

31378
ADOPTED – BOARD OF TRUSTEES COMMUNITY COLLEGE
DISTRICT NO. 508
APRIL 4, 2012

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

RESOLUTION

TO APPROVE THE
TENTATIVE AGREEMENT FOR A COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
AND THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO AND ITS LOCAL 3506

WHEREAS, the Board and the Federation of State, County and Municipal Employees, Council 31, AFL-CIO and its Local 3506 (“Local 3506”) are parties to a collective bargaining agreement effective July 1, 2006 through June 30, 2010;

WHEREAS, Board representatives have engaged in good faith collective bargaining with representatives of Local 3506 as required by law and have reached tentative agreements with respect to changes in wages, hours and other terms and conditions of employment of the employees represented by Local 3506;

WHEREAS, the terms of the agreement are set forth in the tentative agreement dated July 1, 2010 (See Exhibit A – Executive Summary Tentative Agreements for 2010-2016);

WHEREAS, the Chancellor recommends that the Board approve the tentative agreement;

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, hereby:

1. Approves the tentative agreements reached by the Board representatives and Local 3506, as outlined in Exhibit A; and
2. Authorizes the Chancellor or her designee to draft a collective bargaining agreement consistent with the tentative agreement and to submit the collective bargaining agreement for execution by Local 3506 and the Board Chair.

April 4, 2012 - Office of the General Counsel

EXHIBIT A
AFSCME Local 3506
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Article/Section/ Page (AE = Adult Educators; CO = Coordinators)	Summary of Proposed Contract Language
AE/Agreement	Term of July 1, 2010 to June 30, 2016, reflected throughout agreement.
AE/Agreement	Replace the term “module” with “term” throughout agreement.
AE/I(4)/p. 8	<p>Union Rights/Bulletin Boards</p> <p>Add the following to the last sentence:</p> <p>Under no circumstances shall notices or other materials of a political, partisan, religious, <u>commercial (classified ads, etc.)</u> or defamatory nature be posted on the Union’s bulletin boards.</p>
AE/I(5)/p. 8	<p>Union Rights/Union Convention Delegates</p> <p>Add the following:</p> <p>With at least thirty (30) calendar days’ notice, official employee delegates will be released to attend State and International AFSCME conventions. The number of such official delegates shall be limited by the Union’s State and International Constitutions, <u>however, in no event will more than three (3) employee delegates be released from any one college at the same time.</u> Any employees thereby unable to meet their class assignments shall be paid for any lost time at their regular hourly rate.</p>
AE/I(6)/p. 8	<p>Union Rights/Information Provided to Union</p> <p>Revise as follows:</p> <p>Monthly, the Board shall notify the Union, in writing, of the following personnel transactions involving bargaining unit employees: names; date of hire; employment status (including changes); hours of work; Social Security <u>employee ID numbers</u>; addresses; phone numbers; and campus locations. The Board will cooperate with the Union in endeavoring to provide this information via computer. Each term, the President of each college, <u>or his/her designee</u> shall provide the Union with a site roster.</p>

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<p>AE/I(8)/p. 8</p>	<p>Union Rights/Conference and Meeting Rooms</p> <p>Revise as follows:</p> <p>The Union shall be permitted to use telephones and conference and meeting rooms for Union meetings upon request <u>48-hour advance notice to the President of the home college campus or his/her designee(s); provided that such use does not interfere with the Board's operation of its classes, programs and facilities. Approval of such requests shall not be unreasonably withheld.</u> Telephone use shall not include any long distance calls at the Board's expense.</p>
<p>AE/V/p. 12</p>	<p>Labor/Management Committee</p> <p>Add new language as follows:</p> <p>For the purposes of creating harmonious and open communications between the Union and the Board, the staff representative of the Union and the Board's Chancellor or his/her designee(s) shall meet at least twice (preferably three times) a year (preferably one per semester) to discuss any problems of mutual concern. In addition to the Local Union President, the Union shall have in attendance one representative from each Adult Education campus including learning centers. In addition to the Chancellor or his/her designee, the Board shall have in attendance the Deans of Adult Education of each College, or his/her designee, <u>the Vice Chancellor for Strategy and Institutional Intelligence or his/her designee,</u> and the Associate Vice Chancellor of Adult Education or his/her designee. <u>The parties agree to exchange proposed agenda items at least seven (7) calendar days in advance of the meeting to enable both parties to be better prepared to address the issues raised.</u> One agenda item for the first such "Central Labor/Management Committee" shall be to establish procedures for holding regular labor/management meetings at each campus location.</p>
<p>AE/VI(2)/p. 13</p>	<p>Employment Conditions/Materials, Equipment and Facilities</p> <p>Delete last sentence as follows:</p> <p>If Adult Educators are required to pick up materials/equipment during hours other than their regularly scheduled hours, the Board shall endeavor to make those materials and equipment available at times convenient for the Adult Educators.</p>

