

# CCC-P-fac 2013-2017 Collective Bargaining Agreement

## ARTICLE I RECOGNITION AND DEFINITIONS

### 1. Recognition

- A. Columbia College Chicago recognizes the Association as the exclusive bargaining agent for all part-time faculty as provided in the Unit description as certified by the National Labor Relations Board (NLRB) Case No. 13-RC-19791 on March 4, 1998, and as amended by both parties on September 24, 2000.

The Unit includes all part-time faculty members who have completed teaching at least one (1) semester at Columbia College Chicago, excluding all other employees, full-time faculty, artists-in-residence, and Columbia College Chicago graduate students, part-time faculty members teaching only continuing education, music lessons to individual students or book and paper making classes, Columbia College Chicago full-time staff members, teachers employed by Erickson Institute, the YMCA or Adler Planetarium, and other individuals not appearing on the Columbia College Chicago payroll, managers and confidential employees, guards, and supervisors as defined in the Act.

- B. An employee who occupies a management position with his or her non-College employer and who provides written documentation, satisfactory to both the College and the Association, substantiating that being a member of or financially supporting the Association would seriously jeopardize his or her ability to fulfill the duties of that position, shall upon his or her written request to the College and the Association be excluded from both the Bargaining Unit and coverage under this Collective Bargaining Agreement.

### 2. Definitions

- A. The term “College” refers to Columbia College Chicago.
- B. The term “Association” refers to the Part-time Faculty Association at Columbia College Chicago (P-fac), Illinois Education Association – National Educational Association.
- C. The term “Working Days” is defined as any day, Monday through Friday, that the College is open for business.
- D. The term “Academic Year” refers to the Fall and Spring terms exclusive of the J-, Summer, and sessions other than Fall and Spring.
- E. The term “Bargaining Unit” means the Unit description included in Article I, Section 1.A of this agreement.

- F. The term “Association Representative” or “P-fac Representative” refers to an authorized representative of the Association, appointed by the Association. The term “Departmental Representative” refers to a Unit member serving as an authorized representative of the Association, appointed and/or elected by the Association, within an academic department. The Association shall forward to the College in writing, no later than October 1 of each year, the name, address, Association title and departmental affiliation of each authorized representative. Whenever the Association makes a change, the Association shall update the list.
- G. The term “Department Chair,” “Department Chairperson,” “Chairperson,” or “Chair” refers to a chairperson in one of the College’s academic departments or the chief academic officer in the College’s First Year Seminar Program.

## **ARTICLE II MANAGEMENT RIGHTS**

- 1. Columbia College Chicago and its Board of Trustees retain all their rights, responsibilities, powers, duties, and authority inherent in the management of the College as conferred upon them by the laws and constitutions of the State of Illinois and the United States except as specifically modified by this Agreement during its term. All the rights and responsibilities of Columbia College Chicago, its Board of Trustees and officers shall be retained and exercised in their sole discretion, including by way of example and not in any way limited to:
  - A. The right to plan, establish, terminate, modify, and implement all aspects of educational policies and practices, including curricula; admission and graduation requirements and standards; scheduling; academic calendar; student discipline; and the establishment, expansion, subcontracting, reduction, modification, alteration, combination, or transfer of any job, department, program, course, institute, or other academic or non-academic activity and the staffing of the activity, except as may be modified by this Agreement.
  - B. The right to manage the College and direct the College's property, including fiscal and budgetary policy and their implementation, and to determine the means, methods, and personnel by which the College's operations are conducted and the location and relocation of offices, facilities, equipment, and the number and type of equipment, material, products, and supplies to be used or operated and the sale, lease, contracting, or subcontracting of any of the facilities, equipment, or activities, and to act to maintain or improve the efficiency of the College's operation, except as may be modified by this Agreement.
  - C. The right to hire, direct, transfer, assign, terminate, lay off, discipline, appoint, reappoint, and evaluate its employees and to establish, modify, and discontinue rules and regulations of procedure, conduct, policies, standards, and practices relating to the performance of work, including workload, scheduling of work and its location, and criteria and qualifications for appointment, retention, and promotion of employees, except as may be modified by this Agreement.

2. This enumeration of management's rights is not all-inclusive but rather illustrates the type of matters or rights which belong to and are inherent to management and shall not be deemed to exclude management rights not specifically listed.

### **ARTICLE III ASSOCIATION RIGHTS**

#### 1. Association Security

- A. The parties recognize that each employee in the Bargaining Unit must, as a condition of employment, satisfy a financial obligation to the Association as the Unit's exclusive bargaining representative. On or after the thirtieth (30<sup>th</sup>) calendar day following the beginning of the semester of Bargaining Unit eligibility, every employee subject to the terms of this Agreement shall join the Association, paying the periodic dues uniformly required, or not join the Association, paying an agency fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national fees, minus local, state and national political action committee fees. An employee who fails to choose either to join or not join the Association after the expiration of the 30-day period shall be presumed to be an agency fee payer. An agency fee payer may object to the Association's spending part of his or her fee for activities not related, under the law, to the Association's role as exclusive bargaining representative. Such an objecting fee payer must pay the percentage of the fee used for activities related to the Association's status as exclusive bargaining representative, as determined through the Association's internal agency fee procedure. An employee's financial obligation to the Association may be met by having his or her share of dues or agency fees deducted on a semester basis through payroll deduction, as set forth in sections of this Article, by writing a check to the Association each semester for his or her share, or through another method mutually agreed to in writing by the employee and the Association.
- B. Any employee who fails to meet his or her financial obligation to the Association, as set forth in section A above, shall not be rehired the next Academic Year or for any subsequent semester or term until he or she pays the amount that is owed. In order to be eligible to teach in the Fall semester, members must satisfy all previous financial obligations to the Association by August 1. In order to be eligible to teach in the Spring semester, members must satisfy all previous financial obligations to the Association by December 15. The Association will provide the provost with a list of those employees who have not met their financial obligation on the following schedule: (i) for those employees who wish to teach in the Fall semester, this list will be submitted by June 1 and will include the names of those who have not met their financial obligation through the previous Fall semester, and (ii) for those employees who wish to teach in the Spring semester, this list will be submitted by October 1 and will include the names of those who have not met their financial obligation through the previous Spring semester. When employees have met their financial obligation, the Association treasurer will notify the provost of this fact in a timely fashion.

- C. The Association will provide all employees in the Bargaining Unit with information regarding the ways in which they can satisfy their financial obligations to the Association. In addition, the Association will provide to each agency fee payer information about its expenditures, so that the fee payer can decide whether to object to the use of his or her dues for activities not related, under the law, to the Association's role as exclusive bargaining representative, and information about the internal procedures established by the Association by which a fee payer may register his or her objection and challenge, if he or she chooses, to the Association's determination of the percentage of the agency fees used for activities related to the Association's status as exclusive bargaining representative. Objections to the sufficiency of the information provided, Association expenditures, and membership are internal Association matters not subject to grievance and arbitration, as set forth in Article IX of this Agreement.
- D. Any employee obligated to pay the Association an agency fee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of such an agency fee to the Association may, upon proper substantiation to the Association, request that his or her fee be collected by the Association and sent, on behalf of him or her, to the P-fac Scholarship Fund at the College or to an IEA approved charity (see Appendix I) as per Association policy. Religious objections are internal Association matters not subject to grievance and arbitration.

## 2. Dues Checkoff

- A. With respect to any employee on whose behalf the College receives written authorization in a form agreed upon by the Association and the College, the College shall deduct from the wages of the employee dues or agency fees uniformly required as set forth in the Association Security clause above, and shall forward such amounts to the Association by the fifteenth (15<sup>th</sup>) day of the month following the month in which the deductions are made.
- B. The College shall provide the Association, at the time when the dues and agency fee amounts are provided to the Association, with a full accounting of all monies deducted from Bargaining Unit employees so that proper credit can be made to the employee. The College shall provide the Association with a hard copy and an electronic file of all dues information and data for Bargaining Unit employees each term.
- C. Upon written notification to the College by the Association of any errors or adjustments that should be made regarding dues checkoff, the College is responsible for correcting the errors or making applicable adjustments with respect to dues checkoff.

### 3. Save Harmless

- A. In the event of any legal action against the College brought in a court or administrative agency because of its dues deductions or agency fees deductions or other actions taken under this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- i. The College gives immediate notice of such action in writing to the Association and permits the Association's intervention as a party if it so desires, and
  - ii. The College gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.
- B. The Association agrees that in any action so defended, it will indemnify and hold harmless the College from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the College's non-negligent compliance with this Article.
- C. It is expressly understood that this save harmless provision will 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 College or the College's imperfect execution of the obligations imposed upon it by this Article.

