

**Agreement Between**  
**Columbia College Chicago**  
**and**  
**The Part-time Faculty Association at Columbia College Chicago**  
**P-Fac - IEA/NEA**

**2006-2010**

## TABLE OF CONTENTS

ARTICLE I	Recognition and Definitions Recognition Definitions	1
ARTICLE II	Management Rights	2
ARTICLE III	Association Rights Association Security Dues Checkoff Save Harmless	2-4
ARTICLE IV	College – Association Relationship President – Association Meetings Bulletin Boards / Website Notification of Full-time positions Office Space Copy Machine Campus Mail Meeting Space Personnel File Evaluation Unit Eligibility List Indemnification Copy of Agreement	4-7
ARTICLE V	Academic Freedom	7
ARTICLE VI	Governance Payment for Committee Work	7-8
ARTICLE VII	Appointment / Reappointment Instructional Continuity Remediation for Unsatisfactory Teaching Performance Academic-Year Appointments	8-10
ARTICLE VIII	Workload	10-11
ARTICLE IX	Grievance Procedure Definition Informal Resolution Formal Proceedings	11-12
ARTICLE X	Disciplinary Appeal Procedures	12-13
ARTICLE XI	Salary	13
ARTICLE XII	Benefits Contract Administration Professional Development Fund Tuition Remission Union Leave	14
ARTICLE XIII	No Strike / No Lockout	14

ARTICLE XIV	Entire Agreement	15
ARTICLE XV	Review of Contract Provisions	15
ARTICLE XVI	Separability and Duration	15
ARTICLE XVII	Agreement	16
APPENDIX I	Non-Religious, Non-Labor Charitable Organizations	17
APPENDIX II	Teacher Availability Form	18
APPENDIX III	Tuition Remission	19

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 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/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/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. This list shall be updated by the Association whenever a change is made.

ARTICLE II  
**MANAGEMENT RIGHTS**

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.

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 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: (1) 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 (2) 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/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 15th 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 check-off, the College is responsible for correcting the errors or making applicable adjustments with respect to dues check-off.

### 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 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 and/or his/her designee shall meet with the Steering Committee of the Association to discuss issues of mutual interest not less than once in an 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 Association shall also be permitted to link its official website to that of the College, subject to the College's web policies and procedures.

### 3. Notification of Full-time positions

- A. When a new full-time faculty position is authorized, or an existing vacant full-time faculty position is to be filled, a notification of such position will be posted on the appropriate College Departmental bulletin board and on the College Website. A copy of such notice will be sent to the Association president.
- B. A unit member who applies for a full-time position using appropriate application procedures shall have his or her application processed in accordance with the hiring procedures established for the position. As part of the review of an application of a unit member, the

unit member's teaching experience at Columbia College Chicago shall be considered. 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 reasonable access to the distribution of campus mail for Association business for use consistent with College policy and procedures.

#### 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

The College shall keep one personnel file for each unit member, provided, however, that student evaluations and medical records may be kept separately, and supervisors may keep working files.

During employment and for one year after termination of employment, each unit member shall have the right to make an examination of his or her personnel file upon seven 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/her file one more time even if he/she has exceeded the yearly limit. At the employee's request, a representative of the Association may accompany the employee 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 unit member's representative shall remove any material from the file. The right of the employee or the employee's designated representative to inspect his or her personnel file does not apply to:

- (a) Letters of reference for that unit member, or external peer review documents;
- (b) 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.
- (c) Records relevant to any other pending claim between the College and employee which may be discovered in a judicial proceeding.
- (d) Investigatory or security records maintained by the College to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the College's property, operations or business or could, by the employee's activity, cause the College financial liability, unless and until the College takes adverse personnel actions based on information in such records.

- (e) Records which are not disclosable under a court order or applicable law.

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 (a) – (g) 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

Within twenty-four months of ratification of this Agreement, the College shall implement a multi-measure evaluation procedure for part-time faculty that may include, but not be limited to, in-class observations of the employee's teaching performance, student and peer evaluations and other relevant information that provides evidence of teaching effectiveness. The procedures and evaluation instruments shall be designed by the Center for Evaluation in consultation with the Evaluation Committee of the College Council and the Association, under the leadership of the Provost or the Provost's designee. Part-time faculty members shall receive dated copies of their teaching evaluations; a dated copy of the evaluation shall also be placed in the faculty member's personnel file.

