

AGREEMENT BETWEEN BOARD OF TRUSTEES
ILLINOIS COMMUNITY COLLEGE DISTRICT No. 508
and
CITY COLLEGES CONTINGENT LABOR ORGANIZING COMMITTEE
IEA-NEA

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**AGREEMENT BETWEEN BOARD OF TRUSTEES
ILLINOIS COMMUNITY COLLEGE DISTRICT No. 508
and
CITY COLLEGES CONTINGENT LABOR ORGANIZING COMMITTEE
IEA-NEA**

THIS AGREEMENT is made this July 1, 2009 by and between the City Colleges Contingent Labor Organizing Committee, IEA-NEA, ("the Union" or "CCCLOC") and the Board of Trustees, Illinois Community College District No. 508 ("the Board").

I. MUTUAL PURPOSE AND RESPONSIBILITY

Both the Board and the Union enter into this Agreement with the mutually agreed upon purpose of raising the standards of instructional quality and to support students' achievement of the widest possible range of educational, career and personal goals.

To that end, the parties agree that, within the fiscal and legal constraints of a taxpayer supported public institution, it is a shared goal to improve the working conditions and economic well-being of part-time faculty members.

II. DEFINITIONS

For purposes of this agreement, the following terms shall be defined as follows:

- A. "Employee(s)", "part-time faculty", "part-time faculty member(s)" means any member of the bargaining unit, including part-time librarians, as defined by Article III below.
- B. "Union" means the City Colleges Contingent Labor Organizing Committee, IEA-NEA.
- C. "Bargaining unit" means that part-time faculty as set forth in Article III below.
- D. "Non-probationary part-time faculty member" means a member of the bargaining unit as defined in Article III below who has taught at least three credit hours per semester at a Board College for at least six (6) regular semesters of the prior eight (8) semesters. Prior semesters of consecutive teaching as a part-time faculty member for the Board, including the two (2) semesters of teaching required to achieve bargaining unit eligibility, shall count toward achieving non-probationary status.
- E. "Board," "the employer", "administration", "college", "district" mean the Board of Trustees of Illinois Community College District No. 508, one or more of its seven (7) colleges, affiliated and related entities, its trustees, officers, directors and/or its duly authorized administrative representatives.
- F. "District office" means the Board's central administrative offices and administrators.
- G. "Semester" or "regular academic semester" means the Spring or Fall term of the academic year and excludes summer terms.

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- H. "Academic year" means the fall semester and spring semester of a Board defined academic year.
- I. "Day" means "calendar day", and is defined as a Twenty-Four (24) hour period beginning at 12:00 a.m. and ending at 11:59:59 p.m.

III. RECOGNITION

A. Description of the Unit.

The Board hereby recognizes the Union as the sole and exclusive bargaining representative for a unit of employees as follows:

- All part-time librarians who complete work assignments in two (2) semesters and who begin a work assignment for the next semester.
- All part-time faculty (known as part-time credit lecturers), except retired full-time faculty teaching part-time, who have taught three (3) credit hours or more in two (2) semesters and who continue to teach three (3) credit hours or more per semester.

B. Maintenance of Inclusion Faculty.

Part-time Faculty Member: any part-time faculty member who qualifies for initial bargaining unit inclusion but who subsequently fails to meet the eligibility criteria set forth in Article III, Section A, shall remain a bargaining unit member subject to the terms and conditions of this Agreement for three (3) consecutive semesters. If the part-time faculty member does not teach at least three (3) credit hours for three (3) consecutive semesters, the part-time faculty member fails to meet the eligibility criteria, and the part-time faculty member ceases to be a member of the bargaining unit after the end of the third semester of failing to meet the eligibility criteria. However, if the member teaches in the fourth (4th) semester, he/she will maintain membership in the bargaining unit.

C. Maintenance of Inclusion (Part-Time Librarian).

Any part-time librarian who qualifies for initial bargaining unit inclusion but who subsequently fails to meet the eligibility criteria set forth in Article III, Section A, shall remain a bargaining unit member subject to the terms and conditions of this Agreement for three (3) consecutive semesters. If the part-time librarian does not have a work assignment for three (3) consecutive semesters, the part-time librarian ceases to be a member of the bargaining unit after the end of the third semester of failing to meet the eligibility criteria. However, if the member has a work assignment in the fourth (4th) semester, he/she will maintain membership in the bargaining unit.

D. Re-eligibility.

Any part-time faculty member or part-time librarian who is removed from the bargaining unit because s/he does not meet the eligibility criteria set forth in Article III, Section A, B or C,

will re-qualify for eligibility for inclusion in the unit only after satisfying the eligibility criteria set forth in Article III, Section A.

E. Semi-Annual Determination of the Unit.

The Board will determine unit membership each August and January based upon the criteria set forth in this Article and part-time faculty and part-time librarians will be included or excluded from the unit based upon the Board's determination effective with the Fall and Spring Semester registration. The Board will notify the Union of the unit determination at least fourteen (14) days prior the commencement of the Fall and Spring Semester each year.

IV. MANAGEMENT RIGHTS

The Board and the Union recognize that the Board generally exercises its powers, rights, authority and privileges through the Chancellor, College Presidents and administrative staff. Except as expressly and specifically provided otherwise by the terms of this Agreement, the Board reserves its inherent management rights and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities, including but not limited to, the rights:

- A. to manage, direct, control, supervise, evaluate, discipline and manage the District and the Colleges and its part-time faculty members;
- B. to determine and administer educational policy, including appropriate course offerings and scheduling;
- C. to determine class size, staffing and assignments;
- D. to determine the desired qualifications of faculty and other personnel;
- E. to operate the District and the College and direct the part-time faculty; and
- F. to otherwise retain all inherent managerial rights, authority, prerogatives and privileges which are exclusively invested in the Board or its officers under governing laws, ordinances, rules and regulations as set forth in the Constitutions and laws of the State of Illinois and of the United States and the Board's policies and rules.

V. UNION RIGHTS

A. College Representatives.

At each College, the Union shall have as its representative a committee of two or more Campus Coordinators, whose names shall be furnished to the College President. In provisions of the Agreement that require notice to or meeting with the Campus Coordinator, the Board shall be required to provide notice to or meet with one (1) Campus Coordinator, or someone else designated by the Union President, depending upon availability. The Union shall designate those Campus Coordinators and their availability.

B. No Reprisals.

No part-time faculty member shall suffer reprisals for participation in Union activities.

C. Union Office Space.

If space is available at the College, the College will provide the Union with an office to conduct official Union business, which shall be equipped with two desks, four chairs, two filing cabinets and two telephones. The Board shall provide an office at no fewer than four (4) colleges.

D. Meeting Space for the Union.

The College shall allow the Union to use meeting space at the College at no cost to the Union for the purpose of meeting with the bargaining unit, provided that space is available and the meeting will not disrupt the operations of the College. The Union and its representatives shall not use College supplies or materials in connection with the planning or holding of the meeting.

E. Union Bulletin Board.

The College shall provide a 16-square foot bulletin board for the Union for the purpose of posting Union notices and other material relating to Union activities or business. To the extent that departmental bulletin boards are available for other union postings, a College will provide the same privileges for the Union. Bulletin boards shall be identified with the name of the Union and only the Union's Campus Coordinator(s) may post or remove items from the bulletin boards.

F. Union Mailbox and Use of Inter- and Intra College/Departmental Mail Systems.

Each College shall provide a mailbox for the Union. The Union may use the Board's inter and intra-College mail systems to transmit official union business.

G. Union E-mail and Internet Use.

Current Board policy prohibits the use of Board or College e-mail systems and internet for union and other non-Board business. If that policy changes in the future, the Union will be afforded the same access to the Board or College e-mail systems as all other labor organizations representing Board employees. The Board will notify the Union of any change in policy.

H. Union Use of College reprographics Department.

Current Board policy prohibits the use of College or Board reprographics department resources, for union or other non-Board business. If that policy changes in the future, the Union will be afforded the same access to the Board or College reprographics resources as all other labor organizations representing Board employees. The Board will notify the Union of any change in policy.

I. Membership and Fair Share.

Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Union or pay a fair share fee to the Union equivalent to the

amount of dues uniformly required of members of the Union, including local, state and national dues. These dues or fair share fees shall be pro-rated and deducted from each part-time faculty member's bi-weekly paycheck.

