## 33625

#### ADOPTED – BOARD OF TRUSTEES COMMUNITY COLLEGE DISTRICT NO. 508 DECEMBER 6, 2018

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

#### **RESOLUTION**

TO APPROVE A MEMORANDUM OF AGREEMENT
FOR A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508 AND
THE CITY COLLEGES POLICE OFFICERS ASSOCIATION, A CHAPTER OF THE COOK COUNTY
COLLEGE TEACHERS UNION, LOCAL 1600
OFFICE OF THE GENERAL COUNSEL

WHEREAS, the Board of Trustees of Community College District No. 508, Cook County, Illinois (the "Board") and the City Colleges Police Officers Association, a Chapter of the Cook County College Teachers Union, Local 1600 ("Local 1600") are parties to a collective bargaining agreement effective January 1, 2014 through December 31, 2017; and

WHEREAS, Board representatives have engaged in good faith collective bargaining with representatives of Local 1600 as required by law and have reached a tentative agreement with respect to changes in wages and other terms and conditions of employment of the employees represented by 1600;

**WHEREAS**, Local 1600 has advised the Board representatives that the Memorandum of Agreement has been ratified by Local 1600 membership;

WHEREAS, the Chancellor recommends that the Board approves (i) the Memorandum of Agreement attached as Exhibit A and (ii) the execution of the collective bargaining agreement with Local 1600 by the Chair on behalf of the Board;

**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 Memorandum of Agreement attached as Exhibit A; and
- 2. Authorizes the Chancellor or his designee to draft a collective bargaining agreement consistent with the Memorandum of Agreement and authorizes the Chair to execute such collective bargaining agreement on behalf of the Board.

December 6, 2018 - Office of the General Counsel

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between COOK COUNTY COLLEGE TEACHERS UNION, CITY COLLEGES POLICE OFFICERS ASSOCIATION, LOCAL 1600 ("Union") and BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508 ("Board") this <u>8</u> day of November 2018.

WHEREAS, the 2014-2017 collective bargaining agreement expired on December 31, 2017, after the Union tendered proper notice of termination to the Board;

WHEREAS, on or about January 23, 2018, the parties commenced negotiations for a successor collective bargaining agreement and met regularly thereafter in good faith to bargain wages, hours and other terms and conditions of employment for bargaining unit employees;

WHEREAS, on or about October 22, 2018, the parties reached a tentative agreement on all operational and economic issues related to a successor collective bargaining agreement, as set forth below:

#### TENTATIVE AGREEMENTS

#### 1. ARTICLE III – UNION ACTIVITIES

## A. Released Time for Meetings

When the Administration and representatives of the Union meet to discuss items in this Agreement pursuant to Article II, Section C above, said representatives (not to exceed four) attending such meeting shall suffer no loss in pay, or any other such loss resulting from attending such meeting. <u>Union representatives (not to exceed two) shall be permitted to attend meetings with the Administration pursuant to the grievance procedure, EEO investigations and OIG interviews (for the purpose of representing a member of the bargaining unit who is the subject of the investigation or the interview, or who is being interviewed in the capacity of a witness in the investigation), without loss of pay. However, meetings shall be scheduled in such a manner as to minimize the loss of scheduled work time.</u>

## 2. G. (NEW)

During the first 30 days of a newly-hired employee's employment, the College will provide 30 minutes for a Union representative to discuss contract implementation and related matters with the employee. This will normally occur during the Security orientation for new employees.

## 3. ARTICLE VI – FRINGE BENEFITS

## A. Leave of Absence Without Pay

The Director of Security may, with the concurrence of the President of the College, grant a security employee a leave of absence without pay for a period not to exceed one year six (6) months. A security employee desiring to take a leave of absence without pay shall file a written request with the Director of Security at his respective worksite. This request shall contain the length of time of the requested leave.

## 4. ARTICLE VII – WORKING CONDITIONS

#### D. Reduction in Hours

The Director of Security has the right to set work hours for employees based on operational needs. Except in an emergency, employees shall be given seven (7) days' prior written notice of any reduction in hours.

If a shift is permanently eliminated in its entirety (e.g., elimination of the midnight shift), or is permanently reduced in terms of the number of hours needed to staff it, and as a consequence an employee no longer has any regularly assigned hours on any of the shifts at the College, the College will make best efforts to allow the employee to work hours on other shifts at the College or, if no hours are available at the employee's home College for shifts that the employee is available, at one of the other City Colleges, subject to operational needs. Nothing herein shall obligate the College, or one of the other City Colleges, as applicable, to create work opportunities where, in the judgment of the College or one of the other City Colleges, there is no operational need.

# 5. \*\* ARTICLE XII – JUST CAUSE DISCIPLINE AND DISCHARGE PROCEDURES

D. A copy of any disciplinary action (except oral or written warnings) shall be served upon the bargaining unit member and the Union. This document shall

contain the reason(s) for the contemplated disciplinary action. Bargaining unit members who exercise their rights under this section shall not be entitled to a separate disciplinary hearing under the Board Rules.

## 6. ARTICLE XIV – GRIEVANCE PROCEDURE

#### B. General Procedures

Section B(1)(a) through (e) (Director of Security, Step 1) is eliminated. Grievances to be filed at the College level (current Step 2). District level (current Step 3) becomes Step 2. Arbitration (current Step 4) becomes Step 3.

## 7. ARTICLE XVIII - SALARIES

Effective the following dates, the Board will make the wage adjustments below for all employees in the classifications of Lead Security Officer, Security Officer, and Security Assistant:

1.25%
1.25%
2.50%
1.25%

Retroactive wage increases to be paid to those employees who are employed by the Board at the time of ratification.

1.25%

## 8. ARTICLE XIX – DURATION

Effective July 1, 2020:

This Agreement shall be effective as of January 1, 2014 2018, and shall continue in full force through and including December 31, 2017 2020 and thereafter from year to year unless either party gives the other party at least one hundred twenty (120) calendar days written notice.

NOW, THEREFORE, the Union and the Board agree as follows:

- 1. The provisions of the 2014-2017 collective bargaining agreement shall be included in the successor collective bargaining agreement, except where modified by the Tentative Agreements.
- Except where specified to the contrary, the Tentative Agreements are effective 2. upon the final date of ratification of the successor collective bargaining agreement.
- Representatives of the Union and the Board agree to utilize their best efforts to 3. secure ratification of the terms of the successor collective bargaining agreement as set forth in this Memorandum of Agreement.