# 2016

# NEGOTIATED AGREEMENT

# BETWEEN

# **TRITON COLLEGE BOARD OF TRUSTEES**

# AND

# PART-TIME LIBRARIANS AND COUNSELORS ASSOCIATION IFT/AFT

# July 1, 2016 THROUGH JUNE 30, 2017

This Agreement shall be effective as of July 1, 2016 through June 30, 2017, with no changes to the current contract.

# 2016-2017 ONE YEAR EXTENSION TO THE AGREEMENT WITH PART-TIME LIBRARIANS AND COUNSELORS ASSOCIATION

The Board of Trustees of Triton College District 504, operating under the provision of Public Law 1710 of the State of Illinois and the Part-Time Librarians and Counselors Association, Affiliated with the IFT/AFT Local 1600.

The Agreement will be extended one year from July 1, 2016 to June 30, 2017, with no changes to the contract.

BOARD OF TRUSTEES

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Mark Stephens, Chairman

Date

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Diane Viverito, Secretary

PART-TIME LIBRARIANS AND COUNSELORS ASSOCIATION

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Khn Cadero, President

# TRITON COLLEGE PART-TIME LIBRARIANS AND COUNSELORS ASSOCIATION IFT/AFT

## **ARTICLE 1 – DEFINITIONS**

For the purpose of this Agreement, and as used in this Agreement, the following terms shall be defined for illustrative purposes, as follows:

#### **SECTION 1.1 AGREEMENT**

The term "Agreement shall mean this current collective bargaining agreement between the Board and the Union.

#### SECTION 1.2 BOARD

The term "Board" shall mean the Board of Community College District No. 504, County of Cook and State of Illinois its trustees, officers, directors and duly authorized administrators, supervisors and agents the Board may so designate, acting within the scope of their authority.

#### SECTION 1.3 COLLEGE

The term "College" refers collectively to the institution and to all educational facilities or academic locations under the jurisdiction of the Board and the administrative offices thereof.

#### SECTION 1.4 UNION

The term "Union" or "Association" refers to the Cook County College Teachers Union, AFT/IFT, Local 1600

#### SECTION I.5 BARGAINING UNIT EMPLOYEE

All part-time counselors and librarians who work at least 600 hours in a fiscal year shall be eligible for membership in the Bargaining Unit.

#### SECTION 1.6 SEMESTER OR ACADEMIC SEMESTER

"Semester" or "Academic Semester" means the Fall or Spring term of the Academic Year.

#### SECTION 1.7 ACADEMIC YEAR

"Academic Year" means the Fall and Spring semesters of a Board defined Academic Year.

#### SECTION 1.8 FISCAL YEAR

"Fiscal Year" means the 1 year period beginning on the 1<sup>st</sup> of July and ending on the 30<sup>th</sup> of June of a Board defined Fiscal Year.

## **ARTICLE II – RECOGNITION AND SCOPE**

#### SECTION 2.1 RECOGNITION OF THE BARGAINING UNIT

The Board recognizes the Association as the sole and exclusive bargaining agent for all bargaining unit members currently working as described in Article 1.5. *Excluded*: All managers, officers, administrators, retirees, and supervisors as defined in the Illinois Educational Labor Relations Act (IELRA), all full time employees of the college and all employees covered by another collective bargaining unit agreement with the college.

#### SECTION 2.2 INTEGRITY OF THE BARGAINING UNIT

The Board recognizes the integrity of the bargaining unit and shall not meet, discuss, confer, subsidize or negotiate with any other Organization or its representatives on matters pertaining to hours, compensation, working conditions and fringe benefits. The Board shall not negotiate with individual members within the bargaining unit over their hours, compensation, working conditions and fringe benefits.

## ARTICLE III – ASSOCIATION RIGHTS

#### SECTION 3.1 NO DISCRIMINATION

In accordance with applicable law, the Board and the Association agree not to discriminate against any member covered by this Agreement or any applicant for any position covered by this Agreement on account of any area as protected by State or Federal Law.

