

**AGREEMENT**

**Between**

**Board of Trustees  
of Community College District No. 508,  
County of Cook and State of Illinois**

**and**

**the Cook County College Teachers Union, Local 1600  
AFT, AFL-CIO, Chicago, Illinois  
(Faculty and Training Specialists)**

**July 16, 2013 through July 15, 2018**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I UNION RECOGNITION AND DEFINITIONS .....	1
ARTICLE II UNION-BOARD RELATIONS .....	2
ARTICLE III UNION ACTIVITIES.....	5
ARTICLE IV ACADEMIC FREEDOM AND DEMOCRACY IN PUBLIC COLLEGE EDUCATION .....	8
ARTICLE V DUES CHECK OFF, FAIR SHARE FEE AND COPE DEDUCTION.....	9
ARTICLE VI SALARY AND RATES OF PAY .....	10
ARTICLE VII INSURANCE AND FRINGE BENEFITS .....	19
ARTICLE VIII CONDITIONS OF EMPLOYMENT .....	24
ARTICLE IX LEAVES .....	58
ARTICLE X GRIEVANCE PROCEDURE.....	65
ARTICLE XI SCOPE OF AGREEMENT .....	70
ARTICLE XII CONFORMITY TO LAW-SAVINGS CLAUSE .....	71
ARTICLE XIII NO STRIKE PLEDGE .....	72
ARTICLE XIV NO REPRISALS.....	73

**TABLE OF CONTENTS**  
**(continued)**

	<b><u>Page</u></b>
ARTICLE XIV PROCEDURES FOR FUTURE NEGOTIATIONS.....	74
ARTICLE XVI DURATION.....	75
APPENDIX A.1 PAYROLL DUES DEDUCTION AUTHORIZATION .....	76
APPENDIX A.2 COPE PAYROLL CONTRIBUTION DEDUCTION AUTHORIZATION.....	77
APPENDIX B. COMPENSATION FOR TV COLLEGE INSTRUCTION .....	78
APPENDIX C GROUP INSURANCE PROVISIONS.....	81
APPENDIX D EMPLOYMENT POLICY, TENURE POLICY AND PROCEDURES .....	86
APPENDIX E ACADEMIC YEAR CALENDARS, 2013-2018.....	91
APPENDIX F TEACHING LOAD CREDIT FOR COACHING DUTIES .....	96
APPENDIX G SIDE LETTERS.....	99
APPENDIX H ADVISORS AND LIBRARIAN EVALUATION FORMS .....	104
APPENDIX I HISTORICAL BACKGROUND .....	105
INDEX .....	108

2013 - 2018

---

Five Year Agreement Between

The Board of Trustees of Community College District No. 508  
County of Cook And State of Illinois,

AND

The Cook County College Teachers Union, Local 1600  
AFT, AFL-CIO, Chicago, Illinois

---

**PREAMBLE**

THIS AGREEMENT is entered into by and between the Board of Trustees of Community College District No. 508, County of Cook, State of Illinois, hereinafter referred to as the “Board,” and the Cook County College Teachers Union, Local 1600, AFT, AFL-CIO, hereinafter referred to as the “Union,” as the exclusive collective bargaining agent for the faculty members in the bargaining unit as defined in Article I, Section A.

The Board and the Union acknowledge that as education professionals it is a central objective of all employees of the district, including the Local 1600 members covered by this contract, to work in partnership for the academic and educational success of the students the district serves.

**ARTICLE I  
UNION RECOGNITION AND DEFINITIONS**

**A. Recognition.**

The Board of Trustees of Community College District No. 508 recognizes the Cook County College Teachers Union as the exclusive bargaining representative for all full-time faculty members and training specialists except Presidents, Deans, Vice Presidents, Assistant Deans, and employees of the Central Administration, who are not specifically covered by this Agreement or by separate agreements regarding salaries, fringe benefits, and working conditions. The term “faculty member,” or “teacher,” and the term “training specialists” as used in this Agreement means a person in the bargaining unit employed by the Board. Regardless of newly created or changed job titles, no positions in the bargaining unit shall be eliminated where there is no substantial change in job duties or responsibilities.

**B. Definitions.**

1. The term “Colleges” refers collectively to all educational facilities or academic locations of the Board, and the administrative offices thereof.
2. The term “College” refers to any single educational facility or academic location of the Colleges. Academic locations or educational facilities which are

geographically separate from but are under the administrative control of a College shall be considered a part of the College.

3. The term “Union Representative” as used in this Agreement means any elected or appointed representative of the Union.
4. The term “Union Chapter Chairperson” refers to the elected head of a Union Chapter or his designee from that chapter.
5. The term “Union Chapter” refers to the organization of Union members at a College.
6. An “Academic Year” shall consist of the Fall and immediately following Spring semester.
7. The term “Eligible Faculty Member” shall mean a faculty member with one or more academic years of service in the Colleges.
8. Whenever the singular is used in this Agreement, it shall include the plural.
9. Whenever the masculine gender is used, it shall include the feminine gender.

## **ARTICLE II UNION-BOARD RELATIONS**

### **A. Meetings with Other Faculty Organizations.**

This Agreement shall not be construed to prevent any Board official or administrator from meeting with any employee organization, including faculty councils, representing full-time faculty members for the purpose of hearing the views and proposals of its members, except that, as to meetings called to discuss subjects of collective bargaining, the Union Chapter Chairperson at the affected College, or in the case of a city-wide meeting, the Union President shall be informed in writing at least twenty-four (24) hours in advance of the meeting and as to those matters covered by this Agreement, no change or modification shall be made except through negotiation and agreement with the Union.

### **B. Union Membership and Non-Discrimination.**

Membership in the Union or any other employee organization or association not affiliated with the Colleges shall not be a condition of employment for any faculty member. The Board will not discriminate in hiring, tenure or continuity of employment or in promotional opportunities or otherwise because of any employee’s membership or lawful organizational activities in the Union or in any other employee organization or his refusal to join any such organization or to participate in any such activities.

### **C. Rights and Benefits of Faculty Members.**

Rights and benefits of faculty members set forth in this Agreement shall be assimilated into and made part of any individual contract of employment with the Board.

In the event of conflict between the terms of an individual contract of employment and the terms of this Agreement, the latter shall be controlling. This Agreement shall be referred to in employment contracts issued to faculty members. All faculty members shall be given a copy of Board Rules, insurance booklet, pension booklet and tax-sheltered annuity program information prepared at Board expense.

The Board and the Union shall share equally the cost of printing 3,000 copies of this Agreement and shall divide the copies equally between the parties. The Board shall distribute copies of this Agreement to all faculty members and the Union shall be responsible for the distribution of replacement copies and copies for new faculty members.

**D. Union-Administration Meetings.**

The Board and the Union encourage and favor periodic meetings between the Presidents of the respective Colleges and Union Chapter officers and similar meetings of the Chancellor and the executive officers of the Union to discuss mutual problems not concerned with specific grievances but with the overall relationships between the parties to this Agreement. At least one of these meetings shall be held each semester between the College President and his staff at each College and Union Chapter officers for the purpose of promoting better understanding of the Agreement. Similarly, at least one meeting shall be held each semester between the Chancellor and the executive officers of the Union to promote better understanding of the Agreement. Such meetings shall be arranged as required by applicable circumstances at the mutual convenience of the Board and Union representatives concerned. The Chancellor or his designee shall meet with no more than five representatives of the Union within twenty-four (24) hours at the request of either party to discuss matters relating to this Agreement. The President of each College and the Chapter Executive Committee shall meet within twenty-four (24) hours at the request of either party during the academic year to consult on questions relating to this Agreement.

The Chancellor and the Union President shall meet on a regular basis once each month to discuss matters that are subject to collective bargaining and that will further the educational goals of the Colleges.

**E. Information to Union.**

The Board shall make available to the Union any and all public information, statistics, and records which are relevant to negotiations, or necessary for the processing of a grievance, or the enforcement of the terms of this Agreement, to the extent to which such material is readily available or is reasonably obtainable.

Such material shall be provided to the Union within a reasonable time, ordinarily not more than ten (10) days, following a written request by the Union President or his designee.

Furthermore, the Academic Policy Manual and the Personnel Manual, as they exist at the time of signing this Agreement, and all emendations to them during the life of this Agreement shall be furnished to the Union at the time of distribution.

Copies of confidential professional memoranda and correspondence from attorneys and similar advisors shall not be furnished to the Union, unless and until, they have been made public documents by Board action.

**F. Chapter Chairperson.**

The Union shall designate a Union Chapter Chairperson and an alternate at each College and notify the College President in writing of such selection or replacement.

**G. Board Authority.**

The Union recognizes that the Board retains full authority to carry out the powers and duties granted to it by the Public Community College Act and other applicable laws.

**H. Joint Committees and Union Observers.**

1. Recommendations concerning racial balance (Article IV.A.), shall be evaluated by a committee comprised of three representatives appointed by the Union and three representatives appointed by the Board. Such recommendations as may be contained in the committee's prospective report shall be submitted to the Chancellor and to the Board. This committee shall also seek to procure funds in order to develop for faculty and administrators a substantial educational program on the subject of racism and education.
2. A joint Union-Board Working Conditions Committee shall be established to study and recommend changes in the Union-Board Agreement covering faculty members who serve as administrative consultants or interns. The Committee shall also recommend a program for professional development or retraining of faculty members and an Employee Assistance Program. Finally, the Committee shall review areas for the hiring of new faculty members. The Committee's reports on the above subjects shall be made to the Chancellor and Union President by May 11, 1994. The Committee shall consist of three faculty members appointed by the Union President and three administrators appointed by the Chancellor.
3. The Union shall have the right to appoint two but not more than four official observers to any Colleges-wide faculty-student-staff standing and ad hoc committees established by the Chancellor during the life of this Agreement.
4. A joint Union Chapter-Administration Committee shall be established at each College to recommend to the President means of maintaining and increasing student enrollment.
5. A joint Union-Administration Insurance Committee shall be established comprised of two faculty members, one professional employee, and one college administrator. The faculty members and the professional employee shall be appointed by the President of Local 1600. The college administrator shall be appointed by the Chancellor. Each committee member shall serve a two-year term beginning on July 1 of each odd-numbered year.
  - a. The committee shall meet at least four times each semester with their party providers to study and review all aspects of the insurance plans. The committee shall be consulted and make its recommendations regarding the selection of all companies related to providing health care, including the preparation of RFPs, reviewing bids from competing companies and

selecting the provider to be the insurance administrator, Managed Care provider, or other third party administrator. The insurance committee shall investigate and make its recommendation regarding a managed prescription drug plan.

- b. The committee shall provide its findings and recommendations to the Union President and the Chancellor. The committee shall make its recommendations based on a majority vote of its members. The committee shall not recommend changes in the insurance coverage which violate terms of the collective bargaining agreements.
- c. The professional employee representative on the Joint Insurance Committee shall, upon 24 hours notice, be provided with release time from work to attend committee meetings when such meetings are called. Faculty member representatives shall suffer no loss in pay for attending committee meetings. Meetings shall be scheduled in such a manner as to minimize the loss of scheduled class or student advisement time.

**I. Review of Forms.**

The language of all present and future forms used to carry out the provisions of this Agreement shall be subject to review by the Union, so that the language of such forms shall conform to this Agreement.

**J. Board Meetings.**

The Union will be supplied a copy of the agenda at the same time as copies are supplied to the Board in advance of each regular or special meeting of the Board. The agenda so supplied shall include all Board reports including all recommendations of the Chancellor and the minutes of past meetings available at that time. If the agenda supplied does not include all Board reports, the Chancellor shall make available to the President of the Union or his designee at the beginning of the Board meeting all additional reports and recommendations. The President of the Union or his representative shall be accorded the privilege of speaking at Board meetings on any matter subject to collective bargaining.

**K. Precedence of Agreement.**

In the event of conflict or inconsistency between the rules and regulations of the Board, and the terms of this Agreement, the latter shall be controlling. This provision shall not be interpreted as a waiver or modification of any rights that the Board has under the 1995 amendments to the Illinois Educational Labor Relations Act.

**ARTICLE III  
UNION ACTIVITIES**

**A. Released Time for Meetings.**

When the Chancellor and representatives of the Union meet to discuss items in this Agreement, said representatives (not to exceed five) attending such meeting shall suffer no loss



in pay. However, meetings shall be scheduled in such a manner as to minimize the loss of scheduled class time.

**B. Class Schedules for Union Representatives.**

Classes and other duties for Union Representatives will be scheduled in such a way as to maximize the time available for the performance of the Representatives' duties.

**C. Released Time for Union and Chapter Officers.**

The Board agrees to make available in each semester of any academic year forty-two (42) contact hours of released time to be distributed by the Union to its designees for the purpose of handling grievances, according to the following schedule:

21 hours at the City Colleges level

21 hours at the College level to be distributed in 3-hour units and no more than 3 hours at any individual College.

The Board also agrees to make available six clock hours of released time each week to be distributed by the Union to its designee for the purpose of handling professional problems at the Dawson Technical Institute. The Administration may cover 6 contact hours at the City Colleges level and 9 hours at the College level by outside lecturers at the faculty members' home campuses. The Board also agrees that each 3-hour unit at the City Colleges or College level may be converted into three clock hours of released time and distributed by the Union to its professional employee designees for the purpose of handling professional problems.

The Union shall inform the Chancellor of the names of those faculty members designated no later than sixty (60) days preceding the semester during which released time is to be made available, except that Department Chairpersons and the Union president shall not be entitled to released time under this section, nor shall any faculty member be entitled to more than six (6) hours of such released time.

**D. Leaves of Absence for Union Officers.**

In the event that the President of the Union or any other Union officer, while he is a full-time faculty member, shall become a full-time employee of the Union, he shall notify the Chancellor and shall be granted a leave of absence not to exceed two years without pay, for the purpose of accepting this position. Any Union officer who accepts such a leave of absence shall be entitled to all benefits or rights accorded to a faculty member on a sabbatical leave.

In the event that the President of the Union or any other Union officer, while he is a full-time faculty member, shall become a part-time employee of the Union, he shall, upon application, be granted a part-time leave of absence not to exceed two years, without pay, for the purpose of accepting this position. He shall be paid a pro-rata salary for the classes that remain of his teaching assignment after such leave has been granted. Such faculty member, while on a part-time leave basis, shall be entitled to all fringe benefits and rights accorded to an employee on a sabbatical leave.

Both such leaves described in the above two paragraphs may be renewed for additional periods of up to two years upon application of the President of the Union or other Union officer.

**E. Limits on Union Activities.**

Except as specifically provided in this Agreement, no faculty member shall engage in Union activities during the time he is assigned to teaching or other assigned College duties.

**F. Bulletin Boards and Mailboxes.**

1. Bulletin Boards. The Union shall be provided sixteen (16) square feet of bulletin board space in each department office, faculty lounge and mailroom at each College, for the posting of notices and other materials relating to Union activities. The bulletin boards allocated shall be identified with the name of the Union and only the Union Chapter Chairperson or his faculty member designee at the College shall have the authority to post or remove material on the bulletin board.
2. Mailboxes. The Union Chapter Chairperson or his faculty member designee shall have the right to place official Union material in the mailboxes of the faculty members.

**G. Chapter Meetings.**

On twenty-four (24) hours notice to the College President, the Union Chapter Chairperson shall have the right to schedule Union Chapter meetings during normal operating hours in the building or buildings of the College, provided no meetings of the faculty have been scheduled by the College President or the Chancellor for the same time, and provided that no faculty member shall be released from his scheduled classes for such meetings. After a Union chapter meeting has been scheduled, no new meetings involving faculty members shall be scheduled or held at the same time, and the College President shall so inform the faculty.

**H. Meetings of Union House of Representatives.**

No classes of any member of the Union House of Representative shall be scheduled on Fridays which will end after 1:00 p.m. The names of such Union House of Representatives members are to be supplied to the Administration by May 1 of each year. The Union agrees that during the term of this Agreement it will not increase the present basis of representation in the House of Representatives allowable under its constitution.

**I. Right to Representation.**

Disciplinary action shall be for just cause and shall be administered in a timely and progressive manner. The types of discipline agreed to by parties are as follows:

1. Oral Warning
2. Written Warning
3. Suspension

#### 4. Discharge

The Board's agreement to use discipline in a progressive manner does not prevent the Board, in any case, from imposing discipline, which is commensurate with the severity of the offense.

For discipline other than oral warnings, the Board shall notify the Union Chapter Chair and schedule a pre-disciplinary meeting at least 24 hours in advance with the faculty member and the Union. At this meeting the Board shall inform the faculty member of the reason(s) for the contemplated discipline. The faculty member and the Union Chapter Chair shall have the right to rebut or clarify the reasons for such discipline.

A copy of a disciplinary action (except oral warning) shall be served upon the faculty member and the Union. For cases involving suspension or discharge, the faculty member has the right to demand a hearing by the Chancellor or his designee. Faculty members who exercise their rights under this section shall not be entitled to a separate disciplinary hearing under City Colleges Board Rules.

If a faculty member is called to a conference with an administrator for other purposes and during the course of the meeting, in the opinion of the faculty member, it develops into a disciplinary meeting and if the faculty member informs the administrator of that opinion and requests adjournment, the conference shall immediately be adjourned.

This section shall not diminish any rights a faculty member has under the Illinois Community College Act.

Adoption of this section shall not diminish any rights the Board or Union has established as a result of prior arbitrations, court cases, or past practice with regard to College policies and procedures.

#### **J. Space Availability.**

If space is available at the campus, the Union chapter officers will be provided with an office to conduct official Union business. The chapter office shall be equipped with two desks, four chairs, two filing cabinets and two telephones.

### **ARTICLE IV ACADEMIC FREEDOM AND DEMOCRACY IN PUBLIC COLLEGE EDUCATION**

#### **A. Democracy in Public Education.**

The Board and the Union recognize and agree that while democratic principles should obtain in every American school system, an urban college in a city as diverse in population as is Chicago must be exemplary in its expression and practice of the democratic ideal. Integrated education, faculties, and facilities are more than aspirations.

**B. Non-Discrimination.**

The Board and the Union shall not discriminate against any faculty member or applicant for employment by the Board or for membership in the Union on the basis of race, creed, color, national origin, sex or marital status or membership or participation in, or association with the lawful activities of any organization.

**C. Academic Freedom.**

1. The faculty member is entitled to freedom in the classroom in discussing his subject. He shall have the right to introduce into his teaching matters related to his subject or the education of his students in that subject.
2. Within the broad framework of academic freedom affirmed above, the faculty shall continue to have the individual right and responsibility to determine course content and textbooks subject to applicable written departmental and College policy and procedure.

**D. Department-Student Agreements.**

1. Only democratically elected student governing bodies may negotiate agreements with a department of a College and such agreements may be reached only in the area of curricula matters, and shall be subject to the approval of the College President; except that if an agreement has been made between a department and a student group prior to the signing of this Agreement, it shall not be effective unless hereafter approved by the College President.
2. No agreement signed with the student governing body nor any agreement hereafter approved by a College President shall abrogate the rights of faculty members under this Agreement and the Board rules.
3. Such Department-Student agreements shall be reviewed by the Vice Chancellor for Academic Affairs.

**ARTICLE V**

**DUES CHECK OFF, FAIR SHARE FEE AND COPE DEDUCTION**

**A. Dues Checkoff.**

The Board will deduct from the pay of each member of the bargaining unit from whom it receives written authorization to do so, the required amount of monthly Union dues. The dues and a list of employees from whose pay the dues have been deducted along with the amount deducted from each and a list of Union members who had authorized such deductions and from whom no deductions were made, shall be forwarded to the Union Office no later than seven (7) days after such deductions were made. The payroll deduction authorization form shall be as shown in Appendix A.I.

**B. Fair Share Fee.**

Full-time employees covered by this Agreement who are not members of the Union shall, commencing on the effective date of this Agreement, or thirty-one (31) days after their initial employment, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union each month their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

The Union shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the union, and shall supply the Board a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member full-time employees and paid to the Union.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

**C. Committee on Political Education Deduction.**

The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois agrees to honor the payroll contribution deduction authorization form in Appendix A.2 - Committee on Political Education - for all full-time faculty members and training specialists represented by the Cook County Teachers Union, Local 1600, AFT, AFL-CIO.

**ARTICLE VI  
SALARY AND RATES OF PAY**

**A. Placement on Salary Schedule.**

1. **Faculty with Rank: 2013-2018 Salary Schedule.** The following increases are in effect for full-time faculty:

July 16, 2013: 0%

July 16, 2014: 2.5%

July 16, 2015: 2.5%

July 16, 2016: 2.5%

July 16, 2017: 2.5%

In addition, each current full-time faculty member will be granted a one full step increase effective at the beginning of the fall semester of 2013. Full-time faculty members who have attained Step 30.5 as of July 16, 2013 will receive a one-half

step increase at the beginning of the fall semester of 2013. Full-time faculty members who have attained Step 35 as of July 16, 2013 will receive no further step increases. These increases will be based on the Fall 2012 and Spring 2013 Salary Schedules found in Appendices B.1.e, B.2.e, and B.3.e of the predecessor agreement.

After the terms of the previous paragraph have been implemented in the fall semester of 2013, the Step system will be eliminated as part of the salary schedule for existing and newly hired employees.

All salary increases referred to above are not contingent on the availability of funds.

2. **New Full-time Faculty Members.**

All new employees will be paid no less than \$49,739. All new employees with a doctor of philosophy or doctor of education will not be placed at a salary below \$55,000.