## **ARTICLE IV COLLEGE - ASSOCIATION RELATIONSHIP**

### 1. President-Association Meetings

The president of the College and/or his or her designee(s) shall meet with the steering committee of the Association to discuss issues of mutual interest at least once per Academic Year. These meetings, however, shall not include discussions about modifications to this Agreement during its term.

### 2. Bulletin Boards – Website

The Association shall have reasonable access to bulletin boards for the purpose of communicating with its members. In academic departments with a part-time faculty office, space will be made available on a bulletin board for Association business in accordance with these provisions. The College shall also permit the Association to link its official website to that of the College, subject to the College's web policies and procedures.

### 3. Notification of Full-time Faculty Positions

- A. When the College forms a search committee for a new full-time faculty position or an existing vacant full-time faculty position, a notification of such position will be

posted on the College website. A copy of such notice will be sent to the Association president.

- B. The College shall process an application from a Unit member who applies for a full-time faculty position using appropriate application procedures in accordance with the hiring procedures established for the position. As part of the review of an application of a Unit member, the College will consider the Unit member's teaching experience at the College. The College will reply to such Unit member applicants with an acknowledgement of the receipt of their application.

#### 4. Office Space

The Association shall be provided office space with campus telephone and the ability to log on to the College's e-mail system for use consistent with College policy and procedures.

#### 5. Copy Machine

The Association shall have reasonable access to a copy machine for Association business, at no cost, in a reasonable location for use consistent with College policy and procedures.

#### 6. Campus Mail

The Association shall have the ability to distribute mail for Association business through the mailroom consistent with College policy and procedures. The Association shall assemble Unit-wide mailings in department/office packets for delivery by the mailroom to departments and offices on campus.

#### 7. Meeting Space

The Association shall be allowed, upon following established procedures in a timely manner and where there is no conflict with other scheduled uses, to use campus meeting facilities for Association business.

#### 8. Personnel File

- A. The College shall keep one (1) personnel file for each Unit member, provided, however, that student evaluations and medical records may be kept separately, and supervisors may keep working files.
- B. During employment and for one (1) year after termination of employment, each Unit member shall have the right to make an examination of his or her personnel file upon seven (7) days' written notice. Unit members may examine their files once a semester, but no more than twice in a calendar year. Upon filing a grievance, a Unit member may examine his or her file one more time even if he/she has exceeded the yearly limit. At the Unit member's request, an Association Representative may accompany the Unit member in this review. Such review shall be by appointment during normal business hours and in the presence of a designated employee of the College. Neither the Unit member nor the Association Representative shall remove

any material from the file. The right of the Unit member or the Association Representative to inspect his or her personnel file does not apply to:

- i. Letters of reference for that Unit member, or external peer review documents;
  - ii. Information of a personal nature about a person other than the Unit member, if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy;
  - iii. Records relevant to any other pending claim between the College and that Unit member which may be discovered in a judicial proceeding;
  - iv. Investigatory or security records maintained by the College to investigate criminal conduct by an employee or other activity by the Unit member which could reasonably be expected to harm the College's property, operations or business or could, by the Unit member's activity, cause the College financial liability, unless and until the College takes adverse personnel actions based on information in such records;
  - v. Records which are not disclosable under a court order or applicable law.
- C. Copies of materials in a Unit member's personnel file which he or she can review shall be provided to the Unit member upon the Unit member's request. Except for materials described in subparagraphs i. – v. of this Section, copies of materials used to make adverse employment decisions will be filed in the Unit member's personnel file. The Unit member shall bear the cost of copying.

## 9. Evaluation

- A. Attached as Appendix IV is the Policy by which the College will evaluate Unit members. The College and the Association are committed to mentoring and the constructive evaluation of adjunct teachers through a variety of instruments and procedures as outlined in the Evaluation Policy, which may include but are not limited to: in-class observations of teaching performance, review of teaching materials, student assessments of teaching, peer evaluations, and other relevant information that provides evidence of teaching effectiveness.
- B. The College must utilize the Policy: (i) when it evaluates a Unit member and (ii) before it remediates a Unit member as required by and consistent with Article VII.4.
- C. Once an Academic Year, either party may request that a task force consisting of two (2) members appointed by the College and two (2) members appointed by P-fac be assembled to examine whether the Policy should be amended and to make any mutually-agreeable changes to the Policy. Upon such a request, the task force will meet and all mutually-agreeable changes must be made by June 30 of each year, or as soon thereafter as practicable. The mutually-agreeable changes will take effect in the upcoming Academic Year.

- D. In the event P-fac requests such a task force, P-fac shall direct its request to the P-fac liaison. In the event the College requests such a task force, the College shall direct its request to the P-fac president.

#### 10. Unit Eligibility List

The College shall provide the Association an eligibility list in a timely manner following the second pay period of each Fall and Spring semester, and a final version following the fifth pay period. For each Unit member, the list shall include: name, address, College e-mail address, a department where the Unit member taught during his or her first semester at the College, a separate list indicating where the Unit member is currently teaching, and the total number of accumulated credits taught. The College shall also provide the Association with a list of part-time instructors who will be eligible for Bargaining Unit membership in the next semester in a timely manner following the second pay period of each Fall and Spring semester. The College reserves the right to correct errors.

#### 11. Indemnification

- A. The Association will indemnify and hold harmless the College from any liability for any damages, costs, or expenses of any kind arising out of or related to the Association's use of any College facilities pursuant to any of the provisions of this Article IV (including, without limitation, such use of College bulletin boards, website, office space, copy machines, meeting space, and campus mail), and the Association will, if requested by the College, defend any legal action brought in any court or administrative agency, raising any claim covered by this indemnification provision, provided:
  - i. The College gives immediate notice of any claim covered by this indemnification provision, in writing to the Association and permits the Association's intervention as a party if it so desires, and
  - ii. The College gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.
- B. It is expressly understood that this save harmless provision will 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 College.

#### 12. Copy of Agreement

The College Library shall keep copies of the Agreement on reserve. The Department Representative shall post one (1) copy of the Agreement on a bulletin board in each academic department.

#### 13. Payment for Association Representation

- A. A maximum of six (6) Unit members per semester will be paid \$3,200, per Unit



- member, per semester, for contract administration. Such Unit members will provide services for the benefit of the College and the Association in administering the Collective Bargaining Agreement. Such Unit members shall perform such services and make themselves available to College administration staff and part-time faculty members (ordinarily in the Association office) for at least a combined total of thirty (30) hours per week, for at least thirty-five (35) weeks per calendar year, in addition to the Unit members' teaching responsibilities. To qualify for contract administration payments during a semester, a Unit member must be: (i) teaching at least one (1) course during that semester and must not be undergoing remediation or (ii) available to teach as indicated on that member's Teacher Availability Form or forms and must not have failed remediation at the College.
- B. A maximum of two (2) Unit members will be paid \$3,200, per Unit member, for the summer for contract administration. They will be available for at least a combined total of ten (10) hours per week for the fifteen (15) weeks that the office is not otherwise staffed between Academic Years. They will be responsible for the services listed above. To qualify for contract administration payments during a summer, a Unit member must: (i) have taught at least one (1) course during the previous fall or spring semester and must not be undergoing remediation or (ii) have been available to teach in the previous fall or spring semester as indicated on that member's Teacher Availability Form or forms and must not have failed remediation at the College.
  - C. Compensation for governance and non-governance work may be found in Article VI.
  - D. Compensation for canceled classes may be found in Article VIII.
  - E. If the College requests that a Unit member design a new course, the appropriate Department Chair and the Unit member will determine, in advance, mutually agreeable adequate compensation for such design efforts, to be paid upon completion of the design according to procedures established by the department and/or College for the process of such course design.

#### 14. Union Leave

Any College Department Chair may grant leave from classroom obligations to any Unit member within his or her department who, as authorized by the Association president, is representing the Association at an Illinois Education Association or National Education Association event. A Unit member must request this union leave from the Department Chair, in writing, no less than one (1) month before the expected absence. The College shall not give such leave for more than one (1) class session per semester for each class taught in a given semester. If a Department Chair denies a Unit member's request for union leave, that Department Chair must communicate this decision in writing by letter or e-mail to the affected Unit member.

**ARTICLE V  
ACADEMIC FREEDOM**

1. Definition

All Unit members are entitled to academic freedom. This means that all Unit members are protected against institutional discipline or restraint in their discussion of relevant matters in the classroom, exploration of self-chosen avenues of scholarship, research and creative expression, and speaking and writing as public citizens. Academic freedom entails faculty responsibilities, which include the conscientious performance of academic duties and obligations and integrity in the scholarly and creative enterprises. No individual Unit member may speak for the College in matters of public interest.

2. Protection

Because of the commitment of the College to academic freedom, no faculty member's appointment will be terminated for any belief, opinion, expression, or conduct, however unconventional or controversial, that is protected by the principles of academic freedom as defined in Article V, Section 1. Further, any explicit or implicit threat of termination or discipline for the purpose of constraining a faculty member in the exercise of his or her rights under such principles of academic freedom is contrary to the policies of the College.