#### SECTION 3.2 NO COERCION

The Board and the Association agree not to interfere with the right of members; covered by this Agreement, to become or not become members of the Association and that there shall be no discrimination against any members covered by the Agreement because of Association membership or non-membership. Membership in the Association or any other employee organization or association not affiliated with the College shall not be a condition of employment for any member covered by this Agreement. The Board will not discriminate in hiring, continuity of employee's membership or lawful organizational activities in the Association; providing that it does not interfere with the duties of the position to be performed by the employee.

#### SECTION 3.3 INFORMATION TO ASSOCIATION

The Union President, upon reasonable request, shall be provided with at least one (1) copy of any public information and records where an extra copy is available and shall be provided with access to such information and records where extra copies are not available.

#### **SECTION 3.4 BOARD MEETINGS**

A copy of the public agenda and memoranda containing the recommendations, if any, of the College President, excluding any recommendations that pertain to matters which the Board will consider in executive session, such as personnel matters and collective bargaining, will be available to the Association President at the same time that these items are made available to other Triton Unions.

#### SECTION 3.5 DUES CHECKOFF

Upon receipt of lawful, written authorization from members covered by this Agreement, which may be revoked in accordance with applicable law, the Board agrees to deduct from their pay, the regular Union membership dues. When a member revokes the authorization in accordance with applicable law, the member shall notify the Union Treasurer, in writing, and shall at the same time submit a copy of said notification to the Director of Business and Accounting Services. The dues and a list of the employees from whose pay dues have been deducted shall be forwarded to the individual designated by the Union to receive such deductions no later than fourteen (14) days after such deductions are made. The rate of the regular uniform membership dues to be deducted for each member will be certified in writing by the Association to the Board. The CCCTU hereby indemnifies and holds harmless the Board, its members, officers, agents from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

#### SECTION 3.6 AUTHORIZATION TO BIND BOARD

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

# SECTION 3.7 RIGHTS AND BENEFITS OF AGREEMENT

The rights and benefits set forth in this Agreement shall be considered part of any individual contract of employment between any member covered by this Agreement and the Board. The Board shall make available to each member the official Board Policies, insurance brochure, and pension informational material, related to the positions covered in the Agreement. The Board will make available sufficient copies of this Agreement, after it has been ratified by the parties, to the Association for distribution by the Association to the members covered by this Agreement. At the time an individual contract of employment is proffered for any position covered by this Agreement, a copy of this Agreement shall also be made available to the applicant.

## SECTION 3.8 PERSONNEL FILE

Upon request, a member may review said member's cumulative personnel file, except for credentials (which shall include letters of recommendation). Except for such credentials, a member, upon request, may reproduce any item in said personnel file. A member may attach a written response to any item, except credentials. This Human Resources personnel file shall be the primary personnel file. A member shall be informed in writing when material of any derogatory nature is added to the member's personnel file.

#### SECTION 3.9 RIGHT TO REQUEST REPRESENTATION

Whenever a conference between any member and an administrator is held for the specific purpose of discussing the termination, dismissal or suspension of a member, the member shall have the right to request that a representative of the Association be present.

## SECTION 3.10 FAIR SHARE

Members covered by this Agreement who elect not to be members of the Cook County College Teachers Union (hereinafter referred to as the "Union") shall, commencing on the effective date of this Agreement, and continuing during the term of this Agreement, and so long as they remain non-members of the Union pay a fair share payment to the Union for services rendered as the exclusive representative of the employees covered by this Agreement. Upon the direction of the "Union" such proportionate share payments shall be deducted by the Board from the earnings of the nonmember and paid to the Cook County College Teachers Union (CCCTU). The Treasurer of the CCCTU shall submit to the Board an affidavit which specifies the amount which constitutes said proportionate share which shall not exceed the dues uniformly required of members of the Association and a general description of the services provided as well as a breakdown of the per capita dues. The amount of dues certified by the CCCTU shall not include any fees for contributions related to election or support of any candidate for political office or member only benefit. Non-members who protest this fair share payment upon bona fide religious tenets or teachings of a church or religious body shall pay an amount equal to such fair share fee to the Triton College Foundation or to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the Illinois Educational Labor Relations Board may establish an approved list of charitable organizations to which the payment may be made. The affected non-member must provide proof of such payment to the CCCTU. The CCCTU hereby indemnifies and holds harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

