL 1 - 1999

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

COUNTY OF COOK
AND STATE OF ILLINOIS

RESOLUTION: RATIFY AGREEMENT BETWEEN THE
BOARD OF TRUSTEES
AND
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES,
LOCAL 3506, COUNCIL 31, AFL-CIO - LOCAL 3506
[ADULT EDUCATORS]

WHEREAS, the Board of Trustees authorized its representatives to enter into negotiations for an Agreement with the American Federation of State County & Municipal Employees [AFSCME] Local 3506, for Adult Educators, with said Agreement subject to the approval of the Board; and

WHEREAS, the representatives of the Board have concluded negotiations with representatives of Local 3506 resulting in a proposed four-year contract based on certain provisions of the previous Agreement that ended June 30, 1998; and

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

NOW, THEREFORE, BE IT RESOLVED by this Board of Trustees that the Memorandum of Agreement as negotiated with the AFSCME representatives for the period July 1, 1998 through June 30, 2002 is hereby approved by this Board; and that the Board of Trustees hereby authorizes the Chairman and Secretary to execute said Agreements on behalf of the Board.

July 1, 1999

CITY COLLEGES OF CHICAGO

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into this _____ day of July 1999, by and between the Board of Trustees of City Colleges of Chicago (hereinafter the "Board") and The American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, and its Local 3506 (hereinafter the "Union") for and on behalf of the Adult Educators covered hereby who are now employed as Adult Educators and to be employed as Adult Educators by the Board, all of whom are collectively designated as "employees."

The Union and the Board hereby agree that the 1995-1998 Collective Bargaining Agreement in effect between the parties (herein the "Principal Agreement") shall be modified as follows:

1. Except as modified by this Memorandum of Agreement, the Principal Agreement shall remain in full force and effect.
2. This Memorandum of Agreement is in full and final settlement of any and all issues outstanding between the Union, the employees, and the Board. The parties acknowledge that they have bargained fully and in good faith with respect to any and all proper issues of collective bargaining and that this Memorandum of Agreement concludes collective bargaining for the terms hereof, except where specified.
3. In Article IX, Discipline, delete the last sentence of Paragraph 2 and substitute the following:

"The employee shall be informed of her/his right to Union representation prior to any meeting to discuss discipline, and whenever practicable the Board shall notify the Union in advance of such a meeting. Any meeting to discuss discipline shall occur during the employee's regular work schedule."

4. In Article XII, Section 3, Grievance Proceeding, Step 1, delete the second sentence and substitute the following:

"The grievance form should be mutually agreed upon the Board and the Union and provided by the Union, and shall contain a statement of the grievant's claim, the Section(s) of the Agreement allegedly violated, the date of the alleged violation and the relief sought and the date submitted."

5. In Article XII, Section 3, Grievance Proceeding, Step 1, insert the following as the last sentence:

"If the claim has been previously discussed with an Employer representative who has so indicated by signing the grievance form, that individual may not be the College President's designee for Step 1."

6. In Article XIV, insert the following as the new Section 7:

"Section 7: Health and Safety

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

7. In Article XI, insert the following as the new Section 10:

"Section 10: Funds For Professional Development.

After three full years of employment, Adult Educators who are regularly scheduled to work 24 hours a week shall be entitled to apply for reimbursement of professional development expenses as set forth herein.

The Board and the Union agree that each year the sum of \$13,000 shall be provided as a pool from which Adult Educators may apply for reimbursement for graduate expenses. The reimbursement amount shall not exceed \$500 per person, per fiscal year. Adult Educators may not apply unless they have received the written approval of their College President, in advance, of the course or program to be taken. Expenses will only be approved for graduate level work related to the Adult Learning Skills Program. The Board will endeavor to allocate the available resources fairly among the campuses and applying Adult Educators. Any unused fund will be carried over and made available in the next fiscal year."

8. Insert a new Section entitled Performance Evaluations:

"All Adult Educators will be subject to a performance evaluation by their supervisor(s). As part of the evaluation process, an employee's supervisor shall discuss the evaluation with the employee and give him/her the reasons for such evaluation and an opportunity to clarify or rebut his/her evaluation.

