

**AGREEMENT**

**July 1, 2023 to June 30, 2028**

**between**

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

**and**

**LOCAL #399, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO  
“Union”**

## TABLE OF CONTENTS

|  |    |
|--|----|
| ARTICLE I - BARGAINING UNIT RECOGNITION .....                  | 1  |
| ARTICLE II - WORK RESPONSIBILITY .....                         | 1  |
| ARTICLE III - EMPLOYMENT CONDITIONS .....                      | 1  |
| ARTICLE IV - WAGES and application of monetary increases ..... | 6  |
| ARTICLE V - WORK WEEK.....                                     | 9  |
| ARTICLE VI - FUNERAL LEAVE.....                                | 10 |
| ARTICLE VII - JURY DUTY .....                                  | 10 |
| ARTICLE VIII - VACATIONS - ACCRUAL, PAY AND SCHEDULING.....    | 10 |
| ARTICLE IX - RESPONSIBILITIES OF THE CHIEF ENGINEER.....       | 11 |
| ARTICLE X - HOLIDAYS, PERSONAL DAYS, AND SICK LEAVE.....       | 12 |
| ARTICLE XI - RETIREMENT PLAN .....                             | 15 |
| ARTICLE XII - HEALTH AND WELFARE TRUST.....                    | 15 |
| ARTICLE XIII - IUOE EDUCATION AND TRAINING FUND.....           | 16 |
| ARTICLE XIV - STRIKES, LOCKOUTS, PICKETING.....                | 16 |
| ARTICLE XV - GRIEVANCE PROCEDURE AND ARBITRATION .....         | 17 |
| ARTICLE XVI - NON-DISCRIMINATION CLAUSE .....                  | 18 |
| ARTICLE XVII - DURATION OF AGREEMENT .....                     | 19 |
| ARTICLE XVIII - EXECUTION OF AGREEMENT .....                   | 19 |
| APPENDIX A.....  | 20 |

# AGREEMENT

July 1, 2023 to June 30, 2028

THIS AGREEMENT, including the attached side letters and Appendix A, 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”, “Employer” or “College(s)”) and Local 399, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, (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 engaged in the following operations: operating or assisting in the operation of heating and ventilating equipment, turbines, motors, combustion engines, pumps, air compressors, ice and refrigeration machines, air conditioning units, fans, siphons; also automatic and power oiling pumps and engines; operating or assisting in operating, maintaining and assisting all facilities, including all instrumentation and appurtenances.

## 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 all work that has traditionally and historically been within the work jurisdiction of the engineers except that they shall not be required to perform major repairs not reasonably expected of an engineer.
2. Employees shall obey all orders of those in authority.

## ARTICLE III - EMPLOYMENT CONDITIONS

### Section 1

1. When requested to do so, the Union undertakes to stand ready to furnish Board with reliable and competent engineers.

### Section 2 - Trainees

1. The number of trainees who may be employed shall be determined by the Board and Union by mutual agreement.
2. The Board will obtain the Union’s recommendation for each individual hired as a new trainee and the Union agrees that its recommendation will not be withheld unreasonably.

3. The engineer trainee program is designed to train and qualify persons so that upon completion of the program they may become qualified engineers. Ordinarily three years of training is required for qualification, but in particular cases where the earlier full qualification of a trainee is agreed to by the Union and the Board, a shorter training period may be deemed sufficient. Each trainee shall attend the Local 399 School for Trainees at his own expense unless excused because of prior adequate training or education.
4. Each trainee shall be a probationary employee for the first four (4) months of employment as a trainee. During the probationary period, the trainee may be discharged, laid off or otherwise terminated without regard to the usual requirement of just cause or without resorting to the grievance procedure applicable to trainees upon completion of the probationary period.

### **Section 3 - Double Employment**

1. Bargaining unit persons covered by this Agreement shall not hold another full-time position. In this instance, "full-time" is defined as employment in excess of twenty (20) hours per week in the same or in a similar capacity for a public body, contractor or in private business.

### **Section 4 - Discharge, Discipline, Layoff**

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

Except for discharge for intoxication, insubordination, habitual absence, gross negligence, or other egregious 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 to 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.