**ARTICLE VI  
GOVERNANCE AND NON-GOVERNANCE COMMITTEE WORK**

1. Once each Fall and Spring Semester, each Department Chair shall convene a meeting with all of his or her department's Departmental Representatives, academic coordinators, and, upon the request of either party, directors and other coordinators, to discuss issues and concerns. However, these meetings should not include discussions about modifications to this Agreement during its term.
2. Each department shall hold a joint meeting of full-time faculty members and Unit members within the department at least once each Academic Year. During this meeting, the Department Chair shall allot time on the agenda to a Departmental Representative to discuss departmental issues that affect Unit members within the department. In order to be allotted time on the agenda, the Departmental Representative must submit proposed agenda items to the Department Chair for his or her approval at least three (3) Working Days in advance of the meeting. The Department Chair shall present any concerns to the P-fac Representative twenty four (24) hours in advance of the meeting.
3. When the College is forming a search committee for a Department Chair, the appropriate dean will inform the P-fac Designated Spokesperson in writing within ten (10) Working Days of the formal announcement. P-fac will elect a P-fac Representative from the appropriate department and will forward the name to the appropriate dean in writing.
4. When the College is forming a search committee for a dean, the provost will inform the P-fac Designated Spokesperson in writing within ten (10) Working Days of the formal

announcement. P-fac will elect a P-fac Representative from the appropriate School and will forward that name to the provost in writing.

5. When the College is forming a search committee for a provost, the College president will inform P-fac's designated Spokesperson in writing within ten (10) Working Days of the formal announcement. P-fac will elect a P-fac Representative and will forward that name to the College president in writing.
6. When the College is forming a search committee for a College president, the Board of Trustees' Chair will inform the P-fac Designated Spokesperson in writing within ten (10) Working Days of the formal announcement. P-fac will elect a P-fac Representative and will forward that name to the Board of Trustees' Liaison in writing.
7. The Department Chair in each department shall appoint one (1) Unit member to serve on the department curriculum committee, if such a committee exists. This Association participant shall have the same voting rights as other members of the committee. The Department Chair shall inform the Association President of this opportunity within fourteen (14) days after the beginning of each Fall Semester. The Association may submit candidate(s) from the department, and if so, shall endeavor to submit not fewer than three (3) names. The Department Chair shall select the Association participant from the candidate(s) submitted by the Association.

The Association participant shall serve at the discretion of his or her Department Chair. The Association participant shall serve for a period of one (1) Academic Year, with the opportunity for repeat selection. If the Department Chair decides to remove the Association participant, the Department Chair shall give the Association President notice and the Association may submit a different candidate(s) for the committee. The Association acknowledges that the department curriculum committees' consideration of curriculum changes and related recommendations are not final. Each semester, the College shall provide the Association President with reasonable, written notice of curriculum changes approved or recommended by the deans or their designees. Such notice will not be later than thirty (30) days after the deans' or their designees' approval or recommendation. Following completion of the recommendation or approval process set forth in this section, the Association reserves any rights related to effects bargaining. If the Association requests effects bargaining, the College reserves its rights.

8. If a Unit member is asked to work on a non-governance committee or non-governance task force, that Unit member shall be paid at the rate of \$75 per regularly scheduled meeting lasting up to three hours. For meetings lasting more than three (3) hours, the payment will be \$125 per regularly scheduled meeting. Non-governance committees and non-governance task-forces are search committees (except the Presidential Search Committee), ad hoc College committees, and departmental committees. Attendance will be verified by the Committee Chairperson. If the College decides to involve the Association in governance committee work, it may provide compensation for such work.
9. Unit members may be required to attend department or College-wide in-service education and training programs and shall be compensated for required meetings at the minimum rate of \$75 per meeting lasting up to three (3) hours. Payment for such meetings lasting more than

three (3) hours will be \$125 per meeting. Alternative arrangements for providing such in-service education to Unit members may be made by individual departments in cases where Unit members are unable to attend a given session.

## **ARTICLE VII APPOINTMENT/REAPPOINTMENT**

### **1. Assignment**

A. A CCC Teacher Availability Form (the “TA Form”) for each department shall be made available online to part-time faculty on an ongoing basis. The College will send Unit members an e-mail notice regarding the TA Form and the due date for submission at least eight (8) weeks prior to the due date for completing the course schedule for the following semester. Unit members are responsible for submitting their completed TA Forms on a timely basis. Unit members shall submit their completed TA Form to the department not later than six (6) weeks before the due date for completing the course schedule. The receipt and submission of a TA Form by a Unit member does not obligate the College in any way to provide an appointment or a particular assignment to that Unit member. A sample TA Form is attached to this Agreement as Appendix II. Departments may alter this sample TA Form in order to gain additional information necessary to the department, but each TA Form must include at least the following: name, date, telephone number, semester in question, explanation of the TA Form's purpose, procedure for returning the TA Form, place to return the TA Form, courses that the part-time faculty member feels qualified to teach in order of teaching preference, days and hours available to teach in order of preference, days and hours not available to teach, number of courses desired by the faculty member, and a space for additional comments helpful to the Chairperson or Chairperson's designee in assessing skills or qualifications for any of the courses that the part-time faculty member wishes to teach. In addition, every TA Form must include the following statement:

“Submission of this form constitutes a request, not a guarantee, of teaching assignment. Further, since course enrollment and program needs, as well as your qualifications and evaluations, determine teaching assignments, no assignment can be considered final until student registration is completed.”

The College will notify Unit members of an offer(s) prior to class registration if the teaching assignment is known. When a Unit member accepts an offer, the College will list the Unit member's name in the registration materials. If additional courses are offered and accepted during registration, the College will list the Unit members' names in the registration materials.

B. Teaching assignments are first made to full-time faculty and full-time staff who teach as part of their job position (applicable list attached as Appendix V). The total number of courses that full-time staff who teach as part of their job position (applicable list attached as Appendix V) are required to teach shall not exceed forty

(40) courses in an Academic Year. Teaching assignments shall then be made to Unit members in accordance with this Article VII.

- C. To the extent that course sections are available and the Unit member is qualified to teach the course, the College shall follow the below process when making assignments:
- i. The College will begin by offering two (2) course sections to Unit members with fifty-one (51) or more credits (if a Unit member only requests one (1) course section, he or she will only be offered one (1) course section). If there are insufficient course sections for every Unit member who requested an assignment of two (2) or more courses, then the College will offer one (1) assignment to Unit members in this category, and then any remaining course sections will be offered to fulfill the request for two (2) assignments.
  - ii. The College will next offer one (1) course section to Unit members with 33-50 credits, to the extent available.
  - iii. The College will next offer additional course sections to Unit members with two hundred (200) or more credits who have requested a third course section. If there are insufficient course sections for every Unit member who requested an assignment of three (3) or more courses, then the College will offer a third assignment to Unit members in this category, to the extent available.
  - iv. After such Unit members have been offered assignments, the College will give consideration to offering additional course sections to Unit members with thirty-three (33) or more credits, and may offer course sections to any Unit members. This does not prevent the College from offering course sections to other qualified persons.
  - v. The following conditions apply to the priority for teaching assignments under this Paragraph C:
    1. Bargaining Unit members must respond to an offer of teaching assignment within ten (10) calendar days, but may be required to respond sooner after July 1<sup>st</sup> for the upcoming Fall Semester or sooner after December 1<sup>st</sup> for the upcoming Spring Semester when a sooner response is necessary to manage the assignment process and semester start date. Under no circumstances, however, shall a Unit member have fewer than forty-eight (48) hours to respond to an offer of teaching assignment. A Bargaining Unit member who fails to accept an offer of teaching assignment in a timely manner shall waive the right to the assignment.
    2. If a Unit member: (a) rejects or waives an offer of teaching assignment that is consistent with the courses and times of availability listed on the Unit member's TA Form, or (b) rejects or waives an offer of a teaching assignment inconsistent with the Unit member's TA form but

there are no courses that match the Unit member's expressed availability, then the College shall not be obligated to offer a different assignment to that Unit member.

- D. Notwithstanding anything to the contrary in the foregoing, the College may assign graduate students in the Graduate Student Instructorship (GSI) Program to teach course sections in a manner in accordance with that program. The College may assign one (1) course to all other graduate students who are teaching as part of a graduate school curriculum.
- E. When a Unit member has developed and designed a course at the request of a Department Chair, and the course will be taught, the College shall offer the Unit member an opportunity to teach the course in the first semester that the course is taught at the College. The College may consider such a Unit member for subsequent assignments to teach the course.