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<p>AE/VI/(4)/p. 14</p>	<p>Employment Conditions/Change in Requirements</p> <p>Revise first paragraph as follows:</p> <p>If Before the Board (whether resulting from action by the State or otherwise) decides to materially alter the scope or content of bargaining unit work, <u>the Board will give Council 31 and the union president reasonable notice and an opportunity to discuss the changes.</u> the Employer shall give the Union and affected employees thirty (30) days advance notice, if practicable, but in any event reasonable advance notice, and The Board shall bargain over the impact of such changes on affected employees. It is the intent of the parties that such bargaining shall begin as promptly after notice as possible.</p>
<p>AE/VI/(5)/p. 14</p>	<p>Employment Conditions/Rules of Conduct</p> <p>Revise as follows:</p> <p>The Board may establish reasonable rules of conduct. The Union <u>union president</u> shall be notified of such rules at least twenty five (25)<u>thirty (30)</u> days in advance whenever reasonably possible, which shall also be made available for employee inspection at each President's Office and at each Learning Resource Center. Notices of significant changes in rules affecting employees shall be distributed to all employees <u>and posted in a prominent location in the program office in each college and on the City Colleges' web page.</u> An established rule shall be followed by an employee and any dispute as to the reasonableness of a rule or its application shall be considered through the Grievance Procedure (Article XII).</p>
<p>AE/VII/(1)/p. 16</p>	<p>Personnel Files/Official File and Examination</p> <p>Add language as follows:</p> <p>The Board shall maintain an official personnel file for each employee at the employee's college campus. Upon twenty-four (24) hours' written notice, employees and/or their authorized Union representatives, if authorized by the employees, shall have the right to review and copy the contents of their personnel files during regular business hours. A copy of anything placed in <u>or removed from</u> the file will be sent to the employee. The official personnel file shall contain all documents which may be used as the basis for personnel actions; but materials unintentionally excluded from the personnel file may nevertheless be used as the basis for personnel actions if the employee has no objections or is given an opportunity to review and respond to the material prior to its being used as a basis for a personnel action. This</p>

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	Section shall supplement whatever rights employees may have under the law.
AE/VII/(3)/p. 16	<p>Personnel Files/Telephone Numbers, Addresses</p> <p>Revise first sentence as follows:</p> <p><u>Annually, Each</u> each employee shall, upon request, is obligated to provide in writing his/her current telephone number and address.</p>
AE/VIII/(1)(c)/p. 18	<p>Continuous Service/Continued Employment</p> <p>Revise as follows:</p> <p>Non-probationary employees who have had their assigned hours reduced shall be given four (4) weeks written notice, a copy of which shall be sent to the Union <u>union president and to the college stewards</u>, prior to the beginning of the next term, semester, or equivalent, if reasonably possible, and, if not, as much written notice as is reasonably possible. If the Board fails to give four (4) weeks written notice, it shall pay the employee for the remainder of the notice period (e.g. if only two (2) weeks notice is given, the Board shall pay the employee for two (2) additional weeks).</p>
AE/VIII/(3)/p. 19	<p>Continuous Service/Posting of Vacancies</p> <p>Add language requiring notices of vacancies to be posted on the City Colleges' web page.</p>
AE/VIII/(4)/p. 19	<p>Continuous Service/Termination of Continued Employment</p> <p>Add language as follows:</p> <p>A non-probationary employee's employment shall be terminated by any of the following:</p> <ul style="list-style-type: none"> (a) Voluntary resignation; (b) Failure to report to work after a leave of absence; (c) Termination for cause pursuant to Article IX or Section 1 (b) of this Article; or (d) After twelve (12) months of being in an unpaid status <u>as an Adult</u>