The employment contract submitted to a prospective faculty member shall include his proposed rank. This proposed rank, after consultation with the Department Chairperson whenever possible, shall be recommended by the College President to the Chancellor. The Union Chapter Chairperson shall be notified immediately of such proposed rank and salary placement for all new faculty members. If the Union Chapter Chairperson wishes to confer and ask questions regarding this recommendation, he shall be given this opportunity by the College President.

Immediately following the Board's new faculty orientation meeting at the beginning of the semester, the Union shall be allowed to meet with newly hired faculty members.

3. **Substitutes.**

The Department Chairperson has the option to designate a substitute for a class if a teacher is expected not to be able to attend and teach that class. This provision applies to the first class session of a course and to all classes, regardless of the number of hours for which the class meets. A qualified substitute from within the department will be assigned by the department chairperson, and the faculty member who substitutes shall be compensated at fifty percent (50%) of his regular base rate of pay.

4. **Overtime and Summer Session Pay.**

The rate of pay for overtime assignments for a faculty member shall be 30% of a pro-rata portion of his base rate of pay. However, the minimum rate of pay for overtime assignments shall be \$625 per contact hour. The minimum hourly rate paid to advisors and librarians shall be no less than the maximum hourly rate paid to part timers performing the same work. The rate of pay for summer school assignment for a faculty member shall be 75% of a pro-rata portion of his base rate of pay. The rate of pay for any other assignments beyond the regular load

shall be determined by past practices. Faculty members shall be permitted to teach up to six contact hours of overtime each semester and up to eight contact hours each summer school semester. Qualified faculty members shall be given the first opportunity to teach extra classes.

5. **Emeritus Faculty Members.**

See Article VII.K.4.

6. **TV College Compensation.**

The basis of compensation for teaching and supporting instruction in TV College shall be as indicated in Appendix B

7. **Pay for Adult Education Classes.**

Full-time faculty members will receive \$20.00 for each hour of teaching college level adult and continuing education classes. Qualified faculty members shall be given first opportunity to teach such classes, assignment to such classes to be made on the basis of the provisions of Article VIII.F.4. No formal education requirements are needed to teach such classes.

8. **Adult Learning Skills Program.**

Faculty members who teach classes in the Adult Learning Skills Program will receive the rate of pay determined by the AFSCME contract. Such classes shall be offered to faculty members before they are offered to outside lecturers. Faculty members shall receive notice of such classes at least one month before each Fall semester. Assignment to such classes shall be made on the basis of Article VIII.F.4.; however, qualification to teach classes shall be determined by the Board. Faculty members hired in the Fall semester to teach such classes shall receive one (1) year assignments provided that there is sufficient enrollment for such classes.

**B. Annual Increments.**

1. Faculty members shall receive their annual increment at the beginning of the semester in which they first performed full time faculty services for the City Colleges.
2. There shall be no salary increases or increments approved other than those provided for in this Agreement.

**C. Student Success Pay.**

The Board and the Union agree to form a Joint Committee to address all issues related to the implementation of the Student Success Pay component, including, but not limited to, prevention of grade inflation and determination of additional ways to measure individual merit.

The Illinois Community College Board and legislation enacted by the Illinois legislature, as described in Public Act 097-0320, will tie a portion of City Colleges' funding to its

performance on state metrics, including degree completion, transfer rate, performance of “remedial” students, and momentum. As a result of this state-level effort, CCC and the union have agreed to form a corresponding bonus structure for its faculty. For each of fiscal years 2015, 2016, 2017, and 2018, all 1600 faculty members will be eligible as a group for bonus pay based on measures of aggregate student achievement for CCC. The total possible size of the pool is set for each year at 1% of total salaries paid to 1600 faculty members in the previous fiscal year.

There are seven corresponding targets, indicated by the first column in the table below:

	FY14	FY15	FY16	FY17	FY18
Students who completed a degree or certificate	9,815	10,070	10,562	11,024	11,895
Students who transfer to a four-year institution within two years	16%	17%	19%	20%	21%
Remedial students who advance to college-level work	30.2%	30.5%	31.2%	31.8%	33.1%
Full-time students who earn 30 credits within their first year	8.1%	8.2%	8.6%	8.9%	9.6%
Part-time students who earn 15 credits within their first year	20.0%	20.4%	21.3%	22.2%	23.9%
Percent of students employed in the occupational area of their training	60%	61%	64%	69%	71%
Median earnings of CCC graduates who are employed in the occupational area of their training	\$31,824	\$32,461	\$34,262	\$36,149	\$38,129
*Fall 2011 to Fall 2012					
**Class of 2011, employed in FY12					

The total possible bonus pool will be allocated evenly across all the metrics. The percentage paid out for each area will be the percentage difference between the target for that fiscal year and the baseline. For each year, the baseline will be the higher of: (a) the previous year’s performance or (b) the number which appears for the previous fiscal year in the table above. The total payout for that area will thus be the even split of the total pool multiplied by the percentage progress. If a previous year’s performance exceeds the following year’s target, the payout will be 100% for both years, as long as performance remains above the target.

For the FY14 baseline, CCC will make a one-time adjustment to the baseline if FY14 performance is lower than indicated in the table above. The revision will reduce all numbers for that metric from FY14 to FY18 by a corresponding percentage.

Each faculty member will receive a full share of each metric’s bonus pool if they were employed for the entirety of the previous fiscal year or a half share if they were employed for half the fiscal year.

#### **D. Pay Periods.**

The calendar year shall be divided into two-week pay periods. Payment for the work done in a pay period shall be made on the last day of the pay period. An assigned faculty member who has pay due and is not paid on the last day of that pay period shall be advanced his net salary due out of Board funds. Pay checks may, at the option of the employee, be mailed to home, bank or College.

The Office of Human Resources makes every attempt to pay all its employees consistent with the payroll schedule. To eliminate the risk of lost or stolen checks, ensure funds are available on payday and as a convenience to all employees, net pay will be directly deposited to employees’ bank or credit union accounts. For those employees without a bank account, CCC agrees to continue to provide their paychecks as is done currently. All employees are expected to enroll in the direct deposit program, and in any case those employees that can access direct



deposit should do so by 1/1/2009. All employees are expected to open an account with a financial institution that will allow direct deposit.

**E. Annual Salary Guarantee.**

The academic year salary shall not be reduced by any change made in the academic college calendar. The total compensation for extra work (overtime) during any semester shall be based on either seventeen (17) or eighteen (18) weeks, as applicable, and shall likewise not be reduced by any change in the academic college calendar.

**F. Optional Distribution Pay.**

Every faculty member shall have the option of having his salary distributed over the 12-month calendar year or over the regular academic year.

**G. Salary and Lane Placement and Advancement.**

1. A faculty member's initial placement in academic rank or advancement in academic rank shall have no relationship, effect, or bearing on the faculty member's lane placement or salary.
2. Salary and lane placement for new faculty members hired on or after July 16, 2013.
  - a. Formal education, specialized training, teaching and/or work experience shall be considered in the initial salary placement of new faculty members.

The requirements of formal education, teaching and/or work experience for lane placement shall be as follows:

1. Lane 1: Master's Degree/entry.
  2. Lane 2: Master's Degree + forty-five (45) graduate credit hours his/her field of study + five (5) years of teaching experience, OR Ph.D. or terminal degree and five (5) years of professional experience in field related to his/her area of teaching or five (5) years of teaching experience.
  3. Lane 3: Ph.D. or terminal degree and ten (10) years of professional experience in field related to his/her area of teaching or ten (10) years of teaching experience.
- b. To be counted towards placement in a lane, graduate semester hours shall be earned subsequent to the time when the master's degree was awarded, or subsequent to the degree or degree equivalent held when first hired as a faculty member, and shall be earned in the field of teaching for which the faculty member has been employed.
  - c. Applicants may be placed at a salary above the salary which they received in the position which they are leaving to take employment with the City Colleges of Chicago, providing that salary is verified by letter from the

previous employer. However, no one is to be placed above the lane for which he is qualified by his formal education.

- d. Evaluation of Experience.
  - (1) Full-time college teaching is evaluated on a year-for-year basis.
  - (2) Part-time college teaching may be converted to equivalent full-time on a pro-rata basis.
  - (3) Each year of other relevant teaching experience shall be counted as no more than one-half year of college teaching experience.
  - (4) Professional or work experience may be equated with years of college teaching; however, the weight given to each year of such work experience may not exceed one-half year of college teaching experience unless approved by the Chancellor or his designee.

3. Advancement to a Higher Lane.

- a. Faculty members employed as of July 15, 2013 will be advanced to a higher lane if he meets the criteria set forth below for each lane:

Lane II - A master's degree plus fifteen (15) semester hours of graduate credit and the achievement of tenure in the City Colleges of Chicago, except that faculty members in active service status in Lane I prior to September 1, 1971, shall not be required to earn any credit hours but shall be automatically advanced to Lane II upon the achievement of tenure in the City College of Chicago.

Lane III - Earned doctorate degree (Ph.D. or Ed.D.) or master's degree plus thirty (30) semester hours of graduate credit, and, in either case, six (6) years of college teaching experience, which shall include four (4) years of continuous teaching service in the City Colleges of Chicago in Lane II.

Lane IV - Earned doctorate degree (Ph.D. or Ed.D.) or master's degree plus sixty (60) semester hours of graduate credit, and, in either case, eight (8) years of college teaching experience which shall include four (4) years of continuous teaching service in the City Colleges of Chicago in Lane III.

- b. Graduate credit is credit earned in a course which is taken as a graduate course in an accredited institution. To be counted toward advancement in salary lane, graduate semester hours shall be earned subsequent to the time when the master's degree was awarded or subsequent to the degree or degree equivalent held when hired as a full-time faculty member, and shall be earned as follows:

- (1) In the field of his teaching certificate or employment contract. However, all graduate credits earned subsequent to the time when the master's degree was awarded and prior to September 1, 1971,

for City Colleges of Chicago faculty members on active status prior to this date shall be counted toward advancement in salary lane.

- (2) In a subject which the faculty member has taught at the college level, or might reasonably be asked to teach, or
- (3) In a formalized in-service program offered by the Colleges' administration, except that no credit shall be earned for any such courses taken after July 16, 1993. However, after July 16, 1993 faculty members who, in order to maintain their professional qualifications required for their employment, take continuing education courses at the Colleges which have been properly certified by the appropriate accrediting agencies shall continue to have those courses counted for a portion of graduate credit toward lane advancement in the same manner as before.
- (4) If a faculty member is accepted in a doctoral program in his area of specialization, then all graduate credit courses taken after award of the M.A. and required by the university for the doctorate will count toward advancement in lane.
- (5) For those faculty members who were accepted in a doctoral program in their field of specialization, but "did not stop for a master's degree on the way," and did not complete the Ph.D. or Ed.D. or Doctor of Arts degree requirements, certification by the chairperson of the department or division of the university as to the acceptance in doctoral program and the date when the faculty member completed all course requirements for the master's degree will be accepted as the date after which additional relevant graduate work will count for advancement in lane.
- (6) For those faculty members in areas where graduate credit is not available, credit equivalency up to a maximum of 15 hours may be given by the administration for work and related experiences gained after initial employment. A faculty member who is denied graduate credit equivalencies as provided herein, may appeal to the Joint Working Conditions Committee for a re-evaluation of his work or related experience. The Joint Working Conditions Committee, after consulting CCC faculty specialist in the field concerned, shall make a recommendation to the Chancellor.
- (7) For those faculty who cannot (as determined by administration) earn additional graduate work in their field, 15 graduate hours related to teaching in the community college may be taken and counted for advancement in lane in the following areas:

Community College  
Curriculum Development  
Research and Evaluation

## New Teaching Technologies

Upon request by a faculty member, the administration will determine in advance whether graduate credit hours in the above areas will be counted and so inform the faculty member.

- (8) Upon completion of work, research, study, or writing under a grant, scholarship, or fellowship from a foundation such as the Fulbright Commission, Guggenheim Foundation, Rockefeller Foundation, Rhodes Scholarship, Ford Foundation, Carnegie Foundation, National Endowments for the Arts, Sciences, or Humanities, the faculty member shall receive credit toward lane advancement as follows: one academic year of work performed under the auspices of said foundations shall be valued as thirty (30) graduate hours; one semester of same shall be fifteen (15) graduate hours; one summer of same shall be ten (10) graduate hours. The hours credited under this section may be used for lane advancement only once for any one such award provided they have not been credited for initial lane placement.

In addition, the following categories of activity shall be counted for up to 30 graduate hours toward lane advancement upon recommendation of the department chairman, the College administration and the Vice Chancellor for Academic Affairs or upon application by the faculty member to the Chancellor: the publication of a book by a recognized university or commercial press (as opposed to “vanity” presses), including textbooks, non-fiction (such as histories, biographies, works of criticism and analysis), fiction, poetry and also major works of translation and of editing; and also, articles published in recognized professional journals; and also, significant articles published in commercial/popular newspapers and magazines; and also, major musical compositions; in addition, major presentations at recognized professional conferences; and also, major shows at reputable galleries (as opposed to “vanity galleries) of painting, sculpture, photography and other generally recognized art forms; and also, performance art of major significance, such as music, theater, dance, whether performed solo or ensemble; and also theater productions of significance, such as direction, design and staging.

- c. Upon request, the Colleges’ administration shall provide any faculty member a written interpretation of the number of graduate hours the faculty member has toward lane advancement, including equivalent graduate hours for work and other kinds of related experience.
- d. Changes in salary lane shall take place on the anniversary date of the faculty member. For the purposes of determining eligibility for advancement to a higher lane, only graduate degrees granted and graduate semester hours earned before the faculty member’s anniversary date shall

be applicable. The faculty member is responsible for requesting the university or college in which he has earned degrees or graduate credits to send an approved transcript directly to the College in which he is employed.

e. SURS “Pickup”

- (1) The Board shall, pursuant to Section 414(h)(2) of the Internal Revenue Code, “pick up” (assume and pay to SURS) the bargaining unit members’ contributions required by III. Rev. Stat. ch. 108 1/2, Section 15 (1975).
- (2) The Board shall “pick up” the required bargaining unit members’ contributions to SURS by payroll deductions from its bargaining unit members’ earnings in the manner currently required by state law as required by III. Rev. Stat. ch. 108 1/2, Sect. 15 (1975).
- (3) The total amounts so “picked up” by the Board shall be remitted to SURS by separate warrant in the manner currently required by III. Rev. Stat. ch. 108 1/2, Sect. 15 (1975).
- (4) This action does not alter the obligation imposed by law upon bargaining unit members to contribute to SURS, does not affect the benefits now provided by SURS (or as the same may be amended from time to time) for employees, their survivors or other beneficiaries, does not alter the existing compensation of bargaining unit members, and is not to be considered a salary increase or a substitute for a salary increase now or in the future; and finally,
- (5) This action is taken solely for the purpose of excluding the “picked up” bargaining unit members’ contributions from gross income and from the withholding requirements of the Internal Revenue Code.

**H. Increase for Lane Advance.**

A faculty member who achieves a lane advance shall receive an 11% increase in his regular salary, effective on the anniversary date of that faculty member.

**I. Compensation Committee.**

The Chancellor shall have the authority to approve faculty salary up to 20% more than the contract rate in hard to fill disciplines. A Compensation Committee composed of three faculty representatives appointed by the union and three administrators appointed by the Chancellor shall convene every year to determine hard to fill disciplines and to recommend compensation based on market studies and the needs of the district. In the event of a tie, the Chancellor shall break the tie.

**ARTICLE VII  
INSURANCE AND FRINGE BENEFITS**

**A. Group Health Insurance.**

For the period of July 16, 2013 through July 15, 2018, a program of group health insurance shall be provided for active faculty members and their dependents.

**Contributions - Active Employees:**

Employee and retiree contributions to health insurance, dental insurance and vision insurance shall be:

Effective July 16, 2013: 13% of the premiums.

Effective July 16, 2014: 14% of the premiums.

Effective July 16, 2015: 15% of the premiums.

Effective July 16, 2016: 16% of the premiums.

Effective July 16, 2017: 16% of the premiums.

There will be a cap on yearly increases of 16%. However, should the annual premium of the insurance increase greater than 20% per calendar year, the Union agrees to a reopener on insurance to bargain over options to decrease costs, including but not limited to increasing the employee contribution and decreasing plan costs.

For the period July 16, 2013 through July 15, 2018, retirees under the early retirement program and their dependents shall be provided a program of group health insurance. Costs to early retirees of available plans and descriptions of the plans are set forth in Appendix C. Upon being retired under the early retirement plan for a period of ten (10) years, the retiree enrolled in the insurance program shall pay the full cost of the premium. For all retirees and their dependents who are Medicare eligible, claims will be processed according to the terms of the elected health plan. The plans pay secondary to Medicare if the retiree or dependent is eligible for Medicare without regard to whether the retiree or dependent has actually enrolled. All retirees and their dependents who are Medicare eligible shall enroll in Medicare, as soon as they are eligible.

There shall be no more than two (2) HMO's. The specific provisions of the program are set forth in Appendix C. Any changes in this plan shall be subject to negotiations and agreement with the Union. The Board shall continue the prescription drug plan, with co-payments from participants. The specific provisions of the prescription drug plan are shown in Appendix C. HMO Illinois will be eliminated as a coverage option, except for individuals who were employed as of September 12, 2012 who would be required to change doctors in the course of treatment as a result of the elimination of the HMO Illinois Plan.

**B. Term Life Insurance.**

Term life insurance shall be provided and paid for by the Board for all faculty members. The amount of coverage of such term insurance for each faculty member shall be two times basic annual salary rounded to the nearest one thousand dollars to the maximum of one hundred

thousand dollars (\$100,000). There shall be a maximum life insurance benefit for retirees of one hundred thousand dollars (\$100,000).

**C. Dental and Vision Insurance.**

A program of group dental and vision insurance shall be provided for faculty members and their dependents based on the following contribution rates:

Effective July 16, 2013: 13% of the premiums.

Effective July 16, 2014: 14% of the premiums.

Effective July 16, 2015: 15% of the premiums.

Effective July 16, 2016: 16% of the premiums.

Effective July 16, 2017: 16% of the premiums.

There is a cap of 16% on the annual increase in premiums which the employee must contribute. However, should the annual premium of the insurance increase greater than 20% per calendar year, the Union agrees to a reopener on insurance to bargain over options to decrease costs, including but not limited to increasing the employee contributions and otherwise decreasing plan costs.

The specific provisions of the dental and vision insurance are shown in Appendix C.

**D. Wellness Program.**

The Union agrees that its eligible employees and their covered spouses will participate in and be subject to the terms of the CCC Wellness Program at the first open enrollment period after the commencement of this agreement.

**E. Group Auto Insurance.**

The Board shall provide a group auto insurance plan for faculty members. The Board shall pay \$200 per faculty member towards the cost of such coverage provided by the Board's group policy. The Board shall permit enrollment in such a plan through payroll deduction. The insurance carrier chosen shall be agreed upon by the Union and the Board.

**F. Credit Union.**

Faculty members who are determined by the College and University Credit Union to be eligible to participate in said credit union shall be allowed to do so through payroll deduction.

**G. Annuities.**

A tax-sheltered annuity program shall be made available for purchase by faculty members.

**H. Home Owners and Renters Policy.**

The Board shall provide a group low cost home owners and renters policy. The Board shall pay \$100 per faculty member towards the cost of such coverage provided by the Board's

group policy. The Board shall permit enrollment through payroll deduction. The Insurance carrier chosen shall be agreed upon by the Union and the Board.

**I. Malpractice Insurance for Nursing Faculty.**

The Board shall provide at its expense \$200,000/\$600,000 comprehensive malpractice insurance for all nursing faculty covered by this Agreement.

**J. Tuition Waiver.**

The Board shall waive the cost of tuition for courses for which the Board receives state reimbursement that are taken by faculty members or their dependents in the City Colleges of Chicago.

**K. Early Retirement Program.**

The Program shall be open to all faculty members who have been employed by the City Colleges of Chicago for ten (10) years on a full-time basis.

1. This program shall be effective July 15, 1989. Benefits under this program are provided without regard to age for faculty members who retire from the City Colleges of Chicago.
2. Applications for participation in the Program shall be submitted in writing to the appropriate College President or his/her designee no later than March 15 if the retirement is effective at the end of the Spring Semester or Summer term of that year, and no later than October 15 if the retirement is effective at the end of the Fall Semester of that year. Where an early retirement request may have been submitted after the deadline date, the Chancellor shall nevertheless have the authority to grant said early retirement.
3. With the exception of term life insurance, the Board shall provide the early retiree with the same individual insurance coverage available to faculty members under this Agreement for a period of ten years after retirement, provided that health insurance coverage(s) shall be reduced to the extent that Medicare or comparable benefits are otherwise available to the early retiree. For all retirees and their dependents who are Medicare eligible, claims will be processed according to the terms of the elected health plan. The plans pay secondary to Medicare if the retiree or dependent is eligible for Medicare without regard to whether the retiree or dependent has actually enrolled. All retirees and their dependents who are Medicare eligible shall enroll in Medicare, as soon as they are eligible.

The Board shall also provide the early retiree with the same term life insurance available to faculty members under this Agreement, except that there shall be a cap of \$80,000, and it shall make the same premium payments therefore, for a period of six years after retirement.

4. The early retiree shall also have the right to purchase dependent health insurance coverage through the City Colleges health insurance program at the then



prevailing cost of dependent coverage for full-time faculty members, and shall pay the entire premium thereof. Premium payments for dependent coverage shall be paid by the early retiree on a timely basis, in advance, to the City Colleges.