## 2. Reassignment

- A. When appropriate under the conditions stated here, the Department Chair shall assign to eligible Unit members course(s) that had been previously assigned to another part-time faculty member. Unit members must meet the following criteria:
  - i. The Unit member must have taught a minimum of fifty-one (51) credits at the College.
  - ii. The Unit member has lost an assigned course due to low enrollment, to accommodate a full-time faculty member's need for re-assignment, or for any other reason except remediation or discipline.
  - iii. Without such reassignment, the Unit member would have fewer than two (2) classes for that term.
  - iv. The Unit member taught the course at Columbia to which he or she is reassigned in any one of the four (4) semesters prior to the term in which reassignment takes place and, in the judgment of the Department Chair, the course is substantially the same as when the Unit member last taught it; or the Department Chair approves an exception to this paragraph, including when the Department Chair determines that the Unit member is qualified to teach another course.
- B. Unit members undergoing remediation may be limited to one (1) course at the discretion of the Department Chairperson.
- C. In all cases, reassignment will apply only until such time as the eligible Unit member's teaching assignment reaches two (2) classes.
- D. Unit members who meet the criteria described in Section A above may be reassigned courses originally assigned to another Unit member who has taught fewer than thirty-

three (33) credits or to a part-time teacher in his or her first semester at the College. Unit members may also be reassigned a course originally assigned to: (i) a graduate student, excluding graduate students in the GSI Program and all other graduate students who are teaching as part of a graduate school curriculum, and (ii) full-time staff, excluding full-time staff who teach as part of their job position (applicable list attached as Appendix V). A Unit member may only be reassigned to a course if the person who is to be removed from the course:

- i. does not have special skills, knowledge or certification germane to the particular course or section; and
- ii. is not assigned a section designated in ways such as, but not limited to, mode of delivery, venue, or special audiences.

E. In the event that a conflict arises between two Unit members with fifty-one (51) credits or more in the reassignment of classes, first priority will be given to the Unit member who would have no classes and secondly to the Unit member who has accumulated more credits. In the case of a dead heat, the tie will be broken by the flip of a coin.

### 3. Instructional Continuity

A. In order to provide instructional continuity for Unit members who have taught fifty-one (51) or more credits, the Department Chairperson or his or her designee will abide by the following procedures for assigning classes. It is strongly recommended that the Department Chairperson or his or her designee follow these procedures in the case of all Unit members.

- i. If the College drops a class from the schedule that a Unit member routinely teaches, it must notify the Unit member. The College must make every effort to find another class for that Unit member. The above notwithstanding, the College shall not be required to remove a faculty member assigned to teach a course from that course in order to find another class for such Unit member, unless the Unit member meets the criteria of Article VII, Sections 1 and 2 above.
- ii. If the College cancels a class for which it had scheduled a Unit member due to a lack of sufficient enrollment, it will advise the Unit member before the beginning of classes. The College will explore the possibility of the unit member teaching a different class and should no class be available, it shall assign the Unit member a class if the Unit member meets the criteria outlined in Article VII, Sections 1 and 2.
- iii. If the College alters significantly any class that a Unit member routinely teaches, the College must notify the Unit member in a timely manner, but no less than three (3) weeks before the end of the semester preceding implementation. If the department determines that the Unit member is not qualified to teach the altered course, the College shall provide the opportunity

to acquire training to him or her, if the College offers such training. Once the Unit member successfully completes the training, the College will offer course assignments to the Unit member in accordance with Article VII, Sections 1 and 2. The above notwithstanding, the College shall not be required to remove a faculty member assigned to teach a course from that course in order to find another class for such Unit member, unless the criteria of Article VII, Sections 1 and 2 above are met.

- B. It is understood that the purpose of the above procedures is to offer instructional continuity to Unit members with fifty-one (51) or more credits of service to the College. The final decision of who teaches each course is the sole prerogative of the Department Chairperson provided that such decisions are in accordance with other sections of this Article.

#### 4. Remediation for Unsatisfactory Teaching Performance

- A. If a Unit member who has taught at least fifty-one (51) credits is not to be reemployed because of unsatisfactory teaching performance, prior to the beginning of classes for the following semester the Department Chairperson or his or her designee shall notify the Unit member of his or her teaching deficiencies and shall offer the Unit member an opportunity to remediate those deficiencies. An unsatisfactory teaching performance shall be determined by the College using evaluation criteria as determined by the procedures outlined in Article IV.9 of this agreement.
- B. Since continuing professional development is a precondition for Unit members to be hired, it is the sole responsibility of the Unit member to be current with the subject matter of his or her field. It is understood that the College is not responsible for training in that subject matter; unsatisfactory teaching performance in this article refers to the pedagogy of the Unit member in question. The Unit member undergoing remediation will not be paid for the remediation process. All direct costs of remediation will be covered by the College.
- C. An opportunity to remediate shall involve the following: the Department Chair shall meet with the Unit member who is to be remediated, at which time the Unit member will be given specific guidelines on the teaching behaviors that need to be corrected and the steps needed to be taken to accomplish this. At the Unit member's request, an Association Representative may participate in this meeting at which these guidelines are outlined. While receiving remediation, the Unit member may teach at least one (1) course, during which time the College shall reevaluate the teaching performance of the Unit member.
- D. After remediation and subsequent reevaluation, if the Unit member's teaching performance has not improved sufficiently in the sole opinion of the College, the College may choose not to rehire the Unit member. The College also may choose not to rehire a Unit member who refuses to comply fully with remediation.
- E. The provisions of this Article VII, Section 4 shall not be subject to the grievance and arbitration procedures of Article IX, including without limitation any decision by the



College not to rehire a Unit member after remediation and reevaluation or after the Unit member refuses to comply with remediation. The above notwithstanding, any alleged refusal by the College to offer remediation to a qualifying Unit member shall be subject to grievance and arbitration pursuant to Article IX.

## **ARTICLE VIII WORKLOAD**

1. Unit members are required to teach the course(s) for which they are contracted in accordance with the requirements of the department and the College. This includes their presence at all regularly scheduled classes, preparation for and delivery of classroom instruction, participation in the College-wide assessment program, and evaluating, grading, and advising students. Copies of departmental requirements, if applicable, shall be provided with the employment contract for new part-time faculty.
2. Unit members are expected to be available to meet with students for counseling and advising outside the classroom. The College and the Association agree on the importance of private meeting space for such conferences.
3. Subject to availability, Unit members shall have access to normal instructional support services, including school office space, clerical assistance, and computer services.
4. No Unit member shall teach more than eighteen (18) credits per Academic Year and no more than twelve (12) credits per semester, regardless of department.
5. If an offered and accepted course is withdrawn prior to the start of classes, without an equivalent course replacement, the Unit member shall be paid a course cancellation fee of \$250.00.
6. If the College requests the design of a new course by a Unit member, the Department Chairperson and the faculty member will determine, in advance, mutually agreeable adequate compensation for such design efforts, to be paid upon completion of the design according to procedures established by the department and/or College for the process of such course design.
7. The College may continue to utilize the expertise of Unit members for individual, non-teaching assignments on an as-needed basis.

## **ARTICLE IX GRIEVANCE PROCEDURE**

1. Definition

A grievance is defined as a complaint by a Unit member, group of Unit members, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

## 2. Informal Resolution

The College and Association acknowledge that it is usually desirable to resolve grievances through an informal process. Accordingly, it is highly recommended that the Grievant(s) pursue the following informal procedures before initiating Step 1 procedures. However, failure to comply with the below informal procedures on the part of the grievant or the College shall not in any way affect or prejudice the formal proceedings.

The Grievant(s) should request a meeting with the appropriate Department Chair or the Department Chair's designee as soon as possible after the event giving rise to the grievance, but not later than fifteen (15) Working Days after such event's occurrence. An Association Representative shall be entitled to participate. A person chosen by the Department Chair or the Department Chair's designee may also attend. The Department Chair's or the Department Chair's designee's decision shall be rendered within ten (10) Working Days of the meeting. If the Grievant(s) is not satisfied with the Department Chair's or the Department Chair's designee's decision, he or she may initiate formal proceedings.

## 3. Formal Proceedings

### A. Step 1

Within thirty-five (35) Working Days after the Grievant(s) knew or should reasonably have known of the event giving rise to the grievance, the grievance must be filed in writing with the Liaison to the Association or his or her designee (the "Liaison"). The grievance must cite the article(s) allegedly violated, misinterpreted, or misapplied; the dates of the events which are the subject of the grievance; the persons present at the events, if applicable; sufficient facts to support the grievance; and the requested remedy. A copy shall be sent to the Association by the Grievant(s). Within ten (10) Working Days, the Liaison shall meet with the Grievant(s) and an Association Representative for the purpose of resolving the grievance. A P-fac Representative in training may also attend the Step 1 meeting upon at least two (2) days written notice by the Grievant(s) or the Association to the Liaison; such notice must include the name of the Association Representative in training. The P-fac Representative in training may observe the proceedings but may not participate.

