

33444

**ADOPTED – BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT NO. 508
MAY 10, 2018**

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS**

RESOLUTION

**TO APPROVE A TENTATIVE AGREEMENT FOR A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508 AND CITY
COLLEGES CONTINGENT LABOR ORGANIZING COMMITTEE, IEA-NEA
OFFICE OF THE GENERAL COUNSEL**

WHEREAS, the Board and City Colleges Contingent Labor Organizing Committee, IEA-NEA (“CCCLC”) are parties to a collective bargaining agreement effective July 1, 2009 through June 30, 2012;

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

WHEREAS, the terms of the agreement are set forth in the tentative agreement (See Exhibit A –Term Sheet for tentative agreement for 2012-2020);

WHEREAS, the Chancellor recommends that the Board approve the tentative agreement;

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 Board representatives and CCCLC, as outlined in Exhibit A; and
2. Authorizes the Chancellor or his designee to draft a collective bargaining agreement consistent with the tentative agreement and to submit the collective bargaining agreement for execution by CCCLC and the Board Chair.

May 10, 2018 - Office of the General Counsel

Exhibit A
TENTATIVE AGREEMENT BETWEEN BOARD OF TRUSTEES COMMUNITY
COLLEGE DISTRICT No. 508
And
CITY COLLEGES CONTINGENT LABOR ORGANIZING COMMITTEE
IEA-NEA
March 12, 2018

1. Duration (Article I):

Contract term is 7/1/2012 through 6/30/2020;

2. Definitions (Article II):

Contact is equal to the member's contact rate divided by 16; Contact Hourly rate = Contact rate/16;

3. Recognition/Description of Unit (Article III):

Per the Union's 3/7/17 proposal:

Union withdraws proposed MOU and maintains the current contract language based on the College's agreement that Article III (Recognition) Section A (Description of the Unit) incorporates all CCC vocational lecturers who teach for-credit classes.

4. Meeting Space for the Union (Article V, Sect. D):

The college shall respond in writing to the Union's request for rooms within three (3) business days of receipt of the request;

5. Membership and Fair Share (Article V, Sect. I):

Dues or Fair Share fees shall be deducted based on the current schedule in which regular dues deductions are made from the unit member's 2nd and 3rd paychecks of the Fall and Spring semesters. Any future changes shall be mutually agreed upon by the Union and the Employer;

6. Notice of Meetings (Article V, Sect. K):

This Section dealing with notification of Board meetings is stricken as notice is now electronically posted. Numbering of rest of the Article will be adjusted;

7. Seniority Lists (Article V, Sect. L (now K)):

Lists of employees provided to the Union shall now also include the following data: rate of pay, lane, step, college location, job title, phone number and non-campus email address which is known to the college;

8. Orientation (Article VI, Sect. A):

Campus Coordinators shall be afforded an opportunity during the first half of the orientation session to make informational presentations at the orientation or at an alternative meeting with members of the unit;

9. Participation in Department Meetings (Article VII, Sect. B(1)):

The following portion is stricken:

“The Board will amend its Policy and Procedures for the Selection of a College President (Board Resolution No. 17162, Adopted May 6, 1993) to include as voting members two (2) part-time faculty members to be chosen by the part-time faculty of the College”;

10. Job Security (Article VIII(A)(3)):

“If the part time faculty member does not teach at least three (3) credit hours for three (3) consecutive semesters, the part-time faculty member fails to meet the eligibility criteria, and the part-time faculty ceases to be a member of the bargaining unit after the end of the third semester of failing to meet the eligibility criteria. However, if the member teaches in the fourth (4th) semester, he/she will maintain membership in the bargaining unit.”

11. Part-Time Faculty Evaluations & Classroom Observation (Article VIII (B)):

Replacing the current contract language is the following:

- a. All adjunct faculty who are members of CCCLOC are eligible, per Article VIII(E), for the first round robin for course section assignment.
- b. CCC will agree to a second round-robin for course section assignment at the principal college for CCCLOC members who successfully complete an evaluation process, including a post-observation reflection. Employees who have no evaluation on record from the previous two years shall remain eligible. Absence of a second round-robin opportunity does not preclude an adjunct from receiving additional classes at the discretion of the unit member’s department. Evaluation at the principal college does not preclude evaluation at other colleges where adjunct faculty are also scheduled to teach. Round-robin eligibility only applies to the principal college, defined as the college where the first round-robin takes place.