5. At the time of retirement, or upon total disability or death, faculty members or their estates shall receive payments equal to 80% (eighty percent) of the unused portion of their accumulated sick leave days computed at their final base rate of pay. It is provided further that a faculty member hired after July 15, 2000, shall only receive payments of the unused portion of accumulated sick leave up to a maximum of 100 sick leave days. The early retiree shall receive these payments in five equal installments. The first installment shall be within 60 days of the retirement date, death or total disablement. The second, third, fourth, and fifth installments shall be on the first, second, third, and fourth anniversaries of the retirement date, death or total disablement. The faculty member may, at their option, use any portion of their accumulated sick leave days to purchase service credits pursuant to Section 15-113.4 of Article 15 of the Illinois Pension Code. If the faculty member chooses to withhold a number of days for this purpose, they will not be counted towards the payment referred to in the first sentence of this paragraph. Faculty members are warned that it is usually not to their benefit to exercise this option except when purchasing a few days of service credit from sick leave days accrued in order to purchase an extra quarter of service.

There will be no cash payout for sick leave days after July 1, 2014. In addition, sick leave days cannot be used for any type of retirement enhancement, as described in the previous paragraph, if the costs of any such retirement enhancement are shifted to or become the responsibility of the Board.

6. In the event of the death of the early retiree, the City Colleges will continue payments to the faculty member's estate for the balance of the four years.
7. The Board may allow the early retiree the opportunity to teach two classes per semester, if available, on the basis of the overtime rate for the early retiree's lane and step at the time of retirement.
8. In the event of the death of the early retiree, the City Colleges will continue insurance coverage for the early retiree's spouse and/or dependents for three (3) months following the month in which the death occurred. Thereafter the spouse and/or dependents shall be eligible for continued dependent coverage on the same basis as a current faculty member except that the spouse or dependents shall pay the entire premium.
9. Portions of this agreement notwithstanding, a faculty member who elects to participate in the Program prescribed by House Bill 289 of 1981 as legally enacted shall be eligible to participate in the Program provided herein.
10. The Board and the Union agree to establish regular annual meetings to be held in June of each year remaining in the collective bargaining agreement to identify issues and exchange information related to retirements, costs, legislation, and other pertinent material.

## **L. Retiree Salary Enhancement.**

1. A faculty member who is at least 55 years of age, and who has been employed by the Board as a faculty member for ten (10) years as of August 31 of the year of retirement, shall have the option to elect to have his scheduled calendar year salary enhanced by 30 percent of his accumulated sick leave. This enhancement shall be for a maximum of two (2) calendar years and will be deducted from any incentives offered under Article VII. K. However, sick leave days cannot be used for any type of retirement enhancement, if the costs of such retirement enhancement are shifted to or become the responsibility of the Board.
2. Insurance benefits under this opportunity shall remain in accordance with Article VII. K.
3. To receive this enhancement, the faculty member must submit his irrevocable retirement contract in accordance with paragraph five of this section. The contract to receive this enhancement shall be a separate contract form to be agreed upon by the Union and the Board of Trustees. Once a retirement request is accepted by the Board of Trustees, it may not be canceled or changed.
4. After the tender of the retirement contract and the acceptance of the irrevocable retirement date, the faculty member's academic year pay will be increased by thirty percent (30%) of the value of the 80% illness leave day bank for one or two years.
5. Employees who give notice of retirement by October 15 of 2013 through 2017 may retire prior to the beginning of the Spring semester of that academic year and they shall receive one enhancement in the calendar year of the notice of retirement. Employees who give notice of retirement by October 15 of 2013 through 2017 may retire on July 31 of the following year and they shall receive one enhancement in the calendar year of the notice of retirement and a second enhancement on the following calendar year. Otherwise, employees must give notice by May 1 of 2014 through 2017, in order to retire at the end of the Spring semester in two years and they shall receive one enhancement in the school year following the notice of retirement and a second in the subsequent school year.
6. The academic salary to be enhanced will consist of the 30% of the balance from illness leave days accrued, calculated under the provisions of Article VII.K.5.
7. Receipt of benefits among a number of faculty applicants for retirement exceeding 60 will be determined by the seniority of the faculty members, rather than the order of application.
8. If a faculty member participates in the one-year or two-year enhancement above, the balance of the incentive under Article VII.K., if any, shall be paid out over the remaining years of participation in the Early Retirement Program. Any illness leave days accrued after the date of the irrevocable agreement will be paid after the actual retirement date. Under no conditions shall the enhancement paid exceed the incentive under Article VI. K. or the maximum amount allowed under

statute. In any event, there will be no cash payout for sick leave days after July 1, 2014.

9. The procedures for implementation of this section shall be agreed on by the Union and the Board.

**M. Professional Development.**

The Union and Board agree that each year the sum of \$27,000 shall be provided at each College for professional development expenses. Faculty members or training specialists may be initially allocated professional development monies not to exceed \$1,000 per fiscal year for qualified expenses. These expenses shall include tuition, course fees, course books, course supplies, and membership in professional organizations. All payments will be made only upon approval by the college president of the planned educational activity and submission of the appropriate reimbursement form indicating successful completion of the activity.

A professional development and meetings committee composed of three representatives of the Union Chapter appointed by the chapter chair and three representatives of the College appointed by the college president shall receive and recommend to the College President all requests for professional development and meetings expenses and activities. It shall also make recommendations to the College President for college-wide professional development activities.

**N. IRS Section 125 Salary Reduction Program.**

The Board shall make available to faculty members within a reasonable time an IRS Salary Reduction Program for insurance premiums, eligible non-reimbursed medical expenses, and dependent care expenses. The maximum non-reimbursed medical expenses shall be two thousand five hundred dollars (\$2,500) and the maximum reimbursement for non-reimbursed dependent care shall be five thousand dollars (\$5,000).

Any administrative costs of the dependent care part of this program shall be paid for by each faculty member electing to participate in this portion of the program.

**ARTICLE VIII  
CONDITIONS OF EMPLOYMENT**

**A. Class Size.**

1. Class size maximums will be as follows:
  - a. Maximum class sizes in courses numbered below 101 in English, Speech, Reading, and the Basic Program shall be up to 25 for day sections and up to 29 for evening sections.
  - b. Composition and other writing classes in English, and Speech classes, shall be 25 (29 for evening sections), excepting in classes in such subjects where the enrollment is 35 (39 in evening sections), in which case the faculty member will receive four class contact hours of credit in his teaching load.

- c. Physical Education and laboratory courses will remain at present class size levels.
  - d. All other classes will have a class size limit of 35 (39 for evening sections).
  - e. Additional students up to five (5) may be assigned to individual classes, provided that the overall number of students enrolled in the classes of a faculty member for his regular teaching load may not exceed the total sum of the size maxima of such classes, except that no more than a total of three (3) additional students may be added to classes under sub-sections a, b, and c of this section.
2. Day classes at Colleges offering both a day and evening schedule are defined as those that start prior to 5 p.m. At such Colleges evening classes are defined as those that start at 5 p.m. or after.
  3. Class size maximums in the performing arts (band, orchestra, choir, drama, etc.) and in physical education may be exceeded at the option of the department as decided by majority vote of the eligible members thereof.
  4. Two or more courses combined in a single class are permissible if approved by the faculty member and the majority of the eligible members of his department. Such classes shall have a class size maximum of 25.
  5. Where facilities are available, and the members of the department with one or more years of service have granted their approval, lecture-discussion combinations may be scheduled, provided that lecture groups do not exceed 150 students in size and that discussion sections do not exceed 25 students in size. Each lecture-discussion course shall include at least one hour of class contact per week for each discussion section, exclusive of hours of lecture. A faculty member who teaches such a discussion section will receive two hours of his teaching load, at his regular base rate of pay, for each discussion section he is assigned, whether such a discussion section is part of his regular teaching assignment or is part of an assignment beyond the normal course load. A faculty member who accepts assignment to one or more discussion sections of a lecture-discussion course will be responsible for a share of the lectures in proportion to the number of such discussion sessions. The participation of a faculty member in such lecture-discussion courses will be on a completely voluntary basis and shall be indicated in a written agreement signed by the faculty member.
  6. All class sizes referred to in this Agreement shall be determined as of the end of the eighth school day or the fourth class meeting, whichever comes first, following the end of the registration period. All extra pay for over enrolled courses will be calculated based upon actual documented enrollments as of the mid-term of the semester.
  7. A single section of an advanced course required for program completion will be retained by the Administration if it has an enrollment of 15 or more students. In courses with multiple sections, if originally scheduled sections are at maximum

enrollment, an additional section with enrollment of 15 or more students shall be retained by the Administration. These class size minima shall not limit the Administration's authority to offer classes of smaller size if they are necessary to the educational program.

8. Payment for Classes with Excess Enrollment:

a. Payment for excess enrollment shall be on a per capita basis which is to be determined by load, class contact hours, and teachers' salary. The formula for payment is as follows:

**Fall & Spring:**

$$\frac{\text{Annual salary}}{\text{Annual load}} \times \frac{\text{overs}}{\text{contract limit}} \times \text{contact hours} \times .94$$

**Mini Term:**

$$\frac{\text{Annual salary}}{\text{Annual load}} \times \frac{\text{overs}}{\text{contract limit}} \times \text{contact hours} \times .89$$

**Summer Term:**

$$\frac{\text{Annual salary}}{\text{Annual load}} \times \frac{\text{overs}}{\text{contract limit}} \times \text{contact hours} \times .89 \times .75$$

The appropriate value of annual load as used in the above formula shall be determined by Section B.1 of this Article.

- b. All regular load and variable heavy classes are to be counted in determining the over enrollment payment. If the contact hours and/or the contract limit varies from class to class, each class shall be computed separately and then the amounts from each class added together.
- c. If faculty members' loads in a given class exceeds the +3 and or +5 allowed in paragraph A.1.e of this Article, they shall be paid for the number of students above +3 and/or +5, regardless of the enrollments in their other classes.
- d. Overtime classes shall be computed separately. Underenrollments in an overtime class shall not be subtracted from the overenrollments in the faculty member's regular program, and vice versa. Over enrollments in overtime classes shall be figured at the overtime rate specified in Article VI.A.4 of the Agreement.
- e. If a faculty member is over enrolled in a class being taught partially for load and partially for overtime, the payment is computed using the formula above, by figuring the how much the pay for an hour of load would be, times the number of contact hours of load, and what the pay

for an hour of overtime contact hour would be times the number of hours of overtime.

## **B. Teaching load.**

1. Semester teaching load. After July 14, 2008, the load for all faculty members, except those who teach English Composition, shall be fifteen (15) class contact hours per semester. The class load for those who teach English Composition shall be twelve (12) class contact hours per semester. Effective Fall 2005, faculty members assigned to teach clinical hours in nursing shall receive one contact hour for each hour of clinical work.
  - a. Faculty members teaching physical education shall have a regular teaching load of 16 class contact hours, except that faculty members hired after July 16, 1993 to teach physical education shall have a regular teaching load of 18 class contact hours per semester. A faculty member teaching physical education who is assigned coaching duties shall receive teaching load credit for such duties in accordance with the schedule in Appendix F.
  - b. Advisors and librarians shall have a weekly load of 30 hours, including one hour per day for lunch, except that advisors and librarians hired on or after July 16, 1993 shall have a weekly load of 30 hours, excluding lunch. However, they shall not be required to work more than six hours per day. Advisors or librarians who teach classes shall receive one hour of released time for class preparation for each class contact hour.
  - c. New advisors and librarians on or after July 16, 1993 shall be assigned to professional duties up to four consecutive weeks outside of the academic year, so long as the total number of weeks worked within each fiscal year does not exceed 37 weeks. After the administration has asked for volunteers at each college, up to three advisors and 1 librarian, including those newly hired, may be assigned to flexible work schedules that may include up to four consecutive weeks outside the academic year, so long as the total number of weeks worked within each fiscal year does not exceed 37 weeks. Advisors and librarians hired before July 16, 1993 shall be assigned to flexible work schedules on the basis of least seniority and on the basis of rotation.
2. Variable Teaching Load.
  - a. The teaching load may, by mutual agreement between the faculty member and the College President, be unequally divided between any two consecutive semesters, provided that the teaching load for the total two academic years involved may not exceed the teaching load as stipulated in the paragraphs above, and further provided that the teaching load for any one semester shall not exceed 18-19 class contact hours (19-21 class contact hours for Physical Education). However, the variable load for non-tenured faculty members shall be limited to the Fall and following Spring semester of one academic year.

- b. After the above voluntary methods of requesting faculty members to teach on a variable load basis have been utilized, the teaching loads for faculty members may be unequally divided between any two consecutive semesters, except that no more than 18-19 class contact hours (19-21 class contact hours for Physical Education) may be assigned in any semester, and provided further, that the teaching load for the total two academic years involved may not exceed the teaching load as stipulated in the paragraphs above. However, the variable load for non-tenured faculty members shall be limited to the Fall and following Spring semester of one academic year.
          - c. Such teaching assignments shall be made on the basis of inverse seniority at each College, except that no more than 15 percent of the faculty members at each College shall be required to teach on a variable load basis each semester.
3. Department Released Time.
  - a. All department chairpersons shall receive release time for one-half of teaching load. When a department exceeds 30 FTE faculty members in size, it shall be divided along related disciplinary lines into two or more smaller departments so the maximum of 30 is not exceeded.

### **C. Department Course Schedules.**

Course offerings and the scheduling of classes within a department shall be determined by the program needs of students enrolled in all curricula of the College as determined by the administration. A proposed schedule of departmental course offerings for each semester or term shall be initially prepared by the Department Chairperson and referred to the majority of the eligible members of the department or their democratically-chosen representatives for their recommendation before it is forwarded to the administration for approval or revision.

### **D. Teaching Programs.**

1. The preparation of teacher programs shall be the responsibility of the Department Chairperson in consultation with the faculty member and subject to the limits established by the seniority provisions of this Agreement. A faculty member shall be notified of his program at least thirty (30) days before the end of the preceding semester by being presented a written and dated copy of said program. Changes in a faculty member's program may be made if emergencies arise, and such changes shall also be in writing and dated and signed by the Department Chairperson. In making the necessary changes due to emergencies, the Department Chairperson shall make every effort to consult with the affected member in the interest of arriving at the best solution for all concerned.
2. Faculty members shall be present on campus for all professional duties and obligations, including classes, departmental meetings, faculty meetings called by the College President or the Chancellor, and student conference hours. Each faculty

member shall schedule a minimum of seven (7) hours per week outside the classroom for student conferences and student academic advisement. Each lecturer or teacher of an overtime class shall schedule one (1) student conference hour per week for each class. These conference hours shall be scheduled to provide maximum convenience for students who wish to confer with a faculty member. Faculty members who have released time shall have their student conference hours and student academic advisement hours reduced in proportion to the reduction in their teaching load.

3. Every effort shall be made to schedule regular teaching load classes within a six hour work day and to avoid scheduling more than two classes consecutively. Where exceptions to the six hour limit per day are necessary, no faculty member's accumulative daily assignments may exceed thirty hours per week for a regular program.
4. No faculty member shall be required to teach on more than five (5) days per week for his regular program. A faculty member who has no scheduled classes or other duties, as specified in paragraph 2 above, shall not be required to be present at his College on such days. Whenever possible, a faculty member's program shall be arranged so as to allow him to pursue professional activities which relate to or enhance his academic effectiveness.

#### **E. Outside Employment.**

A full-time position in the Colleges is accepted with the understanding that the faculty member will not continue, or at a future date accept, a concurrent full-time position or positions equal to a full-time position with any other employer or employers while he is teaching full-time in the Colleges.

#### **F. Seniority and Rotation.**

1. Determination of seniority. Seniority - the priority that comes because of length of service in the Colleges - will be determined within a department at each College and within the Colleges on the following principles:

Seniority of faculty members whether initially employed under a Colleges certificate or employment contract is based on the date of beginning continuous full-time employment. Conflicts of seniority among faculty members with the same beginning date of full-time employment shall be resolved by earlier dates of part-time employment, or application for employment, in that order.

2. Colleges-wide Seniority and Retention of Employment.
  - a. Retention of employment. For the purpose of retention of employment in the event of a reduction in size of the faculty or elimination for one academic year of courses which a faculty member is qualified to teach at his College, seniority shall be colleges-wide. Thus, faculty members who cannot be employed in their field of qualification at the College of assignment shall have the right to be employed at any other College where a program they are qualified to teach is available. Colleges-wide



seniority shall, under these circumstances, be exercised over the least senior faculty members in their field of qualification. However, retention rights shall not be exercised over other faculty member if it is possible to provide them with a full-time program through the elimination of part-time lectureships or overtime first at their own College and then elsewhere in the Colleges. A faculty member transferring to another College in the above circumstances shall suffer no loss of seniority for any purpose.

- b. Financial exigency: Layoff, Recall and Requalification. If the Board anticipates a financial exigency, and the Board believes it may be necessary to reduce the size of the faculty, it shall so notify the Union at least two months in advance of notification of layoff of any tenured faculty member, unless an emergency occurs in which case the Union will be notified as soon as possible. Following such notification, the Board shall undertake the following steps prior to taking any action to reduce the size of the faculty. The Chancellor shall present to the Union evidence of such financial exigency and consult with Union officers regarding possible alternatives to faculty layoffs. If such action is finally taken, it shall be subject to the following conditions:
- (1) The union shall be given a list of faculty members to be laid off which shall indicate the date employment shall end, seniority status, and subject area of employment of each faculty member. Such a list shall conform to Article VIII.F.2.a and c. Tenured faculty members shall be notified of layoff by certified mail by February 15, except in an emergency where the faculty member shall be notified as soon as possible. Such notice shall include a statement of the reason therefore.
  - (2) Recalls from layoff shall be in inverse order of layoff. The right to recall shall be up to three (3) years for tenured faculty members. Notice of recall shall be sent by certified mail to the faculty member's last known address, and the faculty member shall reply within 30 days of receipt of the recall notice. No new faculty members shall be hired in any subject area until all recalls of laid off faculty members in that area shall have taken place.
  - (3) A tenured faculty member notified of his layoff while on employed status shall, upon application, be granted a one-year professional leave of absence without pay, under the provisions of Article IX.B.1. in lieu of being laid off. A tenured faculty member who becomes qualified in another subject area under this provision shall have the first right to any position which becomes available in that new subject area at his college.
- c. Qualification to Teach. The qualification of a faculty member to teach specific courses or in particular fields shall be determined by any one or more of the following:

- (1) Teaching field specified in the Colleges certificate or employment contract;
- (2) Number of years of teaching experience in his field at the college level; (Note: This qualification shall not apply to faculty members hired after July 15, 1989.)
- (3) For faculty members hired prior to July 15, 1996, graduate degrees or graduate work amounting to at least fifteen (15) hours in the field. For faculty members hired after July 15, 1996, thirty (30) graduate semester hours shall be considered the minimum qualification for any secondary teaching field or discipline.

Where a faculty member cannot qualify to teach in a particular field on the basis of the above criteria, and where no graduate academic preparation is possible, relevant outside work experience may be considered.

3. Application of departmental seniority to regular work at a College.

- a. A seniority list shall be posted by the Department chairperson on October 1, February 15, and July 1 of each year in a conspicuous place in each department. The seniority list shall be revised as necessary during the year by the Department Chairperson to reflect changes in the department's membership as a result of resignations, retirements, transfers, etc.
- b. Scheduling of courses and assignments to regular academic programs during the academic year shall be determined in the following order:
  - (1) Availability of work.
  - (2) Qualifications of the faculty member based on the criteria specified in paragraph 2.c. above.
  - (3) Seniority within a department at each College subject to the following qualifications:
    - (a) A senior faculty member may not exercise a choice of a second elective course within his subject or field of teaching within his program each semester until other members of his department qualified in the same subject or field have made a first choice of electives in the order of their seniority. The same principle of alternating choices shall apply until all electives are assigned;
    - (b) In the event that two or more members of a department wish to have a particular pattern of days or hours in their teaching program, then the most senior shall have

preference, and assignments to programs shall proceed in order of seniority;

(c) All faculty members shall have an obligation to teach their fair share of subjects within the general education core taught by their department;

(d) In the event one or more classes in a faculty member's program are canceled due to inadequate enrollment, the faculty member may not exercise their seniority over a less senior faculty member if they can be accommodated with another class or classes at the College of his assignment, or through the utilization of the variable load option.

4. Application of departmental seniority and rotation to extra work.

a. Where extra work is available in a department a list of such extra work shall be posted by the Department Chairperson in that department as soon as the information becomes known.

b. After qualification for extra work has been determined, based upon the criteria specified in paragraph 2.c. above, seniority and rotation will be the basis for assigning extra work.

c. Notice of the availability of extra work beyond the normal work load on funded projects or special assignments for research and development shall be communicated in writing to all department chairpersons and to the Union. Faculty members shall be given first consideration for such work before it is offered to outsiders. The qualifications for such work shall be determined by the Administration. Assignments to such work shall be made by the Administration. Special assignments shall not include the teaching of classes.

d. Any classes or other work made available by granting sabbatical leaves shall be an exception to the provisions of this section concerning the assignment of extra work. Such classes or other work may be assigned to outside lecturers.

e. Rotation Lists

(1) Rotation lists based on seniority and the past amount of extra work assigned will be maintained by the Department Chairperson and posted in a conspicuous place in each department. The first rotation list shall take into account all extra work assigned since June 27, 1966, and shall be in effect as of that date.

(2) The administration shall prepare a salary list for all faculty at each College three (3) times a year, on January 31, June 30, and August 31, and will supply such a list to each appropriate College

President or other Administrator in charge. The College President or Administrator in charge shall supply a copy of such salary list or alternatively a department salary list to each appropriate Department Chairperson as soon as possible after receipt of the original list. Each salary list shall contain a complete and accurate statement of all pay earned by each faculty member through the end of the preceding semester or term.