The Liaison may also gather information from any appropriate sources. Within ten (10) Working Days of the meeting, the Liaison shall render a decision, in writing, with copies sent to the Grievant(s), the Association, and appropriate College personnel.

### B. Step 2

If the grievance is not resolved at Step 1, the Grievant(s) may submit the grievance in writing to the provost or his or her designee within ten (10) Working Days after the receipt of the decision of the Liaison. Within ten (10) Working Days of the receipt of the grievance, the provost, or his or her designee, shall meet with the Grievant(s) and an Association Representative for the purpose of resolving the grievance. A P-fac Representative in training may also attend the step two meeting upon at least two (2)

days written notice by the Grievant(s) or the Association to the Liaison; such notice must include the name of the Association Representative in training. The P-fac Representative in training may observe the proceedings but may not participate. Within ten (10) Working Days of the meeting, the provost or his or her designee shall render a decision in writing, with copies sent to the Grievant(s), the Association and appropriate College personnel.

### C. Step 3

If the grievance is not resolved at Step 2, then within thirty (30) Working Days of the date of the provost's decision, the Association alone may submit the grievance to binding arbitration. The Association and the College shall agree upon an arbitrator experienced with the arbitration of grievances under college or university collective bargaining agreements. In the event they cannot agree, then each shall submit a list of three (3) arbitrators, with experience arbitrating grievances under college or university collective bargaining agreements, and each side will take turns striking one (1) unacceptable name until only one (1) name remains; that person shall be the arbitrator. In the event that the chosen arbitrator cannot serve, then the procedure will be repeated until such time as an arbitrator is selected by agreement, or by this elimination process. The party making the first strike, to be determined by a flip of a coin, shall alternate with each new arbitration for which an arbitrator is selected in this fashion. Each party shall bear its own costs and expenses associated with the arbitration, except that the losing party shall pay the fees and costs associated with the arbitrator. The arbitrator is limited to applying and interpreting this Agreement and shall have no power to alter, amend, modify or add to the terms of this Agreement. The arbitration shall be conducted in accordance with this Article and the procedures agreed to by the Association and the College.

### 4. Timeliness

Any grievance not adhering to time limits prescribed herein shall be deemed waived, unless extended by both parties in writing. Any decision not rendered within the prescribed time limits, unless extended by both parties, in writing, may be appealed to the next level.

## **ARTICLE X DISCIPLINE PROCEDURE**

1. The College may suspend, with or without pay, discharge, or take other appropriate disciplinary action against a Unit member only for just cause. Disciplinary action may be taken only for misconduct, i.e., an alleged act, omission, or failure to act during a semester in which the Unit member is teaching, including summer. For purposes of this Agreement, "discharge" shall mean termination of employment and shall not refer to the failure to rehire or to renew a faculty member's appointment to teach for future semesters. This Article X shall not apply to decisions by the College not to rehire or not to renew a Unit member's appointment to teach for future semesters for non-disciplinary reasons.
2. Except in an emergency situation, prior to the implementation of a disciplinary action

involving suspension or discharge against a Unit member, a meeting shall be arranged with the Unit member, an Association Representative of his or her choosing, and the College to inform him or her of the contemplated disciplinary action and the reason for it. The Unit member shall be given an opportunity to rebut the charge.

3. Except in an emergency situation, a written statement as to the reason for the disciplinary action shall be provided to the Unit member prior to the implementation of discipline. All available information, including the written statement, the employee's overall work record, the personnel file, and any facts discovered during the process can be considered in the grievance and arbitration process or otherwise in any review of the discipline.
4. Reprimands, warnings, or cautionary statements must be documented and placed in a Unit member's file. A dated copy of the reprimand or warning will be sent to the Unit member and the Association within ten (10) Working Days after its writing. The Unit member will have up to twenty (20) Working Days from receipt of the document to submit a written response to the reprimand or warning. Only documented disciplinary action is grievable.
5. Within thirty-five (35) Working Days of the day the Unit member learned that he or she would be suspended or discharged, the Unit member may grieve this decision in writing following procedures outlined in Article IX unless the College's action or decision is subject to internal review or appeal under the policy prohibiting discrimination and harassment. If the College's action or decision is subject to such review or appeal, then the College's action is not subject to grievance or arbitration.

## **ARTICLE XI SALARY**

1. The following schedule represents the compensation for a three (3) credit course. Compensation for courses totaling other than three (3) credits shall be prorated according to this schedule. P-fac shall be informed should the College wish to implement an exception to these rates. Any exception shall be mutually agreed upon by the parties.
2. Movement from one step to the next is achieved in the semester following the completion of the stated credits as shown on the salary schedule.
3. If there is an interruption in classroom teaching at the College for four (4) consecutive semesters or more, excluding summers, credit accumulation shall return to zero (0) for determining both placement on the salary schedule and Unit membership. This provision shall not apply for any semester for which the Unit member has completed and submitted a TA Form but the College has not granted him or her a teaching assignment.
4. Credits accrued while a part-time faculty member is excluded from membership in the Unit, except those excluded by reason of a lack of time at the College, are not counted in determining Bargaining Unit membership.
5. The College will count summer teaching toward the Unit member's accumulated credits for purposes of determining progress through the steps of the salary scale.

6. During years 2013-2014, 2014-2015, 2015-2016, and 2016-2017 of the contract, if the College provides across-the-board wage increases or uniform bonuses in lieu of across-the-board wage increases to College employees, all Unit members shall receive the same increase.
7. Salary Schedule

Credits Taught

UM* - 21	\$3869
22 – 45	\$4065
46 – 72	\$4300
73 – 111	\$4460
112 – 139	\$4757
140+	\$4913

\* Unit membership

For purposes of clarity, the aforementioned salary schedule reflects a 3% negotiated increase effective September 1, 2012 – distributed equally to all steps – from the salary established in the 2006-2010 Collective Bargaining Agreement between the parties.

**ARTICLE XII  
BENEFITS**

1. Professional Development Fund

Unit members are eligible for support funds through the Center for Innovation in Teaching Excellence (CiTE). These funds include faculty grants and various fellowships for which Unit members and full-time faculty and staff may apply. The College shall allocate no less than \$75,000 annually to grants available exclusively for Unit members. Information about faculty grants may be found on the CiTE website. Fellowship opportunities may vary from year to year. In 2013, these fellowships included Innovation Fellowships, Moodle Fellowships, Virtual Learning Fellowships, Service-Learning Fellowships, and Cross-Curricular Fellowships.

2. Illness/Personal Emergency/Professional Development Day

Any Unit member may miss one (1) class per course per semester due to illness or personal emergency, or to accommodate professional development, without penalty providing that notification is given to the Department Chairperson, or his or her departmental designee, prior to the class meeting. Failure to notify according to this procedure will result in loss of compensation for that class meeting. Sick days are not cumulative; they may not be carried over to the next semester.

3. Tuition Remission

See Appendix III.

**ARTICLE XIII  
NO STRIKE / NO LOCKOUT**

1. While this Agreement is in effect, the Association, its officers, and members, agree that it and they will not engage in, or in any way encourage or sanction, any strike, sympathy strike, sit-down, boycott, picketing, or any action in support of a collective bargaining issue which will interrupt or interfere with any operations of the College. Any Unit member who violates the provision of this section shall be discharged by the College. The Association and its officers agree to make a good faith effort to prevent the Association and its members from violating this provision of the Agreement.
2. The College agrees that it shall not lock out any Unit members during the term of this Agreement.

**ARTICLE XIV  
ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals on 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 that right and opportunity are set forth in this, the sole Agreement between the parties regarding wages, hours, and other terms and conditions of employment. Except where the parties agree in writing that a significant issue was not discussed during the negotiations and agree in writing to negotiate only the stated issue, the Agreement cannot be modified during its term. If the parties cannot agree that the issue is significant and/or was overlooked, the matter may be taken to arbitration by either party according to the provisions outlined in Article IX.3.C.

**ARTICLE XV  
REVIEW OF CONTRACT PROVISIONS**

If either party so requests, the following provisions will be subject to review and, if required, revision of procedures necessary to implement them. The College and Association will appoint two (2) members each to conduct the review at eighteen (18) and thirty-six (36) months following the beginning of this agreement:

1. Article I.1, Recognition
2. Article IV.13, Payment for Association Representation
3. Article VII.1, Assignment (including the possibility of including “academic-year appointments” to the Contract)
4. Article VII.2, Reassignment

5. Article VII.3, Instructional Continuity
6. Article VII.4, Remediation for Unsatisfactory Teaching Performance

Only the above provisions are subject to review. Any such changes must be mutually-agreeable.