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

9. Revise Article XIV - Miscellaneous, Section 6: Printing Agreement:

"The Union will have this Agreement printed in booklet form. Employees shall receive a copy of the printed Agreement. The Board and Union shall receive a reasonable number of extra copies. The Employer shall pay half of the Union's cost of printing; provided the Employer is given the opportunity to proof and approve the language prior to printing."

10. In Article VI, Employment Conditions, insert the following as new Section 6: Conflicts of Interest:

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

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

Notwithstanding the literal language of Article VI, Section 6, Conflicts of Interest, an individual may be employed as Adult Educator even though he or she holds a position with a site provider, including a position for pay, or as a member of the Board of Directors, or as a volunteer, so long as the relationship is not with the site he or she is employed to teach."

11. In Article VIII, Section 1: Continued Employment, delete Section (a) and substitute the following:

“(a) Employees must complete a probationary period of thirty-two (32) weeks of satisfactory teaching.”

12. Revise Article XI, Section 11: Preparation Time:

“The formula shall be revised to reflect \$1050 rather than \$900. The hourly effective rate shall be increased from 78¢ per hour to 91¢ per hour.”

13. Article XI, insert the following a new Section 14: Bereavement Leave:

“In case of death in the immediate family, an employee shall be allowed up to the number of days off work equivalent to that of the employee’s regularly scheduled workweek as paid leave. The leave period shall commence not earlier than the day of the immediate family member’s death and shall conclude no later than the seventh day after said family member’s burial.

The employee shall be paid only for scheduled workdays which are missed during said leave period.

For example, an employee’s family member dies on a Thursday and is buried on the following Tuesday. The employee is regularly scheduled to work Monday and Wednesday. The employee is eligible for two paid days off between the date of death and seven days after the family member’s burial. The employee may choose to take off and be paid for: (1) the Monday and Wednesday following the family member’s death; or (2) the Wednesday and Monday following the family member’s burial; or (3) the Monday following the death and the Wednesday following the burial.”

14. Revise Article XI, Section 1: Wages

All employees who are actively employed on both July 1, 1998, and on the date of ratification shall receive the following increases:

- a. Effective July 1, 1998 - 2.25%

Thereafter, active employees shall receive the following increases:

- b. Effective July 1, 1999 - 3%

c. Effective July 1, 2000 - 3%

d. Effective July 1, 2001 - 3.5%

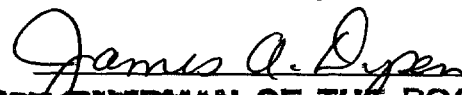
15. Revise Article XI, Section 13: Retention Differential in accordance with Exhibit A, which is attached to this Memorandum of Agreement.

16. The terms of this Agreement shall be from July 1, 1998 through and including June 30, 2002.

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


For AFSCME Council 31

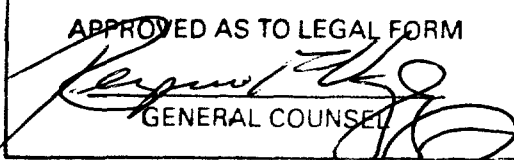
For City Colleges of Chicago


VICE CHAIRMAN OF THE BOARD


ASSISTANT BOARD SECRETARY

Date _____

Date JUL 1 - 1999

APPROVED AS TO LEGAL FORM

GENERAL COUNSEL

21369

City Colleges of Chicago
Adult Educators - AFSCME Contracts

Amount

	540	732	924	1116
0	0	0	0	0
1	0	0	0	0
2	0	0	0	0
3	5	6	9	11
4	5	6	9	11
5	10	14	20	24
6	10	14	20	24
7	14	18	27	32
8	14	18	27	32
9	14	18	27	32
10	17	23	34	41
11	17	23	34	41
12	17	23	34	41
13	17	23	34	41
14	17	23	34	41
15	21	28	40	48

EXHIBIT A