1. *Notice of Membership Dues and Fair Share Fee Amounts.* The Union shall advise the Board of the Union's membership dues and fair share fees on an annual basis. Said notices shall be transmitted to the Board's Vice Chancellor for Human Resources and copied to the Board's General Counsel.
2. *Deduction of Membership Dues and Fair Share Fees from Bargaining Unit Membership Pay.* The Board shall deduct:
 - a. Membership dues upon the receipt of a signed membership enrollment form, which deduction shall be made in the pay period immediately following receipt of the enrollment form; or,
 - b. Fair Share fees, commencing with the pay period immediately following the expiration of thirty (30) days from the commencement of duties by the bargaining unit member or the effective date of this Agreement, whichever is later.
3. *Fair Share Fees for Religious Objectors.* The Union shall not retain a fair share fee from a bargaining unit member who objects to payment of the fair share fee on the basis of a bona fide religious tenet or teaching of church or religious body of which the part-time faculty member is a member or belief sincerely held with the strength of traditional religious views. Instead, upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Union policy and the rules and regulations of the Illinois Educational Labor Relations Board.
4. *Turn over of Deducted Membership Dues and Fair Share Fees to the Union.* Membership dues and fair share fees deducted from bargaining unit members pay shall be paid over to the Union no later than ten (10) days following their deduction.
5. *Union's Duty to Defend the Board.* In the event of any legal action against the Board brought in a court or administrative agency on account of the Board's compliance with this section, the Union shall defend the action on the Board's behalf at its own expense and cost and through its own counsel, provided that the Board:
 - a. provides prompt written notice to the Union, with a copy to the Illinois Education Association, that the action has been filed and permits the Union to intervene in the action if the Union so desires; and,
 - b. provides full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels

6. *Union's Duty to Indemnify and Hold the Board Harmless.* The Union agrees that in any action so defended, it will indemnify and hold the Board harmless from any liability for damages and costs imposed by a final judgment of court or administrative agency as a result of the Employer's compliance with the Article.

It is expressly understood that this hold harmless provision shall not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's negligent execution of the obligations imposed upon by it by this Article.

J. Labor Management Meetings.

The parties agree that it is mutually beneficial to encourage an open dialogue and sharing of information between Union representatives and the administration at both the College and District levels. To that end, the parties agree that labor-management meetings will promote such dialogue and sharing of information.

1. *College Labor Management Meetings.* At least once a semester the College President or designee(s) and other administration representatives selected by the President shall meet with the committee of Campus Coordinators at the College at a mutually convenient time and place for the purpose of sharing available information and addressing issues of mutual concerns.
2. *District Labor Management Meetings.* The Union executive committee may request labor management meetings with District administration to discuss issues with District-wide significance. Such meetings shall occur at least once a year, and more often if the parties agree that they are warranted. Requests for a District-wide labor management meeting shall be directed to the Chancellor and copied to the Board's General Counsel
3. *Union Information Requests.* The Board shall supply the Union with information requested by the Union consistent with its duties under the Illinois Educational Labor Relations Act and the Illinois Freedom of Information Act.

K. Notice of Board Meetings and Agendas.

The Union President or designee shall be notified of all regular and special Board meetings and be provided an agenda packet in advance of the meeting at the same time as agenda packets are transmitted to all other participants.

L. Seniority Lists.

In conjunction with the determination of the unit, the Board shall provide the Union a seniority list of the bargaining unit fourteen (14) days prior to the beginning of each regular semester, which list shall show the bargaining unit member's date of hire, position date, service date and all part-time faculty members whose seniority has broken since production of the last seniority list.

M. Current Assignment List.

Each semester the Board will forward to the Union on the tenth day of classes, a list of all part-time faculty members assigned to a class or librarian work as of that date. This list shall include college, locations, and course sections.

VI. WORKING CONDITIONS

A. Orientation.

Each College shall provide annually an orientation for part-time faculty members teaching at the College for the first time. Orientation shall include instructions on how to access the District-wide References and College and Departmental Information set forth in Sections B and C below. The orientation shall be scheduled in close proximity to the commencement of the Fall Semester. Members of the bargaining unit shall be invited to the orientation meeting regardless of whether or not they are teaching at the College for the first time. Attendance may be mandatory or voluntary as determined by the College. In instances where participation is mandatory, part-time faculty members shall be paid fifty (\$50.00) dollars or twenty-five (\$25.00) dollars per hour, whichever is greater, for attending. Department Chairs will be invited to attend the meeting. Campus Coordinators shall be afforded an opportunity to make informational presentations at the orientation or at an alternative meeting with members of the unit. Nothing in this section shall prohibit a College from providing substitute, additional or specialized orientations as it deems necessary. In addition to the annual orientation set forth above, in January of each year, a College's Dean of Instruction shall offer an orientation to new bargaining unit members who begin teaching in Spring Semester of any year.

B. District-wide References for Part-time Faculty Members.

As soon as practicable after the execution of this Agreement, the Board shall create a website that will include links to the following information pertinent to the part-time faculty member and to which part-time faculty members will have access, both remotely and while using their assigned offices:

1. The Board's Rules.
2. The Board's Employee Manual.
3. The Board's Operations Manual, including procedures for reimbursement for expenses.
4. The Board's Academic Policy Manual.
5. The Board's Student Policy Manual.
6. The Board's Equal Opportunity in Employment, Programs and Services Policy and procedures.
7. College web sites.

- 8. College part-time faculty handbooks.
- 9. Pertinent personnel and reimbursement forms, including lectureship assignment forms and expense reimbursement forms, with instructions for processing.
- 10. Information on the Center for Distance Learning, Business and Industry Services, Continuing Education and other Institutes.
- 11. This collective bargaining agreement.

Nothing provided herein shall preclude the Board from adding additional information and material that it deems pertinent and useful to part-time faculty.

C. College and Departmental Information for Part-time Faculty Members.

- 1. *Part-time faculty handbooks.* The College will distribute or make available to part-time faculty either a hard or electronic copy of the College's part-time faculty handbook. The Part-time faculty handbook will contain information pertinent to the College and the College's policies and procedures.
- 2. *Departmental Information.* In as close proximity to the commencement of the semester or term as possible, the Department will distribute or make available to part-time faculty members the following information, either by hard copy or electronically:
 - a. A departmental directory of all full-time and part-time faculty members and administrative, professional and clerical personnel working in the Department with telephone numbers and office numbers, if any.
 - b. Departmental policies and procedures with respect to textbooks, course syllabi, and other academic issues, if any.
 - c. Information regarding access to available instructional material, labs and other departmental resources.

D. Office Space, Telephones, Electronic Mail Accounts, Computer Equipment and Software.

- 1. Each College shall provide offices for all part-time faculty members, which may be shared with other staff or part-time faculty members, the location of which shall be based upon space availability to each College. Part-time faculty members assigned office space shall be provided a key to the space at the commencement of the semester which must be returned to the appropriate College representative in accordance with College policies and procedures.

2. Each office shall have a telephone, to accommodate usage anticipated by the College. Voice mail access is not guaranteed. Each office shall be equipped with a personal computer, software according to the District standard as determined by OIT and access to a printer.
3. Part-time faculty members shall be assigned electronic mail and other internet access accounts as necessary, and shall have access to the Board's internet and intranet consistent with the Board's policies.

E. Teaching Materials.

1. As of the date of the execution of this Agreement, each part-time faculty member who is teaching a course from the same textbook for the third time shall be given a copy of that textbook and of any related printed material such as a workbook or exercise book to keep. The Department Chair will be responsible for obtaining a complimentary copy unless the publisher will not provide one.
2. Thereafter, at the beginning of the third semester in which a part-time faculty member teaches a course from the same textbook, a copy of that textbook and of any related printed material such as a workbook or exercise books shall be given to him or to her to keep. The Department Chair will be responsible for obtaining a complimentary copy unless the publisher will not provide one.

VII. PART-TIME FACULTY RIGHTS

A. Academic Freedom.

Public institutions of higher education exist for the common good and not to further the individual interests of the institution or the part-time faculty member. The common good depends on the free search for truth and its free exposition.

Academic freedom is essential to these purposes and is fundamental for the protection of the rights of the faculty in teaching and of the student in learning. The parties recognize that the right of academic freedom is not unlimited and carries with it corresponding institutional and individual duties and responsibilities to the institution, colleagues, students and staff.

Academic freedom, within the discipline subject matter for which the part-time faculty members are employed, shall be guaranteed to all part-time faculty members. No arbitrary limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning human societies, the physical and biological worlds, and other branches of disciplines, fields of study or intellectual endeavors.

Subject to departmental and College policies and procedures, part-time faculty members shall be free to present instructional materials, including, where practicable and with the permission of the Department Chair, textbooks, which are pertinent to the subject and level taught in their courses. Part-time faculty members shall be expected to present facets of

controversial issues in an unbiased manner within the scope of the College approved course objectives and discipline guidelines.