(3) The Department chairperson will compute the rotation points earned, if any, by each member of the Department, and post rotation lists as provided for in Paragraph 4 below. Each such list shall determine eligibility for extra work for faculty members of the Department on the following basis:

(a) Rotation list of January 31:

Includes all points earned through the end of the Fall semester plus the points for estimated earnings for assigned overtime during the Spring semester. Will determine eligibility for summer work.

(b) Rotation list of June 30:

Includes all points earned through the end of the Spring semester plus the points for estimated earnings for the Summer term. Will determine eligibility for extra work for the Fall semester.

(c) Rotation list of August 31:

Includes all points earned through the end of the Summer term plus the points for estimated earnings for assigned overtime during the Fall semester. Will determine eligibility for extra work for the Spring semester.

(4) The Department Chairperson shall revise the rotation list each semester or term and shall post the revised list sufficiently in advance of the next semester or term so that all eligible members of the Department will be able to determine their eligibility for extra work assignment before the new semester or term begins. A copy of the rotation list, together with the faculty salaries from which the points were determined, shall be filed with the College Administration.

f. The number of points based on the amount of extra work assigned in the past will determine the eligibility of the faculty member for extra work, with those who have the fewest number of points having priority. Seniority will be the deciding factor as between two or more faculty members having the same number of rotation points. Seniority shall also

decide the assignment to particular courses or programs of extra work as between two or more faculty members eligible for such extra work.

- g. In determining the number of points of past extra work assignments, extra work performed at any College, including TV College, shall be counted. Whenever it is necessary, the Chancellor shall provide information about previous extra work assignments.
- h. Effective at the beginning of the Fall semester 1975, rotation points shall be assessed as follows: one rotation point for each 12% of extra pay above a faculty member's base rate of pay. Fractional points shall be assessed for extra pay which is less than 12% of a faculty member's base rate of pay. The formula for computing rotation points shall be:

$$\text{points} = \frac{(\text{gross-base}^1 \times 8)}{\text{Base}^2}$$

(Base<sup>1</sup> is the base amount at the time when points are computed; base<sup>2</sup> is the total annual base amount.)

- i. New faculty members will be assigned to the bottom of the rotation list in the order of their seniority, and will be credited with the same number of points of extra assignment as that accumulated by the faculty member with the highest number of points on the rotation list.
- j. If extra work is available at a College in which no qualified member of the faculty at that College is interested, the Department Chairperson shall give preference to qualified faculty members from other Colleges before assigning such work to administrators or outside lecturers. The Department Chairperson shall communicate in writing the information concerning such extra work to the chairpersons of all appropriate departments at other Colleges of the City Colleges and to the Central Office of the City Colleges. Notice of all extra work available at any College or at any other academic location of the Board except work on funded projects or special assignments shall contain no requirement of qualifications other than those specified in Article VII.F.2.c. Where no qualified faculty member from another College applies for such extra work to the department where the extra work is available within two weeks after the information has been communicated, then the Department Chairperson may assign such work at his discretion. When two or more qualified faculty members from other Colleges apply for extra work at a given College, Colleges-wide seniority and rotation shall decide the assignment. Qualified administrators will be allowed to teach one (1) course each semester if extra work is available at a college and no member of the faculty is interested.
- k. Neither the scope of original seniority and rotation lists nor the assignment of faculty members to such original lists shall be changed unless there is a change in the designated discipline or field of the faculty members' employment or unless they transfer from one college to another. Faculty

members, regardless of their teaching qualifications, can be on only one rotation list at any one time.

- l. Administrators returned to the classroom thereafter shall be assessed rotation points on their earnings as an administrator minus the regular salary that person would have earned as a faculty member during the period of time he/she was an administrator.
- m. Notwithstanding the foregoing provisions, application of seniority and rotation points shall not apply:
  - (1) For a period of one year after a faculty member has developed a new course;
  - (2) Where a faculty member is requested by an outside agency or company for contract training;
  - (3) For live interactive courses delivered by telecommunications, except that no individual faculty member shall continue to teach a particular live interactive course for more than one year in violation of the seniority and rotation provisions of this contract.

#### **G. Transfer Policy.**

1. Transfer at the request of the faculty member. Faculty members have the right to transfer from one College to another whenever a position in their field, as defined in Section F.2.c. above, is available at another College. The transfer will be subject to the approval of the College President of the receiving College and a majority of the eligible members of the receiving department. If approval is denied, the reasons therefore shall be stated in writing to the faculty member, provided, however, that such faculty member's seniority status shall not be cited as a reason for denying his transfer. However, such transfers shall not be allowed if the effect of the transfer would be to reduce the number of tenured members of the department to less than one-third (1/3) of the department's faculty members. If two or more faculty members apply for the same position, the most senior shall have preference. A faculty member transferring to another College shall retain all accumulated seniority for all purposes at his new College. Upon approval by the Board, the transfer shall become effective as of the beginning of the next semester or term following such approval. The Chancellor shall prepare a list each semester of open and unfilled full-time positions at each College of the Colleges; this list shall be posted one month prior to the end of the semester at each College. The list shall indicate the positions vacant as of that date. In addition, unforeseen vacancies shall be reported to each College as soon as the information becomes available.
2. Transfer at the request of the administration. A faculty member being permanently transferred from one College of the Colleges to another College at the request of the Administration shall retain Colleges-wide seniority for all purposes at the new College; and faculty members shall have the right to choose the College to which they are being transferred. The receiving department shall

be notified at least ten (10) days before the Chancellor's recommendation before such transfer is presented to the Board.

3. Freeze on transfers. Unless mutually agreed to otherwise, there shall be a freeze on all faculty transfers during the period of this Agreement.

However, this freeze shall not apply to transfers under Sub-section 1 above if the effect of the faculty transfer is to help to implement the Board's Affirmative Action Policy. In addition, the freeze shall not apply in the event of a reduction in force as provided for in Article VIII F.2. of this Agreement.

4. Transfer to new Colleges or facilities. When a new College or facility is opened replacing one or more existing Colleges, or in the event that any teaching program is transferred from an existing College or Colleges to such new College or facility, the faculty members involved at the College or Colleges affected shall have the right to transfer to such new College or facility on the basis of their Colleges-wide seniority. In such a case they shall have priority over any other applicant for employment at, or transfer to, the new College or facility. When a teaching program involving an entire department is transferred to such new College or facility, then the entire department shall have the right to transfer en masse to the new College or facility. Any faculty member transferring to a new College in the above circumstances shall suffer no loss of seniority or other rights. After all faculty members from the replaced College or Colleges have been transferred to the new College or facilities, then paragraph G.1. above shall apply.

#### **H. Registration Duties, Professional Development and End-of-semester Activities.**

1. Registration Duties. Registration shall last no longer than one week at all Colleges. Faculty who select Saturday or week-end classes shall be present on the days that registration is held for these classes, but will not be required to be present in registration for more than five days a week. Duties of faculty members during the registration period shall consist of advisement, programming and other professionally related duties. After classes start, registration shall be handled exclusively by the administrative staff and Department Chairpersons. A faculty member shall be assigned to no more than six hours of advisement, programming or other professional activities per day during registration except that a faculty member teaching beyond the normal course load may be assigned an additional six hours per week for each three hour credit course taught above his normal course load. The time of any faculty member during the period of registration not required for registration duties shall be utilized for professional development in the form of academic meetings and conferences, student orientation activities, departmental meetings, inter-departmental meetings and other appropriate professional activities.
2. End-of-semester Activities. Duties of faculty members during the end-of-term period shall consist of final examinations, grading and recording of grades. The time of any faculty member during the end-of-term period not required for such duties may be utilized for departmental meetings, interdepartmental meetings, Colleges-wide meetings, city-wide meetings, course preparation, and other professional duties.

## **I. Academic Year and Calendar.**

1. Semester System. The academic year shall consist of two semesters, a Fall Semester of eighteen (18) weeks, and a Spring Semester of eighteen (18) weeks. Each semester shall include 78 instructional days excluding the final examination hour(s). The calendars for the 2013, 2014, 2015, 2016 and 2017 academic years are shown in Appendix E.
2. Summer Session. The Board may, at its option, schedule a summer session.
3. Holidays. The following legal holidays shall be observed as paid holidays by the City Colleges of Chicago for the period of this Agreement:

### **Fall Semester 2013**

Labor Day	September 2
Thanksgiving	November 28, 29

### **Spring Semester 2014**

Martin Luther King Jr.'s Birthday	January 20
President's Day	February 17
Spring Vacation	April 14-20

### **Summer Session 2014**

Independence Day	July 4
------------------	--------

### **Fall Semester 2014**

Labor Day	September 1
Thanksgiving	November 27, 28

### **Spring Semester 2015**

Martin Luther King Jr.'s Birthday	January 19
President's Day	February 16
Spring Vacation	March 30-April 5

### **Summer Session 2015**

Independence Day	July 4
------------------	--------

### **Fall Semester 2015**

Labor Day	September 7
Thanksgiving	November 26, 27

### **Spring Semester 2016**

Martin Luther King Jr.'s Birthday	January 18
-----------------------------------	------------



President's Day	February 22
Spring Vacation	March 21-27

**Summer Session 2016**

Independence Day	July 4
------------------	--------

**Fall Semester 2016**

Labor Day	September 5
Thanksgiving	November 24, 25

**Spring Semester 2017**

Martin Luther King Jr.'s Birthday	January 16
President's Day	February 20
Spring Vacation	April 10-17

**Summer Session 2017**

Independence Day	July 4
------------------	--------

**Fall Semester 2017**

Labor Day	September 4
Thanksgiving	November 23, 24

**Spring Semester 2018**

Martin Luther King Jr.'s Birthday	January 15
President's Day	February 19
Spring Vacation	March 26-April 1

**Summer Session 2018**

Independence Day	July 4
------------------	--------

When legal holidays fall on a Saturday or Sunday, they shall be observed, respectively, on the preceding Friday or on the following Monday.

Whenever there is a difference between the date of any of the above holidays and the date established for the State holidays, the latter shall govern.

**J. Employment and Tenure Policy.**

1. Initial employment and renewal of employment contract.
  - a. No fewer than three recommendations on initial employment including initial rank and salary assignment, and renewal of employment contracts of non-tenured faculty members shall be made by the eligible members of the department or a committee of their democratically chosen

representatives. All applications for faculty vacancies shall be made available to the department prior to its consideration of candidates for initial employment. In cases of initial employment during the summer, a democratically chosen committee shall be constituted from among the eligible members of the department to make such recommendations.

However, decisions concerning the recommendations of tenure contracts shall be made only by the tenured members of the department, except as provided for in c. below.

- b. The criteria for, and the procedures by which, recommendations on initial employment and renewal of employment contracts are to be made shall be agreed upon by a majority of the eligible members of the department and shall be published in writing for the members of the department. Similarly, a majority of the tenured members of the department shall establish criteria and procedures for the recommendation of tenure contracts, which shall also be published in writing for the members of the department. Copies of the procedures and criteria specified in this paragraph shall be submitted to the College President. The minimal criteria for initial employment shall be as described in Appendix D.
- c. Voting on candidates for renewal of contract other than tenure contracts shall be limited to those eligible members who have at least two semesters more continuous full-time service in the department than has the candidate except that all tenured members may vote on all candidates and only tenured members shall vote on the granting of tenure contracts. However, if there are less than three tenured faculty members in the department then the recommendation concerning the granting of a tenure contract shall be made by a majority of the eligible members of the department. Recommendations not to renew an employment contract will be by majority vote by secret ballot.
- d. Such recommendations on initial employment and renewal of employment contracts and tenure contracts shall be forwarded in writing by the Department Chairperson together with his views to the College President. The Board may require the pre-employment assessment of an applicant's skills, qualifications and knowledge. If the College President does not accept the recommendation of the department, then he shall state his reasons in writing to the Department Chairperson who in turn shall inform the eligible members of the department. If a faculty member is not recommended for renewal of employment contract by either the department or College President, the written decision informing him of such denial shall state fully and completely the reason or reasons for such action. The written decision denying renewal of employment contract shall be deemed confidential and shall not be included in the faculty member's personnel record, nor shall a copy of this written decision be forwarded to any other employer.

- e. When an employment contract is offered to a prospective faculty member who is being employed to fill a temporary vacancy created by the absence on leave of another faculty member who is expected to return to his position from such leave, such contract shall clearly state that his employment is as a replacement only.
  - f. Except for the replacement contracts referred to in sub-section “e” above, the Board agrees to institute a freeze on the issuance of five month and/or self-terminating contracts to faculty members, and to issue only regular annual employment contracts to all newly employed faculty members. However, the Board and the Union may, by mutual agreement, determine that in a particular case, a contract of less than one academic year’s duration should be issued to meet the academic needs of the City Colleges. The freeze shall terminate at the expiration of this Agreement.
2. **Date for Renewal of Employment Contract.** The decision to continue or to terminate the employment of a non-tenured faculty member shall be indicated to him in writing no later than February 15 for Fall semester hires, and no later than October 15 for Spring semester hires. Should the decision to terminate be indicated later than February 15 or October 15, then the said faculty member shall be offered one additional year of employment, which shall be the final year of employment. A faculty member shall have until April 1 for Fall semester hires, and November 1 for Spring semester hires to indicate his decision in writing to the College President to continue or to terminate his employment.
  3. **Tenure.** All faculty members shall acquire tenure in the Colleges after three full-time consecutive years of employment provided that the faculty member is employed on contract during the fourth year. The fourth year contract will be considered as a legal document certifying tenure.

**K. Other Conditions of Employment.**

1. **Faculty Personnel Records.** All faculty personnel records shall be maintained under the following circumstances.
  - a. A copy of all personnel records relating to any employee covered by this Agreement excluding payroll and grievance records shall be kept in his official personnel file, which shall be located in the office of the College President.
  - b. All personnel records shall be in writing. No material derogatory to a faculty member’s conduct, service, character, or personality shall be placed in the personnel file of any faculty member unless that faculty member has had an opportunity to read such material. The faculty member shall acknowledge that he has read such material by affixing his signature to the actual copy to be filed, but it shall be understood that such signature merely signifies that he has read the material in question. Such signature indicates neither agreement nor disagreement with its content.

- c. The faculty member shall have the right to answer in writing any material filed in his personnel file, and his answer shall be attached to the file copy.
  - d. Upon request by a faculty member, he shall be given access to his file without delay. At his written request each faculty member shall be furnished, without cost, a copy of any material in his file. No items may be removed from a faculty member's file, except for brief inspection or copying.
- 2. **Faculty Facilities.** The Board shall make every effort to provide adequate office space and equipment together with facilities for student conferences. Faculty lounges, dining facilities, parking areas and adequate secretarial services shall be provided for in the design and budget of new Colleges, except where the provision of such parking facilities requires a structure above or below ground. The City Colleges of Chicago as a public institution has the obligation to conform to safety requirements as determined by appropriate administrative and statutory law, in accordance with the overall provision in Article XII.
- 3. **Faculty Evaluation.**
  - a. General Provisions
    - (1) The material generated in the course of an evaluation shall be confidential and limited to members of the Department Evaluation Committee, the Visitation Team, the Evaluatee, and the Administration.
    - (2) The procedures and instruments used in the evaluation are subject to review and revision by joint agreement between the Board and the Union.
    - (3) The evaluation shall be completed in the academic year it is conducted.
    - (4) All persons involved in the evaluation shall be full-time tenured faculty members.
    - (5) Due to the non-classroom nature of the Advising Departments and Library Science Departments and their service-oriented responsibilities, these departments may use evaluation instruments that are relevant and specifically applicable to such departments. The instruments shall be developed by the department chairs of such departments and approved by the Union and the Board. The evaluation instrument is included in the Agreement as Appendix H.
  - b. Evaluation Procedure: a Twelve-step Process

### **Self Review**

- (1) Self Evaluation Form completed by the person being evaluated. Portfolio prepared by the person being evaluated. Class video-taped for teacher's own viewing only (Optional).

### **Peer Review**

- (2) Portfolio of Instructional Materials prepared by teacher and presented to the Visitation Team and to the Department Evaluation Committee.
- (3) Class visits by the Visitation Team.
- (4) Discussions between Visitation Team and teacher and between teacher and Department Evaluation Committee.
- (5) Summary filed with Department Evaluation Committee attesting to excellence or noting enhancement needed.

### **Student Evaluation**

- (6) Results of the current student evaluation received by the teacher and the Department Evaluation Committee.
- (7) Summary prepared on student evaluation noting excellence or enhancement needed.

### **Administration and Peer Review**

- (8) Review of credentials on file by the department head and Academic Vice President.
- (9) Participation on the D.E.C. and on the Visitation Committee.
- (10) Receipt of all documents for follow-up and personnel file.
- (11) Administrative review of faculty responsibilities to include:
  - Grades
  - Attendance keeping
  - Statistics noting excellence or enhancement needed
  - Teacher's role as college member
- (12) Updated statement filed with the Vice President and D.E.C. noting excellence or enhancement needed and forwarded to the President and then to Chancellor.

I. Selection of Faculty to be Evaluated

Twenty-five percent of faculty of each department should be evaluated each academic year; the individual faculty members to be evaluated in any one year shall be determined first by volunteerism and secondly by lottery conducted by the department. No faculty member shall be evaluated more than once every four academic years.

II. Department Evaluation Committee

A. A Department Evaluation Committee (D.E.C.) shall be established to oversee the administration of faculty evaluation.

B. The D.E.C. shall consist of the department chair, the Academic Vice President or designee, and two other members selected by the department and shall perform the following functions:

1. Faculty selection for evaluation will be completed by September 30 of each academic year and forwarded to the College President and the Union Chapter Chair of that college.
2. Establish the membership of the Visitation Team in consultation with the evaluatee.
3. Collect the information from the four sources of the evaluation.
4. Hold the evaluation conference to inform the evaluatee of the results and recommendations generated by the four sources.
5. Allow the evaluatee to respond to the evaluation.
6. Conduct follow-ups as deemed appropriate.
7. Forward the evaluation information report by February 1 of each academic year to the Vice President to be included in personnel file of the evaluatee.
8. Make such reports as necessary.

III. Visitation Team

A. A visitation team, to be selected by the department, shall consist of not less than three members, with one member being from outside the department and one member of the academic administration. The evaluatee shall have the right to choose one member of the visitation team.

B. The Visitation Team shall perform the following functions:

1. Review academic contents of the Portfolio prepared by the person being evaluated.
2. Consult with the evaluatee to arrange for mutually convenient date(s) for the classroom visitation(s).
3. Visit the class(es) of the evaluatee.
4. Discuss the visitation with the teacher and the D.E.C. Arrange for further visits if needed or requested.
5. File a summary of the visitation with the D.E.C.

#### IV. Portfolio

The portfolio information is to be divided into two groups: (1) contents of portfolio (course syllabi, course outline, examination and quizzes, class materials, and grading procedures), which shall be made available to the Visitation Team and (2) the information included under “Other Information” which shall be made available to the Department Evaluation Committee.

#### V. The Self Evaluation Component

Prior to the classroom visitation, the instructor will complete the Self Evaluation Form.

#### VI. Peer and Administration Evaluation Component

1. The Visitation Team will complete Classroom Visitation Form. This form is designed to help the Visitation Team to identify those instruction skills at which the instructor excels, as well as to indicate those areas in which the instructor may need to improve. The evaluator should support each observation with constructive comments and/or concrete helpful suggestions.
2. It is expected that the Visitation Team will be sensitive to the unique situation created by the presence of another person. It is assumed that a mutual trust and respect shall exist between the evaluator(s) and the instructor.
3. The result of this evaluation will be forwarded to the academic vice president to be included in the personnel file. The formal report submitted by the vice president shall include a statement to the president commending the employee or recommending enhancement.

#### VII. Student Evaluation Component

The student evaluation questionnaire shall be employed for this initial evaluation.

VIII. Additional Administrative Information

IX. Evaluation Summary

This report form acts as the cover form for all evaluation reports filed on the evaluation of classroom visits. Summaries of the process will accompany this report.

X. Follow-up Procedures

Any faculty member recommended for enhancement by the D.E.C. will have one year in which to demonstrate improvement. Any faculty member who is directed to undertake activities by the D.E.C. findings will be evaluated again during the next academic year by the same evaluation process.

### **SELF EVALUATION FORM**

The purpose of this self-evaluation is to identify significant classroom responsibilities. This self-evaluation is designed to assist the instructor and the department chairperson to establish goals for improvement before the subsequent evaluation.

1. Have you provided the students with a written course outline schedule and objectives?
2. Have you informed your students in writing about attendance policies and grading procedures?
3. Are you regularly available to your students outside of class? If not, please explain:
4. Do you submit departmental and college reports on time?
5. Do you follow stated district and college policies and procedures? If not, please explain:
6. Do you participate in any non-classroom college or district activities? Please explain:
7. Have you participated since your previous faculty evaluation in any activities (e.g., conferences, workshops, etc.) designed to further your professional development? Please explain:
8. Do you participate actively in developing and refining your preparations and materials within the course description or in developing new courses, textbooks, and/or curricula? Please explain:
9. Identify some goals and activities which would enable you to:
  - a. improve your instruction



- b. further your professional development
- c. participate in college and district activities
- d. (other)

Signature of Instructor

### **PORTFOLIO PREPARATION**

#### **I. Academic Contents (To be given to the Visitation Team)**

Course Syllabus - must contain specific objectives.

(Is this a new course?)

(Is this a substantial revision of an existing course?)

Course Outline to include all course assignments.

Examinations and Quizzes.

