AGREEMENT

July 1, 2009 to June 30, 2012

between

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

and

LOCAL NO. 7, NATIONAL CONFERENCE OF
FIREMEN AND OILERS, AFFILIATED WITH
SERVICE EMPLOYEES INTERNATIONAL UNION
"Union"
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AGREEMENT

July 1, 2009 to June 30, 2012

THIS AGREEMENT, made and entered into by the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS, a body politic and corporate existing as a public entity by virtue of the laws of the State of Illinois, (hereafter referred to as the “Board”) and LOCAL No. 7, NATIONAL CONFERENCE OF FIREMEN AND OILERS, AFFILIATED WITH SERVICE EMPLOYEES INTERNATIONAL UNION, (hereafter referred to as the “UNION”) who are now or may hereafter be employed by the Board, agree to the following terms of this Agreement.

ARTICLE I – BARGAINING UNIT RECOGNITION

The Board recognizes the Union as the sole and exclusive representative for all employees working under the classifications as listed in Article IV of this Agreement.

ARTICLE II - WORK RESPONSIBILITY

Section 1

1. The bargaining unit employees shall operate and maintain in good running order, all machinery and equipment for which they are responsible. They shall perform work that has traditionally and historically been performed by such bargaining unit employees in addition to any new work which may arise of a related nature.

2. Employees shall obey all orders of those in authority.

ARTICLE III – EMPLOYMENT CONDITIONS

Section 1

1. The Union will be afforded equal opportunity to send in applicants when the Employer is hiring new employees covered under this agreement.

Section 2 – Discharge, Discipline, Layoff

1. The Board has sole authority to establish rules, employ, discipline, discharge and/or layoff for cause, but the Union shall have the right, in cases of discharge or discipline to investigate the reasons therefore and to protest such discharge or discipline.

2. Except for discharge for intoxication, insubordination, habitual absence, gross negligence, or violation of Board Rules, the Board shall give the employee written notice ten (10) days prior to the effective date of the discharge, or ten (10) days pay, in addition
to all other benefits which the employee had accrued to date of discharge. The day on which the notice is given shall be excluded from the ten (10) day period. The employee may resign by giving to the Board the same notice. Failure to give the notice will not entitle an employee to reinstatement after discharge or a back pay award. The decision to discharge is not arbitrable.

Section 3

1. The names and addresses of all employees newly hired or discharged shall be sent to the Union by the Director of Buildings and Grounds within 72 hours after their hiring or discharge.

Section 4 – Probation

1. A newly hired employee, without previous service with the Board, shall be considered as a probationary employee for the first thirty (30) days of employment and shall not have recourse to the grievance procedure. An employee will not achieve tenure or continued expectancy of contractual service under this Agreement.

Section 5 – Union Dues and Fair Share

1. The Board, upon receipt of a proper authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deductions in an amount certified by the President of the Union, and shall remit such deductions on a quarterly basis to the President of the Union.

2. The Union shall indemnify, defend, and hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Board in reliance upon employee payroll deduction authorization cards submitted by the Union to the Board.

3. It is further agreed that the Board shall deduct from non-member employees’ earnings a monthly amount as certified by the President of the Union and shall remit such deductions to the President of the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from non-member bargaining unit employees’ earning will not exceed the regular monthly union dues and represents the employee’s fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours, and conditions of employment.

4. Nothing in this Agreement shall be inconsistent with Section 11 of the Illinois Educational Labor Relations Act in protecting the right of non-association of employee based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.
Section 6 – Tuition

1. All members of the union who are full time permanent employees of the Board shall be eligible to receive free tuition for themselves and their dependents for all regular College level credit hour courses offered by the City Colleges of Chicago in accordance with Board policy.

ARTICLE IV – WAGES

Section 1 – Rates of Pay

The pay rate for employees covered by this Agreement shall be as follows:

<table>
<thead>
<tr>
<th>Position Rate per Hour</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>$28.92</td>
<td>July 1, 2009</td>
</tr>
<tr>
<td>$29.35</td>
<td>July 1, 2010</td>
</tr>
<tr>
<td>$29.79</td>
<td>July 1, 2011</td>
</tr>
</tbody>
</table>

In addition a 3.2% increase in the cost of living index after the first year of this agreement will trigger a reopen of wage negotiations under Article IV of this agreement. Employees who participate in SURS shall be paid an additional $.40 per hour.