The part-time faculty member is a citizen and a member of a learned profession. When the part-time faculty member speaks, writes or acts as an individual citizen on matters of public concern, the part-time faculty member should be free from institutional censorship and/or discipline; however, in the execution of the part-time faculty member's college duties and responsibilities and as a responsible member of the community, the part-time faculty member will be accurate, exercise appropriate restraint, show respect for the opinions of others, and indicate that the part-time faculty member is not speaking on behalf of the institution.

B. Participation in Committees and Departmental Meetings.

The Board agrees that it is desirable that part-time faculty members participate in College committees, district-wide committees and departmental meetings.

1. *District and College Committee Meetings.* The Board agrees that it will invite participation of part-time faculty members on all College Committees formed by the Colleges for faculty or other employee participation or by the District and invite part-time faculty to participate in departmental meetings to the extent provided herein. Part-time faculty will be excluded from such committees only to the extent that they are precluded from participation by contract, organizational by-laws, or statute. The Board will amend its Policy and Procedures for the Selection of a College President (Board Resolution No. 17162, Adopted May 6, 1993) to include as voting members two (2) part-time faculty members to be chosen by the part-time faculty of the College. The College or District shall notify the Union of part-time faculty selected to serve on committees.
2. *Departmental Meetings.* Part-time faculty members shall be invited to participate in scheduled faculty meetings in their academic departments at the colleges except for meetings exclusively relating to personnel issues. Notice shall be given in the same manner as it is for full-time faculty members.

C. Non-discrimination.

In accordance with governing law, the Board and the Union shall not unlawfully discriminate against any part-time faculty members or applicant for Board employment or for union membership on account of their race, color, creed, religion, national or ethnic origin, gender, disability or handicap, age, marital status, sexual orientation or other characteristic protected by law or membership or participation in, or association with the lawful activities of any organization.

D. Freedom from Harassment & Hostile Work Environment.

Consistent with applicable law, the Board and the Union agree that part-time faculty members are entitled to a non-hostile work environment where they shall be free from unlawful harassment based upon characteristics protected by law or their association with their lawful activities with any organization.

E. Union Representation.

Subject to applicable law, the part-time faculty member shall have the right to assistance from a duly authorized Union representative at grievance meetings, investigatory meetings that may lead to discipline or termination, and at disciplinary meetings.

F. Personnel Files.

1. *Official file.* Subject to applicable law, there shall be one (1) official personnel file per part-time faculty member per College which shall be maintained at the College(s) at which the part-time faculty member is teaching. Nothing set forth herein shall preclude the District Office from maintaining personnel files in addition to the files maintained at the Colleges. It is the Board's intention to maintain accurate and relevant personnel files. The parties acknowledge that the College and the Board maintain, where appropriate, separate files that may pertain to the part-time faculty members, including but not limited to, confidential files concerning medical information, investigations, including equal opportunity investigations, student complaints and grievances with respect to grades, discipline, and other student issues, criminal history verification and pre- and post-employment drug testing. The parties also acknowledge that the Board maintains electronic databases with respect to personnel histories and class assignments. For purposes of disciplinary action and evaluation, only the contents of the College(s) personnel file may be used against the employees.
2. *Confidentiality of Personnel Files.* Subject to governing law including, but not limited to, the laws with respect to freedom of information and subject to compliance with administrative, legislative and court orders and subpoenas, part-time faculty members' personnel files will not be disclosed to third parties except upon the express written consent of the part-time faculty member. For purposes of this section, "third parties" means everyone except the part-time faculty member, his/her representative as duly authorized in writing, a duly authorized Union representative and Board trustees, officers, administrators and human resources personnel.
3. *Addition of Negative Material.* A part-time faculty member shall receive a copy of any negative material that is placed in the personnel file as expeditiously as possible with its submission to the personnel file but not later than twenty-one (21) days. The part-time faculty member may rebut any such material by submitting a rebuttal memorandum within thirty (30) days of the faculty member's receipt of the negative material. The rebuttal submitted shall become part of the part-time faculty members' personnel file.
4. *Addition of Material by the Part-time faculty member.* Part-time faculty members may submit relevant material to be placed in his/her file by the Administration. For purposes of this section "relevant material" means material relevant to the part-time faculty member's credentials, work and professional histories and personnel histories. The Administration shall place material submitted by the part-time faculty member in his/her personnel file within fourteen (14) days of receipt. Complete and up-to-date copies of the transcripts and records of certifications, licensures and professional development activities or other qualifications of the part-time faculty member shall be maintained in this file as the documents have been provided by the part-time faculty member to the college's human resources department.

5. *Right of Access to Personnel File.* The part-time faculty member shall have the right to access to all material in his/her personnel file as follows:
 - a. A part-time faculty member may request an appointment(s) for the purpose of inspecting his/her personnel file. Such appointment(s) shall be scheduled during the college's human resources department's normal business hours within seven (7) days or at such later date that is mutually convenient to the administration and the part-time faculty member. The part-time faculty member shall have the right to allow a representative of the part-time faculty members choosing accompany him/her upon presentation of written consent in accordance with the provisions of the Illinois Access to Personnel Records Act.
 - b. When making the file inspection appointment, a member may request at that time that a copy of his/her file be prepared in advance for him/her to take at the conclusion of the appointment. The member must schedule such an appointment seven (7) days in advance and may not schedule the appointment during the two weeks preceding the first day of class, except where a grievance or pre-disciplinary conference has been scheduled. Subsequent to the appointment the college shall provide a copy of all requested materials within (10) ten days if the member did not request that the file be prepared in advance.
 - c. If, after examination of the personnel file, a part-time faculty member believes that any portion of the personnel file is not accurate, s/he may request in writing that the College correct and/or delete material from the file. Nothing in this section will require the College to agree to such a request and the College's decision to deny such a request shall not be subject to the grievance procedure.
6. *Intellectual Property.*
 - a. The ownership of any materials, processes or inventions developed solely by a part-time faculty member's individual effort, time and expense, shall vest in the part-time faculty member and be copyrighted or patented, if at all, in his/her name.
 5. The ownership of materials, processes or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in its name.
 6. In those instances where materials, processes or inventions are produced by a part-time faculty member with College support by way of use of significant personnel time, facilities or other College resources, the ownership of the materials, processes or inventions shall vest in, and be copyrighted, if at all, by the person/institution designated by written agreement between the parties.
 7. In all instances the part-time faculty member shall have the right to consult with representatives of the Union or legal counsel of his/her own choosing.

8. The part-time faculty member shall receive a copy of all intellectual property agreements between the part-time faculty member and the College.

VIII. JOB SECURITY

A. Termination of Employment.

Termination of a part-time faculty member is the severance of the employment relationship between the Board and the part-time faculty member and is distinguished from periods of non-assignment without termination. Part-time faculty who are terminated may be re-employed, and assigned to teach, only upon successful re-application and re-qualification for Board employment, which are matters left to the sole discretion of the Board. A part-time faculty member's employment shall terminate upon the occurrence of one the following:

1. A probationary or non-probationary part-time faculty members' voluntary resignation;
2. The decision of the administration to terminate a probationary part-time faculty member, which shall be designated as a not for cause termination and shall not be subject to the grievance and arbitration provisions of this Agreement;
3. The expiration of a period of twelve (12) months during which a probationary or non-probationary part-time faculty member has not been assigned to teach provided however that seniority shall not be broken until the part-time faculty member has not been assigned to teach for a period of two (2) consecutive calendar years in accordance with Article VIII, Section D; and
4. The Board's decision to terminate a non-probationary part-time faculty member for just cause in accordance with the provisions of Article VIII, Section C below.

B. Part-time Faculty Evaluations.

The Board and the Union shall form a committee consisting of eight (8) members, which shall include four (4) representatives designated by the Union and four representatives designated by the Board, at least two of whom shall be evaluators and two (2) shall be administrators to study and make recommendations shall include:

1. recommended frequency of evaluation of part-time faculty members;
2. a recommended evaluation instrument, including the elements of the evaluation;
3. a recommended post-evaluation process; and
4. a recommended evaluation instrument by which students will evaluate the performance of part-time faculty.

The committee's recommendations shall be approved, approved with modifications or disapproved by the Chancellor. The committee shall begin and complete its work during the academic semester immediately following the ratification of this agreement by all parties.