Materials, handouts, duplicated materials distributed in class.

Evaluation procedure used for final grade.

#### **II. Other information that may be included in the Portfolio:**

- 1. Department activities.
- 2. College activities (Including Union activities).
- 3. Other professional activities.
- 4. New courses developed.
- 5. New teaching techniques developed.
- 6. Conferences attended.
- 7. Presentations made.
- 8. Published works.
- 9. Community services performed.
- 10. Awards and Honors received.
- 11. Other.

## EVALUATOR'S CLASSROOM VISITATION FORM

Instructor \_\_\_\_\_

Evaluator \_\_\_\_\_

Class Observed \_\_\_\_\_

Date of Observation \_\_\_\_\_

Please include a constructive comment or suggestion for each item.

### LEARNING ENVIRONMENT

1. There is a pleasant, positive, cooperative atmosphere.

Comment:

2. Interaction between teacher and students encourages thinking and learning.

Comment:

3. The Instructor demonstrates enthusiasm for teaching.

Comment:

4. The instructor responds to students with encouragement and constructive feedback.

Comment:

### DELIVERY OF CONTENT

1. Presentation of course material demonstrates preparation and organization.

Comment:

2. Method of presentation seems effective and appropriate.

Comment:

3. Instructor's command of subject matter is evident in the presentation.

Comment:

4. The scheduled class time is spent on appropriate activities.

Comment:

## STUDENT EVALUATION QUESTIONNAIRE

Teacher's Name \_\_\_\_\_ Semester \_\_\_\_\_

Course Name And Section \_\_\_\_\_ Your Major Area Of Study \_\_\_\_\_

1. a. Why did you take this course?  
b. What did you expect to get out of this course?  
c. Did you get it? Explain.
2. What is the most useful and/or interesting thing you learned in this course?
3. What did you like most about the course?
4. What did you like least about the course?
5. What did you like most about the teacher?
6. What did you like least about the teacher?
7. How could the course be improved?
8. Additional comments.

### EVALUATION SUMMARY DEPARTMENT EVALUATION COMMITTEE

Name Of Evaluatee \_\_\_\_\_ Section Or Department \_\_\_\_\_

Evaluation Completed \_\_\_\_\_ Yes \_\_\_\_\_ No

Areas Of Difficulty, If Any,  
Communicated To Teachers \_\_\_\_\_ Yes \_\_\_\_\_ No

Enhancement Recommended \_\_\_\_\_ Yes \_\_\_\_\_ No

Enhancement to be followed up by:

Date: \_\_\_\_\_ Department Chair \_\_\_\_\_  
(Signature)

### ADDITIONAL ADMINISTRATIVE INFORMATION

Faculty Name \_\_\_\_\_ Date \_\_\_\_\_

Department/Section \_\_\_\_\_

Lane \_\_\_\_\_ Step \_\_\_\_\_ Rank \_\_\_\_\_ Years of College Teaching \_\_\_\_\_

Years at City Colleges \_\_\_\_\_

## **CREDENTIALS**

1. Degrees
2. Other

## **ADDITIONAL COURSE WORK COMPLETED**

## **RECORDKEEPING**

1. Grades - Mid Terms, Finals
2. Attendance

## **FACULTY ATTENDANCE RECORD**

1. Advisement/Office hours
2. Activities

## **PERFORMANCE AS MEMBER OF FACULTY**

1. Department Committees
2. Department Activities

## **PERFORMANCE AS MEMBER OF COLLEGE**

1. College Committees
2. College Activities

## **COMMENDATIONS AND COMPLAINTS RECEIVED**

### **L. Department Chairpersons.**

1. Appointment.
  - a. The Department Chairperson shall be appointed by the College President with the advice of the eligible members of the department. Such advice shall occur only after a meeting of the eligible faculty members of the department is held to consider and to recommend possible candidates. Such candidates may be either from among the eligible faculty members of the department or candidates nominated by the College President from outside the department. If the College President does not accept the advice of a department concerning the appointment of a Department Chairperson, then the College President shall state his reasons in writing for so doing, and may appoint a Department Chairperson of his choice.

- b. In departments with ten (10) or more faculty members, of which a majority are tenured faculty members, the College President and the majority of the eligible faculty members shall mutually agree on the choice of the Department Chairperson. If the eligible faculty members of the department and the College President cannot mutually agree on the choice of a Department Chairperson, the College President may appoint an acting Department Chairperson for not more than one academic year. If a Department Chairperson is appointed on an acting basis, he shall not be subject to department evaluation prior to offering the initial employment contract.
    - c. Departments where such advice and/or mutual agreement are required include the library staff, audio-visual staff, and advisors staff, as well as any other organizational unit where members of the bargaining unit are permanently assigned for normal duties.
  2. Term. The Department Chairperson shall serve for a term not to exceed three years and is eligible to succeed himself. A majority of the eligible faculty members of the department may petition the College President to recall the Department Chairperson. If two-thirds of the eligible faculty members of the department petition the College President to recall the Department Chairperson, the President shall hold a formal hearing to consider and act upon the petition. If the College President recalls a Department Chairperson, the procedure described above for the appointment of a Chairperson shall apply in filling the unexpired portion of the previous Department Chairperson's term.
  3. Duties of a Department Chairperson.
    - a. Develops a proposed schedule of courses as provided in Article VIII.C.
    - b. Develops teaching programs of faculty in consultation with the faculty members, as provided in Article VIII.D.1.
    - c. Identifies for the administration the faculty members in his department who are qualified for authorized extra work assignments and are eligible by seniority and rotation.
    - d. Develops and posts seniority and rotation point lists for department faculty.
    - e. Identifies staff needs of the department and recommends candidates to the administration.
    - f. Forwards to the administration recommendations of the departmental faculty, together with his own recommendations with respect to initial employment, renewal of employment contracts, and tenure contracts.
    - g. Assists in late registration.
    - h. Plans and coordinates end-of-term activities for the department.

- i. Calls and chairs department meetings.
- j. Recommends professional leaves for department members.
- k. Performs such additional professional duties as are necessary for the operation of the department.

**M. Advisors and Librarians.**

Every effort shall be made by the Board to increase the number of advisors and librarians in each college toward achieving the ratios recommended by professional organizations.

**N. Training Specialists.**

- 1. 2013-2018 Salary Schedule.

The following raises are in effect for training specialists, effective the beginning of each fall semester of each year listed:

2013 0%

2014 2.5%

2015 2.5%

2016 2.5%

2017 2.5%

- 2. Training specialists employed as of July 15, 2013 shall be placed in the appropriate lane based on these criteria:

Lane 1 A baccalaureate degree or, in a technical field, a professional certificate or licensure or work experience directly related to the subject or field he is expected to teach.

Lane 2 A baccalaureate degree plus 30 semester hours of graduate credit.

Lane 3 A Master's degree.

Lane 4 A Master's degree plus 30 semester hours of graduate credit.

- 3. Article VI.G.3.B. of the Union-Board Agreement shall determine what hours of graduate credit shall be counted for advancement in lane. However, for those training specialists in areas where graduate credit is not available, credit equivalency up to a maximum of 30 hours may be given by the administration for work and related experiences gained after initial employment.

4. A training specialist shall advance to a higher lane if he meets the following criteria for each lane:
 

Lane II	A baccalaureate degree plus 30 semester hours of graduate credit in his field of teaching.
Lane III	A Master's degree.
Lane IV	A Master's degree plus 30 semester hours of graduate credit.
  
5. Full time training specialists shall be re-appointed to a project position and shall be entitled to the benefits provided in the renewed grant, provided:
  - a. The grant is refunded and provides sufficient funds for the position;
  - b. That employment is limited to the duration of the renewed grant;
  - c. Such employment is limited by the budgetary and other limitations specified in the grant;
  - d. The duties and functions of the employee remain substantially the same.
  - e. An employee who has performed satisfactorily, in the judgment of the administration, in appointments for a period of three (3) years shall be given reappointments as long as he is judged satisfactory and the conditions stated in items 8a through 8d. above remain in effect.
  
6. Full-time training specialists who are Union representatives shall be provided with released time from class at 3:00 p.m. on Fridays to attend Union Executive Board or Union House of Representatives meetings when such meetings are called.
  
7. The administration shall provide for the continuity of the instructional program by providing, whenever possible, qualified substitutes for absent full time training specialists.
  
8. Full-time training specialists who meet the educational qualifications will have the first right in their area of specialization, in order of seniority, to teach in the evening Adult Learning Skills Program or college level adult education courses at Dawson Technical Institute, and will be considered upon application to teach adult education courses in the other colleges before they are offered to outside lecturers. The full-time training specialists who teach such courses waive any compensation over and beyond the established flat rate of pay for such courses. This agreement is contingent upon its legality.
  
9. Full-time training specialists teaching academic disciplines or non-vocational subjects are required to have a minimum of a bachelor's degree. This requirement will not apply to persons employed as training specialists prior to the effective date of this contract.

10. Job openings applicable to full time training specialists will be publicized as they occur. Furthermore, the administration will post a notice which shall include the title of the proposed project, the program areas, and the number of potential openings, in a conspicuous place when new project contract applications have been formally submitted. A duplicate copy will be given to the Chapter Chairperson.
11. Notice of official vacancies in full-time bargaining unit positions in the other colleges shall be posted in a conspicuous place at the Dawson Technical Institute and other locations where training specialists are assigned for the sole purpose of informing interested persons.
12. Full-time training specialists whose projects end shall, upon application, be considered on a seniority basis and have priority over any outside applicant for any City Colleges position which becomes available. Such applicants must possess a master's degree or any other necessary qualifications.
13. The Dawson Technical Institute and other locations where training specialists are assigned for teaching duties will maintain a student-teacher ratio of 23:1 with a maximum overage of three students per class. Exceptions to these limits shall be allowed if the project contract requires a larger number of students per class.
14. Full-time training specialists shall have an on-site work load of 30 hours per week, including a daily lunch period of 40 minutes and a preparation period of 40 minutes. Exceptions will be made in the required teaching time where the project contract so requires. On a daily basis, full-time training specialists are required to be on-site for six hours with five contact hours of teaching per day.
15. Payroll checks, at the option of the employee, may be mailed to his home, bank, or other designated address.
16. A bulletin board, approximately 4' by 4' in size, shall be made available at a convenient location to be mutually agreed upon by the full time training specialists and the administration of the William L. Dawson Technical Institute and the institutes, colleges or locations where training specialists are assigned. It shall be visibly labeled Local 1600 Bulletin Board. Only the Union Chapter Chairperson shall post or remove notices from the bulletin board.
17. In addition to the foregoing subsections 1-19 inclusive, the Board agrees that Articles I; II-B, D, F, G; III-E, G, I; IV-A, B, C(1); V; VI-A(1), VII; VIII-K(1), O; IX; X; XII, XIII, XV, and Appendices A and C are applicable to full time training specialists.

In all of the Articles enumerated above,

- a. wherever it says "faculty member" read "training specialist";
- b. wherever it says "college" or "colleges" substitute "Dawson Technical Institute or other locations where training specialists are assigned";



- c. all references to department, department chairpersons, department organization, department structure, or department processes are not applicable to Article VIII.N.

18. Vacations.

- a. All full time Training Specialists shall be granted basic vacations each year on July 1 as follows:
  - (1) New full-time training specialists will earn 5/6 days per month from his or her original date of hire as a full-time training specialist through the following June 30.
  - (2) Two weeks for full-time training specialists with at least one year but less than seven years longevity as full-time training specialists.
  - (3) Three weeks for those with seven to fifteen years longevity as full-time training specialists.
  - (4) Four weeks for those with fifteen years and over longevity as full-time training specialists.
- b. Vacations shall be taken at a time agreed upon by the full-time training specialist and the College President or his designee, but in the event of a conflict with vacation times desired by other employees, vacation times will be awarded on the basis of seniority.
- c. Vacations must be taken between July 1 and June 30 of the next year. Exceptions will not be made except for good cause and with the written approval of the Chancellor.
- d. In case a holiday is observed on any work day during a regularly scheduled vacation, such a holiday shall not be counted as a vacation day.
- e. All full-time training specialists shall have a vacation consisting of December 24 and all workdays between December 24 and the ensuing New Year's Day.
- f. In the event a training specialist has earned a vacation as provided herein but has not taken it by reason of separation from service, he, or in the event of his death his surviving spouse or his estate, shall be entitled to receive his prevailing salary in a lump sum for such unused vacation period.

19. The above provisions and only the above provisions of this Agreement apply to training specialists. All other provisions not specifically enumerated in Article VIII.N. are hereby excluded.

**O. Health Service.**

An emergency health service shall be provided at each of the City Colleges of Chicago.

**P. Health Science Department Program Directors.**

1. Appointment

- a. Each Health Sciences Department Program Director shall be appointed by the College President with the advice of the eligible members of each Health Science Program. Such advice shall occur only after a meeting of the eligible faculty members of the program is held to consider and to recommend possible candidates. Such candidates may be either from among the eligible faculty members of the program or qualified candidates nominated by the College President from outside the program. If the College President does not accept the advice of the majority of the eligible members of the program concerning the appointment of a Program Director, then the College President shall state his reasons in writing for so doing, and may appoint a Program Director of their choice.
- b. In programs with three (3) or more full-time faculty members, of which a majority are tenured faculty members, the College President and the majority of the eligible faculty members shall mutually agree on the choice of the Program Director. If the eligible faculty members and the College President cannot mutually agree on the choice of a Program Director, the College President may appoint an acting program director for not more than one academic year. If a Program Director is appointed on an acting basis, he shall not be subject to performance evaluation prior to offering the initial employment contract.

2. Term.

The Program Director shall serve for a term not to exceed three years and is eligible to succeed himself. A majority of the eligible faculty members of the program may petition the College President to recall the Program Director. If two-thirds of the eligible faculty members of the program petition the College President to recall the Program Director, the President shall hold a formal hearing with the program faculty to consider and act upon the petition, and the Program Director shall be notified in writing of the effective date of recall and return to his previous academic faculty status if applicable. If the college president wishes to recall a Program Director, the procedure described above for the appointment of a program director shall apply in filling the unexpired portion of the previous program director's term. Duties of a Program Director.

- a. Develop a proposed schedule of courses as provided in Article VIII.C.
- b. Develop teaching programs of faculty in consultation with the faculty members, as provided in Article VIII.D.1.
- c. Identifies the faculty members in his program who are qualified for authorized extra work assignments and are eligible by seniority and rotation.
- d. Prepares the program budget.

- e. Identifies staff needs of program and recommends candidates to the department chairman and the administration.
- f. Prepares the recommendations of program faculty together with his own recommendations with respect to initial employment, renewal of employment contracts and tenure contracts.
- g. Assists in late registration.
- h. Plans and coordinates end-of-term activities for the program.
- i. Calls and chairs program meetings.
- j. Recommends professional leaves for program members.
- k. Conducts day to day management for the program.
- l. Orients lecturers to maintain instructional values and continuity.
- m. Coordinates examination materials where necessary.
- n. Assists in the selection of textbooks and recommends their approval.
- o. Is responsible for non-faculty supportive personnel within the program, i.e. aides, lab aides, clerks, and student work-study time cards.
- p. Assists the clinical instructor as needed in selecting and scheduling various clinical internships.
- q. Assist in recruiting students for the program.
- r. Establish and chair advisory committee.
- s. Prepares all materials for the accreditation process.
- t. Makes contact with and prepares contracts for all clinical sites.
- u. In consultation with Program Faculty and Department Chair develop for posting the seniority and rotation point list for the program.
- v. Performs such additional professional duties as are necessary for the operation of the program.

### 3. Qualifications

The program director shall be certified by a state or nationally recognized certifying board and have a baccalaureate degree or obtain such degree within four (4) years of hire, with at least three years of clinical experience in the area of certification including one year teaching in the area of certification.

- a. It is highly desirable that the program director have a master's degree.

- b. The program director should have a working knowledge of current accreditation and certification procedures.
4. Released time.
- a. Faculty load shall be given preference over released time or stipend, if faculty in a particular Health Science Program do not have enough classes to fulfill their teaching duties.
  - b. Released time for Health Science Program Directors shall be sufficient to operate each Health Science Program. Program director's released time for the academic year shall be based on Article VIII.B.3.(a) of the Union Board Agreement. In addition, each summer, each program director shall receive a stipend in an amount equivalent to:
 

Number of Full-Time Equivalent Faculty in Department	Program Director/Stipend Equivalent Contact Hours
3-6	2
7-30	4
  - c. Released time for Health Science Program Clinical Coordinators shall be based on contact hours of the appropriate clinical courses.
  - d. (Applicable to colleges with five (5) or more Health Sciences Programs.) Released time for a Health Science Department Chair shall be sufficient to coordinate activities of the various Health Science Program Directors, faculty and staff. Duties of the Health Science Department Chair are outlined in Article VIII.L.3 of the Union-Board Agreement in consultation with the various Health Science Programs. Health Science Department Chair's released time shall be 6 contact hours for an academic year.
5. Full-time Health Science Program Directors (Professional Employees) serving prior to the date of adoption of Article VIII.P. shall be exempt from the conditions of Article VIII.P. Health Science Program Directors (faculty) receiving stipends instead of released time prior to the date of adoption of Article VIII.P. may continue to do so. College Presidents, with a majority of program faculty in agreement, shall have the option of applying a stipend-salary equivalent to appropriate release time as stated in Article VIII.P.5.a.b. for the development of new Health Science programs. Any stipend awarded shall not exceed salary equivalent to the released time agreed upon in Article VIII.P.

**Q. Distance Learning.**

The Union and the Board agree that the City Colleges of Chicago Telecommunications Project (CCCTP) shall be conducted under the following points of agreement.

- 1. Faculty participation with the Center for Distance Learning shall follow the board/union agreement with the following stipulations: Candidates must pass a

basic computer skills assessment, must demonstrate experience in teaching distance learning courses, and/or must pass the Illinois On-Line Network courses (Overview of Learning On-line and Instructional Design). The candidate may teach no more than two courses per semester and only one may be for load. Only after positive evaluation will the candidate be allowed to teach again with the Center for Distance Learning. Qualified CCC faculty members have preference over outside lecturers.

2. The faculty member who has developed or revised a Distance Learning course shall have the right to coordinate that course for the first academic year it is introduced.
3. If in the opinion of the faculty member and the Administration it becomes necessary for the faculty member to visit off-campus sites, transportation shall be provided for the faculty member by the Administration. If the faculty member travels by public transportation, or by taxi, expenses shall be reimbursed by the Administration. If the faculty members provide their own motor vehicles, the Administration shall compensate them at the rate approved by the Internal Revenue Service.
4. The calendar in the Faculty Agreement shall be used for all courses taught under the CCCTP. Each course, except for web-based courses, will have a fixed beginning and ending date. Students may not register for a class after the official start date of the class, except with the express permission of faculty member teaching the class.
5. Each faculty member in the CCCTP shall decide where they will grade school work and exams. They will have no responsibility to translate grades into a different system, and they will report to Administrators only at their college and to Administrators directly involved with the CCCTP.
6. See Appendix G.3. for a side letter on Intellectual Property Rights and Compensation.

## **ARTICLE IX LEAVES**

### **A. Leaves with Pay.**

1. Sabbatical Leave.
  - a. The Chancellor shall have the authority, with the approval of the Board, to grant leaves of absence to tenured faculty members for a period not to exceed one academic year and not less than one semester for resident study, research and writing, travel, or other purposes designed to improve the services of the faculty member to the Colleges.
  - b. A faculty member who has received a sabbatical leave for the purpose of completing the requirements for an advanced degree and who finds that he

cannot complete these requirements during said leave shall, upon application and upon approval of evidence satisfactory to the Chancellor, be granted a professional leave of absence with full loss of pay for a maximum period of one academic year. This additional leave shall commence immediately upon the expiration of the sabbatical leave. The application for such leave shall be made to the Chancellor through the College President. A faculty member granted such professional leave shall not be exempted from the service requirements of Article IX.A.1.g. of this Agreement.

- c. A sabbatical leave may be granted at the completion of six or more years of continuous satisfactory active service. A sabbatical leave granted under this section shall be a bar to any further leave hereunder until after the completion of at least six years of additional continuous satisfactory active service. The application for leave shall contain a definite statement of the plan for resident study, research and writing, travel, or other activities to be undertaken, or a combination thereof, which plan shall be approved by the Chancellor and no change in the plans shall be made without his approval. If it shall become necessary in the granting of sabbatical leave to choose between two or more applicants whose qualifications are substantially equal, the selection shall be determined first on the basis of the number of years since the last sabbatical leave taken, and second, on the basis of seniority. Sabbatical leave applications under this section shall be received and reviewed by a joint Union-Administration committee at each college consisting of an equal number of faculty members and administrators. The Union chapter chairs shall select the faculty members and the college administrations shall select the administrators on each committee. After reviewing the applications, each committee shall make its recommendations to the college president.
- d. A faculty member on sabbatical leave shall receive one-half of his full base salary for an academic year leave or his full base salary for a semester leave. The number of faculty members who will be permitted to take sabbatical leave each academic year shall not exceed five percent (5%) of the faculty members in the Colleges. The deadline date for sabbatical leave applications will be March 1. However, if the number of faculty members granted sabbatical leave from among those who apply for such leave by March 1 is below five percent (5%) of the total of faculty members, additional applications for sabbatical leave may be filed prior to October 1 of that year for the subsequent spring semester only. If the number of sabbatical leaves granted to March 1 applicants is below five percent (5%) of the total of faculty members, the Chancellor shall report the reasons therefore to the Board, and shall notify the faculty members that additional applications for sabbatical leave will be accepted for the subsequent spring semester only.

