

**32997**

**ADOPTED – BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT NO. 508  
JULY 7, 2016**

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

**RESOLUTION  
TO APPROVE**

**TENTATIVE AGREEMENT FOR A COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508 (“BOARD”) AND  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS AFL-CIO (“LOCAL 399”)  
OFFICE OF THE GENERAL COUNSEL**

**WHEREAS**, the Board and Local 399 are parties to a collective bargaining agreement effective July 1, 2012 through June 30, 2015;

**WHEREAS**, Board representatives have engaged in good faith collective bargaining with representatives of Local 399 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 399;

**WHEREAS**, the terms of the agreement are set forth in the tentative agreement (See Exhibit A – Executive Summary Tentative Agreement for July 1, 2015 - June 30, 2018);

**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 399, 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 399 and the Board Chair.

**July 7, 2016 - Office of the General Counsel**

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**EXHIBIT A**

**International Union of Operating Engineers, Local 399**  
**Summary of Proposed Changes for July 1, 2015 – June 30, 2018**

**Term:** Three years: 7/1/15 – 6/30/18

**Economics:** Effective July 1, 2015, the previously separate categories of Wages, Health and Welfare Contributions and Training/Education Fund, are expressed as hourly contributions and consolidated as the Total Compensation Package. Effective on July 1 of each contract year, economic increases are a fixed, defined percentage increase in the Total Compensation Package. Union is responsible for notifying CCC of allocation of percentage increase between Wages, Health and Welfare and Training/Education. CCC’s contribution obligation is capped at this percentage increase. The increases are:

7/1/15	2.50%
7/1/16	2.75%
7/1/17	2.90%

Effective upon ratification, Article IV, Section 3 (“Benefit Package”), pursuant to which is CCC was obligated to contribute \$0.35 per hour worked, is deleted and CCC has no further obligations under that provision.

**Article III, Section 4:** Language clarified to confirm that discharges are subject to arbitration; employees may be discharged without 10 days’ notice for egregious violations of Board Rules, as opposed to “any” violation.

**Article III, Section 6:** Employees who are promoted are subject to 60-day probationary period to demonstrate ability to perform the job, with right to return to previous position.

**Article III, Section 9:** Current employees will have opportunity to bid on vacancies within classification before opening process to general public, provided that this does not create a preference in favor of current employees.

**Article X, Section 2:**

Language on accrual of Personal Days changed to conform to existing practice.

**Side Letter:**

Parties agree to include Chief Operating Engineer in capital project planning meetings, where appropriate, to provide input regarding technical issues.