### **Section 5 - Notice of Names and Addresses to Union**

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

### **Section 6 - Probationary Period**

1. A newly hired employee, without previous service with the Board, shall be considered as a probationary employee for the first sixty (60) days of employment and shall not have the benefit for Article III, Subsection #4 or recourse to the

grievance procedure. An employee will not achieve tenure or continued expectancy of contractual service under this Agreement.

2. Effective for promotions occurring after the effective date of this Agreement, a bargaining unit member promoted to a position within the bargaining unit shall be subject to a sixty (60) day evaluation to demonstrate that he or she is able to perform the duties of the position. In the event the Employer determines that the individual is unable to perform the duties of the position, it shall notify the Union and return the employee to the position he or she held just prior to the promotion, displacing if necessary any employee who was placed into that position.

### **Section 7 - Union Dues**

1. The Board agrees not to discriminate against members of the Union. The Employer agrees that, for the term of the current collective bargaining agreement, or any extension thereof, between the Employer and International Union of Operating Engineers, Local 399, (the "Union"), it will deduct Union dues from the earnings of Employees from whom it has received lawfully executed written deduction authorizations, and remit such dues to the Treasurer of the Union or such other person as may be designated in writing by the Union. The Union will notify the Employer in writing of the exact amount to be deducted and will indemnify and hold the Employer harmless against any claims or liability incurred by reason of such deductions.

### **Section 8 - 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.

### **Section 9 - Transfers**

1. Open positions at other Board facilities may be bid on by present engineering staff. Selection will be based on the individuals qualifications. Effective for openings occurring after contract ratification, the Employer will allow current bargaining unit members to bid on such openings ten (10) days prior to opening the process for the general public. Nothing herein shall be deemed to create a preference in favor of current bargaining unit members for the opening.
2. Any employee who is granted a transfer to another board facility shall not be eligible for another transfer for a period of twelve (12) months from the start date at the new facility.
3. New employees will not be eligible for a transfer to another facility until they have completed twelve (12) months of service at the facility where they started.

4. Trainees will not be eligible for a transfer until they have completed twenty-four (24) months of service at the facility where they started.

**Section 10- Winter Gear**

1. City Colleges supply the winter coats and all related gear that City Colleges determines is necessary for the performance of work by each employee under this agreement. Such winter coats and all related gear shall remain the property of City Colleges and must be returned by the employee at the end of employment.

***Section 11- Investigations by the Inspector General***

Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

1. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.
2. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location, the offices of the Inspector General or other appropriate location determined by the Inspector General.
3. Prior to an interview, the employee under investigation shall be informed of the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.
4. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.
5. At the request of the employee or the Union at the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.
6. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided however, that this Section shall not prohibit or prevent an accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

7. At the request of the employee or the Union, an employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made after the Inspector General issues a written request recommending discipline against that employee.
8. At the discretion of the Inspector General, a stenographer (court reporter) may be used to document or otherwise record an interview of any employee.
9. If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be advised of administrative rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee based on the Inspector General's investigation, the provisions of this Section shall be inapplicable and said employees will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and criminal procedural rights during the same interview. The decision regarding the type of rights to which an employee is advised is within the sole discretion of the Inspector General.
10. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. If the employee requests union representation, the interview shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.
11. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week. Refusal to take a polygraph examination shall not be used as the sole determinant for discipline or discharge.
12. This Section shall not apply to employee witnesses.
13. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the employer and the employee has the opportunity to respond thereto. If an

employee is exonerated after the City Colleges of Chicago initially informed the media of the charges against the employee, the City Colleges of Chicago will make that fact available to the media where the employee requests it.

14. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action. If no disciplinary action is brought against the employee following the conclusion of the Inspector General's investigation, no grievance concerning the conduct of the investigation shall exist. Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.
15. Notwithstanding any other provision in this Section to the contrary, no interview by the Inspector General will be conducted at a police station or other correctional facility, unless the employee works at the police station or correctional facility, or if the employee has been incarcerated for more than 72 hours.

#### **ARTICLE IV - WAGES AND APPLICATION OF MONETARY INCREASES**

##### ***Section 1- Total Compensation Package***

Effective July 1, 2023 and each July 1 thereafter during the term of this Agreement, the Total Compensation Package for the classifications of Engineer, Assistant Chief Engineer, and Chief Engineer, shall increase by the percentage amount(s) specified below. For purposes of this Agreement, "Total Compensation Package" consists of the base hourly pay rate provided for in Article IV, Section 2; the contribution to the Health and Welfare Trust, International Union of Operating Engineers, Local 399, provided for in Article XII (which shall also include any contribution to the Health Reimbursement Account effective January 1, 2020); and the contribution to the IUOE Education and Training Fund, provided for in Article XIII.