No more than two-thirds (2/3) of the sabbaticals granted by the Board under this section shall be academic year sabbaticals, provided there is no

additional cost to the Board based on covering the classes of faculty members on sabbatical leave with outside lecturers as provided herein.

- e. Upon the expiration of leave granted pursuant to this section, and upon presentation of evidence satisfactory to the Chancellor showing full compliance with its terms and conditions, the faculty member shall be returned to the position he formerly occupied.
- f. A faculty member on a sabbatical leave with half salary may accept another position which does not constitute more than one-third of his full-time teaching load. A faculty member on leave at full salary may not accept another position.
- g. Before any leave is granted under this section, the faculty member shall agree in writing that, in the event he fails to return to service at the expiration of such leave and to serve in the City Colleges of Chicago for a period of at least one academic year thereafter, he shall refund all sums of money paid him by the Board during said sabbatical leave. Any faculty member on a sabbatical leave who violates any of the conditions of such leave shall return to the Board any salary paid by the Board during the period of such violation.
- h. When a sabbatical leave is granted, the absence shall not be construed as a break in service for any purpose.
- i. When a faculty member is granted sabbatical leave pursuant to this section, any classes or other work made available by the grant of the sabbatical leave may be assigned to outside lecturers.

## 2. Sick Leave.

### a. Annual Sick Leave.

- (1) Effective July 1 of each year, a bank of ten (10) days of sick leave shall be granted to each faculty member for the academic year. An additional two (2) days of sick leave shall be granted to each faculty member employed full-time during the summer session, and one (1) day to those employed at least half-time during the summer session. Faculty members beginning full-time employment subsequent to the beginning of the academic year shall be granted a bank of sick leave prorated on the above basis for the remainder of the academic year. Faculty members may accumulate up to, but no more than, 200 sick leave days for use, except for those faculty members who currently have accumulated more than 200 sick leave days. Faculty members who currently have accumulated more than 200 sick leave days may retain those days for use, but are not eligible for additional sick day accrual until the sick leave bank falls below 200 days and at that point, the employee may only accrue a maximum of 200 sick days in his or her sick leave bank.

- (2) Sick leave may be used during any period in which the faculty member is on employed status.
  - (3) Deductions from a faculty member's bank of accumulated sick leave shall be made only for absences on days during which a faculty member is actually absent from classes or other assigned duties, except for an absence for an entire week in which case the deduction shall be for an entire week.
  - (4) Sick leave may be used, at the option of the faculty member, for absences resulting from pregnancy, childbirth and/or related convalescence. The beginning and end of such absences, if any, shall be determined as in the case of any other sick leave.
- b. Accumulation of Sick Leave. Each faculty member shall accumulate up to, but no more than, 200 sick leave days with pay. A tenured faculty member who has exhausted his accumulated sick leave may be advanced up to twenty (20) days of additional sick leave, provided that any faculty member who leaves the employment of the Board while owing for sick leave advanced in the past shall repay the Board for such sick leave, and if this obligation is not repaid the amount of the obligation may be deducted from any funds due.
3. Leaves for Personal Business. Effective January 1 of each year, each faculty member shall be granted five days annually for personal leave, which five days when used will be charged to the sick leave bank of the individual.
4. Leaves of Absence to Attend Professional Meetings or to Receive University Degrees.
  - a. Purpose. The Chancellor may approve short leaves of absence with pay for not to exceed ten (10) days to permit faculty members to attend professional meetings, receive a higher degree from a college or university, or for other purposes contributing to the professional growth and development of the faculty member.
  - b. Reimbursement of Expenses. When a faculty member is granted approval by the Chancellor for a leave of absence as specified in 4.a. above, except for the purpose of receiving a higher degree, he shall be reimbursed for all expenses up to a maximum of \$750.00. However, when he has been requested to attend a meeting as an official representative of the Colleges, or when he attends a meeting as an officer of the organization holding the meeting, or to present a paper or serve as a member of a panel, and such attendance has been approved by the College President, he shall be reimbursed for all reasonable expenses.

If money is not available at the faculty member's College, the faculty member may sign a waiver of reimbursement.



- c. The Board shall provide at each College the sum of \$20,000 annually for use by members of the bargaining unit for travel to and attendance at professional meetings and conferences. (For a total pool of \$140,000).

A professional development and meetings committee shall be established at each college to receive requests for travel to and attendance at professional meetings (see last paragraph of Article VII.M. of this Agreement.)

5. Special Leaves of Absences with Pay.

- a. The Chancellor may approve short leaves of absence with pay for not to exceed five days to permit a faculty member to attend the funeral of a deceased parent, spouse, child, brother or sister.
- b. The Chancellor may approve short leaves of absence with pay for not to exceed five days to permit a faculty member to attend the funeral of a close friend or relative (other than those specified in subparagraph a. above). Such absences shall be charged against sick leave.
- c. Jury Duty or Court Attendance. Faculty members who are summoned to court to perform jury duty or who are subpoenaed to attend court or board hearings to testify in matters in which they have no personal or pecuniary interest shall suffer no loss of salary thereby, but they shall be required to remit to the Board any sums of money they receive in compensation for such duty or attendance.

6. Leaves to attend AFT Conventions.

The Board shall grant leaves of absence without loss of pay to not more than twelve (12) bargaining unit members elected as official delegates and who attend the American Federation of Teachers annual convention. Such leaves shall be for the period of the AFT convention but in no event shall exceed one week.

**B. Leaves of Absence without Pay.**

1. Professional Leaves of Absence.

- a. A tenured faculty member may be granted upon his request up to one year's leave of absence without pay, and up to an additional year's leave upon request, for advanced study, research or writing, exchange teaching, travel or any other professional experience which is related to his field of teaching or employment or which will improve his professional competence.
- b. Application for professional leaves requires approval of the College President or the Department Chairperson and shall be filed with the College President not later than March 1 or November 1 preceding the semester that the leave shall become effective. Requests for extension of professional leaves of absence must be made in writing at least sixty (60)

days before the termination of leave. Failure to return to employment upon termination of leave shall constitute termination of employment.

- c. Benefits or rights accumulated by a faculty prior to the effective date of the leave of absence shall be carried forward and credited to the faculty member upon his return. When a leave has been granted under this section, the absence shall not be construed as a break in service insofar as seniority is concerned.
- d. A faculty member returning from a professional leave shall have the right to return to the department at the College which he left. In the event of the elimination of the position which he held prior to the leave, he shall exercise his seniority rights in accordance with the provisions of Article VIII.F.2.a.
- e. No more than two percent (2%) of the faculty members of the Colleges may be granted professional leaves in any academic year.

## 2. Maternity Leave.

- a. A faculty member who is pregnant may apply for a maternity leave before the expected date of birth. Upon application a tenured faculty member shall be granted a maternity leave of absence without pay for a period not to exceed two years. Maternity leave shall be granted to a non-tenured faculty member but such leave or any renewal thereof shall not extend beyond the termination date of her current contract. A maternity leave shall be terminated at the request of the faculty member. At her option a faculty member may elect to use her available sick leave while on employed status for a period beginning two months before the expected date of birth and ending two weeks following birth, before maternity leave becomes effective.
- b. A maternity leave may be renewed for an additional two years in the event another pregnancy occurs while a tenured faculty member is on maternity leave. Additional extensions will be limited to a continuous period of eight years.
- c. Maternity leave may be granted to a tenured female faculty member who adopts an infant under the age of two years, or assumes care of such infant coincident with legal responsibility.
- d. A faculty member desiring to return to duty from a maternity leave must write a letter to her College President announcing her intention at least two weeks before the expiration of the maternity leave. The faculty member must take a health examination by a medical examiner selected either by the Chancellor or by the faculty member, at the latter's option. Failure to write College President or to pass the health examination shall constitute grounds for terminating the faculty member's employment.

- e. If the period of maternity leave is less than one year, then the faculty member shall have the right to return to her former position at her College. If the period of such leave is more than one year, then she shall have the right to employment in the first position in her field which becomes available at any College after the termination of her leave.
- f. Absence on maternity leave shall not be considered a break in service insofar as seniority is concerned.

3. Paternal Leave.

- a. A faculty member shall, upon application, be granted paternal leave of absence without pay for a period of not to exceed one (1) year, to rear a child under the age of two (2) years who resides with him and who is his child by birth, or adoption, or for whom he has assumed legal responsibility.
- b. A paternal leave of absence may be renewed for an additional one (1) year in the event a faculty member while on a paternal leave again applies for a paternal leave to rear another child under the age of two (2) years who resides with him and who is his child by birth, or adoption, or for whom he has assumed legal responsibility.
- c. Absence on a paternal leave shall not constitute a break in service insofar as seniority is concerned.
- d. If the period of paternity leave is less than one year, then the faculty member shall have the right to return to his former position at his College. If the period of such leave is more than one year, then he shall have the right to employment in the first position in his field which becomes available at any College after the termination of his leave.

4. Military and Peace Corps Leaves.

- a. A faculty member who is drafted or otherwise called to active duty, or who leaves his position for extended active duty in the military service of the United States during a state of war or national emergency, shall be granted a military leave for the duration of such war or national emergency. He shall be entitled to return to his position, provided his discharge from the service is honorable and he is able to pass a health examination given by a medical examiner selected by the Chancellor. Application must be made within sixty days following his discharge from the service.
- b. During the period of such authorized military leave, the Board will continue to pay all required faculty member contributions to the fund of the State Universities Retirement System.
- c. Restoration shall be at the salary lane and step held at the beginning of military leave plus any advancement in salary steps that the faculty

member would have been granted had he been continuously employed and complied with requirements for salary step increases.

- d. A faculty member who leaves his position to serve with the United States Peace Corps will be afforded the same benefits as a faculty member on military leave, except that contributions to the retirement funds will not be made by the Board during the Peace Corps leaves and Peace Corps leaves may not exceed two calendar years.
- e. A faculty member may take short leaves of absence to perform temporary active duty with Reserve or National Guard units. During such leave of absence and while engaged in the performance of such military duty, a faculty member will be paid his basic salary provided he remits to the Board any sums of money paid to him as compensation for the performance of such military duty.

5. Special Leaves of Absence.

The Chancellor shall have authority, with the approval of the Board, to grant a leave of absence without pay for a period of not to exceed five (5) months to a faculty member who applies for such leave because of serious illness of a member of his immediate family or for other good and sufficient cause. Such leaves may be extended for periods of up to an additional five (5) months upon application. Such periods of absence up to two years shall not be considered a break in service insofar as seniority is concerned. A faculty member returning from such leave not exceeding two years shall have the right to return to the department which he left. In the event of the elimination of the position which he held prior to his leave, he shall exercise his seniority rights in accordance with the provisions of Article VIII.F.2.a.

## **ARTICLE X GRIEVANCE PROCEDURE**

It is the declared objective of the Union and the Board to encourage the prompt and informal resolution of complaints of faculty members as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

### **A. Definition.**

- 1. A “grievance” shall mean a complaint by a faculty member:
  - a. that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or,
  - b. that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting faculty members.
- 2. As used in this Article, the term “faculty member” shall mean also a group of teachers having the same grievance.

3. As used in this Article, the term “grievance” shall also include a grievance affecting more than one department at a single College and a grievance affecting more than one College.
4. While the grievance procedure herein set forth describes the processes for the handling of grievances in which faculty members desire representation by the Union, nothing herein shall be construed to bar an individual from handling his own grievance case or from designating a faculty member of his own choice to proceed in his behalf except as provided herein.
5. The handling of any grievance, except at Step 3, the arbitration level, shall be restricted to faculty members only, whether as grievants, or as representatives of grievants; and the disposition shall not be deemed to change or modify the terms and conditions of this Agreement, unless the Board the Union shall otherwise agree in writing.

**B. General Procedures.**

1. College Level (Step 1).
  - a. Faculty members may present grievances concerning themselves, or a grievance may be presented on their behalf, to the President of their College, not later than ten (10) school days following the grievant’s knowledge of the act, event, or the commencement of the condition which is the basis of the complaint. If the grievance is presented in writing to the President of the College, it shall be answered in writing.
  - b. While oral presentation and settlement of grievances are encouraged under this Step of the grievance procedure, no grievance may be appealed to the central level under Step 2 hereof, unless it has been presented in writing to the College President and opportunity afforded for the College President to answer the same in writing under the schedule herein set forth.
  - c. If a written grievance is presented by the Union on behalf of the faculty member, it shall be signed both by the grievant and the Union Chapter Chairperson. The Union may indicate on such grievance if it approves or disapproves thereof. The grievant shall be personally present at the conference on the grievance with the College President.
  - d. Whenever a written grievance is presented to the President of a College, the College President shall furnish a copy thereof to the Union Chapter Chairperson or designee at the College, and shall state the time and place scheduled for the conference thereon. If the Union Chapter Chairperson or designee at the College makes a request therefore, the College President shall accord the Union Chapter Chairperson or any other Union designee an opportunity to be present when the grievance is heard and to state the views of the Union thereon.

- e. When a written grievance has been presented, the President of the College shall communicate a written decision to all parties concerned as promptly as possible, but not later than seven (7) school days after receiving the written grievance.
2. Central Level (Step 2).
- a. If the grievance is not satisfactorily resolved through Step 1, the Union or the grievant may appeal to the Chancellor of the Colleges within ten (10) school days after delivery of the decision of the President of the College. At the time of the filing of a grievance at Step 2, the Union may stipulate that the grievance is to be held in abeyance (pending) for a period not to exceed 30 days until the Union notifies the Chancellor or his designee that the grievance has been reactivated. All applicable time limits shall cease to run during the period a grievance is held in abeyance.
  - b. The appeal shall be in writing and duly signed and shall state specifically the act or condition and the grounds on which the grievance is based and why the disposition of the grievance offered by the President of the College in Step 1 is unsatisfactory.
  - c. The Chancellor or his designee shall promptly meet and confer on the appeal. The Chancellor or designee shall communicate the decision in writing to the aggrieved faculty member and to any Union representative who participated at Step 2. Such decision shall be made not later than ten (10) school days after the written appeal has been duly made to the Chancellor.
3. Arbitration (Step 3).
- a. A grievance which was not resolved at the level of the Chancellor under the grievance procedure may be submitted by the Union to an arbitrator for decision if it involves the application or interpretation of this Agreement.
  - b. Within forty (40) school days of the Chancellor's decision, the Union only may appeal from the decision of the Chancellor to the American Arbitration Association for arbitration under its rules. Where the provisions of the Uniform Arbitration Act of Illinois and such amendments thereto as may be enacted shall conflict with the rules of the American Arbitration Association then the former shall apply.
  - c. The proceeding may be initiated by filing with the Chancellor and the Chicago office of the American Arbitration Association a notice of arbitration. The arbitrator shall hold a hearing within twenty (20) days of his receiving notice of arbitration. Five days notice will be given to all parties of the time and place of the hearing.
  - d. Arbitration cases under this Agreement shall be conducted without a court reporter, unless if either party desires a court reporter and intends to make

use of the transcript of the proceedings for purposes of presenting the party's case before the arbitrator, that party shall furnish without cost a copy of the transcript to the other party and the arbitrator. Arbitration cases under this Agreement shall be conducted without post-hearing briefs. If oral summation or argument is necessary, it shall be made within twenty (20) days of the completion of evidence.

- e. The arbitrator shall issue a decision not later than twenty (20) days from the date of the closing of the hearings, or if oral hearings have been waived, or supplemented, then from the date of transmitting the final proofs and statements to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.
- f. The arbitrator's fees and expenses will be shared equally by the parties.
- g. The decision of the arbitrator will be accepted in good faith as final by both parties to the grievance and both will abide by it.
- h. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement, and shall be without power or authority to make any decision:
  - (1) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement; or
  - (2) Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law.
- i. The Board and the Union agree that neither party will appeal an arbitration award to the courts unless the arbitrator is believed by either party to have acted illegally. The Board and Union also agree not to appeal any arbitration case to the courts until the arbitrator has heard the case and rendered an award, even if either the Board or the Union believes the arbitrator has acted illegally.

The Board and the Union agree that all arbitration awards shall fully and immediately be followed. If an arbitration award is questioned it will nevertheless be complied with subject to future adjudication.

### **C. Time Limits.**

- 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 2. The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.

3. Wherever written grievances, answers or appeals are required by the grievance procedure to be served upon the College President, the Chancellor, or the Union, certified mail to the College President at his College office, to the Chancellor at his office address, and to the Union at its headquarters shall meet all service requirements hereof, except that personal service, duly received, shall also be adequate service.

**D. Union Grievances.**

The Union has the right to initiate or appeal a grievance involving alleged violation of this Agreement. Such grievance shall be initiated with the appropriate College President or, where appropriate, with the Chancellor. When such grievance is filed by the Union, earlier steps of the grievance procedure shall be unnecessary, but in all other respects the grievance procedures above described shall apply to Union-filed grievances, except that written answers made by the College President or Chancellor need be served only upon the Union.

**E. Administration Grievances.**

1. It is agreed that under this Agreement there may be occasions when grievances by the Administration against the Union may arise and when in their judgment it is desirable for the administration representatives to utilize the grievance and arbitration procedures hereof.

In cases involving only a single College such grievance in behalf of the Administration shall be served in writing by the President of the College upon the Union representative and shall be handled by the same steps and time table as a Step 1 grievance. If not there resolved, the matter shall be handled as a Step 2 grievance between the Chancellor or Chancellor's representative.

2. If an Administration grievance involves more than one College, it shall be commenced by a written complaint from the Chancellor or his representative to the Union President and shall be subject to the same procedures and time table as a Step 2 grievance.
3. If an Administration grievance is not resolved in Step 2 of the grievance procedure, the Administration may invoke the arbitration procedures of Step 3.

**F. General Provisions as to Grievance and Arbitration.**

1. The filing or pendency of any grievance under the provisions of this Article shall not prevent the Board and its representatives from taking the action complained of, subject however, to the final decision on the grievance.
2. The grievance and the arbitration procedures of this Agreement shall not apply to any matter as to which the Board is without authority to act.
3. Nothing contained in this Article or elsewhere in this Agreement shall be construed to deny to any employee his rights under applicable law, or resolutions, rules or regulations having the force and effect of law.



**ARTICLE XI**  
**SCOPE OF AGREEMENT**

This Agreement covers all matters relating to salaries, fringe benefits, and working conditions of full-time faculty members in the bargaining unit for the period of the Agreement. The Appendices hereof are integral parts of this Agreement and by this reference are incorporated herein. There shall be no unilateral reopening of this Agreement by either party during the life thereof. The Board agrees that during the period of this Agreement it will take no action changing salary schedules, fringe benefits and working conditions without prior consultation and negotiation with the Union.

If unforeseen additional educational funds or revenues become available to the Board after passage of the final budget during the period of this Agreement, such additional funds or revenues shall be distributed or allocated only after negotiation with the Union. The Board will notify the Union of the availability of such additional funds or revenues at least one month prior to any Board action to adopt a supplemental budget to allocate these funds. Negotiations on these funds shall begin within one week or notification to the Union.

In such reopened negotiations, such unforeseen additional funds may be allocated for the following items: faculty and training specialists salary increases and fringe benefits, employment of additional advisors and librarians, restoration of sabbatical leaves.

**ARTICLE XII**  
**CONFORMITY TO LAW-SAVINGS CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

If there is any conflict between the provisions of this Agreement and any affirmative action obligations imposed on the Board by a federal or state statute, the affirmative action obligations of such federal or state statute shall prevail.

**ARTICLE XIII**  
**NO STRIKE PLEDGE**

The Union and the Board subscribe to the principle that any and all differences shall be resolved by peaceful and appropriate means without interruption of the Colleges program. The Union therefore agrees that it will not instigate, engage in, support, encourage, or condone any strike, work stoppage, or other concerted refusal to perform work by the faculty members covered by this Agreement. Differences between the parties concerning the meaning, interpretation or application of this Agreement shall be resolved by utilization of the Grievance Procedure set forth in Article X hereof or by other lawful and peaceful means available under the law of Illinois.

**ARTICLE XIV**  
**NO REPRISALS**

It shall be a term and condition of this Agreement that there will be no reprisals by the Union or the Board against the Board or the Union, Union members, students, clerks, or any other person as a result of participation or non-participation by any of the above in a strike by Local 1600 or other activities in connection therewith. Provided, however, that denial of sick leave or personal leave of faculty during the strike is not to be considered reprisal. The Board will dismiss with prejudice any and all legal proceedings which it has filed in connection with the strike and agrees not to institute any further claims or other litigation in connection therewith. The Union likewise agrees not to process any claims, grievances, or other litigation in its behalf or its members behalf or any other person's behalf based on the strike or any strike-connected action taken by the Board, provided that the Union may institute grievance procedures which are based upon suspensions, dismissals, refusals to renew, denial or cancellation of fringe benefits, denials of increment or failure to check off Union dues predicated upon alleged strike or Union-based activities.

**ARTICLE XV  
PROCEDURES FOR FUTURE NEGOTIATIONS**

**A. Commencement of Negotiations.**

Negotiations between the Board and Union representatives for a subsequent Agreement will commence no later than February 1, 2018, upon request of either party.

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other party.

**B. Released Time for Union Negotiators.**

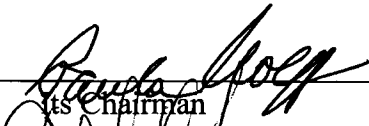
The Board, recognizing the Union's vital contribution to the welfare and successful functioning of the Colleges, agrees to release the members of the Union Negotiating Committee, not to exceed six (6) from fifty percent (50%) of their regular teaching load or other assigned duties, without loss of pay during the semester in which negotiations for a new Agreement are actively proceeding. In no case shall such faculty member's teaching load be reduced below six (6) class contact hours (eight (8) class contact hours for physical education). The programs of the six Union negotiators shall be arranged so that their programs shall fall on the same two (2), or at the most three (3), days a week. Special consultants to the Union Negotiating Committee not to exceed three (3), shall be released from all teaching or other assigned duties without loss of pay on the day they attend negotiating meetings with the Board representatives.