#### SECTION 3.11 DISTRIBUTION OF ASSOCIATION MATERIAL

The Association may distribute Association literature on College property, provided there is no interference with College operation. No one shall be allowed to distribute Association materials in a manner which disrupts other employees in the performance of their duties or which disrupts students in the pursuance of their educational goals. In the distribution of such in the distribution of such material, the Association shall be mindful that it represents members of a learned profession. In light thereof the Association agrees to refrain from distributing materials of an inflammatory, offensive, libelous, accusatory, derogatory or partisan political nature. The Association President, or a bargaining unit member designee, shall have the privilege of placing official Association material in the mailboxes of the bargaining unit members. The College agrees that it shall provide to the Association bulletin board space, where bulletin boards are currently available, for the posting of notices and materials relating to Association activities. Posting of such notices and materials is permitted only on bulletin board space provided in accordance with this section. The Association agrees that only appropriate materials dealing with Association business shall be posted thereon, and that the areas so designated shall be kept in as reasonable an order as is possible by removing outdated material. Nothing in this section shall be construed to prohibit individual a members from posting or displaying Association literature or materials. Such postings must not be in violation of the prohibitions set forth in this section or of Board Policy.

#### **SECTION 3.12 COPE DEDUCTIONS**

Upon receipt of a voluntary written authorization from a member covered by this Agreement, the Board will deduct from the member's wages, a deduction for the Cook County College Teacher's Union Committee on Political Education (CCCTU-COPE). Upon receipt of a voluntary written revocation of such a previously filed written authorization from a bargaining unit member covered by this Agreement, served upon the Board and the Association, the Board will, on the date thereof, cease to deduct such COPE contributions from that bargaining unit member's wages such deductions have been made and the amount deducted during the period covered by the remittance. The CCCTU shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

## **ARTICLE IV – LEAVES**

Leave shall be granted as required by law for Jury duty, Military duty or other allowed absences as mandated and ordered by state or Federal law.

#### SECTION 4.1 COURT APPEARANCES

When a bargaining unit member is called to serve on a jury, if the bargaining unit member reports but is excused from serving with ½ of the working day or more remaining, the bargaining unit member shall return to work. When a bargaining unit member serves on jury duty, the bargaining unit member shall not suffer loss of compensation. When a bargaining unit member is called to appear as a witness, if the bargaining unit member reports and is excused from serving with ½ of the working day or more remaining, the bargaining unit member shall return to work. Bargaining unit members shall not be compensated by the college for serving as a witness unless personal days (below) are utilized to cover such appearance.

## SECTION 4.2 MILITARY LEAVE

A military leave of absence shall be granted to any bargaining unit member who shall be inducted for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard of any reserve component of the United States Armed Forces. Upon return from such leave, a bargaining unit member shall be placed in an equivalent position on the salary schedule that he/she possessed at the time the leave began. A military leave of absence shall be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces. A military leave of absence will not be granted during summer unless authorized in advance by the Board of Trustees. In cases of involuntary emergency military duty, the bargaining unit members will receive no pay for the period of time served and will receive the amount of compensation received from the armed forces during that period.

#### **SECTION 4.3 PERSONAL DAYS**

Personal days shall be granted to the bargaining unit member by the college based upon years of continuous service at the College. The days are non-cumulative and shall apply only to the fiscal year as allotted. The number of days granted shall be established based upon full years worked only as of the first day of the fiscal year and the days assigned shall expire as of the last day of the fiscal year. There will be no rollover of Personal days for any reason. Personal days are to be utilized for payment for any leave authorized under this CBA first before any other compensation for leave will apply. Personal days may be used during final examination or mid-terms only with the advance authorization of the Chairperson/Coordinator. All coordination for utilization of Personal Days should be made in advance whenever possible and may be denied based on unavailability of coverage. Personal Days may be used for compensation of a day off for sick time. No other time is intended allocated for sick time under this agreement. Any employee other than those to whom they are assigned by the College may not utilize personal days.