As of June 30, 2023 the Total Compensation Package consisted of the following amounts for the classifications referenced above:

|                      |            |
|----------------------|------------|
| Engineer             | \$58.63/hr |
| Asst, Chief Engineer | \$64.52/hr |
| Chief Engineer       | \$69.45/hr |

Effective July 1, 2023 the Total Compensation Package shall increase by 4.0%. The Union shall be responsible for allocating the increase among the component parts of the Total Compensation Package and shall notify the Board of the specific allocation.



Effective July 1, 2024 the Total Compensation Package shall increase by 4.0%. The Union shall be responsible for allocating the increase among the component parts of the Total Compensation Package and shall notify the Board of the specific allocation.

Effective July 1, 2025 the Total Compensation Package shall increase by 3.00%, subject to the same allocation principles set forth above, except that the Union shall advise the Board of the allocation no fewer than thirty (30) days prior to July 1, 2025.

Effective July 1, 2026 the Total Compensation Package shall increase by 3.50%, subject to the same allocation principles set forth above, except that the Union shall advise the Board of the allocation no fewer than thirty (30) days prior to July 1, 2026.

Effective July 1, 2027 the Total Compensation Package shall increase by 3.00%, subject to the same allocation principles set forth above, except that the Union shall advise the Board of the allocation no fewer than thirty (30) days prior to July 1, 2027.

**Section 2 - Rates of Pay**

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

| Job Title            | Eff. 7/1/23 | Eff. 7/1/24 | Eff. 7/1/25 | Eff. 7/1/26 | Eff. 7/1/27 |
|----------------------|-------------|-------------|-------------|-------------|-------------|
| Chief Engineer       | \$63.24     | \$65.63     | \$          | \$          | \$          |
| Asst. Chief Engineer | \$58.11     | \$60.29     | \$          | \$          | \$          |
| Engineer             | \$51.99     | \$53.93     | \$          | \$          | \$          |

| Job Title        | Eff. On Ratification |
|------------------|----------------------|
| Trainee – Year 1 | \$18.00              |
| Trainee – Year 2 | \$19.00              |
| Trainee – Year 3 | \$20.00              |
| Trainee – Year 4 | \$21.00              |

**Section 3 - SURS Differential**

In addition to the base hourly rate, employees who participate in the State University Retirement System (“SURS”) shall be paid an additional \$0.50 per hour.

**Section 4- Pay Period**

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

### **Section 5 - Changes in Rates of Pay**

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

### **Section 6 - General**

1. Although this Agreement states essential provision 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 7 - Overtime**

1. When an employee is called back to work, a minimum of four (4) hours pay at two (2) times that hourly rate will be paid if the call back 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 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 an engineer 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.
4. The College shall determine manpower requirements for overtime. No overtime shall be recognized unless authorized by the College.
5. Once the College determines the manpower requirements for overtime, overtime shall be assigned and directed by the Chief Engineer. Overtime shall be distributed as equally as feasible among the employees and offered first to the most senior qualified employee in the appropriate classification at the work location. Employees in the classification at the work location who have been given the option to work overtime, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime until all employees in the classification at the work location have been reasonably afforded the opportunity to work overtime.

### **Section 8 - Seniority**

1. Seniority is the length of service in the bargaining unit in the facility (main campus and its satellites). Seniority within a classification shall apply for choice of vacation, job vacancies and shift. Seniority shall also apply in promotions provided that the employee has the ability to perform the job.
2. When selecting a person to fill a vacant Assistant Chief Engineer's or Chief Engineer's position, the Employer shall first consider interested members of the facility's (main campus and its satellites) engineering staff, in order of seniority. The parties agree, however, that the ability to satisfactorily perform the duties of the Assistant Chief Engineer's and Chief Engineer's position may require, among other things, demonstrated skills in effective communication, leadership, organization, and motivation as well as technical knowledge. Individuals selected to fill Assistant Chief Engineer and Chief Engineer positions shall be considered probationary employees for the first sixty (60) days of their employment as Assistant Chief Engineer or Chief Engineer.
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 a.m. to 8:00 a.m., 2:00 to 4:00 p.m. or 10:00 p.m. to 12:00 Midnight. Engineers shall work forty (40) hours per week in not more than five (5) consecutive days. The work week shall begin at 12:00 a.m. Sunday morning and end at 11:59 p.m. the following Saturday night.