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	<u>Educator or Coordinator.</u>
AE/IX/p. 20	<p>Discipline</p> <p>Revise as follows:</p> <p>Disciplinary action will consist of oral or written reprimands, suspensions and terminations for just cause. The Board and the Union agree that discipline should be progressive and corrective, but the parties recognize that the severity and nature of misconduct may justify more severe discipline. Discipline shall be imposed as soon as practicable after the Board becomes aware of the circumstances giving rise to the discipline, and shall be imposed in a confidential manner. In any event, the actual date on which discipline commences may not exceed forty-five (45) <u>calendar</u> days after the Board became aware of the incident.</p> <p><u>For discipline other than an oral reprimand, Before before disciplining an employee, a Board representative will meet with and inform him/her the employee of the events giving rise to the discipline and the contemplated action to be taken, and the employee will be given an opportunity to respond before discipline is imposed. If practicable, the Board shall notify the employee of the meeting in writing at least forty-eight (48) hours in advance. The employee shall be informed of her/his right to Union representation: (a) prior to any meeting to discuss discipline; (b) prior to any meeting which would reasonably be expected to lead to discipline of the employee; and (c) during a meeting at such point as it becomes apparent that the meeting might lead to discipline of the employee. ; and wWhenever practicable, the Board shall also notify the Union union steward in writing at least forty-eight (48) hours in advance of such a meeting. Any meeting to discuss discipline shall occur during either immediately prior to or immediately after the employee's regular work schedule, or such other time as may be mutually agreed upon by the employee and the Board. The Adult Educator shall be compensated at his/her regular hourly rate for his/her attendance at such a meeting.</u></p>
AE/X/(1)/p. 21	<p>Leaves of Absence/Unpaid Leaves of Absence</p> <p>Add the following to the last paragraph:</p> <p>Upon return from an approved short-term leave [two (2) weeks or less], a non-probationary employee will be returned to the same assignment held by him/her prior to the leave if that assignment exists. <u>Upon return from an approved leave of absence longer than two (2) weeks, a non-probationary employee will be returned to the same assignment held by him/her prior to</u></p>

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	<p><u>the leave if that assignment exists provided that the non-probationary employee indicates, in writing, at the time the leave is requested that he/she will return from leave on the first day of the immediately following term and actually returns on that date.</u></p>
<p>AE/XI/(1)/p. 23</p>	<p>Wages and Benefits/Wage Rates</p> <p>Revise the wage rates to reflect the following:</p> <p>For employees hired before the ratification of the agreement by both parties, maintain the current step structure and apply the following across-the-board increases:</p> <p>Effective July 1, 2010 – 1% (retroactive) Effective July 1, 2011 – 2% (retroactive) Effective July 1, 2012 – 2% Effective July 1, 2013 – 2% Effective July 1, 2014 – 2% Effective July 1, 2015 – 2%</p> <p>For employees hired after the ratification of the agreement by both parties, eliminate the step structure and pay the following rates (representing the under 3 year rate on the step scale):</p> <p>Effective July 1, 2011 -- \$26.65 Effective July 1, 2012 -- \$27.18 Effective July 1, 2013 -- \$27.72 Effective July 1, 2014 -- \$28.27 Effective July 1, 2015 -- \$28.84</p>
<p>AE/XI/(2)/p. 24</p>	<p>Wages and Benefits/Years of Service</p> <p>Revise as follows:</p> <p>For the purposes of Section 1 of this Article, years of service shall be defined as the number of fiscal years of service since an employee’s most recent date of hire, and shall be as of July 1st, 2006-2010, 2007 <u>2011</u>, 2008 <u>2012</u>, 2009 <u>2013</u>, 2014, and 2015.</p>
<p>AE/XI/(3)/P. 24</p>	<p>Wages and Benefits/Retroactive Step Advances</p> <p>Revise as follows:</p> <p>Effective with the date of this Agreement, any employees who would have</p>