- c. Each CCCLOC instructor will be evaluated through a course evaluation process conducted by a trained administrator, department chair, or designee. No adjunct faculty member will have to go through the evaluation process more than twice in any four semesters or once per academic year, if meeting expectations. The evaluator shall communicate with the adjunct faculty member prior to the observation to schedule an appropriate classroom date.
- d. Adjunct instructors will need to meet expectations using the evaluation process in order to be eligible for a second round-robin class assignment.
- e. Any adjunct instructor who is evaluated as below expectations will have one additional semester of teaching at least one class to satisfy the written improvement plan provided by the department. Prior to this second evaluation, the adjunct should be presented with a written report of the initial evaluation which includes suggestions for improvement and/or changes. If an instructor is evaluated below expectations for two successive evaluation cycles and in doing so has failed to meet remedial expectations, dismissal processes may begin, subject to the provisions of Article VIII(C). The second evaluation should be completed by a different evaluator, or an evaluator that accompanies the initial evaluator, and the evaluation may be held no sooner than the next semester.
- f. CCC will ensure access to faculty development resources, which may include workshops, online resources, one-on-one consulting, and mentorship. Such resources are provided for instructional improvement of adjunct faculty with no obligation by CCC to compensate adjunct faculty for their use.
- g. The Board and the Union shall form a committee consisting of eight (8) members, which shall include four (4) representatives designated by the Union and four (4) representatives designated by the Board, to review and make recommendations on changes to the evaluation process. The initial review of the evaluation process shall conclude within 30 days of the approval of this contract. The committee's recommendations shall be approved, approved with modifications, or disapproved by the Chancellor. Evaluations shall commence following the initial review of the evaluation process.

This proposal shall replace the language currently contained in Article VIII(B) in its entirety;

12. Credentialing Requirements (Article VIII/New (H)):

H. Credentialing Requirements

1. In the event that the College or District intends to change the credential requirement for a class, there will be a notification of such a change sent to CCCLOC at least thirty (30) days prior to the implementation of such change. Upon request, the College agrees to meet with the union to discuss such contemplated change. Such changes shall not be subject to the grievance procedure.
2. In the event that there is a change in the credential requirements for a course, employees who have successfully taught the same class for either of the last two semesters shall be allowed to continue teaching the class for a two year duration, pending approval by the specialized accrediting bodies. During that two year time period, the part-time faculty member shall pursue further academic training. The part-time faculty member shall verify to the District on an annual basis, upon request, that the part-time faculty member is pursuing proper credentialing. If the part-time faculty member has not pursued credentialing in the previous twelve months, he/she may not be allowed to continue teaching the class.
3. If a CCC program may lose accreditation due to any non-credentialed part-time faculty member under this section, this section may not apply;

13. Grievance and Arbitration Procedure (Article IX):

All reference to 'days' shall mean calendar days;

14. Grievance and Arbitration Procedure (Article IX):

'The Union' is added as a possible party to a grievance;

15. Grievance and Arbitration Procedure (Article IX (Step I)):

Add the following to address grievances related to mispayment:

“However, if the grievance involves inaccurate payment, the grievance must be filed in writing not later than ninety (90) calendar days following the date on which the part-time faculty member knew or should have known of the alleged mispayment”;

16. Grievance and Arbitration Procedure (Article IX (Step II- Appeal to the Chancellor)):

Chancellor level appeal is 15 days. This is changed from 30 days;

17. Grievance and Arbitration Procedure (Article IX /Sect. E(4)):

Grievance related documents may be served between the parties by email;

18. Grievance and Arbitration Procedure (Article IX Sect. E(new 5)):

When scheduling meeting times or responding to grievance hearings, the College shall notify the appropriate Campus representative, the Union Grievance Chair and the Union President based on the most updated information in the College's possession;

19. Compensation (Article X/Sect. A(1)):

Contact Hour Rates and Effective Dates ~~shall reflect 2017 rates~~ (change in date only);
New Language:

Effective July 1, 2017, part-time faculty subject to this Agreement shall be placed on the contact hour rate schedule (Appendix C) based upon their educational qualifications and their seniority as defined by Article VIII, Section D.

20. Compensation (Article X/Sect. A(2)(c)):

Adds MFA to those eligible to be placed in Lane 3 of the compensation step plan;

21. Compensation (Article X/Sect. A(2)(d)):

New 'Hard to Fill' language replacing entirety of old X(A)(2)(d). The appendix of the contract, related to Hard to Fill designations, will also be stricken:

"The Board may provide a premium equivalent to the employee's appropriate Lane 3 salary, in disciplines/fields which the Board deems there is a shortage of qualified part-time faculty candidates in the local labor pool. Should the Board decide to invoke this language, the Board shall give CCCLOC 30 days notice of the disciplines/fields so designated. There is no guarantee of market demand designation from semester to semester."