Years working	Personal days per year
Less than 3 years	0 days per year
4-10 years	1 days per year
11-15 years	2 days per year
16-20 years	3 days per year
>20 years	4 days per year

# SECTION 4.4 BOARD APPROVED LEAVES:

A bargaining unit member may request an unpaid leave of absence from active assignment and not vacate their status as a bargaining unit member. Such leaves must be presented to and approved by each of the following in order to be valid:

- 1. Department Chairperson/Coordinator (Mid-manager as appropriate)
- 2. Area Dean
- 3. Vice President of Academic Affairs and Student Services
- 4. College President
- 5. Board of Trustees

The availability of a leave is not guaranteed and leaves are granted at the sole discretion of the college and the Board and may be denied at the discretion of any of the above. Upon return, the college is not required to give him/her the same assignment. No leave will be granted to take another job.

## ARTICLE V – DISCIPLINE AND DISMISSAL

Nothing in this CBA prevents the College from disciplining or terminating bargaining unit members who fail to comply with the requirements of their position or college policies. Disciplinary action shall be for just cause shown and will be performed in a timely manner (within 30 days). Depending upon the gravity of the matter, discipline may include verbal and written warnings and suspensions with or without pay prior to termination. Suspension without pay prior to termination during the same disciplinary process shall not be considered a separate and distinct punishment. Before termination or suspension without pay is approved, there shall be an investigatory meeting between the administration and the bargaining unit member (if available). The bargaining unit member is entitled to have union representation at all steps of the disciplinary process. In addition, if a decision has been made to terminate the bargaining unit member, there shall be a meeting with the Associate Vice President of Human Resources prior to the actual termination. Where applicable, discipline will be performed in a progressive manner. Nothing in this section is grievable except the failure to follow the process or procedures. All Bargaining Unit members remain "AT WILL" employees throughout their employment with the college.

# **ARTICLE VI – GRIEVANCE PROCEDURE**

A grievance is a complaint by one or more employees, or the union, that an express provision in this agreement has been violated.

#### SECTION 6.1 PRE GRIEVANCE CONSULTATION

While recognizing that the rights of all parties are to be protected, the College and the Union encourage the informal and prompt resolution of any such grievances through informal discussions as they arise. Accordingly, when the bargaining unit member or the Union deem that there is cause for complaint, such potential grievance, naming the directly responsible party (DRP) where applicable in written form, shall be filed within thirty (30) calendar days of the date on which the employee or Union knew, or should have known, of the alleged violation of the provision(s) of this Agreement with the Associate Vice President of Human Resources, who shall forward a copy thereof to the appropriate Vice President, the relevant administrators and supervisors, and to all appropriate administrators who may become involved in later steps of the grievance so that they may be prepared to act efficiently when the grievance reaches the step at which they are likely to become involved, and to the Union (unless the Union is the grievant and has filed the potential grievance) and shall schedule a meeting with all those appropriate to the purpose of resolving the issue involved. Such meeting shall be held within ten (10) business days of the filing date. If the bargaining unit members or Union are not satisfied with the results of the meeting, a formal written grievance may be filed at Step 1 of this Grievance Procedure.

# SECTION 6.2 FILING OF GRIEVANCE WITH VICE PRESIDENT (STEP 1)

If a potential grievance is not resolved in the Pre Grievance Consultation, the formal written grievance must be filed no later than fourteen (14) calendar days of the date on which the pre-grievance meeting was held. The formal grievance shall be filed with the appropriate College Vice President. The Vice President shall notify the Union President and schedule a meeting with the grievant, the Union and the relevant college administrators within fourteen (14) calendar days of receipt of the grievance. The meeting shall be held no later than twenty-one (21) days of receipt of the grievance. Within fourteen (14) calendar days of the Step 1 meeting, the College Vice President will grant or deny the grievance in whole or in part by written decision sent to all parties thereto.

#### SECTION 6.3 APPEAL TO THE PRESIDENT (STEP 2)

If the grievant or the Union is dissatisfied with the decision at Step 1 of this procedure, either or both may appeal same to the President of the College or the designee thereof within fourteen (14) calendar days of the date of the decision at Step 1. Within fourteen (14) calendar days of the receipt of the appeal, the College President or designee shall schedule a meeting on the grievance with the grievant, the Union and all relevant College Administrators. The meeting shall be held no later than twenty-one (21) days of receipt of the appeal. Within fourteen (14) calendar days of said meeting the College President or designee shall grant or deny the grievance, in whole or in part, in writing, and forward the decision to all parties to the grievance.