### **Section 2 - Excess Hours**

1. If any engineer 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 anyone 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. Engineers 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 anyone day.

## ARTICLE VI - FUNERAL LEAVE

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 five (5) 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 - ACCRUAL, PAY AND SCHEDULING

1. Employees shall accrue vacation monthly for each month in which they are paid based upon their years of service in accordance with the schedules set forth below. Vacation accrued will be credited to employees' vacation banks on or after the second pay check of each month. Said employees may accumulate vacation days up to the maximums set forth in the schedule set forth below. Vacation accrued will be credited to employees' vacation banks on or after the second pay check of each month. Where an employee attains the maximum vacation accrual, the employee may not accrue additional vacation until his vacation bank falls below the maximum. In that instance, any vacation accrued shall be rolled-over to the employee's sick day leave bank. Accumulated unused vacation leave banks shall be paid out to the employee upon termination of their employment at the time the employee receives his final compensation from the Board.

| <b>Years of Service</b>             | <b>Paid Vacation Days<br/>Accrued Per Month</b> | <b>Annual Accrual Rate</b> | <b>Maximum<br/>Accumulation</b> |
|-------------------------------------|---|----------------------------|---------------------------------|
| 0 to 1 years<br>(0 to 12 months)    | .4167   | 5 days                     | 5 days                          |
| 2 to 7 years<br>(13 to 84 months)   | .834 days                                       | 10 days                    | 15 days                         |
| 8 to 15 years<br>(85 to 180 months) | 1.25 days                                       | 15 days                    | 22.5 days                       |

|   |        |         |         |
|---|--------|---------|---------|
| 15 through 20 years<br>(181 through 240 months) | 1.676  | 20 days | 30 days |
| 20 or more years<br>(241 or more months)        | 2.0833 | 25 days | 30 days |

2. An additional day of vacation shall be allowed if an employee's vacation period includes one of the paid holidays mentioned in Article X of this Agreement.
3. Vacation accruals shall not be affected by change of building ownership provided that the employee continues employment in that building.
4. A week of vacation pay shall be forty (40) hours of pay at the employee's regular hourly rate. Regularly employed relief engineers shall receive a prorata vacation based upon their respective terms of employment in the building.
5. Vacations shall be scheduled to follow the days off in an employee's normal work schedule.
6. Requests to use accrued vacation must be submitted to the Chief Engineer for approval (or denial) and then forwarded to the Vice Chancellor of Administrative Services or his/her designee.

## **ARTICLE IX - RESPONSIBILITIES OF THE CHIEF ENGINEER**

### **Section 1 - Responsibilities**

1. The Chief Engineer shall be responsible to the Board for the safe, economical operation of the plant and for all employees subordinate to him in the Engineering Department. The Chief Engineer shall issue the order to the employees under him and he shall be responsible to the Board for carrying out management orders relating to the building operations.
2. The Board shall inform the Chief Engineer of any contemplated major repairs or major improvements to be made in the equipment under the jurisdiction of the engineers as listed in Article II of this Agreement.

### **Section 2 - Differential**

1. The Chief Engineer shall receive a differential over the wages of the engineers under his supervision, which differential is included in the wage table set forth in Article IV, Section 1.

## ARTICLE X - HOLIDAYS, PERSONAL DAYS, AND SICK LEAVE

### Section 1- Holidays

1. The following days shall be paid holidays:

|                                       |                            |
|---------------------------------------|----------------------------|
| New Year's Day                        | Labor Day                  |
| Martin Luther King's Birthday         | Thanksgiving Day           |
| Spring Holiday (formerly Good Friday) | Day Following Thanksgiving |
| Memorial Day                          | Christmas Day              |
| Fourth of July                        | Employee's Birthday        |
| President's Day                       | Juneteenth                 |

Said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday and the actual date of a holiday falls on that regularly scheduled Saturday or Sunday and therefore is observed on a different day for purposes of this Agreement, such employee shall receive an additional day off with pay at a time of his/her choosing provided that employee works on the actual date of the holiday. This additional day off with pay day must be used in the same fiscal year and must be approved by the employee's supervisor in advance. Such days shall not rollover to the next fiscal year.