C. Discipline and Termination for Just Cause.

Non-probationary part-time faculty members shall be disciplined or terminated by the Board for just cause in accordance with the following provisions:

1. *Types of discipline.* The Board may impose the following types of discipline upon part-time faculty members:
 - a. Oral (verbal) reprimands or warnings;
 - b. Written reprimands or warnings;
 - c. Suspension without pay; and
 - d. Termination of employment.
2. *Progressive Discipline.* The Board endorses the concept of corrective, progressive discipline. Progressive discipline does not preclude the Board from disciplining an employee in a manner commensurate with the infraction consistent with principles of just cause.
3. *Disciplinary Procedures.* Except in cases of oral (verbal) reprimands or warnings, the Board will follow the procedures set forth in Board Rules 3.20 with respect to disciplinary procedures for employees covered by collective bargaining agreement with just cause provisions.
4. *No Guarantee of Assignment.* Nothing in this section (Article VIII, Section C-Discipline and Termination for Just Cause) is intended to or shall be construed as a guarantee to non-probationary part-time faculty members of a teaching assignment or of continuing teaching assignments.

D. Seniority.

Seniority shall be defined as the number of years or fraction thereof in which a part-time faculty member has been assigned to teach college credit courses or librarian work at any College without a break in seniority. Seniority shall break after a part-time faculty member has not been assigned to a college credit course or librarian work after two (2) consecutive calendar years. If two or more part-time faculty members have equal seniority, the tie shall be resolved by the drawing of numbered lots.

E. Workloads and Assignments.

1. *Maximum Contact Hours.* Probationary and Non-probationary Part-time faculty members may be assigned to teach up to four (4) courses or twelve (12) contact hours, whichever is less, per regular academic semester.

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Part-time faculty teaching Composition may be assigned to teach no more than three (3) courses or eleven (11) contact hours, whichever is less, per regular academic semester.

Part-time faculty may be assigned to teach up to two (2) courses or ten (10) contact hours, whichever is less, during the summer term. The foregoing workloads are exclusive of intermittent substitute assignments.

Part-time librarians may be assigned to work up to twenty-nine (29) hours per week.

2. *Assignment of Part-time faculty to teach Course Sections*

- a. Request for Contingent Assignment/Availability Form. On or before October 1st of each year, part-time faculty members shall complete and submit a Request for Contingent Assignment/Availability Form to the Dean of Instruction which shall indicate their commitment to an assignment during the following Spring Semester and shall indicate the disciplines or course sections in which the college has qualified them to teach, the days and times on which they are available to teach, the college(s) at which they are available to teach, and reliable contact information. On or before February 15th of each year, part-time faculty members shall complete and submit Requests for Contingent Assignment/Availability Form to their Dean of Instruction which shall indicate their commitment to teach during the following Summer Term and Fall Semester and shall indicate the disciplines or course sections in which the college has qualified them to teach, the days and times on which they are available to teach, the college(s) at which they are available to teach, and reliable contact information. The Request for a Contingent Assignment/Availability Form is attached hereto as Appendix A.
- b. Time for Contingent Assignments/Lectureship Assignment Form. The College shall distribute contingent assignments for the following academic semester or term to part-time faculty members no later than twenty (20) days prior to the end of each academic semester on the contingent lectureship assignment form attached hereto as Appendix B.
- c. Order of Contingent Assignment Offers for Regular Academic Semesters. After assignment of full-time faculty, a College shall attempt to make contingent assignments with a credit hour load sufficient, to maintain membership in the bargaining unit to the part-time faculty members who are fully qualified, who have had a continuing history of successful performance at a College and who are available to teach at times that are consistent with the College's scheduling needs. In furtherance of the forgoing:
 - i. Among available part-time faculty subject to his Agreement, retired full-time faculty and new part-time faculty hires who have submitted Requests for Contingent Assignments to a college department; a college shall make offers of assignment to part-time faculty members who have requested assignments and who are qualified to teach available course sections and are available to teach at the times the course selections are offered before offering assignments to 1)

retired full-time faculty with equal or lesser qualifications to teach; or 2) new part-time faculty hires with equal or lesser qualifications to teach. Criteria that the college will rely on in determining relative qualifications to teach shall include: academic credentials, including professional scholarship, training, demonstrated teaching effectiveness, prior teaching experience in the subject matter, work experience, work experience as related to current technology, pedagogical techniques, and institutional needs for specialization. Qualification determinations under this section shall not be subject to the grievance arbitration provisions of this Agreement except that a part-time faculty member may grieve a qualification determination up to Step 2 only of the grievance procedure if the part-time faculty member's assignment load is reduced from the prior semester as a result of a qualification determination. Grievances under this section shall be heard at step 2 of the grievance procedure and responded to on an expedited basis so as to resolve the issue before the commencement of the disputed assignment. The Step 2 disposition shall be final and may not be referred to arbitration.

ii. Among available qualified part-time faculty members who are subject to this Agreement and have submitted a Request for a Contingent Assignment to a College Department(s), the College shall make offers of contingent assignment to available qualified part-time faculty members in the bargaining unit who have been assigned at the College previously in order of seniority, with the most senior receiving the first available course assignment for which he/she is available to teach. Then the College shall offer an assignment to available qualified part-time faculty who are subject to this Agreement and who have not been assigned at the College previously in order of seniority.

iii. A College will not deny an assignment to a part-time faculty member based on lack of teaching effectiveness unless the part-time faculty member has been the subject of a classroom evaluation that supports that conclusion.

iv. Part-time faculty who are made contingent offers of assignment shall have a period of two (2) days, if possible, to accept a contingent assignment to a class during which time the class will not be offered to any other part-time faculty member. It may not be possible to provide the two (2) day notice period if the first class is 14 fourteen or fewer days. Part-time faculty members who reject an offer of a contingent assignment made in accordance with their Request for Contingent Assignment/Availability form forfeit their place in the order of assignment set forth in this section.

d. Order of Assignment of Part-time Faculty Members for the Summer Terms. After full-time faculty summer assignments are made, assignment of part-time faculty to teach summer course sections shall be in accordance with paragraph c above except that qualified part-time faculty members who submitted a Contingent Assignment Request for the Spring academic semester but who could not be assigned and who seek an assignment at a College during the following summer for which there are available course sections shall be offered the first available contingent assignment for which they are qualified regardless of their seniority.

- e. Listing of Contingently Assigned Part-time Faculty Members in Final Course Schedules. Colleges shall list part-time faculty members who have been contingently assigned to teach a course section in the final course schedule to the extent that it is practicable to do so. In so doing, the College does not guarantee the assignment to the part-time faculty member.
- f. Cancellation of Contingent Assignments. Colleges shall advise part-time faculty members if their contingent assignments are cancelled as soon as possible. In the event that a part-time faculty member's contingent assignment is cancelled, the College shall work with the part-time faculty member in a good faith attempt to find another available assignment at the College or at another College. For purposes of this section, a good faith attempt shall mean that the Department Chair shall notify the Department Chairs and/or Deans of Instruction at other Colleges that a part-time faculty member has been displaced and request all that consideration for an assignment be given to the displaced faculty member.
- g. Time that Contingent Assignments Become Irrevocable. Contingent Assignments shall become irrevocable after the 1st class meeting.
- h. Unassigned Part-time Faculty. For purposes of making assignments, part-time faculty who are unassigned, but who retain seniority, as defined in Article VIII, Section D, shall have the same rights to request an assignment and to be assigned to available work, in the same manner as if they had been continuously assigned.

F. Assignment of Part-time Faculty Members to Substitute Teach.

Part-time faculty members may be assigned to teach as substitutes in course sections that the college has deemed them qualified to teach provided that there are no full-time faculty members whom the College has deemed qualified to teach the course section who are interested in the substitute assignment. Each semester, part-time faculty members shall submit to the Department Chair and Substitute Availability Form, which shall indicate their willingness and availability to act as a substitute and a reliable means to contact the part-time faculty member on short notice. All part-time faculty submitting an Availability Form shall be placed on a substitution list. To every extent possible, the Department Chair shall go through the list in turn without repeating when assigning substitutes. Part-time faculty shall be preferred over retired full-time faculty when substitutes are selected. Part-time faculty will only lose their turn on the substitute availability list once they have been assigned.

G. Full-Time Job Opportunities.

The Board's Office of Human Resources shall transmit copies of all full-time faculty job opportunity postings to the President of the Union. The Board shall post all such notices on the District web site and at each college human resources office. Part-time faculty members who meet the minimum qualifications for the full-time faculty position are encouraged to apply. For each vacancy, departmental hiring committees charged with screening applications, interviewing qualified applicants, and recommending for hire full-time candidates to the college administration shall interview at minimum two (2) part-time faculty

members who have applied and who meet the minimum qualifications for hire. The departmental hiring committees shall recommend that the college administration consider and interview at minimum one (1) part-time faculty member who has applied and who meets the minimum qualifications for hire.