#### SECTION 6.4 APPEAL TO THE BOARD OF TRUSTEES (STEP 3)

If the Union is dissatisfied with the decision at Step 2 of this procedure, either or both may appeal same to the Board of Trustees of the District within fourteen (14) calendar days of the date of the decision at Step 2. The Board of Trustees shall have the option to hear the matter, but shall not be bound to do so. If the Board decides not to hear the grievance, it shall notify the Union in writing within fourteen (14) calendar days of the date of receipt of the appeal. The hearing before the Board of Trustees shall take place in the closed session of the Board held in conjunction with its next regularly scheduled meeting following the receipt of the Union's appeal by the Board from the decision at Step 2. If the appeal is served within seven (7) days of the Board's next regularly scheduled meeting, then the appeal shall be heard at the following regularly scheduled Board meeting. Service on the Board of Trustees shall be made by delivering a copy of the appeal to the Board's recording Secretary. The grievant, the Union and all relevant College Administrators shall participate in the hearing. Within fourteen (14) calendar days of the hearing before the Board of Trustees the Board shall grant or deny the grievance, in whole or in part, in writing, delivered to all parties thereto.

#### SECTION 6.5 ARBITRATION (STEP 4)

If the Union is not satisfied with the disposition of the grievance at Step 3, the Union only may submit the grievance to binding arbitration within thirty (30) calendar days of its receipt of the decision at Step 3 by serving written notice upon the College President and the Board of Trustees. Thereupon, the College and the Union shall attempt to mutually agree upon an arbitrator within fourteen (14) calendar days of the notification. If the parties cannot agree upon an arbitrator, they shall jointly serve a request upon the American Arbitration Association for a panel of seven (7) arbitrators. The College and the Union shall attempt to agree upon an arbitrator from the panel submitted. Failing to do so, the parties shall alternately strike names from the panel with the last name remaining being selected as the arbitrator. The parties shall request that the arbitrator hold the hearing within thirty (30) days of the notice of selection. If the arbitrator cannot do so, then at the earliest date thereafter available to the arbitrator. The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from or change the provisions of the Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the College and the Union and shall have no authority to make any decisions or recommendations on any other issue(s) not so submitted. The arbitrator shall be without authority or power to make decisions or awards in violation of or contrary to applicable laws, rules, and regulations having the effect of law or in violation of public policy. The arbitrator shall render a written decision on the grievance as soon as practicable from the date of the closing of the hearings, from the date for any final proofs to be submitted or from the last date of the filing of any briefs. The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall have the authority to make any award concerning the remedy, if any, that the arbitrator deems appropriate. The fees and expenses of the arbitrator and any other mutually agreed upon expenses shall be shared equally by the parties, provided, however, that each party shall be responsible for compensating its counsel, representatives and witnesses. All other expenses shall be borne by the party incurring them. Arbitration hearings shall be held at the College campus in River Grove, Illinois unless the parties, in writing, mutually agree otherwise.

#### SECTION 6.7 RULES, TIMELINES, DEFINITIONS

Unless otherwise specified, the time limits set forth on this Article, all calculated in calendar days, shall be deemed "of the essence" in all cases and shall be strictly enforced. However, the time limits set forth in this grievance procedure may be extended, modified or waived by the mutually executed written agreement of the parties. The failure of the Administration to respond to a grievance within the time limits specified herein shall enable the employee or the Union to advance the grievance to the next step, provided, however, that only the Union may appeal to Steps 3 and 4. Nothing in this section shall require the Union to advance the grievance and the Union may elect to await the timely responses from the College without prejudice to either party's rights to enforce the time limits set forth herein.

Further provided, however, failure of the employee or the Union to advance the grievance to the next step following the timely response by the College at any step will be deemed to be acceptance of the decision at that step and shall be a bar to any further grievance of the subject matter thereof. Service of grievances, decisions, answers or appeals may be accomplished by certified mail, facsimile or signed receipts for hand delivery. In those cases wherein the Union represents the Grievant, service upon the Union shall be deemed as sufficient service upon it and the Grievant. The grievance processing clock will not run during the winter and spring break periods. Whenever an action or filing is due on a day when the College's administrative offices are closed, that action or filing shall be due on the next day the College or Union representatives are specified, designated representatives for each may be utilized.

