RESOLUTION

TO APPROVE

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF COOK COUNTY COMMUNITY COLLEGE
DISTRICT NO. 508
AND
THE CITY COLLEGES OF CHICAGO CONTINGENT LABOR ORGANIZING
COMMITTEE, IEA-NEA

WHEREAS, the Board and the City Colleges of Chicago Contingent Labor Organizing Committee IEA-NEA (CCCLOC) are parties to a collective bargaining agreement for part-time faculty members and part-time librarians effective January 12, 2004 which expired on June 30, 2005, and

WHEREAS, City Colleges of Chicago representatives have engaged in good faith collective bargaining with representatives of CCCLOC as required by law and have reached agreement with respect to changes in wages, hours and other terms and conditions of employment of the employees represented by CCCLOC; and

WHEREAS, the agreements are set forth in the attached tentative agreement dated August 4, 2005; and

WHEREAS, the Chancellor recommends that the Board approve the agreement with CCCLOC and authorize the Chancellor or his designee to draft collective a bargaining agreement consistent with the attached tentative agreements to be submitted for execution by CCCLOC and the Board Chairman.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, hereby:

1. Approves the tentative agreements reached by the City Colleges of Chicago representatives and CCCLOC; and;

2. Authorizes the Chancellor or his designee to draft a collective bargaining agreement consistent with the attached tentative agreement dated August 4, 2005 and submit the collective bargaining agreement for execution by CCCLOC and the Board Chairman.

Respectfully Submitted,

Wayne D. Watson

August 4, 2005
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<th>PROVISION</th>
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<td><strong>Agreed Issues</strong></td>
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| **Article III. Recognition**<br>A. Description of the Unit: | The Board hereby recognizes the Union as the sole and exclusive bargaining representative for a unit of employees as follows:  
- All part-time librarians who complete work assignments in two (2) consecutive semesters and who begin a work assignment for the next semester;  
- All part-time faculty (known as part-time credit lecturers), except retired full-time faculty teaching part-time, who have taught three (3) credit hours or more in two (2) consecutive semesters and who continue to teach three (3) credit hours or more per semester. |
| **Article III. Recognition**<br>B. | Maintenance of Inclusion – Part-time Faculty Member: Any part-time faculty member who qualifies for initial bargaining unit inclusion but who subsequently fails to meet the eligibility criteria set forth in Article III, Section A, shall remain a bargaining unit member subject to the terms and conditions of this Agreement for two (2) consecutive semesters. If the part-time faculty member does not teach at least three (3) credit hours for two (2) consecutive semesters, the part-time faculty member fails to meet the eligibility criteria, and the part-time faculty member ceases to be a member of the bargaining unit after the end of the third semester of failing to meet the eligibility criteria. |
| **Article III. Recognition**<br>C. | Maintenance of Inclusion – Part-time Librarian: Any part-time librarian who qualifies for initial bargaining unit inclusion but who subsequently fails to meet the eligibility criteria set forth in Article III, Section A, shall remain a bargaining unit |

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member subject to the terms and conditions of this Agreement for two (2) consecutive semesters. If the part-time librarian does not have a work assignment for two (2) consecutive semesters, the part-time librarian fails to meet the eligibility criteria, and the part-time librarian ceases to be a member of the bargaining unit after the end of the third semester of failing to meet the eligibility criteria.

| Article III. Recognition  
D. Re-Eligibility. | Any part-time faculty member or part-time librarian who is removed from the bargaining unit because s/he does not meet the eligibility criteria set forth in Article III, Sections A, B or C, will re-qualify for eligibility for inclusion in the unit only after satisfying the eligibility criteria set forth in Article III, Section A. |
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| Article III. Recognition  
E. | Semi-Annual Determination of the Unit: The Board will determine unit membership each August and January based upon the criteria set forth in this Article and part-time faculty and part-time librarians will be included or excluded from the unit based upon the Board’s determination effective with the Fall and Spring Semester registration. The Board will notify the Union of the unit determination at least ten (10) business days prior to the commencement of the Fall and Spring Semester each year. |
| Article V. Union Rights  
M. | Current Assignment List: Each semester the Board will forward to the Union on the first day of classes, a list of all part-time faculty members assigned to a class as of that date. |
| Article VI. Working Conditions  
D. Office Space, Telephones, Electronic Mail Accounts, and Computer Equipment and Software  
2. | Each office shall have a telephone to accommodate usage anticipated by the College. Voice mail access is not guaranteed. Each office shall be equipped with a personal computer, software according to the District standard as determined by OIT and access to a printer. |
<p>| Article VII. Part-time Faculty Rights | Complete and up-to-date copies of the |</p>
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<th>Personnel Files 4.</th>
<th>transcripts and records of certifications, licensures and professional development activities or other qualifications of the part-time faculty member shall be maintained in this file as the documents have been provided by the part-time faculty member to the college’s Human Resources Department.</th>
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| **Article VIII. Job Security**<br>E.2.a Availability for Assignment/Assignment Preference | Both sentence one and sentence two to include the language…
...shall indicate the disciplines or course sections in which the College has qualified them to teach, the days and times on which they are available to teach, the college(s) at which they are available to teach, and reliable contact information. |
| **Article VIII. Job Security**<br>c. ii | … the College shall make offers of contingent assignment to available qualified part-time faculty members in the bargaining unit who have been assigned at the College previously in order of seniority, with the most senior receiving the first available course assignment for which he/she is available to teach. Then the College shall offer a course assignment to available qualified part-time faculty who are subject to this Agreement and who have not been assigned at the College previously in order of seniority. |
| **Article VIII. Job Security**<br>G. Full-Time Job Opportunities. | The Board’s Office of Human Resources shall transmit copies of all full-time faculty job opportunity postings to the President of the Union. The Board shall post all such notices on the District web site and at each College Human Resource or Personnel Office. Part-time faculty members who meet the minimum qualifications for the full-time faculty position are encouraged to apply. For each vacancy, Departmental hiring committees charged with screening applications, interviewing qualified applicants, and recommending for hire full-time candidates to the College administration shall interview at least one (1) part-time faculty member who has applied and who meets the minimum qualifications for hire. The |
Departmental hiring committees shall recommend that the College Administration consider and interview at least one (1) part-time faculty member who has applied and who meets the minimum qualifications for hire.

**Article X. Part-time Faculty Compensation**

**B. Over-enrollment Pay**

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

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

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

**Article XI. Part-time Faculty**

**D. Tuition Waiver**

Sentence two to read:

The Board will waive the costs of tuition for the one (1) College credit course (as defined above) each academic year by the employee or a legal dependent of the employee which the employee is actively working for the Board or in the semester or term immediately following the part-time faculty member’s assignment.

**Article XII. Part-time Faculty Duties and Responsibilities**

Maintain and submit to the College Administration student attendance records and
| E. | student grades according to the dates specified by the College. |