## 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. The list shall include name, address, College email address, and department. The College shall also provide the Association with a list of first semester 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.

## 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 III (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:
  - 1. The College gives immediate notice of any claim covered by this indemnification provision, in writing to the Association and permits the Association intervention as a party if it so desires, and
  - 2. 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 Office of the Provost will ascertain that copies of the agreement shall be on reserve in the Library. The Department Representative shall post one copy of the agreement on a bulletin board in each academic department.

### ARTICLE V **ACADEMIC FREEDOM**

The College hereby reaffirms that all members of the College faculty, regardless of their employment status, are entitled to academic freedom, as currently defined in the Faculty Handbook or as may be revised from time to time in consultation with the Association.

### ARTICLE VI **GOVERNANCE**

1. Departmental Representatives shall meet with academic department chairs, coordinators, and directors jointly at least once in the Fall and once in the Spring semesters to discuss issues and concerns; however, these meetings shall not include discussions about modifications to this Agreement during its term.
2. Each department shall hold a joint meeting of full- and part-time faculty members at least once each academic year.
3. P-fac Representatives, one of whom is the President of P-Fac, shall be members of the Columbia College Council. In addition to the President, one representative and one alternate from each of the Schools will be appointed by P-Fac as governed by the Columbia College Council bylaws. The names of the representatives and alternates shall be forwarded in writing to the Provost and Secretary of College Council by April 15.
4. When a search committee is being formed for a department chair, the Dean will inform the P-Fac President in writing. P-Fac will elect a P-Fac representative from the appropriate department and will forward the name to the Provost in writing.
5. When a search committee is being formed for a Dean, the Provost will inform the P-Fac President in writing. P-Fac will elect a P-Fac representative from the appropriate School and will forward that name to the Provost in writing.
6. When a search committee is being formed for a Provost, the President will inform the P-Fac President in writing. P-Fac will elect a P-Fac representative and will forward that name to the President in writing.
7. Effective May 31, 2006, when a search committee is being formed for a President, the Board of Trustees Chair will inform the P-Fac President in writing. P-Fac will elect a P-Fac representative and will forward that name to the Board of Trustees' Liaison Committee in writing in a timely manner.
8. Payment for Committee Work

If a unit member is asked to work on a non-governance committee, that unit member shall be paid at the rate of \$50 per regularly scheduled meeting. Attendance will be verified by the Committee Chairperson. Non-governance committees are Search Committees (except the Presidential Search Committee), ad hoc College committees, and departmental committees. Governance committees are the Columbia College Council and all of its committees.

ARTICLE VII  
**APPOINTMENT/REAPPOINTMENT**

1. When appropriate under the conditions stated here, the Chairperson 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:
  - A. The unit member must have taught a minimum of 51 credit hours at the College.
  - B. The unit member has lost an assigned course due to low enrollment or to accommodate a full-time faculty member's need for re-assignment. This circumstance applies when the unit member would have fewer than two classes for that term.
  - C. The unit member must have taught the course at Columbia to which he or she is reassigned in any one of the three semesters prior to the term in which reassignment takes place if, in the judgment of the department Chairperson, the course is substantially the same as when the unit member last taught it, or if the Chairperson approves an exception to this provision.
  - D. Unit members undergoing remediation may be limited to one course at the discretion of the department Chairperson.

In any case reassignment will apply only until such time as the eligible unit member's teaching assignment reaches two classes.

Unit members who meet the criteria described above may only be reassigned courses originally assigned to another part-time faculty member who:

- A. has taught fewer than 21 credit hours;
- B. does not have special skills, knowledge or certification germane to the particular course or section; and
- C. is not assigned a section designated in ways such as, but not limited to, mode of delivery, venue, or special audiences.

In the event that a conflict arises between two unit members in the re-assignment of classes, first priority will be given to the unit member who would have no classes, secondly to the unit member who has accumulated more credits; and in the case of a dead heat, the tie will be broken by the flip of a coin.