2. Any other holidays authorized by the Board for other employee groups will not apply to the employees covered by this Agreement.
3. When an employee's birthday falls on a designated holiday or on a day when the employee is not scheduled to work, the Chief Engineer and employee will agree to an alternative date to observe that employee's birthday holiday.
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 on a holiday, the employee shall be paid 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 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) hour of such holiday pay shall be credited as hours worked for the purpose of computing overtime (over forty hours) with the exception of the engineer who received eight (8) hours of pay for a holiday which occurs on one of such engineer's regular days off.
8. Regularly employed relief engineers 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 engineer's shift falls on the holiday.

### **Section 2 - Personal Days**

1. Employees who have been in continuous services of the Board for six (6) months shall receive one (1) personal holiday and for one (1) or more years (12 or more months) shall be eligible for a second personal holiday. Personal holidays for which the employee is eligible shall be credited to the employee on the first day of the fiscal year. Eligibility for personal holiday(s) shall be determined by the amount of continuous service the employee has as of the first day of the fiscal year. Employees shall give five (5) work days advance notice of the date(s) requested for their personal holiday(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.

### **Section 3 - Sick Days**

1. 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 (1/2) 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 Employer may require employees to satisfactorily establish the fact and cause of such illness or injury as condition for receipt of sick pay.
2. Sick days may be accumulated into the sick day bank in accordance with Board policy.

### **Section 4- Parental Leave**

Effective upon ratification and shall not be retroactive.

a. Eligibility. Bargaining unit members eligible for FMLA shall also be eligible for paid parental leave. A bargaining unit member is FMLA leave eligible if the bargaining unit member has been employed by the Board for at least twelve (12) months and has worked a minimum of 1,250 hours during the 12-month period prior to the leave. Eligible bargaining unit members will receive the following paid Parental leaves:

- (i) Up to eight (8) weeks paid parental leave to a birth person to recover from a nonsurgical delivery;
- (ii) Up to eight (8) weeks paid parental leave to a birth person to recover from a C-section delivery;
- (iii) Up to four (4) weeks paid parental leave for the birth of a child or children to a spouse or domestic partner of the birth person; or
- (iv) Up to four (4) weeks paid parental leave for the adoption of a child or children by the bargaining unit member or the spouse or domestic partner of the employee.

For any additional nonmedical parental leave, a bargaining unit member may elect to combine other earned paid time off, including vacation, personal days, sick days, and floating holidays with parental leave to achieve the maximum amount of paid time off from work while taking FMLA leave.

FMLA leave time runs concurrently with any paid leave benefits, including parental leave. The concurrent use of paid parental leave and FMLA leave will decrease, in whole or in part, the amount of FMLA leave available to an eligible bargaining unit member.

Requesting paid parental leave. Eligible bargaining unit members must submit a completed Leave Request Form, requesting FMLA leave, to City Colleges of Chicago's Benefits Department at least thirty (30) days prior to the date of the leave. To the extent the 30 day notice is not possible, the bargaining unit member must submit a Leave Request Form to the Benefits Department as soon as possible.

a. Bargaining unit members requesting paid paternal leave must also submit FMLA Medical Certification indicating the expected delivery date. The bargaining unit member must submit another FMLA Medical Certification in order to qualify for eight weeks of paid leave if the delivery required a C-section. If an unforeseen medical condition requires a bargaining unit member to stop working prior to the originally anticipated start date of the leave, the bargaining unit member must provide as much advanced notice as reasonably possible to the Benefits



Department by submitting medical verification of the need to start the leave early.

b. Bargaining unit members requesting paid parental leave must also submit proof of marriage, civil union or domestic partnership (as recognized by City ordinance or State statute) at least thirty (30) days in advance of the leave and FMLA Medical Certification confirming the pregnancy of their spouse or domestic partner or a birth certificate within sixty (60) days of taking the leave. To the extent the 30 day notice is not possible, the bargaining unit member must submit a Leave Request Form to the Benefits Department as soon as possible.

c. Bargaining unit members requesting paid adoption leave must also submit either certification from an adoption agency confirming that the bargaining unit member, or the bargaining unit members spouse or domestic partner (along with proof of the spousal or domestic partnership relationship), has been matched by the agency with a child or children; or a birth certificate within sixty (60) days of taking the leave confirming that the bargaining unit member or the bargaining unit members spouse or domestic partner (along with proof of the spousal or domestic partnership relationship), is the adoptive parent.