IX. GRIEVANCE AND ARBITRATION PROCEDURE

A grievance is a complaint by one or more part-time faculty member(s) that an express provision of this collective bargaining agreement has been violated. The Union and the Board encourage the prompt and informal resolution of part-time faculty grievances as they arise with the Dean of Instruction or other responsible administration official at the College. In the event that informal resolution is not possible, and with the understanding that amicable resolution of grievances is preferred at all steps of the grievance procedure, the following grievance adjustment and arbitration procedure shall apply.

A. Step 1 – College Level.

A grievance must be filed in writing by either a part-time faculty member or the Union on his/her behalf with the College President or his/her designee at the College where the grievance arose, not later than forty-five (45) days following the date on which the part-time faculty member know or should have known of the alleged violation of the agreement. Upon receipt of a written grievance from a part-time faculty member, the College President or designee shall notify the Union’s Campus Coordinator and provide him/her a copy of the grievance. The College President or designee shall promptly confer with the Union’s Campus Coordinator(s) to determine whether a meeting would assist in the adjustment of the grievance and, if so, schedule a meeting. If either the Campus Coordinator(s) or the College President believes that a meeting would be helpful, the College President shall schedule a meeting. If no meeting is scheduled, the College President or designee shall respond to the grievance by granting or denying it, in whole or part, within fourteen (14) days of the College President’s receipt of the grievance.

B. Step 2 – Appeal to the Chancellor.

1. *Time for Appeal.* If the grieving part-time faculty member or the Union is dissatisfied with the College President’s response to the grievance, the Union or the part-time faculty member may appeal the College President’s response to the Chancellor within fourteen (14) days of delivery of the College President’s response.
2. *Pending at Step 2.* At the time of the appeal, the Union may request that the Step 2 process be held in abeyance (“pended”) for a period not to exceed thirty (30) days (“the pended period”) to enable the Union to investigate the grievance. All time limits shall cease to run during the pended period. If, upon the expiration of thirty (30) days, the Union has not proceeded with the grievance, the grievance will be deemed withdrawn unless the parties mutually agree to an extension of the timelines.
3. *Step 2 Meeting.* Within thirty (30) days of receipt of the Union or part-time faculty member’s appeal to Step 2, the Chancellor or his designee will schedule a meeting to

discuss the grievance with the Union, the part-time faculty member and relevant College administrators.

4. **Disposition.** Within thirty (30) days of that meeting, the Chancellor or designee will grant or deny the grievance, in whole or in part, in writing. A copy of the disposition will be sent to the Union or, in cases in which the grievance has been appealed to Step II by the part-time faculty member, to the part-time faculty member.

C. Step 3 – Binding Arbitration.

1. *Time and Manner for Appeal to Arbitration.* If the Union is not satisfied with the Chancellor's disposition of the grievance at Step 2, the Union may refer the grievance to binding grievance arbitration within thirty (30) days of its receipt of the Chancellor's Step 2 decision by serving a request for a panel of seven (7) arbitrators upon the Board's General Counsel and the Federal Mediation and Conciliation Service ("FMCS").
2. *Selection of the Arbitrator.* The Union and the Board shall attempt to agree upon an arbitrator from the panel(s) provided by FMCS or shall alternately strike names from the panel. The parties shall alternate who strikes first from grievance to grievance. The agreed upon arbitrator or the last name on the panel after names are struck shall be selected as arbitrator. If the parties are not able to agree on an arbitrator from the first FMCS list, a second panel shall be requested.
3. *Time for Hearing by the Arbitrator.* The parties shall request that the arbitrator hold a hearing within twenty (20) days of the notice of selection.
4. *Transcription of the Arbitration Hearing.* Either party or the arbitrator may request that the proceedings before the arbitrator be transcribed by a certified shorthand or court reporter. In the event a hearing is transcribed and written transcription is ordered for the arbitrator, the party initially requesting and paying for the written transcription shall make the transcription available for review by the other party. If the parties mutually agree that transcription is desirable the parties shall share the costs of transcription equally.
5. *Limitations on the Arbitrator's Authority.* The arbitrator shall have authority only to apply and interpret the express terms of this Agreement to the facts of the grievance submitted to him/her. The arbitrator shall have no authority to add to, subtract from or modify an express term of this Agreement or to render an award in violation of public policies.
6. *Time for the arbitrator's decision.* The arbitrator shall issue a decision on the grievance not later than thirty (30) days from the date of the closing of the hearings, or, if an oral hearing has been waived or supplemented, then from the date of the transmission of final proofs to the arbitrator.

7. *Final and binding decision.* The arbitrator's decision shall be final and binding upon the parties.
8. *Arbitrator's Fees and Expenses.* The arbitrator's fees and expenses shall be borne equally by the Board and the Union.

D. Advance Step Grievance Filing.

In cases in which the part-time faculty member's grievances arises as result of District-wide policy, practice or rule, the Union or the part-time faculty member may initiate the grievance at Step 2 – District Level.

E. Failure to Meet Time Limits.

1. The time limits set forth in this Article shall be deemed to be "of the essence" and shall be strictly enforced.
2. If the Administration fails to respond to a grievance within the time limits set forth in this section, the Union or the grieving faculty member may refer the grievance to the next step of the procedure however that only the Union may appeal and refer to a grievance to Step 3 – Binding Arbitration. Nothing in this section shall require the Union to advance the grievance and the Union may elect to await responses from the Board at each step without prejudice to its or the Board's rights to enforce the time limits set forth herein.
3. Time limits set forth in the grievance arbitration provision may be extended and/or waived by written agreement of the Union and Board.
4. Wherever written grievances, answers or appeals are required by the grievance procedure to be served upon the College President, the Chancellor or the Union, certified mail, facsimile or signed receipts for hand-delivery shall meet those service requirements.

F. Grievance Time.

The Board will grant the Union a total of twenty-five (25) contact hours, in any academic year, to be distributed by the Union to its designees for the purpose of handling grievances and other union related activities. The grievance time is payable in ½ contact hour increments. The rate of pay for grievance time shall be at the Step 1, lane 1 rate of pay contained in the schedule set forth in Appendix C.

The Union shall inform the Board's Director of Human Resources of the names of those part-time faculty members designated for grievance time, no later than thirty (30) days preceding the conclusion of the semester during which the time is to be made available.

X. PART-TIME FACULTY COMPENSATION

A. Contact Hour Rates.

1. *Contact Hour Rates and Effective Dates.* Effective at the beginning of the Fall Semester 2009, part-time faculty subject to this Agreement shall be placed on the contact hour rate schedule (Appendix C) based upon their educational qualifications and their seniority as defined by Article VIII, Section D.

2. *Lane Placement.* The educational qualification for lane placement on the contact hour rate schedule according to which part-time faculty members are to be paid are as follows:
 - a. *Lane 1* - Degree of Masters of Arts or Masters of Science, or its equivalent as determined by management, from an accredited institution in the field or discipline in which the part-time faculty member is teaching.

 - b. *Lane 2* - Degree of Masters of Arts or Masters of Science, or its equivalent as determined by management, from an accredited institution in the field or discipline in which the part-time faculty member is teaching plus thirty (30) additional post-graduate credit hours in the field or discipline in which the part-time faculty member is teaching.

 - c. *Lane 3* Doctor of Philosophy Degree, or its equivalent as determined by management, from an accredited institution in the field or discipline in which the part-time faculty member is teaching. For purposes of this section a part-time faculty member with an MD, DDS, or JD, who is assigned to teach course sections related to their professional degree, shall be placed in Lane 3 for that course section.

 - d. *Special Cases - Meeting Market Demand* - Consistent with Board policy reflected in the July 7, 2000 memorandum which is attached hereto and incorporated herein as Appendix D, the Board may place part-time faculty members in Lane 3, even if the part-time faculty member does not have a Doctor of Philosophy in his/her discipline, in disciplines in which there is a shortage of qualified part-time faculty candidates in the local labor pool. The Board may change the fields subject to the policy after consultation with the Union. The Board will consider the Union's suggestions for additional subject areas to be designated as areas in which there are teacher shortages. Part-time faculty members initially placed in Lane 3 and who are placed in Lane 3 at the effective date of this Agreement or at any time thereafter pursuant to this policy shall continue to be placed in Lane 3.