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	<p>advanced to a higher pay step on July 1, 2006-2010 or July 1, 2011, shall have their pay adjusted accordingly for the hours they actually worked during the period since July 1, 2006-2010 for those who would have advanced July 1, 2010 and since July 1, 2011 for those who would have advanced July 1, 2011—June 30, 2007.</p>
<p>AE/XI/(4)/p. 24</p>	<p>Wages and Benefits/Scheduled Hours</p> <p>Add language as follows:</p> <p>The maximum number of teaching hours per week for which an employee may be scheduled within a term will be twenty-four (24) hours. <u>At the sole discretion of the Board, an employee may work up to four (4) additional hours per week to substitute teach or for other limited, special circumstances.</u></p>
<p>AE/XI/(9)/p. 25</p>	<p>Wages and Benefits/Funds for Professional Development</p> <p>Revise as follows:</p> <p>After two full years of employment, Adult Educators who are regularly scheduled to work 46 <u>12</u> hours a week shall be entitled to apply for reimbursement of professional development expenses as set forth herein.</p> <p>The Board and the Union agree that each year the sum of \$13,000 <u>250,000</u> shall be provided as a pool from which Adult Educators may apply for reimbursement for <u>workshop</u>, course or program expenses. The reimbursement amount shall not exceed \$1,500 per person, per fiscal year, <u>shall not exceed the following:</u></p> <p style="padding-left: 40px;"> <u>Effective July 1, 2010 -- \$1000</u> <u>Effective July 1, 2011 -- \$1000</u> <u>Effective July 1, 2012 -- \$1500</u> <u>Effective July 1, 2013 -- \$1500</u> <u>Effective July 1, 2014 -- \$1500</u> <u>Effective July 1, 2015 -- \$1500</u> </p> <p>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 work related to the Adult Education Program. The Board will endeavor to allocate the available resources fairly among the campuses and applying Adult Educators. Any unused funds will be carried over and made available in the next fiscal year.</p>

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<p>AE/XI/(11)/p. 26</p>	<p>Wages and Benefits/Preparation Time</p> <p>Revise as follows:</p> <p>(a) — Employees shall be paid up to a maximum of \$1,438.20 each year as compensation for time spent preparing for class.</p> <p>(b) Regardless of the amount of time actually spent preparing for class, Adult Educators shall be paid compensation for time spent preparing for class the foregoing compensation shall be distributed on the basis of one (1) hour of pay for every four (4) hours of teaching time, and shall be paid at the rate of \$5.15 <u>8.25</u> per hour.</p>
<p>AE/XI/(13)/p. 27</p>	<p>Wages and Benefits/Retention Differential</p> <p>Eliminate the Retention Differential effective July 1, 2012 and replace it with the following Performance Incentive Bonus Plan:</p> <p><u>In support of the Board’s goal to increase the number of students who attain their GEDs and/or transition to post-secondary education or training and, given the State’s mandate to improve the performance standard for Adult Education in Illinois, effective July 1, 2012, the Retention Differential will be eliminated and in lieu of receiving the Retention Differential, Adult Educators will become eligible for a Performance Incentive Bonus as described below.</u></p> <p><u>The Performance Incentive Bonus Adult Educators are eligible to receive is based on both District-wide and Individual components and takes into account the type of courses taught by the Adult Educators. The annual total Bonus Pool is:</u></p> <p><u>FY 2013: \$500,000</u> <u>FY 2014: \$600,000</u> <u>FY 2015: \$700,000</u> <u>FY 2016: \$800,000</u></p> <p><u>Each year, the Bonus Pool for that fiscal year will be divided proportionately between the ABE, ASE, and ESL programs based on end of term enrollment in each program. For example, if there are a total of 50,000 students enrolled at the end of the term and 20,000 are enrolled in ABE courses, 10,000 are enrolled in ASE courses, and 20,000 are enrolled in ESL courses, the Bonus Pool will be allocated 40% (20,000/50,000) or \$200,000 to Adult Educators teaching in the ABE program, 20% (10,000/50,000) or \$100,000</u></p>

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to Adult Educators teaching in the ASE program, and 40% (20,000/50,000) or \$200,000 to Adult Educators teaching in the ESL program. Adult Educators teaching in more than one program, ABE, ASE and/or ESL, will be eligible to participate in the Bonus Pool for each program in which they teach.

Adult Educators will be eligible to participate in their respective Bonus Pools if the annual District-wide target for level gains is reached for the appropriate program – ABE, ASE or ESL for the fiscal year. The annual targets for each program by fiscal year are as follows:

<u>Program</u>	<u>Highest Percentage of Students Attaining Level Gains in Last Four Years</u>	<u>Average Percentage of Students Attaining Level Gains in Last Four Years</u>	<u>FY 13 Target Percentage of Students Attaining Level Gains</u>	<u>FY 14 Target Percentage of Students Attaining Level Gains</u>	<u>FY 15 Target Percentage of Students Attaining Level Gains</u>	<u>FY 16 Target Percentage of Students Attaining Level Gains</u>
<u>ABE</u>	<u>27%</u>	<u>25%</u>	<u>31%</u>	<u>37%</u>	<u>43%</u>	<u>50%</u>
<u>ASE</u>	<u>20%</u>	<u>15%</u>	<u>24%</u>	<u>33%</u>	<u>42%</u>	<u>50%</u>
<u>ESL</u>	<u>35%</u>	<u>33%</u>	<u>37%</u>	<u>41%</u>	<u>45%</u>	<u>50%</u>