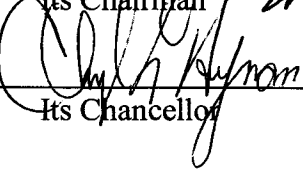
**ARTICLE XVI  
DURATION**

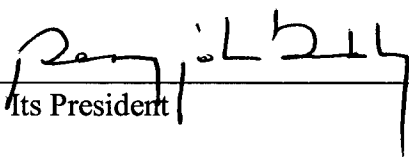
This Agreement shall be effective as of July 16, 2013 and shall continue in full force and effect through July 15, 2018. Thereafter, it shall continue in full force and effect unless either party gives the other party at least thirty (30) days written notice.

**Board of Trustees of Community College  
District No. 508  
County of Cook and State of Illinois**

**Cook County College Teachers Union,  
Local 1600, American Federation of  
Teachers, AFL-CIO**

By:  \_\_\_\_\_  
Its Chairman

By:  \_\_\_\_\_  
Its Chancellor

By:  \_\_\_\_\_  
Its President



**APPENDIX A.2**  
**COMMITTEE ON POLITICAL EDUCATION (COPE);**  
**PAYROLL CONTRIBUTION DEDUCTION AUTHORIZATION**

I hereby authorize the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois to deduct from each of my paychecks in the academic year the sum of \$ \_\_\_\_\_ and to forward that amount to the Cook County College Teachers Union Committee on Political Education. This authorization is signed voluntarily on the understanding that the Cook County College Teachers Union Committee on Political Education is engaged in joint fund raising efforts with the AFT-IFT and will use the money contributed to that effort to make political contributions and expenditures in connection with federal, state and local elections. This voluntary authorization may be revoked at any time by notifying the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois and the Cook County College Teachers Union Committee on Political Education in writing of the desire to do so. Contributions for COPE to the Cook County College Teachers Union Committee on Political Education are not deductible as charitable contributions for Federal income tax purposes.

\_\_\_\_\_  
Name (please print)

Social Security No. \_\_\_\_\_

Signature \_\_\_\_\_

College \_\_\_\_\_

Address \_\_\_\_\_



**APPENDIX B**  
**COMPENSATION FOR TV COLLEGE, STUDIO TEACHING,**  
**AND SUPPORTING TV INSTRUCTION**

**A. Studio Teaching.**

Any faculty member selected to teach a course on television shall receive compensation as follows:

1. For preparation prior to studio presentation. The faculty member shall be assigned a full summer term at his prevailing salary rate for initial course preparation. In addition, a faculty member scheduled to present a course live during a fall semester shall be given three class contact hours of teaching credit during the preceding spring semester for course preparation.
2. For initial studio presentation. The faculty member presenting a three credit hour course telecast live shall be relieved of all teaching duties other than his studio duties and shall receive a full semester's compensation at his prevailing salary rate. In addition, he shall be given an overtime assignment of three (3) contact hours at the rate established for his salary lane and step for coordinating course activities. Instead of an overtime assignment, however, the teacher may elect a nine contact hour teaching program during the semester he returns to the College of his assignment, in accordance with the variable teaching load provisions in Article VIII.B.1. above. This assignment is awarded in recognition of the fact that open-circuit television teaching imposes conditions of employment beyond those imposed on the classroom teacher.

In the event a faculty member pre-records the initial studio presentation of a course for telecast in a subsequent academic semester or term, he shall be relieved of all regular teaching duties and shall receive a full semester's compensation at his prevailing salary rate during the semester or term in which the pre-recording takes place.

**B. Re-telecast of Recorded Telecourses.**

To protect the scholarly and professional standing of the TV teacher, TV College shall not reschedule a recorded telecourse, or release a recorded telecourse for outside use, without obtaining the faculty member's consent to said re-telecast or release of his course, nor without compensating him to review and edit the recorded series for the purpose of maintaining and improving instructional and production quality.

1. Initial review. A faculty member consenting to reuse of his recorded telecourse shall be given a full summer term assignment at his prevailing salary rate for initial review of his series. This review shall include whatever editing and taped remakes of specific lessons are deemed advisable by the faculty member and economically feasible by the Dean of TV College.

2. Further review. Prior to any subsequent reuse by TV College, the faculty member shall be given one-half of a summer term assignment at his prevailing salary rate for further editing and review.
3. Release for outside use. Since it is now a practice for American colleges to exchange recorded instructional materials, the Dean of TV College may request a faculty member to permit release of his recorded telecourse to bona fide college-level institutions beyond the jurisdiction of the City Colleges of Chicago, such release to be effective for a period of not to exceed three (3) academic years. Further, should any recorded telecourse find ten uses by outside institutions, within a three-year period, the faculty member involved will be given an additional one-half summer assignment for continued review and editing.

### **C. Compensation for Supporting TV Instruction.**

Supporting instruction in TV courses may be supplied by the TV teacher himself, as well as by other faculty members. The television teacher shall, whenever a course is broadcast in videotape recording, be given three (3) contact hours of teaching credit for the purpose of coordinating course activities.

1. Compensation for other supporting instructional services, e.g., conducting scheduled on-campus class sessions, grading papers, etc., shall be given either to the TV teacher and/or other faculty members in accordance with procedures customary in TV College. Faculty members who provide supporting instruction in courses having as an objective the imparting of skills, e.g., foreign language, speech, secretarial, and English composition or writing skills courses, shall be assigned groups of television students (1) whom they meet in scheduled on-campus class sessions, or (2) whose series of written assignments they grade and return. Each group will be divided into two classes and the size of each class shall be in conformity with evening class size standards as specified in Article VIII.A.1. with the following additional provisions:

Each such group of students, divided into classes and scheduled for on-campus sessions, will be scheduled for two sessions meeting consecutively on the same day, each for 100 minutes. However, not more than eight such meetings of each of the two classes in a group shall be scheduled during an academic term, for a total of not more than sixteen (16) one hundred-minute class sessions. When classes are scheduled for the maximum number of meetings, the faculty member shall receive one additional contact hour of credit. Speech classes will conform to the above except that each of the two classes making up a group of speech students shall not exceed twenty (20) students in number. A group shall be considered for compensation purposes and the faculty member's class TV load as equivalent to a three contact hour class. The size of laboratory science classes will be in conformity with standards for such classes as specified in Article VIII.A.1. above. For purposes of teacher compensation, eight four-hour laboratory sessions over a semester will be considered the equivalent of one on-campus laboratory class.

2. Supporting instruction in TV courses not requiring student attendance at scheduled on-campus class sessions, or not requiring the submission by the students enrolled in such classes of written work at regular intervals to be graded and returned, shall be compensated for in accordance with the amount of direct supporting instruction involved by agreement between the TV College Dean or his delegate and the teacher concerned.
3. A faculty member associated with the TV teacher in the actual preparation and/or presentation of television lessons for live broadcasting, and who is also responsible for replacing the TV teacher should the latter be unable to appear at the studio and present the assigned lesson, shall be designated the "alternate" TV teacher and shall be awarded at least three (3) class contact hours teaching credit during each semester of his involvement. In the event the alternate TV teacher is called upon to replace the TV teacher in the course of the series for more than six (6) TV sessions, he shall be compensated at his prevailing salary rate, on the basis of one-thirtieth of his semester salary for each such lesson.

**D. General.**

Emeritus faculty members, former faculty members, and faculty members on sabbatical or other approved leave, whenever available for assignment to TV College for supporting instructional activities, shall be entitled to compensation for reuses of recorded telecourses in accordance with the policies stated above. Should any such faculty member consent to the reuse of his recorded telecourse but not be able or willing to accept an assignment to TV College for supporting instructional activities, another qualified faculty member shall be assigned such duties and shall be compensated in accordance with C. above. In such a case, the faculty member who originally made the recorded telecourse shall receive an honorarium of three hundred dollars.

## **APPENDIX C GROUP INSURANCE PROVISIONS**

### **Policyholder**

Board of Trustees of Community College District No. 508, County of Cook and State of Illinois.

### **Location of Contract**

226 West Jackson Boulevard, Chicago, IL 60606

### **Contributions**

Policyholder pays entire cost of employee's Life and Health Insurance, less employee contributions listed. Employee or retiree pays the following sums per year toward the cost of health insurance, and the Board pays the remainder of such cost.

Employee and retiree contributions to health insurance, dental insurance and vision insurance shall be as follows:

Effective July 16, 2013: 13% of the premiums;

Effective July 16, 2014: 14% of the premiums;

Effective July 16, 2015: 15% of the premiums;

Effective July 16, 2016: 16% of the premiums; and

Effective July 16, 2017: 16% of the premiums.

There will be a cap on yearly increases of 16%. Should the increase in the annual premium of insurance be greater than 20% per calendar year, the Union agrees to a reopener on insurance to bargain over options to decrease costs, including but not limited to increasing the employee contribution and decreasing plan costs.

### **Eligible Employees**

All full-time active employees of the policyholder.

### **Eligible Dependents**

Spouse; unmarried children under age 26 (or age 30 for military veterans); and physically or mentally handicapped children beyond age 25.

Eligible Retirees: See Article VII. K. and "Termination" below

### **Waiting Period**

None.

**Insurance becomes effective on:**

Date of employment.

**Termination**

The privilege of remaining within the City Colleges medical group is extended to the surviving spouses of deceased retirees on the same basis as a regular employee except that the spouse shall pay the entire premium.

After an employee has completed the Early Retirement Program under Article VII.K., the Board shall permit such employee to continue his group medical insurance. The full cost of such continued coverage, as determined by the experience of the retirees, shall be borne by such retirees. For all retirees and their dependents who are Medicare eligible, claims will be processed according to the terms of the elected health plan. The plans pay secondary to Medicare. All retirees and their dependents who are Medicare eligible shall enroll in Medicare, as soon as they are eligible.

All disabled employees drawing SURS disability pension may receive insurance benefits on the same basis as do retirees.

**Administration by the Insurance Administrator**

1. Approval and payment of all claims.
2. Annual accounting of premiums, claims, reserves, etc.
3. Printing of all certificates, booklets and other communication materials.
4. Enrollment of all employees.
5. Issuance of all insurance certificates.

**LIFE AND HEALTH INSURANCE**

**I. Life Insurance -- Employee only (Disability Waiver of Premium)**

Term life insurance shall be provided and paid for by the Board for all professional employees. The amount of coverage of such term insurance for each professional employee shall be two times basic annual salary rounded to the nearest one thousand dollars to the maximum of one hundred thousand dollars (\$100,000). There shall be a maximum life insurance benefit for retirees of forty thousand dollars (\$100,000).

**II. Basic Medical Plan (Employee and Dependents)**

<b>HMO (Health Maintenance Organization) Plan *</b>	
<b>Annual Co-pay Limit</b>	<b>\$1,500/individual</b>
	<b>\$3,000/family</b>

<b>Preventive Care and Physician Services</b>	
<b>(Office Visit and Diagnostic Tests)</b>	
Primary Care Physician	\$10 copay per visit
Specialist Physician	\$15 copay per visit
<b>Hospital Services</b>	
Emergency Room	\$100 copay per visit
Other Medical Services (e.g. physical therapy)	\$15 copay per visit
<b>Prescription Drugs</b>	
<b>Retail (30 day supply)</b>	
Generic	\$10 copay
Brand Formulary **	\$20 copay
Brand <u>Non</u> -Formulary **	\$40 copay
Mail Order (90 day supply) ***	2 times retail copays

\*\* If a brand name drug is chosen when a generic equivalent is available, the member pays the cost difference between the brand and generic drugs plus the copay.

\*\*\*Brand non-formulary drugs are not available through mail order.

The HMO Illinois Plan will be available only to those employees who would be required to change doctors if they left the HMO Illinois Plan.

#### **PPO (Preferred Provider Organization) Plan \***

	<b>PPO (In-Network)</b>	<b>Non-PPO (Out-of-Network)</b>
<b>Annual Deductible</b>	\$300/individual \$900/family (3 individual deductibles)	\$1,000/individual Deductible per Covered Person
<b>Annual Out-of-Pocket Limit</b>	\$2,000/individual (including deductible) \$4,000/family (including deductible)	\$3,000 \$9,000
<b>Lifetime Maximum</b>	1,500,000	1,500,000
<b>Physician Services <u>Benefit</u></b>		
(after deductible)	85%	70%
<b>Hospital Services <u>Benefit</u></b>		
(after deductible)	85%	70%
<b>Emergency Room</b>	\$100 copay per visit	\$100 copay per visit
<b>Prescription Drugs</b>		
<b>Retail (30 day supply)</b>		
Generic	\$10 copay	Reimbursed 75% of network rate less copay
Brand Formulary **	\$20 copay	Reimbursed 75% of network rate less copay
Brand <u>Non</u> -Formulary **	\$40 copay	Reimbursed 75% of network rate less copay
Mail Order (90 day supply) ***	2 times retail copays	Not Applicable

\* If a discrepancy exists between this summary and the plan document, the plan document will govern.

**\*\* If a brand name drug is chosen when a generic equivalent is available, the member pays the cost difference between the brand and generic drugs plus the copay.**

**\*\*\* Brand non-formulary drugs are not available through mail order.**

### **III. Maintenance of Effort**

It is the intent of the parties that the benefits provided to professional employees under this health insurance program shall not be diminished during the term of this Agreement. Should, however, either the state or federal government pass legislation mandating all employers to participate in a national or statewide health care plan that diminishes benefits for employees or substantially affects costs to employers, then it is agreed that the current health insurance program will be renegotiated and agreed to between the Union and the Board within six (6) months.

### **IV. Joint Insurance Committee**

1. A joint insurance committee shall be established comprised of two faculty members, one professional employee, and one college administrator. The faculty members and the professional employee shall be appointed by the President of Local 1600. The college administrator shall be appointed by the Chancellor. Each committee member shall serve a two-year term beginning on July 1 of each odd-numbered year.
2. The committee shall meet at least four times each semester with their party providers to study and review all aspects of the insurance plans. The committee shall be consulted and make its recommendations regarding the selection of all companies related to providing health care, including the preparation of RFPs, reviewing bids from competing companies and selecting the provider to be the insurance administrator, Managed Care provider, or other third party administrator. The insurance committee shall investigate and make its recommendation regarding a managed prescription drug plan.
3. The committee shall provide its findings and recommendations to the Union President and the Chancellor. The committee shall make its recommendations based on a majority vote of its members. The committee shall not recommend changes in the insurance coverage which violate terms of the collective bargaining agreements.
4. The professional employee representative on the Joint Insurance Committee shall, upon 24 hours notice, be provided with release time from work to attend committee meetings when such meetings are called. Faculty member representatives shall suffer no loss in pay for attending committee meetings. Meetings shall be scheduled in such a manner as to minimize the loss of scheduled class or student advisement time.

## DENTAL-VISION INSURANCE

### I. Dental Coverage.

#### Dental Plan \*

<b>Annual Benefit Limit</b>	<b>\$1,500/individual</b>
<b>Annual Deductible</b>	<b>\$10/individual -0-/family (3 individual deductibles)</b>
<b>Preventive Services Benefit</b> (exams, cleanings, and bitewing X-rays every 6 months)	<b>100% **</b>
<b>Basic Services Benefit</b> (amalgam and resin fillings)	<b>80% **</b>
<b>Major Services Benefit</b> (crowns, root canals, extractions, periodontal treatments, dentures)	<b>80% **</b>
<b>Orthodontia Lifetime Benefit</b> (dependent child only)	<b>\$2,000 (50% payment up to \$2,000)</b>

\*\* Reimbursement up to usual and customary allowance.

### II. Vision Coverage.

#### Vision Plan \*

<b>Benefit</b>	<b>Frequency</b>	<b>Calendar Year Copay</b>	<b>Network Provider Coverage</b>	<b>Out-of-Network Reimbursement</b>
<b>Exam</b>	12 months	\$10	100%	Up to \$35 allowance
<b>Lenses (prescription only)</b>	12 months		100% for single vision, lined bifocal lenses, lined trifocal lenses and tints	Single vision up to \$30 allowance Lined bifocal up to \$40 allowance Lined trifocal up to \$50 allowance
<b>Frame (prescription eyewear only)</b>	24 months		Up to \$120 allowance	Up to \$40 allowance
<b>Contact Lenses in lieu of glasses</b>	12 months	None	Up to \$300 allowance	Up to \$105 allowance



**APPENDIX D**  
**EMPLOYMENT POLICY AND PROCEDURES AND PERMANENT**  
**OR CONTINUOUS TENURE POLICY AND PROCEDURES OF**  
**FACULTY AND ADMINISTRATORS**

**I. AUTHORITY**

The Public Junior College Act of 1965 (H.B. 1710) contains sections which are relevant to the employment, salaries, retirement system, pension and tenure of teachers and other employees of the Junior College: “Sec. 2-6. In accordance with the provisions of ‘An Act to create the university civil service system of Illinois and to define its powers and duties,’ approved May 11, 1905, as heretofore and hereafter amended, the Board shall employ and fix the compensation of an executive officer and such employees as it deems necessary for the purposes of this Act.”

“Sec. 4-2. Sections 24-11 to 24-16, each inclusive, of The School Code and The Teachers’ Retirement System of the State of Illinois shall continue to be applicable to the teachers in the Class II junior college districts with the same force and effect as prior to the effective date of this Act.”

“The provisions of Articles 8, 11, and 17 of the Illinois Pension Code and the provisions of Article 34 of the School Code in regard to tenure shall continue to be applicable to teachers and to other employees to which they apply in Class II junior college districts in cities having a population exceeding 500,000 with the same force and effect as prior to the effective date of this Act and the Class II junior college board of such districts shall comply with the provisions thereof. . .”

“Sec. 3-26. To appoint all teachers and fix the amount of their salaries; provided, that in fixing the salaries the Board shall make no discrimination on account of sex.”

“Sec. 3-30. The Board of Class I junior college districts shall have the powers enumerated in Sections 3-31 through 3-43.”

“Sec. 3-32. To establish tenure policies for its employment of teachers and the cause for removal. The tenure status of a teacher who has been teaching at the junior college level in a junior college shall not be impaired and marriage shall not be a cause for removal.”

“Sec.3-42. To employ such personnel as may be needed.”

**II. PHILOSOPHY**

The City Colleges of Chicago are committed to the recruitment of a faculty whose members believe strongly in the philosophy, objectives and purposes of the Colleges and who will give complete support to the total educational program of the Colleges. Specifically, prospective teaching staff members shall be recommended who:

- A. Will contribute in every way possible to cause the philosophy, objectives and purposes of the Colleges to be realized, and

- B. Will understand the heterogeneity of the community college student enrollment, both in interests and in abilities, and who will therefore give every possible assistance in helping orient students toward realistic educational achievement.

### **III. APPOINTMENT**

It is the general practice of colleges and universities to authorize appropriate administrative officials to process candidates for teaching and administrative positions. This process includes interviewing, evaluating and recommending candidates for employment. These recommendations are based on the personal interview and the evaluation of the candidate's educational background, work experience and all other personal traits, skills, and characteristics which are relevant to the fitness of the candidate for the position under consideration.

It is the general policy and practice in colleges and universities to empower the appropriate college administrators with the advice and counsel of permanent tenured faculty members, to process and recommend faculty members for continuous or permanent tenure, subject to the approval of the Board.

#### **A. Qualifications.**

The requirements for teaching positions in the City Colleges of Chicago shall be as follows:

1. A minimum of a master's degree, or its equivalent, in a general area of knowledge, such as the biological sciences, physical sciences, humanities, social and psychological sciences, or in the communication arts, business administration, physical education, applied or technical fields, or in any special discipline within any general area of knowledge or field indicated above; for example, literature, journalism, speech and drama, zoology, mathematics, chemistry, political science, accounting, secretarial, music, advising and guidance, electronics, home economics, or graphic arts. A candidate with a baccalaureate degree, or its equivalent, in a modern language or in a field of applied science or art or in a technical field may be employed provided that the candidate has a professional certificate or licensure or work experience directly related to the subject or field in which he is expected to teach. Up to fifteen (15) faculty members in physical education in the City Colleges of Chicago as a whole, may be employed with a baccalaureate degree, or its equivalent, to teach courses numbered under 200 or in coaching activities.
2. A person classified as a Teacher-Intern in a college or university Master of Arts in Teaching (MAT) program may be employed as a teacher for a maximum of nine (9) teaching hours per week. Employment shall be for a period not to exceed one college year. The College President shall provide appropriate supervision, guidance, conferences, class visitations, and other means to enable these teachers to make their internships meaningful and productive.

3. Non-citizens may be employed as faculty members and shall be entitled to all the rights of the Agreement.
4. The candidate for a teaching (or administrative) position must file in advance satisfactory proof of date of birth. A birth certificate is preferred, but if it is not available, any two of the following records or documents in which the date of birth of the candidate is given will be considered; record of baptism, insurance policy in effect at least 10 years, hospital or bank record dated at least 10 years before date of employment application, marriage license, census record, naturalization record, armed forces record, or family Bible.
5. All candidates for teaching (or administrative) positions shall be required to pass a health examination to be conducted by the candidate's personal physician or, at the option of the chief administrative officer of the City Colleges of Chicago, by a physician designated and selected by the chief administrative officer of the Colleges. A recent chest x-ray is required as part of the health examination. The chief administrative officer of the City Colleges of Chicago may also require any other medical examination which he deems necessary to evaluate the candidate's health status.