 - e. *Other* In cases where the Board accepts less than a graduate level degree to qualify to teach, the part-time faculty member will be placed in Lane 1.

f. *Alternative credits for lane advancement*

- i. Fellowships. Upon completion of work, research, study or writing under a grant, scholarship or fellowship from a foundation such as the Fulbright Commission, Guggenheim Foundation, Rockefeller Foundation, Rhodes Scholarship, Ford Foundation, Carnegie Foundation, National Endowments for the Arts, Sciences, or Humanities, a part-time faculty member shall receive credit toward lane advancement as follows:
 - a. One summer of work under the auspices of said foundations shall be the equivalent of ten (10) graduate hours.
 - b. One regular academic semester of work under the auspices of said foundations shall be the equivalent of fifteen (15) graduate hours.
 - c. One year of work under the auspices of said foundations shall be the equivalent of thirty (30) graduate hours.
- d. Publications/Significant Professional Work. Upon recommendation of the part-time faculty member's Department Chair, College Administration, and the approval of Vice Chancellor for Academic Affairs and the Chancellor, the following work by part-time faculty member, if relevant to his/her teaching discipline, may be considered the equivalent of up to thirty (30) graduate credit hours for lane advancement purposes.
 - a. Publication of a book or book editing for a recognized university or commercial press (excluding self-published works or vanity press publications) including textbooks, non-fiction (such as histories, biographies, works of criticism and analysis), fiction and poetry;
 - b. Publication of original scholarly articles in professional journals;
 - c. Major original musical compositions;
 - d. Major presentations at recognized professional conferences;
 - e. Major art showings at reputable galleries (as opposed to "vanity galleries") of painting, sculpture, photography and

other generally recognized art forms;

- f. Performance art of major significance, such as music, theater, dance, whether performed solo or ensemble; and
- g. Significant theater production work including direction, design and staging.

B. Over Enrollment Pay.

No College shall make distinctions between full-time and part-time maximum size. Part-time faculty who are assigned to teach classes with students that exceed the established maximum number of students shall be paid over-enrollment pay. All extra pay for over-enrolled courses will be calculated based upon actual documented enrollments as of the midterm of the course.

Part-time faculty members will submit claims to the Vice President for approval by mid-term date.

Claims submitted after the submission of mid-term grades will not be eligible for reimbursement. Claims must be accompanied by clearly reproduced copies of class rosters for each over-enrolled class. If the instructor wishes to claim a student who is NSW according to the Academic Policy Manual, the instructor should make a notation of the claim that the student notified him/her of intention to continue or that the student has since been reinstated. Over-enrollment pay shall be paid to part-time faculty members during the semester in which it has been earned, documented and approved. Class size limitations are as follows:

Courses	Day Maximum	Evening Maximum (Classes beginning at 6:00 p.m. or later)
Courses numbered below 101 in English, Speech and Reading	25 Students	29 Students
Composition and other writing classes in English and Speech classes	25 Students	29 Students
All other classes except Physical Education and Laboratory classes	35 Students	39 Students

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Part-time faculty members who are assigned to teach classes with a number of students that exceeds established maximum class sizes by mid-term of the semester shall receive over enrollment pay on a per capita basis, which is to be determined on as follows:

Total Salary x “overage” x Contact Hrs for class

Total Contact Hours Contract Limit

For example, a part-time faculty member who teaches two (2) English classes one semester for \$1600 and has two (2) students over the contract limit would receive the following payment.

$$\frac{\$1600 \times 2}{6} \times \frac{3}{25} = \$64.00$$

C. Pay Periods, Time for Payment, and Paycheck Information.

- 4. *Payroll periods.* Part-time faculty members’ payroll periods shall be every two weeks. Payroll periods shall commence every other Sunday and end on the second Saturday following the commencement of the payroll period. If the Board seeks to change payroll periods, it shall bargain over the decision as well as the impact and effects of the decision.
- 5. *Paycheck issuance.* Paychecks shall be issued to part-time faculty members on the Friday immediately before the end of the payroll period or the applicable payroll period if payroll periods are modified by the Board in accordance with the provisions of Article X, Section C, Subsection 1. Payroll checks are contingent upon the part-time faculty member’s timely submission of certificates of attendance to the Department Chair.
- 6. *Timely payment.* The part-time faculty member shall be paid for all services performed during the applicable payroll period in a timely way, and in the case of the beginning of the semester, by the second pay period. Any part-time faculty member who does not receive his/her payroll check at the end of the applicable payroll period in which s/he has performed services shall be issued an off-cycle check, within two (2) business days after the district office payroll administration is notified of the failure to issue a check.

D. State University Retirement System (“SURS”) Service Credits.

The Board will accurately report part-time faculty members’ effective dates of employment to the State University Retirement System so that SURS may accurately calculate service credits.

E. Expense Reimbursement.

Part-time faculty members shall be reimbursed for approved expenses in accordance with District and College policies. The parties recognize that expenses are reimbursed not as income and are reimbursed either through petty cash reimbursements through accounts

payable expense checks. The parties recognize that the part-time faculty members have an obligation to seek approval of any expenses before expending personal funds. Within a given Department, materials reimbursable per course for full-time faculty shall be equally reimbursable for part-time faculty.

F. Center for Distance Learning (“CDL”) Course Development.

Compensation and Revisions fees for the creation of CDL courses shall be as provided in the Compensation Section of CDL Manual, as now or as hereafter amended.

G. Compensation for Extra Duties.

In instances where part-time faculty members are required to perform extra duties, they will be paid for them at a rate of twenty-five (\$25.00) dollars per hour. Examples of extra duty assignments include: in-service presentations, departmental meetings, college-wide meetings and such assignments required for continued employment as they arise. Extra duty assignments do not include training necessary for Center for Distance Learning assignments.

H. Cancellation and/or Course Development Fees.

1. *Cancellation Fees.* If within five (5) days or fewer before the scheduled day of classes in a regular academic semester, a part-time faculty member’s contingent assignment is cancelled, the part-time faculty member shall be paid a cancellation stipend of two hundred (\$200) dollars. If the Bargaining Unit member is successfully reassigned to an equivalent assignment the cancellation fee will be waived.
2. *New Course Development Fees.* A part-time faculty member who, at the request of a College or the District Office, develops a new course with the anticipation of being assigned to teach that course, but who is not assigned to teach that course because of class cancellation, shall be paid a one-time new course development fee of four hundred (\$400.00) dollars.
3. *No pyramiding of cancellation and course development fees.* No part-time faculty member shall be entitled to both a course cancellation fee and a course development fee for the same course section. If a newly developed course is cancelled and falls within the requirements of Article X Section H Subsection 1, the part-time faculty will be entitled to whichever is greater.

XI. PART-TIME FACULTY BENEFITS

A. Tax Deferred Savings.

The District shall make a tax sheltered annuity 403(b) plan available for participation by part-time faculty members.

B. Paid Excused Absence.

Part-time faculty with two (2) years of seniority as defined by Article VIII, Section D, shall be allowed to be absent one (1) day per academic semester without loss of pay.

C. Jury Duty.

An employee summoned for jury duty will be paid for those hours, less the jury duty compensation, if the employee is unable to work by reason of this service if:

1. The employee presents the original jury summons to the Department Chair/Dean within ten (10) days of receipt to enable scheduling substitute teachers.
2. The employee gives the Department Chair/Dean the lesson plans for the class hours in questions to permit continuity of instruction.
3. The employee provides proof of the jury duty compensation with the certification of attendance.

D. Tuition Waiver.

After three (3) consecutive semesters of assignment from a part-time faculty member's date of hire, a part-time faculty member shall be eligible to receive an annual tuition waiver for two (2) College credit courses for which the Board receives credit hour reimbursement from the Illinois Community College Board. The Board will waive the costs of tuition for the two (2) College credit course (as defined above) each year by the employee or a legal dependent of the employee while the employee is actively working for the Board or in the semester or term immediately following the part-time faculty member's assignment.

E. Military Leave.

Part-time faculty shall have rights to military leave in accordance with federal law.

F. Professional Development.

1. *Academic Discipline Meetings.* Assigned part-time faculty members shall be invited to attend College or District academic discipline meetings in the academic discipline in which they are assigned to teach. Academic discipline meetings shall be held at least once per academic year. Part-time faculty members who attend such meetings shall be paid a stipend of fifty (\$50.00) dollars per meeting.
2. *Professional Development Activities.* Each academic semester, each College or Department shall publish a list of professional development activities sponsored by the College each academic semester. A copy of the professional development activities list

shall be provided to the Union. Professional development activities shall be advertised to assigned part-time faculty members shall not be paid for attendance at the professional development activity unless they are mandated to attend, in which case they shall be paid a stipend of fifty (\$50.00) dollars.

3. *Other Professional Development.* Plans for professional development activities may be discussed at meetings between the College and the Union or at meetings between the District and the Union to be held in accordance with Article V, Section J.

