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DEC - 5 2003

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

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

RESOLUTION

TO APPROVE

**AMENDMENT TO 2000-2005 COLLECTIVE BARGAINING AGREEMENT BETWEEN
BOARD OF TRUSTEES, ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 508
AND FEDERATION OF COLLEGE CLERICAL AND TECHNICAL PERSONNEL,
LOCAL 1708, IFT-AFT, AFL-CIO**

WHEREAS, the Board and the Federation of College Clerical and Technical Personnel, Local 1708, ("Local 1708") are parties to a collective bargaining agreement effective during the period of July 1, 2000 to June 30, 2005;

WHEREAS, the Board laid off several employees represented by Local 1708 in June and July 2003 and Local 1708 had filed several grievances contesting those layoffs;

WHEREAS, under amendments to the Illinois Educational Labor Relations Act, the Board is required to engage in good faith bargaining over the impact and effects of the aforementioned layoffs;

WHEREAS, after a demand for bargaining by Local 1708, City Colleges of Chicago representatives have engaged in good faith collective bargaining with Local 1708 representatives as required by law and have reached agreement with respect to recall rights and order of layoff in future reductions in force;

WHEREAS, the supplemental agreements are set forth in the attached "Amendment to 2000-2005 Collective Bargaining Agreement between the Board of Trustees, Illinois Community college District No. 508 and Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO" ("Amendment");

WHEREAS, the supplemental agreement concludes all issues and disputes with respect to the employees laid off from the Local 1708 bargaining unit in June and July 2003;

WHEREAS, the Chancellor recommends that the Board approve the Amendment and authorize implementation of its terms.

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 Amendment to 2000-2005 Collective Bargaining Agreement between the Board of Trustees, Illinois Community college District No. 508 and Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO and authorizes the Chancellor and/or his designee to implement its terms.

December 5, 2003

**AMENDMENT TO 2000-2005 COLLECTIVE BARGAINING AGREEMENT BETWEEN
BOARD OF TRUSTEES, ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 508
AND FEDERATION OF COLLEGE CLERICAL AND TECHNICAL PERSONNEL,
LOCAL 1708, IFT-AFT, AFL-CIO**

WHEREAS the Federation of College Clerical and Technical Personnel, Local 1708, IFT-AFT, AFL-CIO and the Board of Trustees, Illinois Community College District No. 508 (the Board") are parties to a collective bargaining agreement dated July 1, 2000 to June 30, 2005;

WHEREAS the Union has demanded bargaining over the impact and effects of the layoff decisions made by the Board in May and June 2003;

WHEREAS the Union and the Board have engaged in good faith bargaining;

WHEREAS the Union and the Board agree that it is in their respective and mutual best interest to amend the collective bargaining agreement to make provision for impact and effects of future layoff decisions.

NOW THEREFORE in consideration of the promises set forth hereinafter the Union and the Board agree that for reductions in force occurring after the execution of this amendment to the collective bargaining agreement, the following shall apply:

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 within the classification;
- b. Probationary employees within the classification;
- c. Inverse order of seniority within the classification (the least senior employee in the classification to be laid off first) provided however, that Board may select an employee in the classification for layoff out of inverse order of seniority if that employee has ~~been the subject of~~ a disciplinary suspension in the preceding twelve (12) months. *received*

3. **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

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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.

4. 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, classification/title, seniority date (date of hire), layoff date and facility. An employee laid off shall be entitled to fill a vacancy in his or her classification/title 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. Notices of recall shall be transmitted to the employee's address on file with the Board's Office of Human Resources and Development via certified mail, return receipt requested. Any employee who is recalled to a different facility and/or department shall be provided a period of six (6) months in which to train and learn any new procedures or skills necessary to perform the job in the new department or facility. Said employees shall be evaluated within thirty (30) days after completing their six (6) month training/learning period. Employees who receive an unsatisfactory evaluation shall have a copy of deficiencies accompany the evaluation. Another evaluation shall be conducted thirty (30) days later. If that evaluation is still unsatisfactory, the employee shall be laid off and their right to recall shall terminate.

5. Rights to consideration to fill vacancies within the bargaining unit. The Board shall place all employees laid off on a recall-mailing list to receive notice of vacant positions for a period of two (2) years from the effective date of the employee's layoff. The Board shall provide a copy of the recall-mailing list to the Union on a periodic basis or upon request. Laid off employees on the recall-mailing list who apply for bargaining unit vacancies to which they are not entitled to recall in accordance with paragraph 4 above shall receive priority consideration to fill bargaining unit vacancies if the employee is qualified to fill the position and there is no candidate with superior qualifications, skills or abilities. As between laid off bargaining unit employees who apply for the same position under this paragraph, the Board shall select the more senior employee provided that the employees have relatively equal qualifications, skills and abilities.

6. Salary on filling a lower graded position. Employees who are transferred to a lower graded classification/title within the bargaining unit as a result of and *in lieu* of a reduction in force, or who are rehired to a lower graded classification/title within two years after being laid off in connection with a reduction in force in accordance with paragraph 4 above, shall receive the maximum salary of the grade to which they are transferred or rehired or their pre-transfer/hire salary, whichever is less. In the event that that salary is greater than the salary for the employee's longevity step, the employee's longevity step increases will thereafter be frozen until the longevity scale reaches or exceeds the employee's salary.

7. Termination of rights to consideration for vacant bargaining unit positions. Laid off employees' right to be considered to fill vacant positions shall terminate upon the following:

- a. The employee's recall under paragraph 4.

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- b. The employee's acceptance of a position under paragraph 4.
- c. The employee's election to retire under the State University Retirement System.
- d. The expiration of two (2) years from the date of layoff.

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8. Union's withdrawal of all grievances with respect to reductions in force. The Union hereby withdraws with prejudice to its right to re-file all grievances filed by in connection with the reduction in force in its bargaining unit approved by the Board in May, June or July 2003.

9. Waiver of additional bargaining over the impact and effects of layoffs. The Union agrees that it has a full and fair opportunity to make demands upon the Board with respect to the impact of layoffs of bargaining unit employees due to contracting or financial reasons. The Union hereby waives any right to demand additional bargaining over the impact and effects of the Board decisions to layoff bargaining unit employees due to contracting or financial considerations to and including the expiration of the collective bargaining agreement.

10. Effective Dates. Any employees laid off after November 30, 2003, shall be laid off in accordance with this agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of

JAL 11-13-03 December
~~August~~ 2003.

BOARD OF TRUSTEES, ILLINIOS COMMUNITY COLLEGE DISTRICT, NO. 508

FEDERATION OF COLLEGE CLERICAL AND TECHNICAL EMPLOYEES, LOCAL 1708, IFT-AFT, AFL-CIO,

BY: _____
James Tyree, Chairman

BY: _____
Delores Withers, President

DATED: _____

DATED: _____

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