If, however, the fiscal year target is not met in a program, but the level gain average increases over the prior year’s average, Adult Educators in that program will be eligible for a pro-rated bonus based on the percentage toward the target achieved. For example, if the ABE program attains an average of 28% of its students reaching level gains in FY 13, the 3% increase over the 25% represents half of the 6% increase needed to attain the fiscal year target of 31%. Therefore, the Adult Educators would be eligible for 50% of the ABE Bonus Pool. If the level gain average does not increase in one fiscal year over the prior year’s level gain average, no Bonus will be awarded.

The proportion of the respective bonus pool each Adult Educator will receive is determined by calculating the total number of hours taught by the

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	<p><u>Adult Educator in a program for that fiscal year as compared to the total number of hours taught in that program District-wide for that fiscal year. For example, if 1000 total hours were taught in ABE for FY 13 and an Adult Educator taught 100 hours in ABE in FY 13, the Adult Educator will receive 10% of the bonus pool (100/1000).</u></p>										
<p>AE/XI/(15)/p. 29</p>	<p>Wages and Benefits/Personal Care Payments</p> <p>Revise as follows:</p> <p>Effective as of the following dates <u>For the life of this Agreement</u>, the Board shall pay the monthly amount set forth below <u>One Hundred and Twenty-Five Dollars (\$125) per month</u> for the benefit of a total of not to exceed one hundred and twenty eight (128) employees (from the Adult Educator and Coordinator bargaining units, combined) for their personal care.</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;">Effective Date</th> <th style="text-align: left;">Monthly Amount</th> </tr> </thead> <tbody> <tr> <td>July 1, 2006</td> <td>One Hundred (\$100) Dollars</td> </tr> <tr> <td>July 1, 2007</td> <td>One Hundred and Five (\$105) Dollars</td> </tr> <tr> <td>July 1, 2008</td> <td>One Hundred and Fifteen (\$115) Dollars</td> </tr> <tr> <td>July 1, 2009</td> <td>One Hundred Twenty Five (\$125) Dollars</td> </tr> </tbody> </table> <p>In order to be eligible to receive such personal care payments, an Adult Educator must either (1) both (a) be paying for coverage under a group health insurance plan offered by the Board, and (b) have been so paying as of May 1, 2003, or (2) both (a) be paying for coverage under a group health insurance plan offered by the Board and (b) be regularly scheduled to teach sixteen (16) or more instructional hours per week. If the number of eligible employees (combining Adult Educators and Coordinators) exceeds the maximum number of employees set forth in the foregoing paragraph, then the employees who shall receive such payments shall be determined in order of seniority (combining Adult Educators and Coordinators for this purpose).</p>	Effective Date	Monthly Amount	July 1, 2006	One Hundred (\$100) Dollars	July 1, 2007	One Hundred and Five (\$105) Dollars	July 1, 2008	One Hundred and Fifteen (\$115) Dollars	July 1, 2009	One Hundred Twenty Five (\$125) Dollars
Effective Date	Monthly Amount										
July 1, 2006	One Hundred (\$100) Dollars										
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July 1, 2008	One Hundred and Fifteen (\$115) Dollars										
July 1, 2009	One Hundred Twenty Five (\$125) Dollars										
<p>AE/XI/(16)/p. 29</p>	<p>Wages and Benefits/Program Documentation</p> <p>Revise as follows:</p> <p>Effective July 1, 2007 <u>To complete required program documentation</u>, employees <u>Adult Educators</u> shall be paid paperwork pay in the amount of one (1) hour per class per <u>half-semester</u>, at the pay rate of nine dollars</p>										

