

21302

**ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508**

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

JUN 3 - 1999

RESOLUTION

**COUNTY OF COOK
AND STATE OF ILLINOIS**

Adopt Settlement Agreement - Retroactive Bonus Grievance

FCCTP LOCAL 1708

WHEREAS On July 1, 1996, the Board of Trustees reached agreement with the Federation of College Clerical and Technical Personnel regarding a new collective bargaining agreement containing salary increases for FCCTP members employed during the period of extended bargaining, and

WHEREAS Twenty four bargaining unit members employed during the extended bargaining, left the employ of the Board without being granted the retroactive bonuses envisioned, and

WHEREAS The FCCTP filed a grievance on behalf of these twenty three individuals, which, upon investigation, involves \$23,708.16 in retroactive salary increase and bonuses for employees eligible, and the Board wishes to resolve this grievance,

NOW THEREFORE BE IT RESOLVED that the negotiated settlement agreement between the Board and Local 1708 (attached) is hereby adopted.

June 3, 1999

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1708/UNIT I MEMBERS EMPLOYED BETWEEN 7.1.96 AND 3.31.97

* 7/1/96 3.5% RETRO AMOUNTS OWED EMPLOYEES TERMINATED PRIOR TO 4/11/97 PAYOUT

NAME	SSN	LOC	ANN SAL	3.5%*	TERM DATE
T.S. SAMOCKI	336-42-7054	DO	\$36,876	\$1290.66	02.15.97
S.P. BRIDGETT	540-02-2423	DO	\$27,336	\$956.76	11.01.96
A.J. OBUONG	361-58-8397	DA	\$28,896	\$1011.36	10.03.96
M. FRANCZYK	357-22-9917	DA	\$40,716	\$1425.06	11.30.96
I.J. STEWART	355-24-6146	HW	\$33,420	\$1169.70	12.31.96
G.B. NICHOLS-MARSHALL	358-60-3197	HW	\$27,516	\$963.06	10.03.96
R.E. BROWDER	355-20-8475	HW	\$30,324	\$1061.34	02.14.97
T.M. SMITH	360-52-5741	HW	\$23,724	\$830.34	01.02.97
J. CROSS-RHODES	290-36-7618	KK	\$28,032	\$981.12	07.05.96
G.F. WILLIAMS	333-50-2702	MX	\$27,516	\$963.06	09.03.96
J. LAWSON-JOHNSON	337-64-2935	MX	\$24,996	\$874.86	11.22.96
J.L. WINN	342-46-5294	MX	\$21,000	\$735	12.05.96
D. WELLS	352-68-9693	OH	\$30,204	\$1057.14	07.31.96
E. BROOKS	577-62-3662	OH	\$30,324	\$1061.34	08.19.96
R.P. THOMPSON	320-38-4563	TR	\$27,516	\$963.06	11.07.96
W.F. MILLIGAN	338-30-3986	TR	\$30,324	\$1061.34	01.31.97
R. BESICH	320-12-0145	TR	\$30,324	\$1061.34	08.12.96
L. WINDHAM	354-64-0782	WR	\$28,896	\$1011.36	10.11.96
E.R. NUNEZ	451-64-0325	WR	\$22,488	\$787.08	03.13.97
A. CLAY	338-48-3696	WR	\$23,724	\$830.34	01.31.97
K. MARKHAM	335-66-4115	WR	\$21,408	\$749.28	02.28.97
J. JENSEN	340-50-8164	WR	\$22,488	\$787.08	11.08.96
P. HALGAS	360-64-3556	WR	\$31,812	\$1113.42	09.06.96
V.L. McKNIGHT-JEW	327-38-8092	OH	\$27,516	\$963.06	01.26.97
TOTAL				\$23,708.16	

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**MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
AND
THE FEDERATION OF COLLEGE CLERICAL
AND TECHNICAL PERSONNEL, LOCAL 1708, IFT/AFT, AFL-CIO**

This Memorandum of Agreement is made and entered into by and between the Board of Trustees of Community College District # 508, County of Cook and State of Illinois ("City Colleges") and the Federation of College Clerical and Technical Personnel, Local 1708, American Federation of Teachers, AFL-CIO ("Union").

WHEREAS, the City Colleges and the Union are parties to a collective bargaining agreement effective July 1, 1996 through June 30, 2000 ("Agreement") covering certain designated City Colleges' clerical and technical employees for whom the Union is the sole and exclusive bargaining agent; and

WHEREAS, the Union filed a grievance on the payment of lump sum bonuses pursuant to Appendix B.1. of the Agreement ("Grievance"); and

WHEREAS, the Union processed the Grievance with the City Colleges and the parties hereto have agreed to resolve their differences arising from the facts forming the basis of the Grievance;

NOW, THEREFORE, in consideration for the following covenants, promises, releases and agreements, the sufficiency of which are hereby acknowledged by the parties, the parties agree:

1. City Colleges hereby agrees to pay to each of the individuals named on Attachment A hereto a lump sum equal to 3.5% of his or her base annual salary, less any statutory deductions, pursuant to Appendix B.1. of the Agreement.
2. The total amount of all lump sum bonuses paid to the named individuals shall not exceed \$23,708.16.
3. The Union hereby forever releases and discharges the City Colleges from any and all claims which it has or may have arising out of the incidents which gave rise to the Grievance, and any claim relating to lump sums due or payable pursuant to Appendix B.1. of the Agreement.
4. This settlement is in full resolution of the Grievance and the claim therein, and any claim relating to lump sums due or payable pursuant to Appendix B.1. of the Agreement.
5. This settlement shall not constitute or operate as an acknowledgment or admission of liability or wrongdoing of any kind by the City Colleges, or any of its officers or agents.

6. This settlement and its terms shall not serve as precedent for any other case involving the City Colleges, or any of its officers or agents; shall apply only to matters referred to in this Memorandum of Agreement; 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.
7. The parties shall draft a letter, a copy of which shall be sent to the attention of each person to whom payment is required to be made pursuant to paragraph 1 of this Memorandum of Agreement, which explains that the payment is the result of the parties' settlement of the Grievance. The letter shall be jointly executed by the Union and the City Colleges and shall accompany the check.
8. The payments to individuals required in paragraph 1 of this Memorandum of Agreement shall be made by the City Colleges on or before July 2, 1999. A xerox copy of the check and of the letter sent to each such individual shall be provided to the Union President at the time they are sent to those individuals. The City Colleges shall notify the Union President in the event that a letter and payment is returned as undelivered to an individual's last known address, so that the Union may take reasonable efforts to locate the individual.

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

**Federation of College Clerical and Technical Personnel,
Local 1708, American Federation of Teachers, AFL-CIO ("Union")**

By: Kathleen J. Slowik
Title: President

Date: June 9, 1999

**Board of Trustees of Community College District No. 508,
County of Cook and State of Illinois ("City Colleges")**

By: James A. Dye
Title: VICE CHAIRMAN OF THE BOARD

Date: JUN 3 - 1999

ATTEST: Patricia A. Buck
ASSISTANT BOARD SECRETARY