Section 2 – Pay periods

1. Employees covered by this Agreement shall be paid every two (2) weeks.

Section 3 – Changes in Rates of Pay

1. Employees covered by this Agreement shall receive the cents-per-hour increases in rate of pay provided above even though they may be enjoying a rate higher than specified in Section 1 prior to the day preceding any general wage rate change authorized by this Agreement.

Section 4

1. Although this Agreement states essential provisions covering wages, hours and working conditions applicable to all covered employees and buildings (Board’s), it does not state each privilege, rule of the shop or working condition which employees in a particular building have enjoyed under any prior Agreement or the particular working conditions actually in effect in such buildings. Accordingly, it is agreed that the Board shall not use this Agreement as a reason for reducing or eliminating a beneficial working rule, rule of the shop privilege, wage rate or salary without first obtaining consent of the Union.
Section 5 – Overtime

1. When an employee is called back to work, a minimum of four (4) hours pay at two (2) times the hourly rate will be paid if the callback is within twelve (12) hours of the employee’s normal quitting time.

2. When an employee is required to work on a scheduled day off, a minimum of four (4) hours pay at regular time will be paid if he or she has worked less than forty (40) hours, or at the premium rate specified, if he has completed forty (40) hours of work for that week.

3. Should a Fireman be required to report to work earlier than the normal starting time, such earlier amount of time shall be added to the regular day’s work and paid at the applicable rate.

Section 6 – Seniority

1. Seniority is the length of service in the bargaining unit. Seniority within a classification shall apply for job vacancies.

2. Building seniority shall be given choice of vacation or shifts.

3. Seniority cannot be exercised until a vacancy occurs.

ARTICLE V – WORK WEEK

Section 1 – Definition

1. Five (5) consecutive days of eight (8) consecutive hours each shall constitute a week of work. Shifts shall begin between the hours of 6:00 to 8:00 a.m., 2:00 to 4:00 p.m., or 10:00 p.m. to 12:00 Midnight. Firemen shall work forty (40) hours per week in not more than five (5) consecutive days. The work week shall begin at 12:01 a.m. on Monday and end 12:00 Midnight the following Sunday.

Section 2 – Excess Hours

1. If any Fireman is required to work beyond his regularly scheduled hours in any day, he shall be paid therefore and shall not be required to take compensatory time off. Work in excess of forty (40) hours in any one work week shall be paid at one and one-half (1-1/2) times the regular hourly rate. The sixth day of work in a work week will be paid at one and one-half (1-1/2) times the regular hourly rate; the seventh day of work in a work week will be paid at two (2) times the regular hourly rate. Firemen who work less than forty (40) hours in any work week shall be paid at one and one-half (1-1/2) times the
regular rate for all work performed in excess of eight (8) hours in any one day. The work week shall begin at 12:01 a.m. on Monday and end at 12:00 Midnight the following Sunday.

ARTICLE VI – FUNERAL LEAVE

Section 1

1. The Board agrees to pay an employee covered by this Agreement for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at regular time, provided the employee attends the funeral.

2. “Immediate family” shall be defined as spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, or any relative residing with the employee or with whom the employee is residing.

ARTICLE VII – JURY DUTY

Section 1

1. The Board shall compensate the employee for the difference between his regular pay and the amount received for jury service.

ARTICLE VIII – VACATIONS

Section 1

Employees will continue to earn vacation based upon the following annual accrual rates provided however that accrual will be converted to a monthly accrual system effective January 1, 2004. On or about January 1, 2004, the Board shall award employees their earned vacation through December 31, 2003. Effective January 1, 2004, employees shall begin to accrue vacation (on second paycheck of month) as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Paid Vacation Days Accrued Per Month</th>
<th>Annual Accrual Rate</th>
<th>Maximum Accumulation</th>
</tr>
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<tbody>
<tr>
<td>0 through 1 year</td>
<td>0.4167 days</td>
<td>5 days</td>
<td>5 days</td>
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<tr>
<td>2 through 7 years</td>
<td>0.834 days</td>
<td>10 days</td>
<td>15 days</td>
</tr>
<tr>
<td>8 through 15 years</td>
<td>1.25 days</td>
<td>15 days</td>
<td>22.5 days</td>
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<tr>
<td>15 through 20 years</td>
<td>1.67 days</td>
<td>20 days</td>
<td>30 days</td>
</tr>
<tr>
<td>20 or more years</td>
<td>2.0833</td>
<td>25 days</td>
<td>30 days</td>
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</tbody>
</table>
When an employee attains the maximum accumulation set forth above, earned vacation leave will be rolled over to the employee’s sick leave bank until the employee’s vacation bank is reduced below the maximum accumulation. The Union and the Board agree to schedule meetings with bargaining unit members to discuss and explain new accrual policy and schedule.