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	(\$9.00) per hour.
AE/XII/(3)/p. 32	<p>Grievance and Arbitration/Grievance Procedure/Step 1 – College President Level</p> <p>Revise as follows:</p> <p>The grievance shall be filed at Step 1 by submitting it in writing to the President of the College or his/her designee within thirty (30) <u>forty-five (45)</u> calendar days after the occurrence or event giving rise to the grievance or the employee knew or should have known of such occurrence or event. The grievance form should be mutually agreed upon by 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. The Dean or his/her designee shall indicate thereon whether the grievant’s claim has been discussed prior to the filing of the grievance. Within ten (10) <u>twenty-one (21)</u> calendar days after the grievance is presented in writing, the President of the College or his/her designee shall discuss it with the grievant and answer it in writing within ten (10) <u>twenty-one (21)</u> calendar days after such discussion. 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. If no response is given within the time allowed, the grievance will be considered to have been denied.</p>
AE/XII/(3)/p. 32	<p>Grievance and Arbitration/Grievance Procedure/Step 2 – District Office Level</p> <p>Revise as follows:</p> <p>If the grievance is not resolved at Step 1, the grievance may be appealed in writing to the Board’s Chancellor or his/her designee within fifteen (15) calendar days after receipt of the Step 1 response. Within fifteen (15) <u>twenty-one (21)</u> calendar days after receipt of the grievance at the district office, the parties shall discuss it in an attempt to resolve the grievance. The Chancellor or his/her designee shall give a written response within ten (10) <u>twenty-one (21)</u> calendar days following the discussion. If no response is given within the time allowed, the grievance will be considered to have been denied.</p>
AE/XII/(4)/p. 33	Grievance and Arbitration/Time Limits

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	<p>Revise first sentence as follows:</p> <p>The date of filing, answering or appealing any grievance shall be the day when the matter is delivered in person, <u>emailed to the address on file as designated by the employee</u>, faxed or deposited in the United States mail, as evidenced by the postmarks.</p>
AE/Memorandum of Understanding/p. 39	<p>Memorandum of Understanding</p> <p>Delete the following Memorandum of Understanding:</p> <p>It is hereby agreed to by and between the Board of Trustees of Community College District No. 508 and the American Federation of State, County and Municipal Employees, Council 31, on Behalf of its Local 3506 Adult Educators and Coordinators as follows:</p> <p>The Board agrees that it will not utilize the procedures set forth in Article VIII, Section 1(b) of the collective bargaining agreement except for non-probationary employees who have not continued to teach satisfactorily. The Board and the Union agree to meet and discuss what is appropriate teaching evaluation to be used under Article VIII, Section 1(b) of the collective bargaining agreement.</p>
CO/Agreement	Term of July 1, 2010 to June 30, 2016, reflected throughout agreement.
CO/Agreement	Replace the term “module” with “term” throughout agreement.
CO/I(4)/p. 47	<p>Union Rights/Bulletin Boards</p> <p>Revise last sentence as follows:</p> <p>Under no circumstances shall notices or other materials of a political, partisan, religious, <u>commercial (classified ads, etc.)</u>, or defamatory nature be posted on the Union’s bulletin boards.</p>
CO/I(5)/p. 48	<p>Union Rights/Union Convention Delegates</p> <p>Revise as follows:</p> <p>With at least thirty (30) calendar days’ notice, official employee delegates not to exceed 10% of the Unit will be released to attend State and International AFSCME conventions. The number of such official delegates shall be limited by the Union’s State and International Constitutions, <u>however, in no event will more than two (2) employee delegates be released</u></p>

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	<p><u>from any one college at the same time.</u> Any employees thereby unable to meet their assignments shall be paid for any lost time at their regular hourly rate.</p>
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CO/I/(8)/p. 48	<p>Union Rights/Conference and Meeting Rooms</p> <p>Revise as follows:</p> <p>The Union shall be permitted to use telephones and conference and meeting rooms for Union meetings upon 24-48-hour advance notice to the President of the home college campus or his/her designee(s); provided that such use does not interfere with the College's operation of its classes, programs and facilities. Approval of such requests shall not be unreasonably withheld. Telephone use shall not include any long distance calls at the Board's expense.</p>
CO/V/p. 52	<p>Labor/Management Committee</p> <p>Revise as follows:</p> <p>For the purposes of creating harmonious and open communications between the Union and the Board, the staff representative of the Union and the Board's Chancellor or his/her designee(s) shall meet at least twice (preferably three times) a year (preferably one per semester) to discuss any problems of mutual concern. In addition to the Local Union President, the Union shall have in attendance one representative from each Adult Education campus including learning centers. In addition to the Chancellor or his/her designee, the Board shall have in attendance the Deans of Adult Education of each College, <u>or his/her designee, the Vice Chancellor of Strategy and Institutional Intelligence or his/her designee,</u> and the Associate Vice Chancellor of Adult Education or his/her designee. <u>The parties agree to</u></p>

