

33792

**ADOPTED – BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT NO. 508
JULY 11, 2019**

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

**RESOLUTION
TO APPROVE TENTATIVE AGREEMENTS
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
OFFICE OF THE GENERAL COUNSEL**

WHEREAS, the Board of Trustees of Community College District No. 508, Cook County of Cook and State of Illinois, (the “Board”) and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, and its Local 3506 (“AFSCME Local 3506”) are parties to a collective bargaining agreement effective July 1, 2010 through June 30, 2016 concerning adult educators; and

WHEREAS, Board representatives have engaged in good faith collective bargaining with representatives of AFSCME Local 3506 as required by law and have reached a tentative agreement with respect to changes in wages and other terms and conditions of employment for adult educators; and

WHEREAS, AFSCME Local 3506 has advised Board representatives that the tentative agreement between the Board and AFSCME Local 3506 has been ratified by AFSCME Local 3506 membership; and

WHEREAS, the Chancellor recommends that the Board approves the tentative agreements between the Board and AFSCME Local 3506 concerning adult educators and the execution of a collective bargaining agreement, concerning adult educators with AFSCME Local 3506 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 tentative agreements between the Board and AFSCME Local 3506 attached as Exhibit A; and
2. Authorizes the Chancellor or his designee to draft a collective bargaining agreement consistent with Exhibit A and authorizes the Chair, upon final approval of the General Counsel of the legal form of such agreement, to execute such collective bargaining agreement on behalf of the Board.

July 11, 2019- Office of the General Counsel

**THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508 AND
AFSCME COUNCIL 31, LOCAL 3506
COMPREHENSIVE TENTATIVE AGREEMENT**

The Board of Trustees of Community College District No. 508 and AFSCME Council 31, Local 3506 agree that the following changes shall be made to the collective bargaining agreements for Adult Educators and Coordinators expired June 30, 2016:

Existing Tentative Agreements:

- Article 1, Section 5 (Union Convention Delegates)
- Article 1, Section 6 (Information Provided to the Union)
- Article IV, Section 1 (Union Security)
- Article IV, Section 2 (Fair Share)
- Article IX (Discipline)
- Article X, Section 1 (Unpaid Leaves of Absences)
- Article X, Section 2 (Jury Duty)
- Article X, Section 3 (Bereavement Leave)
- Article XI, Section 14 (Paid Excused Absence)


Performance Pay:

See attached agreement on performance pay.

Wages:

The existing wage rates in the collective bargaining agreement for Adult Educators hired before the date the 2010 – 2016 collective bargaining agreement was ratified by both parties will be increased as follows:

- Effective July 1, 2016 – 2.70%*
- Effective July 1, 2017 – 2.70%*
- Effective July 1, 2018 – 2.70%*
- Effective July 1, 2019 – 2.70%
- Effective July 1, 2020 – 2.70%
- Effective July 1, 2021 – 2.70%
- Effective July 1, 2022 – 2.70%

 5/29/19
JPT 5/29/19

All Adult Educators hired on or after the date the 2010 – 2016 collective bargaining agreement was ratified by both parties will be paid the following hourly wage rates:

Effective July 1, 2016 – \$29.62*

Effective July 1, 2017 – \$30.42*

Effective July 1, 2018 – \$31.24*

Effective July 1, 2019 – \$33.67

Effective July 1, 2020 – \$34.58

Effective July 1, 2021 – \$35.51

Effective July 1, 2022 – \$36.47

The existing wage rates in the collective bargaining agreement for Coordinators hired before the date the 2010 – 2016 collective bargaining agreement will be increased as follows:

Effective July 1, 2016 – 3.00%*

Effective July 1, 2017 – 3.00%*

Effective July 1, 2018 – 3.00%*

Effective July 1, 2019 – 3.00%

Effective July 1, 2020 – 3.00%

Effective July 1, 2021 – 3.00%

Effective July 1, 2022 – 3.00%

The existing wage rates in the collective bargaining agreement for Coordinators hired after the date the 2010 – 2016 collective bargaining agreement will be increased as follows:

Effective July 1, 2016 – 3.00%*

Effective July 1, 2017 – 3.00%*

Effective July 1, 2018 – 3.00%*

Effective July 1, 2019 – 3.00%

Effective July 1, 2020 – 3.00%

Effective July 1, 2021 – 3.00%

Effective July 1, 2022 – 3.00%

*Paid retroactively to all employees who are actively employed on the date of ratification.