Section 2

1. Any employee who has been in the service of the Board continuously for one or more years and whose employment is thereafter terminated for any reason shall be paid for accrued vacation computed from the anniversary date of employment (unless the employee has already used the vacation time) and a portion of next year’s vacation which the employee has earned up to the date of termination. This compensation shall be paid at the time the employee receives the final pay from the Board. An additional day of vacation shall be allowed if an employee’s vacation period includes one of the paid holidays mentioned in Article IX of this Agreement.

2. Vacation accruals shall not be affected by a change of building ownership provided that the employee continues employment in that building.

3. A week of vacation pay shall be forty (40) hours of pay at the employee’s regular hourly rate. Regularly employed relief firemen shall receive a prorata vacation based upon their respective terms of employment in the building.

4. Vacations shall be scheduled to follow the days off in an employee’s normal work schedule.

ARTICLE IX – HOLIDAYS

Section 1

1. The following days, or the days on which they are legally observed, shall be paid holidays:

   New Year’s Day   Labor Day
   Martin Luther King’s Birthday   Thanksgiving Day
   Memorial Day   Day Following Thanksgiving
   Fourth of July   Christmas Day
   Two (2) Floating Holidays

2. Any other holidays authorized by the Board for other employee groups will not apply to the employees covered by this Agreement.

3. Floating holidays shall be given to the employee on September 1 of each year, and must be used prior to September 1 of the following year.
4. A day of holiday pay shall be eight (8) hours pay at the employee’s regular hourly rate for each of the holidays mentioned above when no work is performed on those days.

5. An employee who is required to work on any of the specified holidays shall be paid two and one-half (2-1/2) times his regular rate of pay for hours worked. An employee scheduled to work who fails to report for work shall receive no holiday pay.

6. If an employee is not scheduled to work and is called in to work, the provisions of Article IX, Section 1, paragraph 5 shall be applied as follows:

   Four hours of work or less: Receives 8 hours holiday credit, plus two and one half (2-1/2) times regular pay for hours worked.

   Excess of four hours of work: Receives an 8-hour guarantee of pay at two and one-half (2-1/2) times regular pay but no holiday credit.

7. Eight (8) hours of such holiday pay shall be credited as hours worked for the purpose of computing overtime (over forty hours) with the exception of the Firemen who received eight (8) hours of pay for a holiday which occurs on one of such Firemen’s regular days off.

8. Regularly employed relief Firemen shall receive the holidays which fall within their respective terms of employment in the building.

9. The employee whose shift falls partly within and partly without the holiday (12:01 a.m. to 12:00 Midnight) shall receive holiday pay if a majority of the hours of such firemen’s shift falls on the holiday.

Section 2 – Personal Days

1. Employees who have been in continuous service of the Board for one (1) or more years shall be eligible for one (1) personal day; during the second year of this Agreement, employees herein specified shall be eligible for a total of two (2) personal days. Employees shall give five work days advance notice of the date(s) requested for their personal day(s) and, in the event that the Board cannot accommodate multiple requests for the same date, the preference shall be given to the most senior employee.

2. Unused personal days may be accumulated into the sick day bank in accordance with Board policy.

3. The personal day bank will be given to the employee on January 1 of each year.
Section 3 – Sick Days

1. On July 1, 2003, all employees who were previously eligible to earn sick leave shall be awarded six (6) days of sick leave in a lump sum. Effective July 1, 2003, employees shall accrue sick leave on a monthly basis for each month in which an employee actually works or is on approved vacation leave at a rate of one-half (½) sick leave day per month, which shall be credited to the employee’s sick leave bank on or after the second paycheck of each month. The Union and Board agree to schedule meetings with bargaining unit members to discuss and explain new accrual policy and schedule.