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	<p><u>exchange proposed agenda items at least seven (7) calendar days in advance of the meeting to enable both parties to be better prepared to address the issues raised. One agenda item for the first such “Central Labor/Management Committee” shall be to establish procedures for holding regular labor/management meetings at each campus location.</u></p>
CO/VI(9)/p. 55	<p>Working Conditions/Performance Evaluations</p> <p>Add new section as follows:</p> <p><u>All Coordinators will be subject to a performance evaluation by their Dean(s) or his/her designee. As part of the evaluation process, and employee’s Dean(s) or his/her designee shall meet with the employee at a pre-evaluation meeting to discuss the evaluation and, following the evaluation, 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.</u></p> <p><u>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 Coordinator’s duties and responsibilities.</u></p> <p><u>Before using a new or revised evaluation form, the Board will give the Union reasonable notice and an opportunity to discuss the changes.</u></p>
CO/VII(1)/p. 56	<p>Personnel Files/Official File and Examination</p> <p>Add language as follows:</p> <p>The Board shall maintain an official personnel file for each employee at the employee’s college campus. Upon twenty-four (24) hours written notice, employees and/or their authorized Union representatives, if authorized by the employees, shall have the right to review and copy the contents of their personnel files during regular business hours. A copy of anything placed in <u>or removed from</u> the file will be sent to the employee. The official personnel file shall contain all documents which may be used as the basis for personnel actions; but materials unintentionally excluded from the personnel file may nevertheless be used as the basis for personnel actions if the employee has no objections or is given an opportunity to review and respond to the material prior to its being used as a basis for a personnel action. This Section shall supplement whatever rights employees may have under the</p>

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	law.
CO/VII/(3)/p. 56	<p>Personnel Files/Telephone Numbers, Addresses</p> <p>Revise fist sentence as follows:</p> <p><u>Annually, Each each</u> employee <u>shall, upon request,</u> is obligated to provide in writing his/her current telephone number and address.</p>
CO/IX/p. 59	<p>Discipline</p> <p>Revise as follows:</p> <p>Disciplinary action will consist of oral or written reprimands, suspensions and terminations for just cause. The Board and Union agree that discipline should be progressive and corrective, but the parties recognize that the severity and nature of misconduct may justify more severe discipline. Discipline shall be imposed as soon as practicable after the Board becomes aware of the circumstances giving rise to the discipline, and shall be imposed in a confidential manner. In any event, the actual date on which discipline commences may not exceed forty-five (45) <u>calendar</u> days after the Board became aware of the incident.</p> <p><u>For discipline other than an oral reprimand, Before before</u> disciplining an employee, a Board representative will meet with and inform him/her <u>the employee</u> of the events giving rise to the discipline and the contemplated action to be taken, and the employee will be given an opportunity to respond before discipline is imposed. <u>If practicable, the Board shall notify the employee of the meeting in writing at least forty-eight (48) hours in advance.</u> The employee shall be informed of his/her right to Union representation: (a) prior to any meeting to discuss discipline; (b) prior to any meeting which would reasonably be expected to lead to discipline of the employee; and (c) during a meeting at such point as it becomes apparent that the meeting might lead to discipline of the employee. ; and w Whenever practicable the Board shall <u>also</u> notify the Union <u>union steward in writing at least forty-eight (48) hours</u> in advance of such a meeting. Any meeting to discuss discipline shall occur during the employee's regular work schedule.</p>
CO/XI/(1)/p. 61	<p>Wages and Benefits/Wages</p> <p>Revise the wage rates to reflect the following:</p> <p>For employees hired before the ratification of the agreement by both parties,</p>