2. **Instructional Continuity**

In order to provide instructional continuity for unit members who have taught 51 or more credit hours, the department Chairperson or his/her designee will follow the following procedures. It is strongly recommended that these procedures be followed in the case of all part-time faculty.

- A. If a class is dropped from the schedule that a unit member routinely teaches, the unit member must be notified. Every effort must be made 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 criteria of Article VII Section 1 above are met.
- B. If a class for which a unit member is scheduled is cancelled for lack of sufficient enrollment, the unit member will be advised before the beginning of classes. The possibility of teaching a different class will be explored.

- C. If any class routinely taught by a unit member is altered significantly, the unit member must be notified in a timely manner. If it is determined by the department that the unit member is not qualified to teach the altered course, a reasonable effort will be made to find another course 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 criteria of Article VII Section 1 above are met.
- D. If a determination is made by the department Chairperson that a unit member's behavior is in question, the unit member must be notified; and if requested by the unit member, a meeting will be scheduled between the unit member and the Chairperson. A description of the problem and the expected change(s) in behavior must be explained to the unit member at that meeting. If the problem warrants a formal warning, the warning and the potential consequences must be put in writing. A copy of this warning and supporting documentation, if any, will be placed in the unit member's official personnel file. The unit member may offer a written response to the Chairperson, with a copy and any supporting documentation to be placed in his/her official personnel file.

It is understood that the purpose of the above procedures is to offer instructional continuity to unit members with over 51 credit hours of service to the College. The final decision of who teaches each course is the sole prerogative of the department Chairperson.

### 3. Remediation for Unsatisfactory Teaching Performance

- A. If a unit member who has taught at least 51 credit hours 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/her designee shall notify the unit member of his/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/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 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 3 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.

4. Every semester, each department assistant shall distribute a teaching availability form to part-time faculty at least three weeks before the due date for completing the course schedule for the following semester. The form shall be returned to the department assistant not later than two weeks before the due date for completing the course schedule. The receipt and submission of a teaching availability 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 form is attached to this Agreement as Appendix II. This form may be altered in order to gain additional information necessary to the department, but each form must include at least the following: Name, date, telephone number, semester in question, explanation of the form's purpose, procedure for returning the form, place to return the form, courses that the part-time faculty member feels qualified to teach, days and hours available to teach, 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 designate in assessing skills or qualifications for any of the courses that the part-time faculty member wishes to teach. In addition, every 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.

5. Academic-Year Appointments

The College will offer a limited number of Academic-Year Appointments to unit members. A unit member will be eligible who has taught more than 51 credits, can provide substantive evidence of a sustained period of effective teaching and will, in the judgment of the department chairperson, offer sufficient instructional flexibility to the academic department.

Appointments are renewable for only one academic year beyond the original appointment; reapplication is required. A period of three (3) Academic Years must elapse before a unit member is eligible to apply for another Academic Year appointment.

## 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. Any unit member may miss one class per course per semester due to illness or personal emergency without penalty providing that notification is given to the 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.

4. Subject to availability, unit members shall have access to normal instructional support services, including school office space, clerical assistance, and computer services.
5. No unit member shall teach more than eighteen (18) credit hours per academic year and no more than twelve (12) credit hours per semester, regardless of department.
6. 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 \$25.00 per session. 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.
7. 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 fee of \$100.00.
8. 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.
9. 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 parties agree to use their best efforts to encourage informal and prompt resolution of grievances. The grieving party(ies) shall request a meeting with his/her department Chairperson as soon as possible after the event giving rise to the complaint, but not later than fifteen (15) working days after its occurrence. At the unit member's request, a representative of the Association may participate. A person chosen by the Chairperson may also attend. The Chairperson's decision is subject to approval by the appropriate administrator. The decision shall be rendered within ten (10) working days of the meeting. If the unit member is not satisfied with the Chairperson's decision, as approved by the appropriate administrator, he/she may initiate formal proceedings.

3. Formal Proceedings

Step 1

Within thirty-five (35) working days after the grieving party(ies) 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 (Liaison). The grievance must cite the Article 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; the facts supporting the grievance, and the requested remedy. A copy shall be sent to the Association by the grievant. Within ten (10) working days, the Liaison or his/her designee, shall meet with the grievant and, if requested by the grievant, a

representative of the Association for the purpose of resolving the grievance. The Liaison may also gather information from any appropriate sources. Within ten (10) working days of the meeting, the Liaison or his/her designee shall render a decision, in writing, with copies sent to the grievant(s) and the Association, and appropriate College personnel.