DD 5/29/19
JDT 5/29/19

Personal Care Payments (Article XI, Section 15):

~~For the life of this Agreement, Prior to July 1, 2019, the~~ Board shall pay 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. Effective July 1, 2019, the Board shall pay Two Hundred Fifty Dollars (\$250) 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. Effective July 1, 2021, the Board shall pay Two Hundred Seventy Five Dollars (\$275) 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.

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).

Preparation Time (Article XI, Section 11):

Regardless of the amount of time spent preparing for class, Adult Educators shall be paid compensation for time spent preparing for class 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 \$8.25 per hour, which shall be increased to \$12.00 per hour effective July 1, 2018 and to \$13.00 per hour effective July 1, 2019.

Program Documentation (Article XI, Section 16)

To complete required program documentation, Adult Educators shall be paid one (1) hour per class per half-semester at the pay rate of nine dollars (\$9.00) per hour, which shall be increased to \$12.00 per hour effective July 1, 2018 and \$13.00 per hour effective July 1, 2019.

Term of Agreement

The term of the agreement shall be July 1, 2016 through June 30, 2023.

All Other Proposals


All other proposals and counterproposals shall be withdrawn.


Ratification

The Union shall recommend ratification of the tentative agreement.

DD 5/29/19
SDT 5/29/19

5-29-19


AFSCME Local 3506 5/29/19
Date

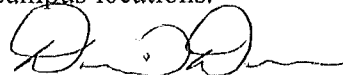
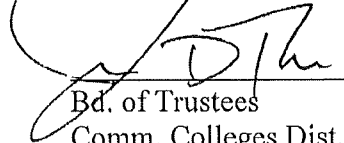

Bd. of Trustees 5/29/19
Date
Comm. College Dist. No. 508

**TENTATIVE AGREEMENT BETWEEN AFSCME COUNCIL 31, LOCAL 3506 AND
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508**

**Article I, Section 6
Information Provided to the Union**

The Agreements will be amended in whatever manner is necessary to accomplish the changes herein:

Monthly, the Board shall notify the local president union, in writing, of the following personnel transactions involving bargaining unit employees: names; date of hire; employment status (including changes); hours of work; employee ID numbers; addresses; phone numbers; and campus locations.

	<i>1/12/18</i>		<i>1/12/18</i>
AFSCME Local 3506	Date	Bd. of Trustees Comm. Colleges Dist. No. 508	Date

**TENTATIVE AGREEMENT BETWEEN AFSCME COUNCIL 31, LOCAL 3506 AND
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508**

**Article X, Section 1
Unpaid Leaves of Absence**

The Agreements will be amended in whatever manner is necessary to accomplish the changes herein:

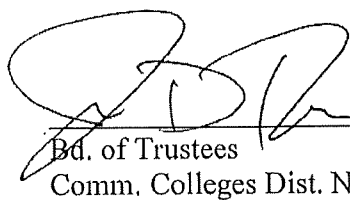
Immediate family will be defined as the employee's parents, including mother-in-law, father-in-law, spouse, brothers, brothers-in-law, sisters, sisters-in-law, children, grandparents, legal guardians, grandchildren and any household member.



AFSCME Local 3506

1/12/18

Date



Bd. of Trustees
Comm. Colleges Dist. No. 508


1/12/18
Date

**TENTATIVE AGREEMENT BETWEEN AFSCME COUNCIL 31, LOCAL 3506 AND
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508**

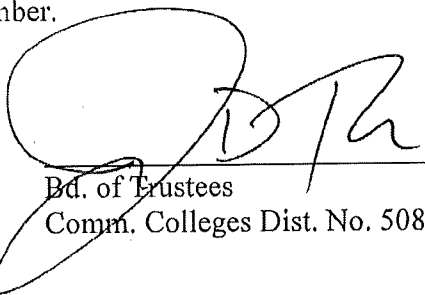
**Article X, Section 3
Bereavement Leave**

The Agreements will be amended in whatever manner is necessary to accomplish the changes herein:

Immediate family will be defined as the employee's parents, including mothers-in-law, fathers-in-law, spouse, brothers, brothers-in-law, sisters, sisters-in-law, children, grandparents, legal guardians, grandchildren and any household member.