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	<p>maintain the current step structure and apply the following across-the-board increases:</p> <p>Effective July 1, 2010 – 1% (retroactive) Effective July 1, 2011 – 2% (retroactive) Effective July 1, 2012 – 2% Effective July 1, 2013 – 2% Effective July 1, 2014 – 2% Effective July 1, 2015 – 2%</p> <p>For employees hired after the ratification of the agreement by both parties, eliminate the step structure and pay the following rates (representing the 3-6 year rate on the step scale):</p> <p>Effective July 1, 2011 -- \$29.10 Effective July 1, 2012 -- \$29.68 Effective July 1, 2013 -- \$30.27 Effective July 1, 2014 -- \$30.88 Effective July 1, 2015 -- \$31.50</p>										
CO/XI/(9)/p. 64	<p>Wages and Benefits/Retention Differential</p> <p>Effective July 1, 2011, the Retention Differential pay shall be eliminated and shall be added to the base pay rates on the wage scale in Article XI, Section 1 of this Agreement.</p>										
CO/XI/(12)/p. 66	<p>Wages and Benefits/Personal Care Payments</p> <p>Revise as follows:</p> <p><u>For the life of this Agreement, Effective as of the following dates, the Board shall pay the monthly amount set forth below</u> One Hundred and Twenty-Five Dollars (\$125) per month for the benefit of a total of not to exceed one hundred and twenty eight (128) employees (from the Adult Educator and Coordinator bargaining units, combined) for their personal care.</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;">Effective Date</th> <th style="text-align: left;">Monthly Amount</th> </tr> </thead> <tbody> <tr> <td>July 1, 2006</td> <td>One Hundred (\$100) Dollars</td> </tr> <tr> <td>July 1, 2007</td> <td>One Hundred and Five (\$105) Dollars</td> </tr> <tr> <td>July 1, 2008</td> <td>One Hundred and Fifteen (\$115) Dollars</td> </tr> <tr> <td>July 1, 2009</td> <td>One Hundred Twenty Five (\$125)</td> </tr> </tbody> </table>	Effective Date	Monthly Amount	July 1, 2006	One Hundred (\$100) Dollars	July 1, 2007	One Hundred and Five (\$105) Dollars	July 1, 2008	One Hundred and Fifteen (\$115) Dollars	July 1, 2009	One Hundred Twenty Five (\$125)
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	<p>Dollars</p> <p>In order to be eligible to receive such personal care payments, a Coordinator must either (1) both (a) be paying for coverage under a group health insurance plan offered by the Board, and (b) have been so paying as of May 1, 2003, or (2) both (a) be paying for coverage under a group health insurance plan offered by the Board and (b) be regularly scheduled to work twenty four (24) or more hours per week. If the number of eligible employees (combining Adult Educators and Coordinators) exceeds the maximum number of employees set forth in the foregoing paragraph, then the employees who shall receive such payments shall be determined in order of seniority (combining Adult Educators and Coordinators for this purpose).</p>
CO/XII/(3)/p. 68	<p>Grievance and Arbitration/Grievance Procedure/Step 1 – College President Level</p> <p>Revise as follows:</p> <p>The grievance shall be filed at Step 1 by submitting it in writing to the President of the College or his/her designee within thirty (30) <u>forty-five (45)</u> calendar days after the occurrence or event giving rise to the grievance or the employee knew or should have known of such occurrence or event. The grievance form should be mutually agreed upon by 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. The Dean or his/her designee shall indicate thereon whether the grievant's claim has been discussed prior to filing the grievance. Within ten (10) <u>twenty-one (21)</u> calendar days after the grievance is presented in writing, the President of the College or his/her designee shall discuss it with the grievant and answer it in writing within ten (10) <u>twenty-one (21)</u> calendar days after such discussion. 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. If no response is given within the time allowed, the grievance will be considered to have been denied.</p>
CO/XII/(3)/p. 68	<p>Grievance and Arbitration/Grievance Procedure/Step 2 – District Office Level</p> <p>Revise as follows:</p> <p>If the grievance is not resolved at Step 1, the grievance may be appealed in</p>

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	<p>writing to the Board's Chancellor or his/her designee with fifteen (15) calendar days after receipt of the Step 1 response. Within fifteen (15) <u>twenty-one (21)</u> calendar days after receipt of the grievance at the district office, the parties shall discuss it in an attempt to resolve the grievance. The Chancellor or his/her designee shall give a written response within ten (10) <u>twenty-one (21)</u> calendar days following the discussion. If no response is given within the time allowed, the grievance will be considered to have been denied.</p>
CO/XII/(4)/p. 69	<p>Grievance and Arbitration/Time Limits</p> <p>Revise first sentence as follows:</p> <p>The date of filing, answering and appealing any grievance shall be the day when the matter is delivered in person, <u>emailed to an address on file as designated by the employee</u>, faxed or deposited in the United States mail, as evidenced by the postmark.</p>