#### Step 2

If the grievance is not resolved at Step 1, the grievant may submit the grievance in writing to the Provost/Vice President for Academic Affairs, or his/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/her designee, shall meet with the grievant and a representative of the Association for the purpose of resolving the grievance. Within ten (10) working days of the meeting, the Provost shall render a decision in writing, with copies sent to the grievant(s) and the Association and appropriate College personnel.

#### 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 collective bargaining agreements. In the event they cannot agree, then each shall submit a list of three (3) arbitrators, with experience arbitrating grievances under collective bargaining agreements and each side will take turns striking one unacceptable name until only one 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, in cases involving the discipline of an employee, is limited to determining whether the infraction the employee is accused of committing occurred. The arbitration shall be conducted in accordance with this Article and the procedures agreed to by the Association and the College.

4. 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 DISCIPLINARY APPEAL PROCEDURES

1. The College may suspend, with or without pay, discharge, or take other appropriate disciplinary action against a unit member for just cause. Disciplinary action may be taken for misconduct, i.e. an alleged act, omission, or failure to act. For purposes of this Agreement, "discharge" shall mean termination of employment during a semester 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.
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 and the College to inform him/her of the contemplated disciplinary action and the reason for it. The unit member, who may be accompanied by a representative of his/her choosing, 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 its implementation. 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 are documented and placed in a unit member's file. A dated copy of the reprimand, warning or cautionary statement will be sent to the unit member. The unit member will have up to twenty (20) working days from receipt of the document to submit a response; however, neither the College nor the unit member will be prejudiced if either fails to comply with the procedure outlined in this paragraph. Only documented disciplinary action is grievable.
5. Within thirty-five (35) working days of the day the unit member learned that he/she would be suspended or discharged, the unit member may grieve this decision in writing following procedures outlined in Article IX, except when the College's action or decision is subject to internal review or appeal under the policy prohibiting discrimination and harassment, then the College's action is not subject to grievance or arbitration.

**ARTICLE XI  
SALARY**

1. The following schedule represents minimum compensation for a three (3) credit hour course. Compensation for courses totaling other than three credits shall be prorated according to this schedule. This schedule shall be effective January 1, 2006.
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.
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. Beginning with the Summer 2002 session, summer teaching will be counted toward the unit member's accumulated credit hours for purposes of determining progress through steps of the salary scale.

<u>Credits Taught</u>	<u>Jan-Aug 06</u>	<u>06/07</u>	<u>07/08</u>	<u>08/09</u>	<u>09/10</u>
UM* – 21	3150	3270	3435	3597	3756
22-45	3430	3527	3630	3790	3947
46-72	3710	3784	3860	4019	4175
73-111	3890	3942	4022	4178	4330
112-139	4180	4230	4300	4417	4618
140+	4370	4425	4510	4698	4770

\*Unit Membership

**ARTICLE XII  
BENEFITS**

1. Contract Administration

A maximum of six unit members per semester will be paid \$3,000, per unit member, for the semester, as contract administration leave. Such unit members will provide services for the benefit of the College and the Association in administering the collective bargaining agreement, including without limitation, providing information and other orientation services to new part-time faculty members, assisting the College in administering the provisions of Article III, and investigating and resolving grievances. 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 hours per week, for at least 35 weeks per calendar year, in addition to the unit members' regular teaching responsibilities. To qualify for contract administration leave payments during a semester, such unit members must be teaching at least one course during that semester and must not be under going remediation.

A maximum of two unit members will be paid \$3000, per unit member, for the summer as contract administration leave. They will be available for at least a combined total of 10 hours per week for the 15 weeks that the office is not otherwise staffed. They will be responsible for the services listed above and have the same qualifications as the Fall and Spring service providers described above.

2. Professional Development Fund

The College shall continue to support professional development for part-time faculty through a discrete line item in the Provost's budget.

3. Tuition Remission

See Appendix III.