**ARTICLE XVI  
SEVERABILITY OF CLAUSES AND DURATION**

1. Any provision of this Agreement deemed illegal or invalid in part or in whole by any court or government agency of competent jurisdiction shall not invalidate the entire Agreement or any other part or portion of the Agreement. Either party can initiate a renegotiation of the invalidated provision if permissible by law.
2. The Agreement shall be binding and effective as of September 1, 2013 by both parties and shall expire on August 31, 2017. It shall automatically renew from year to year, unless, at least ninety (90) calendar days prior to any expiration date, either party notifies the other in writing of its desire to terminate or renegotiate this Agreement.

**ARTICLE XVII  
AGREEMENT**

This agreement is entered into this September 24<sup>th</sup> of 2013 by and between the Board of Trustees of Columbia College Chicago and the Part-Time Faculty Association at Columbia College Chicago (P-fac), Illinois Education Association- National Education Association.

For the College

For the Association

---

Kwang-Wu Kim, D.M.A.  
President and CEO

---

Diana Vallera  
President

Negotiating Team  
Barbara Calabrese  
Ted Harwood  
Ellen Krutz  
Louise Love  
Len Strazewski  
Michael Niederman  
Patricia Rios  
David Valadez  
Adam Weiss  
John Wilkin

Negotiating Team  
Susan Tyma  
MaryLou Carroll  
Rosalind Cummings-Yeates  
Christina Gonzalez-Gillett  
Arnie Raiff  
Dale Chapman  
  
Bill Silver  
IEA Representative

**APPENDIX I**  
**Non-Religious, Non-Labor Charitable Organizations**

American Cancer Society

American Heart Association

American Lung Association

American Red Cross

Juvenile Diabetes Foundation

March of Dimes

Mercy Home for Boys and Girls

Mothers Against Drunk Driving

Multiple Sclerosis Society

Muscular Dystrophy Association

National Association for the Advancement of Colored People

National Neurofibromatosis Foundation

P-fac Scholarship Fund at Columbia College Chicago

Salvation Army

St. Jude's Children's Hospital

United Way



**APPENDIX II**

**[Insert Name of Department]Teacher Availability Form  
[Insert Upcoming Semester]**

Name:

Phone Number:

Mailing Address:

In order to assist the Chairperson in preparing the class schedule for the [Insert upcoming semester], the Department asks that you answer the following questions, sign this form, and return it to [Insert individual] before [Insert Date]. You may submit the completed form in person to [Insert Individual] or send it as a PDF to [Insert Email Address].

1.) Have you taught in more than one department at Columbia? YES or NO

If yes, please list the departments:

2.) Please list the courses (course # and name) that you are teaching presently in the current semester:

3.) How many courses and credits are you interested in teaching in the upcoming semester?

4.) Please list the courses that you are qualified for and available to teach during the upcoming semester. Note preferences if you wish (1 = highest preference).

5.) Please list the days and hours that you **ARE** available to teach during the upcoming semester. Note preferences if you wish (1 = best time).

Monday: \_\_\_\_\_ Tuesday: \_\_\_\_\_ Wednesday: \_\_\_\_\_

Thursday: \_\_\_\_\_ Friday: \_\_\_\_\_ Saturday: \_\_\_\_\_

6.) Please list the days and hours that you **ARE NOT** available to teach during the upcoming semester. Note preferences if you wish (1 = best time).

Monday: \_\_\_\_\_ Tuesday: \_\_\_\_\_ Wednesday: \_\_\_\_\_

Thursday: \_\_\_\_\_ Friday: \_\_\_\_\_ Saturday: \_\_\_\_\_

7.) Please use additional space to make any comments that might be useful to the Department in assessing your skills or qualifications for any additional courses that you did not list in your response to #4 and

would like to teach in the upcoming semester (e.g. further training, attainment of advanced degree, additional work experience, etc.). Please also list any such courses here and feel free to attach an updated CV and transcript.

Submission of this form constitutes a request, not a guarantee, of teaching assignment. Further, since course enrollment and program needs, as well as your qualifications and evaluations, determine teaching assignments, no assignment can be considered final until student registration is completed.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **APPENDIX III Tuition Remission**

Unit members may receive tuition remission in the undergraduate division equal to the number of credits taught, to a maximum of six (6) credits per semester. These credits may be used in the semester earned or within one (1) year from the time earned. For example, if six (6) credits were taught in Fall, the six (6) credit remission must be used by the end of the next Fall semester. Credits may be used in the summer session. No more than six (6) credits may be used by a Unit member in any one semester.

The Unit member's immediate family may also receive tuition remission equal to the number of credits taught by a Unit member, to a maximum of three (3) credits per semester. These credits must be used in the semester in which they are earned. Immediate family is defined as a spouse or dependent children.

#### What Tuition Remission Covers

Tuition remission applies only to tuition for classes in the College undergraduate curriculum. It does not cover registration fees, class fees, or classes at any outside contracted agency.

Tuition will only be remitted after applying all other sources of financial aid such as Pell Grants, loans, Illinois State scholarship grants or any of the various scholarship grants available through the College.

If the tuition remission course is not completed, the individual will be liable for all tuition and fees for those courses subject to the College's normal withdrawal refund policy.

#### Registering for Classes

Registration will be subject to class size limitations; places may not be taken which would otherwise be filled by regular students. Individuals applying for tuition remission may register during the open registration period after all continuing and new students have registered.

#### Application Process

An authorization form must be completed and filed with Human Resources by the first week of classes of the semester in which the tuition remission is requested.

If the individual also is applying for financial aid, he or she must submit a tuition waiver request as part of the Student Financial Services Office aid application process. (Forms are available in the Student Financial Services Office.) If this form is not filed, the financial aid award may be reduced retroactively.

## APPENDIX IV

### 1. Who evaluates part-time faculty teaching?

- A. The Office of the Provost (“Provost”) sets College-wide criteria for evaluating teaching performance and administers the Policy. Chairpersons or their designees evaluate part-time faculty teaching under the oversight of the dean of their school. Chairpersons may appoint any tenured or tenure-track faculty members, senior lecturers, or lecturers with two (2) or more years of service at Columbia as their designee.
- B. Throughout the remainder of this Appendix IV, "Chairperson" connotes Chairperson or their designee.

### 2. When is part-time faculty teaching evaluated?

- A. Chairpersons may conduct evaluations of part-time faculty members' teaching under the oversight of the dean. Chairpersons notify faculty members in advance that they will be evaluated.
- B. Chairpersons schedule evaluations of part-time faculty teaching at least:
  - i. Once within faculty members' first two (2) semesters of teaching;
  - ii. Once between thirty-six (36) credits and forty-two (42) credits of teaching, in advance of accumulating fifty-one (51) credits and, thereby, being eligible for course reassignment under the terms of the College's contract with P-fac;
  - iii. Once every eight to ten semesters after fifty-one (51) credits. Chairpersons may make exceptions to this schedule with the approval of their dean.
- C. Chairpersons also conduct evaluations of part-time faculty teachers after fifty-one (51) credits, in compliance with the P-fac contract regarding remediation for poor teaching performance. The P-fac liaison will notify P-fac when such an evaluation is going to be conducted.

### 3. What is evaluated in part-time faculty teaching?

Part-time faculty teaching is evaluated on: 1) compliance with the workload requirements of Article VIII, Section 1 of the 2013-2017 P-fac contract; and 2) performance against College-wide criteria and discipline specific standards for good teaching. Chairpersons may add department-specific criteria. College and department criteria focus on best teaching practices and student learning outcomes.

### 4. How is part-time faculty teaching evaluated?

- A. The Provost sets the College-wide teaching performance criteria in consultation with the deans and with input from Chairpersons and faculty.

- B. Academic Affairs will establish and provide required training for College evaluators. Training is required for those who will conduct evaluations, which may be conducted online or via written materials.
- C. Chairpersons define department specific criteria with the oversight of their dean.
- D. Chairpersons communicate current criteria to all part-time faculty in their department. Part-time faculty members have access to this information at the beginning of any semester in which they teach.
- E. Chairpersons evaluate compliance with the workload requirements of the P-fac contract based on adherence to College, school and department policies and procedures regarding matters such as class attendance and grading.
- F. Chairpersons evaluate performance against the criteria for good teaching by analyzing patterns of evidence from the approved information sources listed below. Evaluators use at least three (3) of these information sources for both the initial evaluation of part-time faculty (i.e., during the first or second semester of teaching) and the second evaluation (i.e., between 36 - 42 credits of teaching). Evaluators use at least two of the approved sources of information for subsequent evaluations conducted after fifty-one (51) credits of teaching have been accumulated.

A classroom observation *must* be used as one of the sources of information, except for faculty who teach online and/or hybrid courses.

The approved sources of information for evaluating teaching performance are:

- i. Standard College-wide student evaluation of courses and teaching;
- ii. Classroom observation by Chairperson or designee;
- iii. Review of teaching materials specific to the faculty member - e.g., syllabi, class assignments, reading lists, quizzes or tests;
- iv. Representative samples of student work;
- v. Student self-assessment of success in accomplishing course learning outcomes.