G. Dependent Care Flexible Spending Accounts. Part-time faculty members shall be permitted to participate in the Board's dependent care flexible spending plan.

H. Medical Insurance. Part-time faculty members shall be permitted to participate in the Board's Group Health Maintenance Organization plan offered to full-time faculty at the part-time faculty member's sole expense and at rates charged to the Board by the insurer.

I. Personal Care Payments. Effective July 1, 2009, the Board shall pay the amount of sixty dollars (\$60) per month, per eligible employee, for the personal care benefit to a total of fifty (50) employees (from the part-time librarian and part-time faculty member bargaining units combined). The payment shall be made by reducing the cost of the premium by sixty dollars (\$60.00).

Effective July 1, 2010, the Board shall pay the amount of sixty-five dollars (\$65) per month, per eligible employee, for the personal care benefit to a total of fifty (50) employees (from the part-time librarian and part-time faculty member bargaining units combined). The payment shall be made by reducing the cost of the premium by sixty-five dollars (\$65.00).

Effective July 1, 2011, the Board shall pay the amount of seventy-two dollars (\$72) per month, per eligible employee, for the personal care benefit to a total of fifty (50) employees (from the part-time librarian and part-time faculty member bargaining units combined). The payment shall be made by reducing the cost of the premium by seventy-two dollars (\$72.00).

In order to be eligible to receive such personal care payment, the employee must be (a) paying for coverage under a group health insurance plan offered by the Board and (b) teaching three (3) or more instructional hours per week (in the case of a part-time faculty member) and completing a work assignment (in the case of a part-time librarian).

Payments for the three-month summer period, when faculty or librarians are not working will be credited in the first paycheck of the succeeding fall term, if the faculty or librarians receive work assignments for the fall term.

XII. PART-TIME FACULTY MEMBERS DUTIES AND RESPONSIBILITIES

The Board and the Union agree that part-time faculty have the following duties and responsibilities in connection with their employment by the Board.

- A. Maintain all applicable certificates and/or licenses necessary to qualify the part-time faculty member to teach in the discipline.
- B. Present effective instruction to students based upon approved course syllabi;
- C. Commence classroom instruction at their scheduled meeting times and end instruction at the scheduling meeting times;
- D. To assess and grade students based upon legitimate assessment factors in accordance with Board policies;
- E. Maintain and submit to the College Administration student attendance records and student grades according to the dates specified by the College;
- F. Schedule one (1) hour of student conference time per week for every course section taught; and
- G. Comply with all Board, College and Departmental policies and rules affecting employees and students and academic policy.

XIII. NO STRIKE OR INTERRUPTION OF SERVICE

The Union and the Board subscribe to the principle that any and all differences shall be resolved by peaceful and appropriate means without interruption of the Colleges' program. The Union therefore agrees that it will not instigate, encourage, or condone any illegal strike, work stoppage, or other concerted refusal to perform their jobs by the part-time faculty members covered by this Agreement. Differences between the parties concerning the meaning, interpretation or application of this agreement shall be resolved by utilization of the Grievance Procedure set forth in Article X hereof or by another lawful and peaceful means available under the law of Illinois. In the event of a violation of this Article, the Union shall inform the part-time faculty of their obligations under this Agreement and the Union shall direct them to return to work.

XIV. SAVINGS CLAUSE

If any provision of this Agreement shall be determined to be void by operation of law or adjudicated to be a violation of law and/or unenforceable then that provision shall be deemed excised from this Agreement and the remainder of the Agreement shall continue in full force and effect.

XV. TERM OF AGREEMENT AND RE-OPENER

This Agreement shall become effective on July 1, 2009 and shall expire on June 30, 2012. This Agreement shall be extended for one (1) year periods thereafter unless either or both of parties serves notice upon the other of a demand to amend, modify or alter the terms of this Agreement

between the 90th and 60th day preceding its expiration date, whether the original expiration date or any extension thereto provided in this Article. For purposes of this Article, notice to the Board shall be directed to the Board's Chancellor with a copy to the Board's General Counsel and notice to the Union shall be directed to the Union's President with a copy to Illinois Educational Association.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have set their hands and seals this _____ day of _____, 2010.

**BOARD OF TRUSTEES, ILLINOIS
COMMUNITY COLLEGE DISTRICT
NO. 508**

**CITY COLLEGES CONTINGENT
LABOR ORGANIZING COMMITTEE,
IEA-NEA,**

BY: _____
Gery Chico
Chairman

Floyd Bednarz
President

Approved as to legal form:

James M. Reilly
General Counsel

**PART-TIME CREDIT LECTURERS
REQUEST FOR CONTINGENT ASSIGNMENT**
(Per CCCLOC Collective Bargaining Agreement, Article VI.E.2.a)

The College is in the process of preparing its course schedule for the _____ semester. Please fill out the following questionnaire if you are interested in teaching during that term. Your submission of this form is a request for an assignment, not a guarantee of one. If you are not interested in teaching this term, please circle number 4 below.

Please complete the form below and return it to your department chairperson **NO LATER THAN** _____.
(October 1st for Spring Semester; February 15th for Fall Semester and Summer Term.)

1. Please indicate in the time period listed below A for Available to teach and N for Not Available.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
8:00 am to 11:00 am							
11:00 am to 2:00 pm							
2:00 pm to 5:30 pm							
5:30 pm to 8:30 pm							
8:30 pm to 10:00 pm							

- 2. Please list the courses for which you are qualified and would like to teach (please do not list specific sections).
- 3. Please circle number of sections desired 1 2 3. *(Part-time faculty may teach no more than 3 class sections and may not exceed 11 contact hours of teaching load during a regular academic semester and may teach 2 class sections or 10 contact hours, whichever is less, during the summer term.)*
- 4. I am not interested in teaching the _____ semester/term.
- 5. Please indicate which colleges you would accept assignment. You must submit this form to the Dean of Instruction at each campus selected.

DALEY	KKC	MXC	OHC	TRUMAN	HWC	WRIGHT

Name _____

Address _____

Home Phone _____ Business or Cellular Phone _____

_____ E-mail Address _____

Signature of Part-time Credit Lecturer

Office Use Only

Date of Submission: _____

Received by Dept. Chair _____
Sign and Date

Credit-New and Existing Lecturer

Rate of Pay	X	# of Contract Hours	=	Salary for Term

Credit – Retired Lecturer (Returning)

Annual Salary/Total Load (at the time of retirement)	X	30%	X	# of Contract Hours for the Course	=	Salary for Term

Continuing Education

Hourly Rate: _____

Total Amount: _____

Special Interest

Contracted Percentage of Course Revenue: _____

Total Amount: _____

Vocational Education

Rate of Pay	X	# of Clock Hours	=	Salary for Term
	X		=	

SIGNATURES

I understand that if a class for which I am being recommended is for any reason canceled, I will be paid only for the work performed or in accordance with applicable collective bargaining agreements. I certify that I have no concurrent employment other than as shown below. Further, I understand that City Colleges of Chicago policy allows employment for no more than eleven (11) contact hours per semester for CCLOC unit members and no more than ten (10) contact hours per semester for other credit lecturers. Continuing Education lecturers who are employed full-time (greater than 30 hours per week) are limited to 4 contact hours for the Fall and Spring semesters, 3 contact hours for the Summer semester. Continuing Education lecturers who are employed part-time are limited to 8 contact hours for the Fall and Spring semesters, 6 contact hours for the Summer semester.

This document constitutes an offer of employment only and is subject to approval by the Board of Trustees of Community College District No. 508 and has no force until approved by the Board other than for payment for any period of time worked.