#### **ARTICLE XI - RETIREMENT PLAN**

1. Employees participate, at their own expense, in the State Universities Retirement System (SURS) as provided by law, as set forth in 40 ILCS 5/15-134, as of the first day of employment.
2. Employees who are employed by the Board after August 31st of any calendar year following the employee's attainment of age 68, shall not be required to participate in SURS.

#### **ARTICLE XII - HEALTH AND WELFARE TRUST**

1. The Board shall contribute in the amount determined pursuant to Article IV, Section 1 to the Health and Welfare Trust, International Union of Operating Engineers, Local 399, for each employee under this Agreement, beginning with the first day of the month following the date of hire. Effective January 1, 2020, a portion of this contribution pursuant to Article IV, Section 1 may be allocated to a Health Reimbursement Account. The Board shall pay a full month of contributions for the month in which the employee terminates and insurance coverage shall cease at the end of that month. Paid vacations and holidays shall constitute time worked for the purposes of this Section.

2. 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. Where a temporary replacement is hired for the period of absence referred to above, the Board shall not be required to make contributions on behalf of the temporary employee. The obligation to make these payments shall continue during periods when a new Agreement is being negotiated.
3. 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.
4. Where a temporary replacement is hired for vacation relief or seasonal, casual, special project or contingent employees for a defined period of time not to exceed ninety (90) days, the Board shall not be required to make contributions. Where a temporary employee's assignment for vacation relief, seasonal, casual, special project or contingent work exceeds ninety (90) days, the Board will be required to make contributions on behalf of the employee(s) on the first day of the month following a thirty (30) day orientation period.
5. Whenever the Board is not obligated to make payments to the Fund for an absent or temporary employee, then the employee shall make the required payment.
6. Employees will be provided the opportunity to participate in the Board's existing pre-tax health care savings plan until December 31, 2019. Effective January 1, 2020, Employees will not be eligible to participate in the Board's existing pre-tax health care savings plan but will be eligible to participate in the Health Reimbursement Account for the Health and Welfare Trust, International Union of Operating Engineers, Local 399 as set forth in Article XII, Section 1.
7. The Union and the Board intend that the terms of this section conform with the Affordable Care Act ("ACA").

### **ARTICLE XIII - IUOE EDUCATION AND TRAINING FUND**

The employer shall contribute annually, on a per employee basis, the sum as determined pursuant to Article IV, Section 1 to the IUOE Education and Training Fund. With the approval of the Vice Chancellor of Administrative Services or his/her designee, employees may attend classes while on duty.

### **ARTICLE XIV - STRIKES, LOCKOUTS, PICKETING**

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

## ARTICLE XV - GRIEVANCE PROCEDURE AND ARBITRATION

### **Section 1 - Grievance and Arbitration Procedure**

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 the aggrieved employee(s) 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 satisfactorily resolved in the first step, the aggrieved employee, the steward and/or a Union representative, may appeal the grievance to the College President at the college at which he is employed.

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 Chief Engineer in Step One is unsatisfactory, and shall be duly signed.

The College President or his designee shall promptly meet and confer on the appeal. The College President or his designee shall communicate his decision, in writing, to the aggrieved employee and to any Union representative who participated in the grievance.

#### **Step Three**

If the grievance is not satisfactorily resolved through Step Two, the Union or the aggrieved employee may appeal to the Chancellor or his/her designee 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 College President in Step Two is unsatisfactory, and shall be duly signed.

The Chancellor or his/her designee shall promptly meet and confer on the appeal. The Chancellor or his/her designee shall communicate his 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 American Arbitration Association 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 render a written award 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 of Arbitration Awards**

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 Employer 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 arbitration award is appealed pursuant to paragraph 1 of this Section it will nevertheless be complied with, subject to future adjudication.