Should an evaluatee choose to have a peer evaluation or submit a self-assessment of teaching performance (see sections G and H below), these sources will be included in addition to the approved sources of information.

The guidelines for the appropriate collection and use of information from each of these sources are provided by Academic Affairs.

- G. Evaluatees may submit a concise self-assessment of their teaching performance for use as a source of information for the evaluator.

- H. Evaluatees may choose to have a peer evaluation, based on a classroom observation conducted by a trained evaluator (training will be provided by the College) who is a Unit member appointed by P-fac, submitted for use as a source of information for the department evaluator. Such evaluations will be completed and returned to the Chairperson within four (4) weeks after notification to the evaluatee and no later than week 10 of the semester during which the evaluation is conducted.
- I. Departments may use supplemental sources of information with the approval of the dean.
- J. Chairpersons prepare a written report of the evaluation results (the “evaluation report”), following a standard College template.
- K. Chairpersons or their designees will complete evaluations by week 13 of the semester during which the evaluation is conducted. Evaluatees will be notified and shall have access to review and print a copy of the evaluation report by week 13.
- L. Evaluatees may respond in writing to the evaluation report. Evaluatees shall submit such responses to the Chairperson within three (3) weeks of notification of the completion of the evaluation.
- M. Academic Affairs keeps evaluation reports and evaluatees’ responses, in accordance with College personnel policies and practices and relevant terms of the College's contract with P-fac. Deans determine any additional school practices for maintaining evaluation records.
- N. Chairpersons or their designees are strongly encouraged to meet with evaluatees to discuss their teaching performance and the evaluation results.

## **5. Exceptions**

Exceptions to this Policy are made on a case-by-case basis. Where exceptions occur, the Provost and the P-fac president will approve exceptions to who conducts evaluations. Deans may approve exceptions as to when evaluations are conducted.

## APPENDIX V

### Full-time Staff Who Teach As Part Of Their Job Position\*

#### Office of Academic Affairs

- Director, Center for Innovation in Teaching Excellence (one class a year)

#### School of Liberal Arts and Sciences

- Assistant Director for First Year Writing: 1 class/semester
- Associate Director of Poetry and Nonfiction: 1 class/semester
- Assistant Director First Year Seminar: 1 class/semester
- Outreach Coordinators (2)  
    Math and Science (Science Institute) 3 classes/academic year
- Academic Manager HHSS 1 class/semester

#### School of Media Arts

- Academic Manager, Marketing Communications Department: 1 course/aca year
- Academic Manager, Interactive Arts & Media Department: 1 course/aca year
- Director, WCRX (Radio Department) 1-2 courses/semester
- Associate Dean of Innovation and Technology 1 course/aca year

#### School of Fine and Performing Arts

- Academic Managers (9) 1 course/semester  
    (Art + Design  
    AEMM  
    Creative Arts Therapies  
    Dance  
    Fashion Studies  
    Fiction Writing  
    Music  
    Theatre  
    Photography)

\*More than one CCC employee may occupy the same position. For example, the Science & Mathematics Department has two outreach coordinators. Additionally, schools have multiple academic managers.

**MEMORANDUM OF UNDERSTANDING (MOU)**

Columbia College Chicago (“Employer”) and the Part-Time Faculty Association of Columbia (P-Fac) (“Union”) hereby agree that the union shall retain the right to utilize department campus mail slots for distribution of union-approved materials. This agreement shall remain in effect for the duration of the Agreement, subject to future renewal by the parties.

For the Union

For the Employer

\_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_



## **CCC Proposal July 28, 2013**

### **Letter of Agreement**

Ms. Diana Vallera  
Chairperson of the P-Fac Bargaining Team  
Columbia College Chicago  
600 South Michigan Avenue  
Chicago, IL 60605

Dear Diane:

In furtherance of my commitment to work collaboratively with P-fac, I agree to invite P-fac representatives to participate in the College's discussions of the application of the Affordable Care Act "ACA" to bargaining unit members and the College's implementation of any ACA requirements. As you know, these are complex and difficult issues, and information relating to the ACA is not developed enough at this time to enable the parties to have productive discussions. Therefore, the College agrees to meet with P-fac within five months after the date of signing of the 2013 P-fac/Columbia College Chicago Agreement to discuss the application and implementation of the ACA.

This letter will also confirm our agreement that by entering into this Letter of Agreement, neither party waives any of its legal rights related to bargain over the implementation or impact of the ACA.

Dr. Kwang-Wu Kim  
President  
Columbia College Chicago

Accepted and agreed to this 28th day of July, 2013:

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Diana Vallera  
On behalf of the P-fac bargaining unit at Columbia College of Chicago

Letter of Agreement  
July 28, 2013

P-Fac agrees to withdraw its proposal in Article VII, Section 3 without prejudice to its position. The parties acknowledge each side may hold contrasting positions with regard to the interpretation of this section. The union, for its part, by withdrawing its proposal does not waive its position in any future proceedings that the current contractual language does not prohibit the union from grieving procedural violations of the remediation section. By agreeing to this letter, the College, for its part, does not waive its position in any future proceedings that the current contractual language is clear and unambiguous and consistent with the College's interpretation. Neither party will submit this Letter or evidence of bargaining over this issue during the negotiations leading to the 2013-2017 Agreement in any grievance or other forum to resolve a dispute over the interpretation of this contract language.

Recognition  
July 28, 2013

#### Memorandum of Understanding

The parties agree to retain the current recognition clause language (Article I, Section 1). Neither by their agreement to maintain this clause nor through any other discussions between the parties during negotiations shall it be deemed as a waiver of either parties' rights with regard to the composition of the bargaining unit or what positions may be appropriately added to the bargaining unit.

## CCC PROPOSAL July 28, 2013

### GOVERNANCE AND NON-GOVERNANCE COMMITTEE WORK

1. When a search committee is being formed for a Provost, the College President will inform the P-Fac designated spokesperson in writing within ten (10) Working Days of the formal announcement. P-Fac will elect a P-Fac representative and will forward that name to the College President in writing. [already TA'd]

#### 2. Letter of Agreement

Ms. Diana Vallera  
Chairperson of the P-Fac Bargaining Team  
Columbia College Chicago  
600 South Michigan Avenue  
Chicago, IL 60605

Dear Diane:

I am committed to working with P-Fac and other stakeholders at the College to build on the strong history of academic excellence, community and enthusiasm at the College. Together we will successfully chart a course for Columbia College in the 21st Century. As we discussed, I intend to form a strategic planning committee for the College. This letter confirms my commitment to invite P-Fac to participate in the strategic planning committee. Within ten (10) Working Days of the formal announcement of the formation of a strategic planning committee, I will inform the P-Fac designated spokesperson in writing. P-Fac will select the P-Fac representative and advise me in writing.

This letter will also confirm my commitment to working with P-Fac to identify ways for P-Fac representatives to participate on other College-wide initiatives and committees and to contribute on matters related to College governance. As an initial matter, I would like to meet with P-Fac to discuss the budget process and College finances, the operation of academic affairs and the evaluation process. I will schedule an initial meeting within the next 60 days in order to get started.

I look forward to working with P-Fac and its leadership on these important initiatives.

Dr. Kwang-Wu Kim  
President  
Columbia College Chicago

3. The P-Fac designated spokesperson will be invited to make a presentation to the Academic Affairs Committee of the College's Board of Trustees on a semi-annual basis, and at such other times as the Board Chairperson determines is appropriate.

TAs Letters of Agreement  
July 29, 2013

1. The references in the 2012-2017 Agreement to full time staff who the College asserts are required to teach as part of their job position, does not indicate the Union's agreement with the College's position, nor waive any rights that the Union may have to challenge such position.

2. With regard to the GSI Program and the utilization of graduate students to teach, the College agrees to meet with P-fac to discuss expansion in the utilization of graduate students to teach course sections. The College will provide P-fac at least 60 days' notice and opportunity to meet and confer on such changes. Finally, the College will invite P-fac to participate in more strategic discussions about the graduate programs. This will not constitute the Union's waiver to engage in effects bargaining.

**TA**  
**Wages and Term**

**Term:** 4 – years from DOS

**Salary Increase:** All unit members shall receive an initial 3% increase effective September 1, 2012, such increase will be applied to all steps in the wage scale. The College will pay the retroactive wages to unit members within 60 days from date of signing of the Agreement.