#### **ARTICLE VII – COMPENSATION**

Effective upon ratification by both Parties, each member shall be compensated (non-retroactive) at the following rates per clock hour:

Fiscal Year	Hourly Rate
FY 2012	\$27.00
FY 2013	\$27.85
FY 2014	\$28.65
FY 2015	\$29.25

The Board and Administration may at its option implement mandatory direct deposit.

## **ARTICLE VIII – NO STRIKE PROVISION**

During the term of the Agreement and in return for the terms and conditions set forth in the Agreement, neither the Union nor any bargaining unit member covered by this Agreement shall engage in any strike, including but not limited to the following: the union or any employee of the bargaining unit shall not engage in or in any way instigate, promote, sponsor or condone any strike, slow down, picketing, boycott or concerted stoppage of work or any other intentional interruption of the college including compliance with requests of any labor organization or chapter thereof, to engage in such activities during the employees scheduled work hours. Any employee covered by this agreement who violates the provisions of this article may be disciplined (up to and including discharge) by the Board. Such violation shall constitute cause for such discipline. Discipline for a violation of this Article shall not be grievable.

## ARTICLE IX – CONFORMITY TO LAW

This Agreement is subject to all applicable Federal, State or local laws and ordinances. If any provision of this Agreement is, or shall at any time, be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is, or shall at any time, be contrary to law, all other provisions of this Agreement shall continue in effect. If there is any conflict between the provisions of this Agreement and any affirmative action obligations imposed on the Board by a federal or state statute, the affirmative action obligations of such federal or state statute shall prevail. This Agreement is not intended to modify any of the discretionary authority or duties vested in the Board by the statutes and case law of the State of Illinois or the statutes and case law of the United States of America. No provision of this Agreement shall abrogate the statutory rights, duties and responsibilities of the Board.

# ARTICLE X – ENTIRETY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Subject to the requirements of impact bargaining, no other matter shall be subject to renegotiations unless mutually agreed upon between the parties and no amendments or other agreements shall be effective unless in writing and signed or initialed by both parties.

## ARTICLE XI – PRECEDENCE OF AGREEMENT

The Board and the Association acknowledge the Board's authority to promulgate such policies, rules and regulations as the Board, in its sole discretion, deems necessary or advisable. Such policies, rules and regulations shall control to the extent they are not in conflict with the express written terms of this Agreement or applicable federal, state or local laws and ordinances. If there is any conflict between the express written terms of this Agreement and written Board policies, rules or regulations which may, from time to time, be in effect, than the written terms of this Agreement shall take precedence and be controlling.

# **ARTICLE XII – WRITTEN NOTICE**

Any notice of contractual matters requiring Board action on this Agreement shall be by certified mail, return receipt requested, and shall be completed by and at the time of said mailing. Written notice may also be served by personal delivery of such notice. Proof of such service shall only be by production of a receipted copy of such notice indicating the date of receipt and bearing the signature of a person authorized to receive such notice.

Notice sent by the Board or the College to the Association shall be addressed as follows:

Triton College Mid-Management Association President\* Triton College 2000 Fifth Avenue River Grove, IL 60171

**\*NOTE:** The Mid-Management Union President shall serve as the representative of the Bargaining Unit, without additional release time or compensation from the College.

Notices sent by the Association to the Board or the College shall be addressed as follows:

The Board of Trustees <u>and the</u> Office of the President Triton College 2000 Fifth Avenue River Grove, IL 60171

Notice sent by the Board or the College to the bargaining unit member covered by this Agreement shall be addressed to the bargaining unit member at the address last listed in the records of the Office of Human Resources. Either party may, by like written notice, change the address to which such notice is to be given. Authorization to receive and sign for communication to the Board is limited to: the Chairman of the Board, the President, and the Coordinator for the President and Board of Trustees.

# **ARTICLE XIII – EFFECTIVE DATE AND DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification and execution of the document and shall continue in effect through June 30, 2015 at which time this agreement shall cease to exist.

This Agreement shall be effective as of July 1, 2016 through June 30, 2017, with no changes to the current contract.