2. Sick days may be accumulated into the sick day bank in accordance with Board policy.

ARTICLE X – RETIREMENT PLAN

Section 1

1. Employees participate, at their own expense, in the State Universities Retirement System (SURS) as provided by law, and must participate as set forth in the Illinois Revised Statutes, Chapter 108-1/2, Sec. 15-134, as of the first day of employment.

2. Employees who are employed by Employer after August 31 of any calendar year following the employee’s attainment of age 68 shall not be required to participate in SURS.

ARTICLE XI – HEALTH AND WELFARE TRUST

Section 1

1. The Board shall continue to contribute to the Health and Welfare Trust, International Brotherhood of Firemen and Oilers, for each employee under this Agreement, beginning with the first day of employment. Paid vacations and holidays shall constitute time worked for the purposes of this Section. The Board further agrees to be bound by the rules and regulations promulgated by the Trustees of the Fund. Effective July 1, 2009, the contribution shall be $51.60 per day. There will be a re-opener for Health and Welfare on July 1, 2010 and July 1, 2011. However, the contribution to be paid at the time of the re-opener will be an amount consistent with other contributing employers.

If an employee is absent because of occupational or non-occupational illness or injury, the Board shall make the required payment for a period of three months.

2. All leaves of absence, when granted by the Board, in addition to the requirements of the parties, shall be conditioned upon the Board and the employee making satisfactory arrangements for weekly payments to the Fund; at all times, the payment shall be made by the Board for the period of such granted leave(s) of absence.
ARTICLE XII – SEVERANCE PAY

Section 1

1. Any employee in the service of the Board continuously for five (5) or more years whose employment with the Board is permanently terminated because of technological improvements shall be eligible to receive a severance allowance equal to three-quarters of one percent (3/4 of 1%) of his regular earnings during the twelve month period immediately preceding notice of separation, multiplied by the number of employee’s full years of continuous service with the Board as of the date of separation.

2. Upon acceptance of severance pay, the employee shall be deemed to have waived all future rights of employment with the Board.

ARTICLE XIII – STRIKES, LOCKOUTS, PICKETING

Section 1

1. During the term of this Agreement, there shall be no strikes, lockouts or picketing.

ARTICLE XIV – GRIEVANCE PROCEDURE AND ARBITRATION

Section 1

1. The procedure for handling a grievance pertaining to any difference or dispute which may arise under this Agreement shall be as follows:

Step One
The aggrieved employee, accompanied by the steward, if the employee so desires, shall consult with the employee’s foreman, immediate supervisor, or Chief Engineer. If a group of employees are involved in the grievance, the steward shall represent the employees: In any event, since it is in the best interest of all concerned that a grievance be promptly and expeditiously resolved, an aggrieved employee and/or the steward of the employee(s) involved, shall present such grievance as soon as reasonably possible following the event which gives rise to its occurrence, or after such employee and/or the steward of the employee(s) involved first acquired knowledge concerning such event.

Step Two
If the matter is not settled in the first step, the foremen or immediate supervisor, together with the aggrieved employee, the steward and a Union representative shall take the grievance up with a representative of the Board at a mutual location.
**Step Three**

If the grievance is not satisfactorily resolved through Step Two, the Union or the aggrieved employee may appeal to the Vice Chancellor for Administrative Services of the City Colleges of Chicago within ten (10) days after delivery of the Step Two decision.

This appeal shall be in writing, stating specifically the act or condition on which the grievance is based, why the disposition of the grievance offered by the supervisor or representative of the Board in Step Two is unsatisfactory, and shall be duly signed.

The Vice Chancellor for Administrative Services or his designee shall promptly meet and confer on the appeal. The Vice Chancellor shall communicate a decision, in writing, to the aggrieved employee and to any Union representative who participated in the grievance.

**Step Four**

If said grievance is not resolved in Steps One, Two or Three of this Article, it shall be submitted to an arbitrator who shall be designated in rotation from a panel of five (5) arbitrators requested from the Federal Mediation and Conciliation Service jointly by the parties. The parties shall then attempt to agree upon an arbitrator and if they fail to agree, four (4) names from the list of five (5) arbitrators shall be eliminated by the Union and the Board, alternately striking one name at a time, with the Union striking first. Such arbitrator shall hear the matter within fifteen (15) days of receipt of such agreed designation and shall render a written award within thirty (30) days after the hearing, if there is no transcript of the hearing: or, within thirty (30) days after receipt of briefs, if briefs are to be furnished. Compensation of the said arbitrator shall be paid one-half by the Union and one-half by the Board.