AFSCME Local 3506 1/12/18
Date



Bd. of Trustees 1/12/18
Comm. Colleges Dist. No. 508 Date

**TENTATIVE AGREEMENT BETWEEN AFSCME COUNCIL 31, LOCAL 3506 AND
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508**

**Article IV, Section 1
Union Security**

The Agreements will be amended in whatever manner is necessary to accomplish the changes herein:

Section 1: Checkoff

The Board agrees, upon the written authorization of an employee, to withhold any dues payments or contributions payable to the Union, PEOPLE or Union sponsored benefit programs. Authorizations shall be irrevocable **except in accordance with the terms under which an employee voluntarily authorized said deductions.** ~~for the term of this Agreement, unless canceled by an employee not earlier than ninety (90) days or later than sixty (60) days prior to the expiration date of this Agreement. Employees' requests for withholding shall be made on a form agreed to by the parties and implemented within thirty (30) calendar days of receipt of such request.~~ Each pay period a list of the employees' names, addresses, Social Security numbers and the amount deducted for each employee shall be remitted to the Union at the address designated in writing to the Board by the Union. The Board and Union shall regularly hold consultations, but at least every ninety (90) days, about maintaining timely records and communicating changes in membership. Furthermore, the Union shall notify the Board of any increase in dues or the other deductions in writing at least thirty (30) days prior to any effective date.



AFSCME Local 3506

3/10/18

Date



Bd. Of Trustees

Comm. Colleges Dist. No. 508

3/10/18

Date

**TENTATIVE AGREEMENT BETWEEN AFSCME COUNCIL 31, LOCAL 3506 AND
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508**

Article I, Section 5

Union Convention Delegates

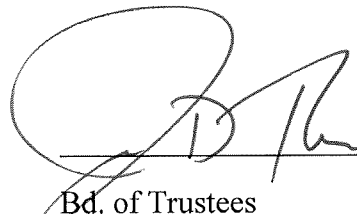
The Agreements will be amended in whatever manner is necessary to accomplish the changes herein:

With at least ~~thirty (30)~~ fourteen (14) calendar days' notice, official employee delegates will be released to attend State and International AFSCME conventions.

 4/5/2018

AFSCME Local 3506

Date

 4/5/18

Bd. of Trustees

Date

Comm. College Dist. No. 508

To ✓
5-9-18
3:39 p.m.

**TENTATIVE AGREEMENT BETWEEN AFSCME COUNCIL 31, LOCAL 3506 AND
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508**

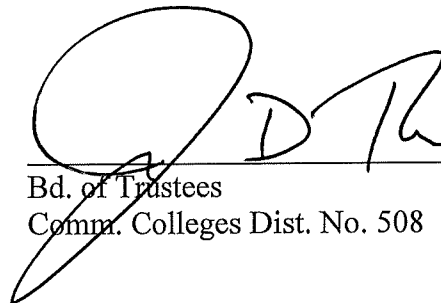
**Article IX
Discipline**

The Agreements will be amended in whatever manner is necessary to accomplish the changes herein:

For discipline other than an oral reprimand, before disciplining an employee, a ~~Board representative will meet with and~~ **the employer will notify the employee, the site steward, and the local president of the need for a pre-disciplinary meeting by the employer.** ~~The employer will~~ inform 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,~~ **the site steward, and the local president** of the meeting in writing at least ~~forty-eight (48) hours~~ **five (5) working days** in advance. 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. ~~Whenever practicable, the Board shall also notify the union steward in writing at least forty-eight (48) hours in advance of such a meeting.~~ Any meeting to discuss discipline shall occur 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, **the Union,** and the Board. The Adult Educator shall be compensated at his/her regular hourly rate for his/her attendance at such a meeting.


AFSCME Local 3506

12/14/2018
Date


Bd. of Trustees
Comm. Colleges Dist. No. 508

12/14/18
Date

TO ✓
10-26-18


1:15 p.m.

**TENTATIVE AGREEMENT BETWEEN AFSCME COUNCIL 31, LOCAL 3506 AND
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508**

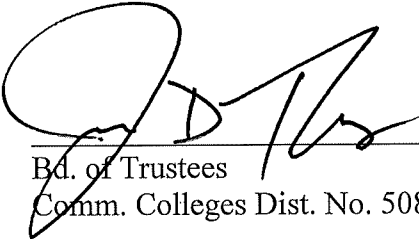
**Article IV, Section 2
Fair Share**

The Agreements will be amended in whatever manner is necessary to accomplish the changes herein:

Delete Article IV, Section 2 and any other reference to fair share from the collective bargaining agreement.