Adjunct faculty who are currently teaching a class at a Hard to Fill rate, but would otherwise not qualify for the Lane 3 rate, shall be grandfathered at their current rate until the adjunct faculty; 1) no longer teaches the particular class for which they originally were offered the Hard to Fill rate; 2) the regular negotiated pay rate exceeds the current Hard to Fill rate; or, 3) another employee in the same or lower step and in that same discipline/field receives the hard to fill rate from the Board";

22. Compensation (Article X/Sect. B):

Over-enrollment pay shall be calculated based upon the class size on the 8th day of the semester;

23. Compensation (Article X/Sect. G):

Compensation for extra duties shall no longer include pay for Ethics or FERPA training. That training will be included in the office hour afforded in the contract;

24. Benefits (Article XI/Sect. B):

Instructors shall receive a second paid absence per semester if they teach six contact hours or more. Such days shall not be carried over and are forfeited at the end of the semester. The second paid day off is intended to be used for purposes outlined in the Board Rules, such as sickness or bereavement;

25. Benefits (Article XI/Sect. D):

Adjuncts using the tuition benefits shall have their fees refunded by CCC if they are removed from the class due to over-enrollment;

26. Benefits (Article X/New Sect. (F)(3)):

New language creating professional development funds for adjunct faculty as follows:

After two years of bargaining unit eligibility, Adjunct Faculty who are regularly scheduled to teach two classes per academic year shall be entitled to apply for reimbursement of professional development expenses as set forth herein. A request for funding form will be developed and provided by the College.

CCC and the Union agree that each year the sum of \$100,000 shall be provided as a pool from which Adjunct Faculty may apply for reimbursement for workshop, course or program expenses. This pool shall not carry over year to year. The reimbursement amount per person, per fiscal year, shall not exceed \$1500.

Adjunct Faculty may not apply unless they have received the written approval of their Department Chair, in advance, of the course or program to be taken. Upon receiving approval from the Department Chair, the Adjunct Faculty shall forward the Department

Chair's approval to the College's Dean of Curriculum and Development for secondary approval.

Once approval is obtained from the Department Chair and Dean, the application shall be forwarded to the College President for final approval and disbursement of funds. If either the Department Chair or Dean has denied the request, the Adjunct Faculty can appeal to the College President for a final decision.

Expenses will only be approved for work related to the Adjunct Faculty. CCC will endeavor to allocate the available resources fairly among the campuses and applying Adjunct Faculty. Approval of the professional development funds shall not be unreasonably denied.

27. Term of Agreement (Article XV):

Reflect term of July 1, 2012 to June 30, 2020. Also will include changes to signature lines;

28. Contact Hour Rate – Appendix C:

- a. Adjunct faculty and librarians shall receive the equivalent of 2% pay increase on 7/1/12;
- b. Each year thereafter, adjunct faculty and librarians shall receive a 2% compounded pay increase to June 30, 2017;
- c. Retroactive pay for 2017-2018 year shall be based on the negotiated salary schedules for that year;
- d. Vocational lecturers who have been included in this unit prior to the execution of this contract shall also be eligible for retroactive pay.
- e. Vocational lecturers shall receive an across the board 2% pay increase, effective 7/1/17, 7/1/18 and 7/1/19;
- f. Adjunct faculty teaching on-line courses shall be compensated per the salary scale, effective Fall 2018. Adjunct faculty who taught on-line courses shall not be eligible for back pay for those on-line courses they taught prior to Fall 2018;

- g. Librarians shall receive an across the board 2% pay increase, effective 7/1/17, 7/1/18 and 7/1/19;

Years		
July 1, 2017	0-2	24.51
	2+ to 7	25.72 – 28.18
	7 +	29.40 – 30.61
July 1, 2018	0-2	25.00
	2+ to 7	26.23 – 28.74
	7+	29.99 – 31.22
July 1, 2019	0-2	25.50
	2+ to 7	26.75 – 29.31
	7+	30.59 – 31.84

- h. Wage rates for adjunct faculty shall be as follows:

	Steps	Lane 1	Lane 2	Lane 3
July 1, 2017	Years	MA	MA +30	PhD
	1 to 1.9	862	880	941
	2 to 4.5	882	900	961
	4.6 to 6.9	902	920	981
	7 or more	922	940	1001
July 1, 2018	1 to 1.9	879	898	960
	2 to 4.5	900	918	980
	4.6 to 6.9	920	938	1001
	7 or more	940	959	1021
	July 1, 2019	1 to 1.9	897	916
2 to 4.5		918	936	1000
4.6 to 6.9		938	957	1021
7 or more		959	978	1041

- i. Retroactive pay is only paid to those employees employed on the date of ratification by the Union;

29. Appendix regarding Hard to Fill categories:

The side letter by Xiomara Cortez-Metcalfe regarding hard to fill designations is stricken;

30. CCCLOC has agreed to withdraw ULP 2018-CA-0037-C upon ratification.

31. All other proposals are withdrawn and anything not included in this Tentative Agreement shall remain current contract language.