CURRENT POSITION OR ACTIVITY (EXTERNAL TO CCC): _____

NAME OF COMPANY OR FIRM: _____

PLEASE LIST ALL OTHER CCC ASSIGNMENTS: _____

 Lecturer (Signature) Date

 Executive Dir. – Bus., Admin & Aux. Services or Assignee Date

 Dean or Vice President or Assignee Date

 President or Assignee Date

 Human Resource Representative Date



APPENDIX C-1
CONTACT HOUR RATE TABLE FOR PART-TIME FACULTY

<i>Effective Date</i>	<u>Steps</u>	<u>Lane 1</u>	<u>Lane 2</u>	<u>Lane 3</u>
FY2010	<i>Years of Service</i>	<i>Masters</i>	<i>M + 30</i>	<i>PhD</i>
	1 to 1.9	663	692	842
	2 to 4.5	692	716	854
	4.6 to 6.9	722	739	865
	7 or more	750	761	872
FY2011	<i>Years of Service</i>	<i>Masters</i>	<i>M + 30</i>	<i>PhD</i>
	1 to 1.9	677	706	859
	2 to 4.5	706	731	872
	4.6 to 6.9	737	754	883
	7 or more	765	777	890
FY2012	<i>Years of Service</i>	<i>Masters</i>	<i>M + 30</i>	<i>PhD</i>
	1 to 1.9	691	721	877
	2 to 4.5	721	746	890
	4.6 to 6.9	752	770	901
	7 or more	781	793	908

APPENDIX C-2
CONTACT HOUR RATE TABLE FOR PART-TIME LIBRARIANS

Effective Date

FY2010	<u>Years of Service</u>	<u>Masters</u>
	0 to 2	\$23.08
	2+ to 7	\$24.23 - \$26.54
	7 or more	\$27.69 - \$28.84
FY2011	<u>Years of Service</u>	<u>Masters</u>
	0 to 2	\$23.55
	2+ to 7	\$24.72 - \$27.08
	7 or more	\$28.25 - \$29.42
FY2012	<u>Years of Service</u>	<u>Masters</u>
	0 to 2	\$24.03
	2+ to 7	\$25.22 - \$27.63
	7 or more	\$28.82 - \$30.01

09799

CITY COLLEGES OF CHICAGO
HUMAN RESOURCES & STAFF DEVELOPMENT
Inter-Office Memorandum

TO: Officers of the District

FROM: Xiomara Cortez-Meltcalfe Vice
Chancellor

DATE: November 21, 2005

SUBJECT: Part-time Lecturer Rates

As you know, the Board of Trustees recently approved a 5% rate increase for lecturers. Therefore, current lecturer will receive 5% increase for the summer term and salaries will be adjusted for future lecturers as follows:

Masters Degree or equivalent: (Up to 29 additional graduate hours)	\$457
Masters Degree or equivalent: (30 or more additional graduate hours)	\$525
Ph.D. Degrees:	\$704

In addition to the above, the Officers of the District have identified specific field that demand higher wages due to a shortage in available lecturers. Those fields are listed below:

Biology
Chemistry
Computer Information Systems
Photography
Electronics
Allied Health/Nursing

Please have the appropriate staff contact Xiomara Cortez-Meltcalfe to obtain information on the processing procedures for adjunct faculty for the upcoming fall semester. The Office of Human Resources will process the new increase rates for the summer lecturers. If there are any questions or concerns, please feel free to contact me.

29799

Side Letter

August 2, 2005

Attention: B. Diane Davis
Illinois Education Association-NEA 105
W. Adams St., Suite 2800
Chicago, Illinois 60603

*Re: CCCLOC Bargaining
Letter of Understanding regarding SURS*

Dear Dr. Davis:

The City Colleges of Chicago and CCCLOC agree to work cooperatively to:

1. Develop mechanisms to ensure that part-time faculty's earnings are report to SURS in a timely fashion
2. Facilitate communication with SURS to ensure that SURS is accurately recording part-time faculty members' earnings;
3. Provide opportunities for individual part-time faculty members to verify, and if necessary, work with the Office of Human Resources to correct information report to SURS; and,
4. Coordinate informational meetings at the colleges where representatives of CCC Human Resources and/or SURS are available to provide information and to answer questions about SURS and other related retirement information.

Very truly yours,

Yolande M. Bourgeois
General Counsel

Side Letter

August 2, 2005

Attention: B. Diane Davis
Illinois Education Association-NEA 105
W. Adams St., Suite 2800
Chicago, Illinois 60603

*Re: CCCLOC Bargaining
Letter of Understanding regarding "Scriptum"*

Dear Dr. Davis:

The City Colleges of Chicago cannot agree to collective bargaining proposals concerning so-called "scriptum" arrangements, i.e., the sale of faculty texts to students and earmarking of the proceeds from such sales for certain educational purposes designed to benefit one or more of the City Colleges of Chicago. However, the City Colleges of Chicago has no *per se* objection to such arrangements under the following conditions:

1. The faculty text or manual is approved for use by the College Department;
2. The arrangement is sponsored by the College Department;
3. The arrangement is approved by the College President;
4. The arrangement is consistent with the law governing the operation of a Community College; and
5. The arrangement is consistent with the Board's Rules and policies, including the Board's Ethics Policy, as they now exist or as they may hereafter be amended.

Very truly yours,

Yolande M. Bourgeois
General Counsel

29799

Side Letter

August 2, 2005

Attention: B. Diane Davis
Illinois Education Association-NEA 105
W. Adams St., Suite 2800
Chicago, Illinois 60603

*Re: CCCLOC Bargaining
Letter of Understanding Regarding Data Appearing on Paychecks*

Dear Dr. Davis:

During the ongoing negotiations for an initial collective bargaining agreement between City Colleges of Chicago and the City Colleges Contingent Labor Organizing Committee, IEA-NEA ("CCCLOC"), CCCLOC has proposed that paychecks to bargaining unit members be formulated in a certain manner and contain certain information. City Colleges believes that, because resolution of those issues is dependent on system capability, administrative feasibility and the resolution of economic issues that have not yet been fully proposed, considered or agreed to, it would not be fruitful to address these issues in the context of these negotiations. Rather, City Colleges believes that it would be more fruitful to both parties to address this issue after an agreement has been reached on all issues.

Accordingly, City Colleges will agree to meet with CCCLOC representatives and will agree to reach an adequate solution, within 90 days of the ratification of this agreement, with respect to data appearing on pay checks. Any agreed upon solution shall be consistent with City Colleges' systems capabilities and not administratively burdensome or costly.

Very truly yours,

Yolande M. Bourgeois
General Counsel

29799

Side Letter

August 2, 2005

Attention: B. Diane Davis
Illinois Education Association-NEA 105
W. Adams St., Suite 2800
Chicago, Illinois 60603

*Re: CCCLOC Bargaining
Letter of Understanding regarding Privatization*

Dear Dr. Davis:

This will confirm our understanding with respect to privatization of bargaining unit work. In the event the Board contemplates a decision to contract out work currently performed by the bargaining unit (i.e., teaching of transfer credit course sections not currently contracted out) and that contemplated decision will result in the non-assignment of bargaining unit members to teach course sections, the Board shall notify the Union sixty (60) prior to making a final decision on the contemplated privatization and provide the Union an opportunity to request that the Board bargain over the decision. This provision shall not alter the Board's or the Union's rights under Section 4.5 of the Illinois Educational Labor Relations Act as it exists now or as it may be hereafter amended.

Very truly yours,

Yolande M. Bourgeois
General Counsel

29799
29799

Side Letter

August 2, 2005

Attention: B. Diane Davis
Illinois Education Association-NEA 105
W. Adams St., Suite 2800
Chicago, Illinois 60603

*Re: CCCLOC Bargaining
Letter of Understanding regarding Web-based Course Rates*

Dear Dr. Davis:

This will confirm our understanding with respect part-time faculty members in Lane 3 (PhDs). Qualified part-time faculty with PhD's will have priority for available work in grading exit tests. The parties further agree in principle to the concept of awarding extra work opportunities to PhDs at an hourly rate consistent with the provisions of the collective bargaining agreement.
Very truly yours,

Yolande M. Bourgeois
General Counsel

Appendix

Best Practices for Class Assignments for CCCLOC Adjunct Professors

City College administrators and department chairs will make every effort in good faith and with due diligence to ensure that the following principles for class assignments are followed when assigning classes to the pool of CCCLOC adjuncts.

- (1) Following formal or informal communication between department chair and members of the bargaining unit about the upcoming semester's unassigned classes and adjunct preferences, ***a College shall attempt to make contingent assignments with a credit hour load sufficient to maintain membership in the bargaining unit to the part-time faculty members who are fully qualified, who have had a continuing history of successful performance at a College, and who are available to teach at times that are consistent with the College's scheduling needs*** (per Contract VIII.E.2.c.). ***The College shall make offers of contingent assignment to available qualified part time faculty members in the bargaining unit who have been assigned at the College previously in order of seniority, with the most senior receiving the first available course assignment for which he/she is available to teach*** (per Contract VIII.E.2.c.ii).
- (2) The chair will try to honor the preferences delineated by the bargaining unit members in the course of the initial communication about the upcoming semester in assigning both the initial and subsequent classes.
- (3) In assigning additional classes, while considering seniority as appropriate, the chair will strive to "package" the classes, i.e., schedule the classes making the most effective use of the bargaining unit members' time (class hours and days) and availability.
- (4) Class assignments should be offered to bargaining unit members prior to offering assignments outside the bargaining unit.

NB: Except for the contractual excerpts in bold italics, the foregoing statement is informational and not binding or subject to the grievance process.