AFSCME Local 3506 10/26/18
Date




Bd. of Trustees 10/26/18
Comm. Colleges Dist. No. 508 Date

**TENTATIVE AGREEMENT BETWEEN AFSCME COUNCIL 31, LOCAL 3506 AND
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508**


**Article X, Section 2
Jury Duty**

The Agreements will be amended in whatever manner is necessary to accomplish the changes herein:

(e) ~~The employee surrenders the compensation check for jury duty.~~



AFSCME Local 3506 10/26/2018
Date




Bd. of Trustees 10/26/18
Comm. Colleges Dist. No. 508 Date

**TENTATIVE AGREEMENT BETWEEN AFSCME COUNCIL 31, LOCAL 3506 AND
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508**

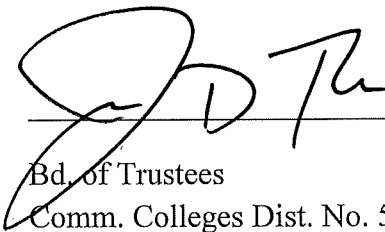
**Article XI, Section 14
Paid Excused Absence**

Adult Educators with ~~three (3)~~ two (2) or more years of service who are regularly assigned to teach twelve (12) or more instructional hours per week throughout each semester (excluding the summer semester), and who did so throughout the preceding fiscal year, (excluding the summer semester) shall be entitled to receive ~~two (2)~~ three (3) paid excused absences due to personal illness or injury per fiscal year. Payment for an excused absence will be equal to the number of hours the employee's class(es) normally meet(s) each day, ~~not to exceed a total of four (4) hours~~ at the employee's regular hourly rate of pay. In order to be eligible for payment, the employee must notify the Adult Education Dean or his or her designee at least three (3) hours before the scheduled start of the first class affected, and, where abuse is suspected, may be required to provide proof of inability to work due to illness or injury. Where circumstances prevent the employee from providing such notice at such time, the employee must give notice as soon thereafter as possible. Unused paid time off under this Section will not be paid for and may not be carried over to subsequent years.

~~Effective July 1, 2017, one of t~~The foregoing ~~two~~ three annual paid absences may be used for personal reasons other than personal illness or injury, provided that the employee schedules the personal day at least one week in advance with management approval. ~~Effective July 1, 2008, the daily cap of four (4) hours set forth above shall be increased to six (6) hours.~~



AFSCME Local 3506
Date 12/14/2018



Bd. of Trustees
Comm. Colleges Dist. No. 508
Date 12/14/18

**THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508 AND
AFSCME COUNCIL 31, LOCAL 3506 TENTATIVE AGREEMENT**

**Article XI, Section 13 (Proposal 62)
Performance Incentive Bonus Plan**

The City Colleges proposes to delete the current language of Article XI, Section 13 in the Adult Educators Agreement and replace it with the following:


Section 17: Performance Incentive Bonus Plan

In recognition of the current status of the City Colleges of Chicago Adult Education program due to failure to meet minimum performance measures of Adult Education in Illinois, the Performance Incentive Bonus for the City Colleges' fiscal years 2019 through 2023 is described below.


The Performance Incentive Bonus is designed to align with the City Colleges of Chicago Adult Education's Corrective Action Plan, which recognizes the need to increase the post-test rate of eligible students. As stated in the ICCB Fiscal Year 2019 Adult Education and Literacy Provider Manual, the ICCB has established a minimum post-test rate target of 65%. Eligibility for the Performance Incentive Bonus requires meeting the minimum target outlined below for fiscal years 2019 through 2023, and higher post-test rates will correlate with a higher performance bonus for Adult Educators.

Adult Educators will be eligible for their respective Performance Incentive Bonus as follows. If City Colleges achieves a minimum post-test rate of 64% in Fiscal Year 2019 only, Adult Educators will be eligible for the bonus pay multiplier to the Adult Educators' Credit Hour totals as set forth in the chart below. If City Colleges meets the annual ICCB minimum target of 65% for post-testing for fiscal years 2020 through 2023, Adult Educators will be eligible for the bonus pay multiplier to the Adult Educators' Credit Hour totals as set forth in the chart below. If, however, the fiscal year target of 64% in fiscal year 2019 and 65% in fiscal years 2020 through 2023 of Adult Education students post-testing is not met, no Bonus will be awarded. Further, if in fiscal years 2020 through 2023 the ICCB reduces funding to the City Colleges due to program performance, the Bonus in that year will be reduced in proportion to the loss of funding due to program performance.