The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement and shall be without power of authority to make any decisions:

a. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement; or

b. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law.

**Section 2 – Appeal**

1. The Board and the Union agree that neither party will appeal an arbitration award to the courts unless the arbitrator is believed by either party to have acted illegally. The Board and Union also agree not to appeal any arbitration case to the courts until the arbitrator has heard the case and rendered an award, even if either the Board or the Union believes the arbitrator has acted illegally.
2. The Board and the Union agree that all arbitration awards shall fully and immediately be followed. If an arbitrator award is questioned it will nevertheless be complied with, subject to future adjudication.

ARTICLE XV – NON-DISCRIMINATION CLAUSE

Section 1

1. The Board and the Union agree not to discriminate against applicants or employees in regard to employment, tenure, or any other term or condition of employment on the basis of race, sex, color, age, religious creed, national origin, or ancestry in violation of any law.

2. In this Agreement, whenever the masculine gender is used, it shall be deemed to include the feminine gender.

3. The Board’s General Policy Statement on Affirmative Action is attached in Appendix A and considered a part of this agreement.

ARTICLE XVI – DURATION OF AGREEMENT

Section 1

1. This Agreement shall remain in full force notwithstanding changes in ownership, control or management of any building. Within thirty (30) days of change in ownership or management of any such building, the Board shall notify the Union of such change. Changes in ownership, control or management do not relieve the owner or manager of obligations covered by this Agreement.

2. This Agreement shall be effective as of July 1, 2009, and shall continue in full force and effect until midnight June 30, 2012, and shall continue from year to year thereafter unless a sixty (60) day notice, prior to June 30, 2012, or on any subsequent contract year expiration date, either party notifies the other in writing of its desire to amend or terminate same.

3. For the duration of this Agreement, subject to the provisions set out in Article IV with respect to conditions precedent to a wage reopener, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining whether or not discussed during negotiations or mentioned herein; provided, however, such waiver shall not prevent the parties from reaching mutual understandings as to the application or interpretation of any provisions of this Agreement.
ARTICLE XVII – EXECUTION OF AGREEMENT

This Agreement is made in triplicate and each copy is an original specimen executed at Chicago, Illinois, on this 30th day of April, 2010.

FOR THE BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT 508:

[Signature]
Gary J. Chico, Chairman

FOR LOCAL 7, NATIONAL CONFERENCE
OF FIREFIGHTERS AND OILERS, AFFILIATED
WITH SERVICE EMPLOYEES
INTERNATIONAL
UNION:

[Signature]
Timothy P. Healy, President

Approved As To Legal Form:

[Signature]
James M. Reilly, General Counsel
APPENDIX A

GENERAL POLICY STATEMENT
FROM THE CHIEF AFFIRMATIVE ACTION OFFICER OF THE
CITY COLLEGES OF CHICAGO

Both the Chancellor for the City Colleges of Chicago and the Board of Trustees of Community College District No. 508, guarantee adherence to an Affirmative Action Policy. The continued success of the City Colleges of Chicago relies heavily upon the full and effective utilization of qualified persons regardless of race, color, religion, sex or national origin. We have an enduring obligation to hire and develop the best people we can find basing our judgment on job related qualifications, not only because it is legally required, but also because it is morally right.

We will continue to direct our employment and personnel practices toward equal opportunity for everyone. We simply cannot afford to deprive ourselves of capable people based upon archaic and unjust codes of conduct. Therefore, we intend that all matters relating to recruitment, hiring, training, compensation, benefits, promotions, transfers, layoffs, recall from layoffs, and all treatments on the job be free from discriminatory practices.

As opportunities for transfer, advancement or promotion occur, including promotions into and within management, periodic reviews and analysis of personnel records will be made to ensure all minorities and women continue to receive equal consideration and that only valid requirements are imposed for these opportunities.

We intend to measure ourselves against specific objectives which continue to move our total employment posture aggressively toward full and equal participation of all employees in the opportunities available.

______________________________
Chancellor
Chief Affirmative Action Officer