#### **ARTICLE XVI - NON-DISCRIMINATION CLAUSE**

1. The Board and the Union agree not to discriminate against 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.

**ARTICLE XVII - DURATION OF AGREEMENT**

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 of management do not relieve the owner or manager of obligations covered by this Agreement.
2. This Agreement shall be effective as of July 1, 2023 and shall remain in full force and effect from said date through June 30, 2028 both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.
3. For the duration of this Agreement, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining whether or not discussed during negotiations 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 XVIII - EXECUTION OF AGREEMENT**

This Agreement is made in quintuplet and each copy is an original specimen executed at Chicago, Illinois, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FOR THE BOARD OF TRUSTEES,  
ILLINOIS COMMUNITY COLLEGE  
DISTRICT 508

FOR INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL  
#399

Signed by:  
  
2330B78F7394400...  
Katya Nuques  
Its Chair

  
Patrick J. Kelly  
Its President/Business Manager

## 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 will continue to move our total employment posture aggressively toward full and equal participation of all employees in the opportunities available.

---

Chancellor

**SIDE LETTER OF AGREEMENT**

Dear Roger:

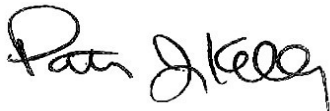
This letter will confirm the parties’ understanding with respect to a potential “Winter Break” on December 27, 28, and 29, 2023. If the CCC Board of Trustees declares a “Winter Break” on these dates, City Colleges has advised you that its processes for staffing and time off will be as follows:

1. Each College will determine the number of engineers required per shift to ensure smooth operations based on a variety of factors, including but not limited to: scheduled events, special projects, potential weather events, and overall facility safety.
2. The College will first solicit volunteers to fill those staffing requirements. Absent sufficient volunteers, staffing requirements will be filled based on seniority.
3. Employees that work during the potential “Winter Break” will be paid at regular time rates and receive one (1) personal day added to their accrual bank for each day that they work. These personal days must be used by June 30, 2024 and use must be requested in advance and pre-approved by supervisors.
4. If the number of staff required by the College is met on any particular day and an employee is not needed for work they will get the day off with pay at regular time rates. They will not be provided with a compensatory personal day for that day.

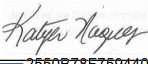
Your acknowledgement and agreement is appreciated in the space provided below.

Regards,

14. All other proposals and counterproposals are withdrawn.
15. The parties shall cooperate in drafting contract language consistent with these agreements.



\_\_\_\_\_  
IUOE Local 399

Signed by:  
  
2550B78F7594400...  
\_\_\_\_\_  
Board of Trustees of Community  
College District No. 508

# FRANCZEK RADELET

ATTORNEYS & COUNSELORS

300 SOUTH WACKER DRIVE, SUITE 3400 | CHICAGO, IL 60606

T: 312.986.0300 | F: 312.986.9192 | WWW.FRANCZEK.COM

DAVID A. JOHNSON

312.786.6177

daj@franczek.com

February 14, 2017

Roger McGinty  
Business Representative  
International Union of Operating  
Engineers, Local 399  
2260 S. Grove Street  
Chicago, IL 60616

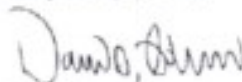
**Re: City Colleges of Chicago  
- Article IV, Section 7.2: Letter of Interpretation**

Dear Roger:

This letter will confirm the parties' understanding with respect to the interpretation to be accorded Article IV, Section 7.2 of the collective bargaining agreement ("Agreement"). On behalf of the City Colleges of Chicago ("City Colleges"), I have advised you that City Colleges intends to continue to apply its historical interpretation of Section 7.2 in instances where an employee is called in to work on a day off where the employee has taken a vacation day during the week. Specifically, on those occasions where an employee covered by the Agreement has taken a vacation day during the week, has worked his or her full scheduled shifts the other four days in the work week, and is then called in to work on a scheduled day off within that work week, the employee will continue to be deemed to have "completed forty (40) hours of work for that week" within the meaning of Section 7.2 of Article IV, entitling the employee to pay at the applicable premium rate for the work performed on the scheduled day off.

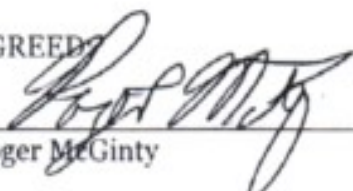
Your acknowledgment and agreement is appreciated in the space provided below.

Very truly yours,



David A. Johnson

AGREED

---

Roger McGinty

cc: Laurent Pernot  
George Thomson  
Sarah Nau