The Performance Incentive Bonus Pay to be paid to Adult Educators in fiscal years 2019 through 2023 is based on the District post-test rate for that fiscal year multiplied by the total Credit Hours that fiscal year for the individual Adult Educator as set forth above:

 5/29/19
JDT 5/29/19

Post-Test Rate %	Proposed Performance Pay by Credit Hour	
64%* only applicable for FY19	\$	16.50
65	\$	20.00
66	\$	21.00
67	\$	22.00
68	\$	23.00
69	\$	24.00
70	\$	25.00
71	\$	26.00
72	\$	27.00
73	\$	28.00
74	\$	29.00
75	\$	30.00
76	\$	31.00
77	\$	32.00
78	\$	33.00
79	\$	34.00
80	\$	35.00
81	\$	36.00
82	\$	37.00
83	\$	38.00
84	\$	39.00
85	\$	40.00
86	\$	41.00
87	\$	42.00
88	\$	43.00
89	\$	44.00
90	\$	45.00
91	\$	46.00
92	\$	47.00
93	\$	48.00
94	\$	49.00
95	\$	50.00
96	\$	51.00
97	\$	52.00
98	\$	53.00
99	\$	54.00
100	\$	55.00

 5/29/19
 JDT 5/29/19

**THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508'S
COUNTERPROPOSAL TO AFSCME COUNCIL 31, LOCAL 3506**

**Article XI, Section 9 (Proposal 62)
Performance Incentive Bonus Plan**

The City Colleges proposes to delete the current language of Article XI, Section 9 in the Coordinators Agreement and replace it with the following:

Section 17: Performance Incentive Bonus Plan

In recognition of the current status of the City Colleges of Chicago Adult Education program due to failure to meet minimum performance measures of Adult Education in Illinois, the Performance Incentive Bonus for the City Colleges' fiscal years 2019 through 2023 is described below.

The Performance Incentive Bonus is designed to align with the City Colleges of Chicago Adult Education's Corrective Action Plan, which recognizes the need to increase the post-test rate of eligible students. As stated in the ICCB Fiscal Year 2019 Adult Education and Literacy Provider Manual, the ICCB has established a minimum post-test rate target of 65%. Eligibility for the Performance Incentive Bonus requires meeting the minimum target outlined below for fiscal years 2019 through 2023, and higher post-test rates will correlate with a higher performance bonus for Coordinators.

Coordinators will be eligible for their respective Performance Incentive Bonus as follows. If City Colleges achieves a minimum post-test rate of 64% in fiscal year 2019 only, Coordinators will be eligible for the bonus pay multiplier as set forth below applied to the maximum number of credit hours taught by an Adult Educator. If City Colleges meets the annual ICCB minimum target of 65% for post-testing for Fiscal Years 2020 through 2023, Coordinators will be eligible for the bonus pay multiplier as set forth below applied to the maximum number of credit hours taught by an Adult Educator. If, however, the fiscal year target of 64% in fiscal year 2019 and 65% in fiscal years 2020 through 2023 of Adult Education students post-testing is not met, no Bonus will be awarded. Further, if in fiscal years 2020 through 2023 the ICCB reduces funding to the City Colleges due to program performance, the Bonus in that year will be reduced in proportion to the loss of funding due to program performance.

The Performance Incentive Bonus Pay to be paid to Coordinators in fiscal years 2019 through 2023 is based on the District post-test rate for that fiscal year multiplied by the maximum number of credit hours taught by an Adult Educator:

DK 5/29/19
JDT 5/29/19


Post-Test Rate %	Proposed Performance Pay by Credit Hour	
64%* only applicable for FY19	\$	16.50
65	\$	20.00
66	\$	21.00
67	\$	22.00
68	\$	23.00
69	\$	24.00
70	\$	25.00
71	\$	26.00
72	\$	27.00
73	\$	28.00
74	\$	29.00
75	\$	30.00
76	\$	31.00
77	\$	32.00
78	\$	33.00
79	\$	34.00
80	\$	35.00
81	\$	36.00
82	\$	37.00
83	\$	38.00
84	\$	39.00
85	\$	40.00
86	\$	41.00
87	\$	42.00
88	\$	43.00
89	\$	44.00
90	\$	45.00
91	\$	46.00
92	\$	47.00
93	\$	48.00
94	\$	49.00
95	\$	50.00
96	\$	51.00
97	\$	52.00
98	\$	53.00
99	\$	54.00
100	\$	55.00

WD 5/29/19
JDT 5/29/19

 5/29/19

AFSCME Local 3506

Date

 5/29/19

Bd. of Trustees

Date

Comm. College Dist. No. 508