4. Union Leave

Upon recommendation of the Association, unit members who are representing the Association at an Illinois Education Association or National Education Association event may be given leave from their classroom obligations by the College. Such leave must be requested of the department chair, in writing, no less than one month before the expected absence and shall not be given for more than one class session per semester for each class taught in a given semester.

**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 Step 3 of Article IX.

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. Two members each will be appointed by the College and the Association to conduct the review at 18 and 36 months following the beginning of this agreement:

1. Article I.1, Recognition
2. Article IV.9, Evaluation
3. Article VII.2, Instructional Continuity
4. Article VII.3, Remediation
5. Article VII.5, Academic-Year Appointments
6. Article XII.1, Contract Administration

Only the above provisions are subject to review.

ARTICLE XVI  
**SEPARABILITY 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 the date of ratification by both parties and shall expire on August 31, 2010 and thereafter shall be automatically renewed from year to year unless at least 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 \_\_\_\_\_ 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

\_\_\_\_\_  
Warrick L. Carter  
President

\_\_\_\_\_  
Janina Ciezadlo  
President, P-Fac

Negotiating Team  
Janice Garfield  
Steven Kapelke  
Annice Kelly  
Margaret Sullivan

Negotiating Team  
Julian Brown  
Peter Insley  
Joe Laiacona  
Ellen Shapiro

B. Diane Davis, Consultant  
IEA/NEA

## APPENDIX I

### NON-RELIGIOUS, NON-LABOR CHARITABLE ORGANIZATIONS

American Cancer Society  
American Heart Association  
American Lung Association  
American Red Cross  
Illinois Association for Retarded People  
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  
Shriners Hospital for Crippled Children  
St. Jude's Children's Hospital  
United Way

APPENDIX II

*Name of Department*

**Teacher Availability Form**

**Please Complete Contact Information:**

**Name:**

**Mailing Address:**

**Telephone Number Where Messages Can Be Left:**

In order to assist the Chairperson in preparing a preliminary schedule for the upcoming semester, the Department asks that you answer the following questions, sign the form, and return it to the Department (specify which one: administrative assistant, program director, program coordinator) before

\_\_\_\_\_

**Do you teach in more than one Department? YES or NO**

If yes, please list them: \_\_\_\_\_

**How many credit hours / courses are you interested in teaching \_ specify semester \_\_ semester?**

Please list existing course(s) that you are qualified and available to teach during the upcoming semester.  
*Note preferences if you wish.*

***If there are other courses you want to teach, please list them, attach a current resume and inform the program director you would like a discussion.***

*I would like to teach the following:*

**What is your IDEAL TEACHING SCHEDULE? *Please specify days and times***

**What other days and times are you available to teach?**

*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.*

***This Request Has Been Submitted By:*** \_\_\_\_\_  
Signature Date

## APPENDIX III

### Tuition Remission

Part-time faculty members may receive tuition remission in the undergraduate division equal to the number of credit hours taught - to a maximum of six credit hours per semester. These credits may be used in the semester earned or within one 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 part-timer in any one semester.

The Unit Members' immediate family may also receive tuition remission equal to the number of credit hours taught by a part-time faculty member - to a maximum of three (3) credit hours per semester. These credits must be used in the semester in which they are earned. Immediate family is defined as 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, 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 the Bursar 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, a tuition waiver request must be submitted 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.

December 15, 2005

Mr. Joseph Laiacona  
Chairman, PFAC Bargaining Team  
Columbia College Chicago  
600 South Michigan Avenue  
Chicago, IL 60605

Dear Joe:

As the College and P-Fac have been discussing for several months, the College will provide the services outlined below as a way to help P-FAC provide benefits to its members. It is understood that the College is not a sponsor of any benefit plan chosen by P-Fac for its members and that the College will not be financially or legally bound by any benefits plan chosen by P-Fac for its members.

The College will provide:

- low-level administrative work;
- a payroll deduction system as a pass through for P-Fac members to pay their premium; and
- remittal of payroll deductions to benefit providers and third party administrators.

Columbia College Chicago will also work with P-FAC to make its benefit program information available to its new unit members.

The College looks forward to continued cooperation with PFAC to ensure the success of its program.

Warrick L. Carter  
President  
Columbia College Chicago