**Article XI**  
**Salary**

1. The following schedule represents the compensation for a three (3) credit hour course. Compensation for courses totaling other than three (3) credits shall be prorated according to this schedule. P-Fac shall be informed should the College wish to implement an exception to these rates. Any exception shall be mutually agreed upon by the parties.
2. Movement from one step to the next is achieved in the semester following the completion of the stated credit hours as shown on the salary schedule.
3. If there is interruption in classroom teaching at the College for four consecutive semesters or more, excluding summers, credit accumulation shall return to zero for determining both placement on the salary schedule and unit membership. This provision shall not apply for any semester for which the unit member has filled out a request for assignment but has not been granted a teaching assignment.
4. Credits accrued while a part-time faculty member is excluded from membership in the unit, except those excluded by reason of a lack of time at the College, are not counted in determining bargaining unit membership.
5. Summer teaching will be counted toward the unit member's accumulated credit hours for purposes of determining progress through steps of the salary scale.
6. During the first, second, third and fourth years of the contract, if the College provides across the board wage increases or uniform bonuses in lieu of across the board wage increases to College employees, all unit members shall receive the same increase.

November 22, 2013

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**Course Assignments/Credits**

This following agreement is entered into by the Part-time Faculty Association of Columbia (the “Union”) and Columbia College of Chicago (the “College”).

Whereas, during the implementation of the 2013 Collective Bargaining Agreement (the “CBA”), the parties established a Working Group to address contract interpretation issues and questions that arose between the parties; and

Whereas, during the implementation of the new assignment process set forth in Article VII.C. (Appointment/Reappointment) of the CBA, the Working Group decided that a strict application of the words “course(s)” and “course section(s)” could lead to assignments that were inconsistent with the parties’ intent during bargaining; and

Whereas, the parties desire to clarify their intent regarding Article VII.C.

Now therefore, the parties hereby agree to the following principles regarding the definitions of “course(s)” and “course section(s)” in the application of Article VII.C.:

1. The goal is to initially provide each bargaining unit member, with (i) 51 or more credit hours two courses with at least 6 credit hours, if possible; (ii) over 200 credit hours three courses with at least 9 credit hours, if possible; and (iii) those with between 33-50 credit hours one course with at least 3 credit hours, if possible, all in accordance with Article VII.C.

2. If there are fewer available classes than qualified bargaining unit members, e.g. not all members in group “A” (51 and more credit hours) will receive two course assignments or will received less than 6 credit hours, then consideration should be given to assigning classes to bargaining unit members who have been assigned courses fewer credit hours than the goal.

3. Examples:

a. Bargaining unit member U (Group A) has a course assignment with 6 credit hours and bargaining unit member V (also Group A) has a course assignment with 3 credit hours. There is only one remaining class and both are qualified and seeking the assignment. In this situation, V should receive the assignment to get her/him closer to 6 credit hours.

b. Bargaining unit member W(Group A) has one course assignment with 4 credit hours and bargaining unit member X (also Group A) has two course assignments, each with 3 credit hours (6 total). There is one remaining class with 3 credit hours, and both are qualified and seeking the assignment. In this situation, W should receive the

assignment (course assignments will total 7 credit hours) to get her/him closer to the goal of 6 credit hours.

c. Bargaining unit member Y (Group A) has two course assignments totaling 5 credit hours and bargaining unit member Z (Group A Prime) has two course assignments totaling 5 credit hours. There is only one remaining class (3 credit hours) and both are qualified and seeking assignment. In this situation, Z should receive the assignment to get her/him closer to 9 credit hours.

4. The other terms and conditions of the assignment process and CBA are not modified by this MOU.

5. The College shall promptly notify Department Chairs and others involved in the assignment process and the Union will notify its representatives of this interpretation.

**For the Union**

**For the College**

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\_\_\_\_\_

**Date:**\_\_\_\_\_

**Date:**\_\_\_\_\_



**MEMORANDUM OF UNDERSTANDING (MOU)**  
**Part-time Staff**

This following agreement is entered into by the Part-time Faculty Association of Columbia (the "Union") and Columbia College of Chicago (the "College").

Whereas, certain part-time staff at Columbia College also have been hired by the College as part-time faculty.

Now therefore, the parties hereby agree to the following terms and conditions regarding part-time staff who teach as part-time faculty at the College:

1. A part-time staff person who has completed teaching at least one semester at the College is recognized as a member of the Union's bargaining unit in accordance with Article I (Recognition and Definitions) of the Collective Bargaining Agreement ("CBA") between the parties, and subject to all terms and conditions contained therein.
2. Eligibility to receive course assignments shall be handled in accordance with the provisions of the CBA. The Union shall inform the College of any unit member who has not met their financial obligation per Article III, Section 1.(B).
3. Part-time staff who are members of the Union's bargaining unit shall be retroactively and prospectively credited with their credit hours consistent with the CBA and for all purposes identified in the CBA, including placement on the salary schedule. He/she shall be considered for class assignments in accordance with the CBA.
4. The College agrees to include the names of part-time staff who have completed teaching at least one semester at the College on the Unit Eligibility List provided to the Union in accordance with Article IV, Paragraph 10.
5. The Union agrees that it will not seek a payment for back dues from the College. The Union reserves the right to place the names of part-time faculty covered by this MOU on the "do not rehire" list if they do not satisfy their financial obligations to the Union in accordance with the CBA.
6. The College shall promptly notify Department Chairs and others involved in the assignment process and the Union will notify its representatives of this interpretation.

**For the Union**

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**Date:**\_\_\_\_\_

**For the College**

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**Date:**\_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**Former Graduate Students**

This following agreement is entered into by the Part-time Faculty Association of Columbia (the "Union") and Columbia College of Chicago (the "College").

In acknowledgement of the fact that certain graduate students who taught classes at Columbia College were ultimately hired by the College as part-time faculty, and in some cases were erroneously provided credits for the classes they taught while graduate students, the parties hereby agree to the following terms to correct the errors:

1. Any graduate student who is now (or later becomes) a member of the Union's bargaining unit and who has been awarded credits for classes taught as a graduate student (a "Credited Grad Student") shall have such hours removed from his/her current credits for purposes related to Article VII ("Assignment/Reassignment") of the Collective Bargaining Agreement ("CBA"). This paragraph will not apply to part-time faculty who became graduate students after they were teaching as members of the Union's bargaining unit, and they shall retain the credits they earned while members of the bargaining unit.
  
2. With regard to Article X (Salary) of the CBA, the parties agree that any Credited Graduate Student who has had her/his accumulated credits reduced in accordance with this MOU, shall not have her/his placement on the salary schedule adjusted to reflect the reduced credits (her/his "Protected Salary"). The Credited Graduate Student shall be paid in accordance with her/his Protected Salary. The Credited Graduate Student's advancement on the salary schedule shall recommence when she/he attains credits equivalent to her/his Protected Salary, i.e. they shall be 'red-circled' until their accrued credits catch up with their salary.
  
3. The parties further agree that, for purposes of Article VII of the Collective Bargaining Agreement, any former or future graduate student hired by the College as a part-time faculty member, shall enter into the Union's bargaining unit with zero credits, i.e. no credits shall be earned during his/her tenure as a graduate student.
  
4. The College shall promptly notify Department Chairs and others involved in the assignment process and the Union will notify its representatives of this interpretation.

**For the Union**

**For the College**

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**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING(MOU)**  
**Pay for Meetings and Committee Work**

The following agreement is entered into by the Part-time Faculty Association of Columbia (the “Union”) and Columbia College of Chicago (the “College”).

Whereas, during the implementation of the 2013 Collective Bargaining Agreement (the “CBA”), the parties established a Working Group to address contract interpretation issues and questions that arose between the parties; and

Whereas, during the implementation of paragraph 8 of ARTICLE VI (Governance and Non-Governance Committee Work) of the CBA, the Working Group decided that a clarification of the payment for meetings and related work.

Now therefore, the parties hereby agree to the following principles regarding the application of Article VI.8:

1. For the following meetings, the College will pay each unit member in attendance a minimum rate of \$75 per meeting lasting up to three (3) hours. For meetings lasting more than three (3) hours, each attending unit member will be paid \$125 per meeting.

- One contract-mandated department meeting each academic year for all full- and part-time faculty (Section VI.2).
- Search committees for department chair, dean, or provost (Sections VI.3-5).
- Department curriculum committee meetings (Section VI.7).
- Required non-governance committee or ad hoc task force work (Section VI.8).
- Required department or college in-service education or training (Section VI.9).
- Training for peer evaluation (Appendix IV.H).

2. The College will not be required to pay unit members for attendance at the following meetings, but in the event that the Union is invited to participate in other governance meetings, the College will meet and confer with the Union regarding any proposal related to pay for such governance work:

- Department meeting each semester with department chair, departmental representatives and academic coordinators (Section VI.1).
- Search Committee for the college president (Section VI.6).
- Governance Meetings (e.g., College Assembly, Faculty Senate).
- Monthly departmental meetings not required by the CBA.
- Course coordinator meetings (group or individual).
- Class observations for peer evaluation.

3. The College shall promptly notify Department Chairs and others involved in the payment of meetings and the Union will notify its representatives of this interpretation.

For the Union

For the College

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Date:\_\_\_\_\_

Date:\_\_\_\_\_