**B. Procedure.**

The policy, rules and regulations, and procedure for the employment of teachers and administrators for the City Colleges of Chicago shall be as follows:

1. Candidates for teaching and administrative positions shall file an application and other documents as may be required by the Colleges, and shall file official transcripts signed and sent directly by persons in authority at the schools, colleges, or universities at which the candidate received his education. All applications for faculty vacancies shall be made available to the department prior to its consideration of candidates for initial employment.
2. The Department Chairperson at a College of the City Colleges of Chicago is authorized to interview a candidate for a teaching position and to recommend such candidate to the College President for employment.
3. The College President shall interview candidates for teaching positions and is authorized to negotiate the terms of employment with the candidate, including such items as salary, duration of employment, field and/or subjects to be taught and other duties and assignments, and to recommend the candidate and the terms of employment to the chief administrative officer of the Colleges. The President is required to inform a candidate that any and all of the conditions and terms which are agreed upon by the President and the candidate are subject to the approval of the Board. The president is charged with the responsibility to obtain and verify

information about the candidate's education, work experience, references, and any characteristic, capacity, skill, or factor which has a bearing on the candidate's aptitude, ability, or general fitness to perform the job for which he is being considered.

4. The chief administrative officer of the City Colleges of Chicago shall review the file on each teacher candidate recommended for employment by the College President and may, at his option, conduct a personal interview of the candidate, and is authorized to recommend the candidate and the terms of the employment contract to the Board.
5. Candidates for administrative positions within a College will be interviewed and, if indicated, recommended for employment by the College President. Candidates for administrative positions at the City Colleges of Chicago level will be interviewed and recommended, if indicated, by the chief administrative officer of the City Colleges of Chicago. Administrators may be appointed to rank as teachers, provided that the administrator meets all of the requirements and qualifications for the rank, and provided that such appointment to rank is deemed to be desirable. The procedure for employment of administrators shall be as set forth in items 3 and 4 above.
6. The terms and conditions of employment of a teacher or administrator shall be stated in writing, which document shall be known as "Employment Contract," and be in the possession of both the Board and the teacher (or administrator) being employed before the appointment is consummated.
7. The chief administrative officer of the City Colleges of Chicago is authorized to sign the employment contract on behalf of the Board, which contract is subject to the approval of the Board before it can become a binding and legal contract between the candidate and the Board.

### **C. Tenure.**

The policy, rules and regulations, and procedures for continuous or permanent tenure of teachers in the City Colleges of Chicago shall be as follows:

1. All faculty members shall acquire tenure in the Colleges after three full-time consecutive years of employment provided that the faculty member is employed on contract during the fourth year. The fourth year contract will be considered as a legal document certifying tenure.
2. The permanent tenure of administrators will refer to their status as faculty members only.
3. Every faculty member must be carefully observed and evaluated, in a manner to be determined by the Colleges administration, during each

period governed by an employment contract in order to determine the teaching effectiveness, performance as a member of the Colleges and general fitness of the faculty member.

4. The dismissal of a faculty member previous to the expiration of the term governed by an employment contract shall be for stated cause and shall be recommended by the chief administrative officer of the City Colleges of Chicago to the Board, which shall have the authority to dismiss such faculty member.
5. The chief administrative officer of the City Colleges of Chicago shall have the authority to recommend to the Board the termination of employment of a faculty member who has acquired permanent tenure. Such termination shall be for stated cause in writing, and the Board as a General Committee shall hold a trial for such purpose. A copy of the written charges shall be presented to the faculty member at least thirty (30) days prior to the time the Board holds the trial, and the faculty member shall have the right to be present, together with counsel, at the trial, offering evidence, and making defense thereto. The decision and action of the Board as determined by a majority of the full membership of the Board, shall be subject to review by a hearing officer as provided in the Public Community College Tenure Act, Ch. 122, 10381-103B6, Ill. Rev. Statutes.

**APPENDIX E**  
**ACADEMIC YEAR CALENDARS (2013-18)**

<b>Summer 2013 Term</b>	<b>Activity/Event</b>
June 3, 2013 (Monday)	Summer 2013 Term begins
June 3 - 4, 2013 (Monday – Tuesday)	Registration for Summer 2013 Term
June 5, 2013 (Wednesday)	First day of classes for Summer 2013 Term
June 5 - 6, 2013 (Wednesday – Thursday)	Late registration for Summer 2013 Term
June 6, 2013 (Thursday)	STAT date
July 3, 2013 (Wednesday)	Midterm date
July 4, 2013 (Thursday)	Independence Day (Holiday)
July 17, 2013 (Wednesday)	Last student initiated withdrawal date
July 27, 2013 (Saturday)	Last day of Summer 2013 Term

<b>Fall 2013 Term</b>	<b>Activity/Event</b>
August 12, 2013 (Monday)	Fall 2013 Term begins
August 12-16, 2013 (Monday - Friday)	Faculty Development Week
August 12 - 17, 2013 (Monday – Saturday)	Early registration for Fall 2013 Term
August 19 - 24, 2013 (Monday – Saturday)	Registration for Fall 2013 Term
August 26, 2013 (Monday)	First day of classes for Fall 2013 Term
August 26 – 31, 2013 (Mon.–Sat.)	Late registration for Fall 2013 Term
August 31, 2013 (Saturday)	Saturday classes begin
September 2, 2013 (Monday)	Labor Day
September 5, 2013 (Thursday)	STAT date
October 23, 2013 (Wednesday)	Midterm date
November 18, 2013 (Monday)	Last student initiated withdrawal date
November 28 - 29, 2013 (Thursday & Friday)	Thanksgiving (Holiday)
December 14, 2013 (Saturday)	Fall Term ends

<b>Spring 2014 Term</b>	<b>Activity/Event</b>
January 6, 2014 (Monday)	Spring 2014 Term begins
January 6 – 11, 2014 (Monday – Saturday)	Early registration for Spring 2014 Term
January 13, 2014 (Monday)	First day of classes for Spring 2014 Term
January 13 – 18, 2014 (Monday – Saturday)	Late registration for Spring 2014 Term
January 18, 2014 (Saturday)	Saturday classes begin
January 20, 2014 (Monday)	Martin Luther King, Jr. Day (Holiday)
January 23, 2014 (Thursday)	STAT date
February 17, 2014 (Monday)	President’s Day (Holiday)
March 12, 2014 (Wednesday)	Midterm date
April 7, 2014 (Monday)	Last student initiated withdrawal date
April 14 – 20, 2014 (Monday – Sunday)	Spring Break
May 10, 2014 (Saturday)	Last day of Spring 2014 Term

<b>Summer 2014 Term</b>	<b>Activity/Event</b>
June 2, 2014 (Monday)	Summer 2014 Term begins
June 2 - 3, 2014 (Monday – Tuesday)	Registration for Summer 2014 Term
June 4, 2014 (Wednesday)	First day of classes for Summer 2014 Term
June 4 - 5, 2014 (Wednesday – Thursday)	Late registration for Summer 2014 Term
June 5, 2014 (Thursday)	STAT date
July 2, 2014 (Wednesday)	Midterm date
July 4, 2014 (Friday)	Independence Day (Holiday)
July 16, 2014 (Wednesday)	Last student initiated withdrawal date
July 26, 2014 (Saturday)	Last day of Summer 2014 Term

<b>Fall 2014 Term</b>	<b>Activity/Event</b>
August 11, 2014 (Monday)	Fall 2014 Term begins
August 11 - 15, 2014 (Monday – Friday)	Faculty Development Week
August 11 - 16, 2014 (Monday – Saturday)	Early registration for Fall 2014 Term
August 18 - 23, 2014 (Monday – Saturday)	Registration for Fall 2014 Term
August 25, 2014 (Monday)	First day of classes for Fall 2014 Term
August 25 – 30, 2014 (Monday–Saturday)	Late registration for Fall 2014 Term
August 30, 2014 (Saturday)	Saturday classes begin
September 1, 2014 (Monday)	Labor Day (Holiday)
September 4, 2014 (Thursday)	STAT date
October 22, 2014 (Wednesday)	Midterm date
November 17, 2014 (Monday)	Last student initiated withdrawal date
November 27 - 28, 2014 (Thursday & Friday)	Thanksgiving (Holiday)
December 13, 2014 (Saturday)	Fall Term ends

<b>Spring 2015 Term</b>	<b>Activity/Event</b>
January 5, 2015 (Monday)	Spring 2015 Term begins
January 5 – 10, 2015 (Monday – Saturday)	Early registration for Spring 2015 Term
January 12, 2015 (Monday)	First day of classes for Spring 2015 Term
January 12 – 17, 2015 (Monday – Saturday)	Late registration for Spring 2015 Term
January 17, 2015 (Saturday)	Saturday classes begin
January 19, 2015 (Monday)	Martin Luther King, Jr. Day (Holiday)
January 22, 2015 (Thursday)	STAT date
February 16, 2015 (Monday)	President’s Day (Holiday)
March 11, 2015 (Wednesday)	Midterm date
March 30 – April 5, 2015 (Monday – Sunday)	Spring Break
April 13, 2015 (Monday)	Last student initiated withdrawal date
May 9, 2015 (Saturday)	Last day of Spring 2015 Term

<b>Summer 2015 Term</b>	<b>Activity/Event</b>
June 1, 2015 (Monday)	Summer 2015 Term begins
June 1 - 2, 2015 (Monday – Tuesday)	Registration for Summer 2015 Term
June 3, 2015 (Wednesday)	First day of classes for Summer 2015 Term
June 3 - 4, 2015 (Wednesday – Thursday)	Late registration for Summer 2015 Term
June 4, 2015 (Thursday)	STAT date
July 1, 2015 (Wednesday)	Midterm date
July 3, 2015 (Friday)	Independence Day (Holiday Observed)
July 15, 2015 (Wednesday)	Last student initiated withdrawal date
July 25, 2015 (Saturday)	Last day of Summer 2015 Term

<b>Fall 2015 Term</b>	<b>Activity/Event</b>
August 10, 2015 (Monday)	Fall 2015 Term begins
August 10 - 14, 2015 (Monday – Friday)	Faculty Development Week
August 10 - 15, 2015 (Monday – Saturday)	Early registration for Fall 2015 Term
August 17 - 22, 2015 (Monday – Saturday)	Registration for Fall 2015 Term
August 24, 2015 (Monday)	First day of classes for Fall 2015 Term
August 24 – 29, 2015 (Mon.–Sat.)	Late registration for Fall 2015 Term
August 29, 2015 (Saturday)	Saturday classes begin
September 3, 2015 (Thursday)	STAT date
September 7, 2015 (Monday)	Labor Day
October 21, 2015 (Wednesday)	Midterm date
November 16, 2015	Last student initiated withdrawal date
November 26 - 27, 2015 (Thursday & Friday)	Thanksgiving (Holiday)
December 12, 2015 (Saturday)	Fall Term ends

<b>Spring 2016 Term</b>	<b>Activity/Event</b>
January 11, 2016 (Monday)	Spring 2016 Term begins
January 11 – 16, 2016 (Monday – Saturday)	Early registration for Spring 2016 Term
January 18, 2016 (Monday)	Martin Luther King, Jr. Day (Holiday)
January 19, 2016 (Tuesday)	First day of classes for Spring 2016 Term
January 19 – 23, 2016 (Tuesday – Saturday)	Late registration for Spring 2016 Term
January 23, 2016 (Saturday)	Saturday classes begin
January 28, 2016 (Thursday)	STAT date
February 15, 2016 (Monday)	President’s Day (Holiday)
March 16, 2016 (Wednesday)	Midterm date
March 21 – 27, 2016 (Monday – Sunday)	Spring Break
April 18, 2016 (Monday)	Last student initiated withdrawal date
May 14, 2016 (Saturday)	Last day of Spring 2016 Term

<b>Summer 2016 Term</b>	<b>Activity/Event</b>
June 6, 2016 (Monday)	Summer 2016 Term begins
June 6 - 7, 2016 (Monday – Tuesday)	Registration for Summer 2016 Term
June 8, 2016 (Wednesday)	First day of classes for Summer 2016 Term
June 8 - 9, 2016 (Wednesday – Thursday)	Late registration for Summer 2016 Term
June 9, 2016 (Thursday)	STAT date
July 4, 2016 (Monday)	Independence Day (Holiday)
July 6, 2016 (Wednesday)	Midterm date
July 20, 2016 (Wednesday)	Last student initiated withdrawal date
July 30, 2016 (Saturday)	Last day of Summer 2016 Term



<b>Fall 2016 Term</b>	<b>Activity/Event</b>
August 15, 2016 (Monday)	Fall 2016 Term begins
August 15 – 19, 2016 (Monday – Friday)	Faculty Development Week
August 15 - 20, 2016 (Monday – Saturday)	Early registration for Fall 2016 Term
August 22 - 27, 2016 (Monday – Saturday)	Registration for Fall 2016 Term
August 29, 2016 (Monday)	First day of classes for Fall 2016 Term
August 29 – September 3, 2016 (Mon.–Sat.)	Late registration for Fall 2016 Term
September 3, 2016 (Saturday)	Saturday classes begin
September 5, 2016 (Monday)	Labor Day
September 8, 2016 (Thursday)	STAT date
October 26, 2016 (Wednesday)	Midterm date
November 21, 2016 (Monday)	Last student initiated withdrawal date
November 24 - 25, 2016 (Thursday & Friday)	Thanksgiving (Holiday)
December 17, 2016 (Saturday)	Fall Term ends

<b>Spring 2017 Term</b>	<b>Activity/Event</b>
January 9, 2017 (Monday)	Spring 2017 Term begins
January 9 – 14, 2017 (Monday – Saturday)	Early registration for Spring 2017 Term
January 16, 2017 (Monday)	Martin Luther King, Jr. Day (Holiday)
January 17, 2017 (Tuesday)	First day of classes for Spring 2017 Term
January 17 – 21, 2017 (Tuesday – Saturday)	Late registration for Spring 2017 Term
January 21, 2017 (Saturday)	Saturday classes begin
January 26, 2017 (Thursday)	STAT date
February 20, 2017 (Monday)	President’s Day (Holiday)
March 15, 2017 (Wednesday)	Midterm date
April 10 – 16, 2017 (Monday – Sunday)	Spring Break
April 17, 2017 (Monday)	Last student initiated withdrawal date
May 13, 2013 (Saturday)	Last day of Spring 2017 Term

<b>Summer 2017 Term</b>	<b>Activity/Event</b>
June 5, 2017 (Monday)	Summer 2017 Term begins
June 5 - 6, 2017 (Monday – Tuesday)	Registration for Summer 2017 Term
June 7, 2017 (Wednesday)	First day of classes for Summer 2017 Term
June 7 - 8, 2017 (Wednesday – Thursday)	Late registration for Summer 2017 Term
June 8, 2017 (Thursday)	STAT date
July 4, 2017 (Tuesday)	Independence Day (Holiday)
July 5, 2017 (Wednesday)	Midterm date
July 19, 2017 (Wednesday)	Last student initiated withdrawal date
July 29, 2017 (Saturday)	Last day of Summer 2017 Term

<b>Fall 2017 Term</b>	<b>Activity/Event</b>
August 14, 2017 (Monday)	Fall 2017 Term begins
August 14 – 18, 2017 (Monday – Friday)	Faculty Development Week
August 14 - 19, 2017 (Monday – Saturday)	Early registration for Fall 2017 Term
August 21 - 26, 2017 (Monday – Saturday)	Registration for Fall 2017 Term
August 28, 2017 (Monday)	First day of classes for Fall 2017 Term
August 28 – September 2, 2017 (Mon.–Sat.)	Late registration for Fall 2017 Term
September 2, 2017 (Saturday)	Saturday classes begin

September 4, 2017 (Monday)	Labor Day
September 7, 2017 (Thursday)	STAT date
October 25, 2017 (Wednesday)	Midterm date
November 20, 2017 (Monday)	Last student initiated withdrawal date
November 23 - 24, 2017 (Thursday & Friday)	Thanksgiving (Holiday)
December 16, 2017 (Saturday)	Fall Term ends

<b>Spring 2018 Term</b>	<b>Activity/Event</b>
January 8, 2018 (Monday)	Spring 2018 Term begins
January 8 – 13, 2018 (Monday – Saturday)	Early registration for Spring 2018 Term
January 15, 2018 (Monday)	Martin Luther King, Jr. Day (Holiday)
January 16, 2018 (Tuesday)	First day of classes for Spring 2018 Term
January 16 – 20, 2018 (Tuesday – Saturday)	Late registration for Spring 2018 Term
January 20, 2018 (Saturday)	Saturday classes begin
January 25, 2018 (Thursday)	STAT date
February 19, 2018 (Monday)	President’s Day (Holiday)
March 14, 2018 (Wednesday)	Midterm date
March 26 – April 1, 2018 (Monday – Sunday)	Spring Break
April 16, 2018 (Monday)	Last student initiated withdrawal date
May 12, 2018 (Saturday)	Last day of Spring 2018 Term

<b>Summer 2018 Term</b>	<b>Activity/Event</b>
June 4, 2018 (Monday)	Summer 2018 Term begins
June 4 - 5, 2018 (Monday – Tuesday)	Registration for Summer 2018 Term
June 6, 2018 (Wednesday)	First day of classes for Summer 2018 Term
June 6 - 7, 2018 (Wednesday – Thursday)	Late registration for Summer 2018 Term
June 7, 2018 (Thursday)	STAT date
July 4, 2018 (Wednesday)	Independence Day (Holiday)
July 5, 2018 (Thursday)	Midterm date
July 18, 2018 (Wednesday)	Last student initiated withdrawal date
July 28, 2018 (Saturday)	Last day of Summer 2018 Term

**APPENDIX F**  
**TEACHING LOAD CREDIT FOR COACHING DUTIES**

1. Varsity sports offered at each of the colleges shall be determined by the local president
2. A special honors class will be included as part of the schedule for each coach for all sports except baseball, basketball, and football. Each college shall have the local option of including honors classes for all sports if it desires and the honors class may be assigned to an assistant coach when appropriate.
3. An example of the 100 level honors class would be as follows: Hours to be assigned for coaching the intercollegiate tennis team — 5 hours. This would be recorded on the coach's program as 3 hours for P.E. 122 -- Tennis Honors and 2 additional hours for coaching. If a student is either dropped from the team by the coach or leaves voluntarily during the course of the season, the athlete would be allowed to return to a regular 100 level physical education course for credit or would receive a "W" grade in the honors class Honors classes will be listed as follows:

Physical Education 120 -- Team Sports

Physical Education 122 -- Individual Sports

and followed by the name of the sport with the coach's name listed as the instructor. In sports where coaching hours are listed for an assistant coach, the honors class may be assigned to the assistant coach.

4. The assigned coaching hours are to be equal for men and women coaches for each sport. If a team plays a considerably reduced intercollegiate schedule with reduced practice hours as compared to the normal athletic program in that sport, then the assigned hours for coaching could be reduced on a pro rata basis.
5. Hours to be assigned as part of the normal teaching load for coaching varsity intercollegiate sports:

**FOOTBALL**

Head Coach	10 hours
#1 Assistant	7 hours (Fall Semester)
#2 Assistant	5 hours

**BASKETBALL**

Head Coach            10 hours (Fall Semester)  
                              5 hours (Spring Semester)

**TRACK**

Head Coach            10 hours (Spring Semester)  
Assistant              5 hours

**CROSS COUNTRY**

Head Coach            5 hours (Fall Semester)

**SWIMMING**

Head Coach            10 hours (To be divided between two semesters)

**WRESTLING**

Head Coach            10 hours (To be divided between two semesters)

**TENNIS**

Head Coach            5 hours (Spring Semester)

**GOLF**

Head Coach            5 hours (Fall Semester)

**VOLLEYBALL**

Head Coach            5 hours (Fall Semester – Women), (Spring Semester - Men)

**SOFTBALL**

Head Coach            5 hours (Spring Semester)

**GYMNASTICS**

Head Coach            8 hours (To be divided between two semesters)

**FENCING**

Head Coach            5 hours (Fall Semester)

## **BOWLING**

Head Coach            3 hours (Spring Semester)

## **CHEERLEADING**

Head Coach            No teaching load credit for coaching but this may include three hours of honors class if there is sufficient enrollment for the class.

In all cases where there is no assistant coach, the three hours for honors class may be assigned to the head coach's varsity coaching hours.

**APPENDIX G.1  
SIDE LETTERS**

Letter of December 21, 1984

Salvatore G. Rotella, Chancellor  
City Colleges of Chicago  
30 East Lake Street  
Chicago, Illinois 60601

Dear Chancellor Rotella:

In consideration of the fair share, salary schedule and arbitration Memoranda of Agreements between the Union and the Board, the Union agrees

1. Any arbitrator chosen by the Union and the Board shall confine his consideration of cases involving renewal of employment contracts solely to the question whether the procedural steps specified by Article VIII. J. of the Agreement have been followed. The arbitrator shall not review the merits of any academic judgment made by eligible department members, the department chairperson or College President charged with the responsibility of making such judgments.

For the purpose of course assignment, a department's or administration's decision on whether a faculty member is qualified to teach shall be based on Article VIII. F.2.c. If the department or administration determines that a faculty member is not qualified on the basis of Article VIII. F.2.c., the academic judgment of the department or the administration shall not be arbitrable.

2. In recognition that it bears a responsibility equal to the Board's to enforce all the terms of the Agreement, including those terms which impose obligations or limitations on faculty members, the Union will assiduously monitor and rigorously insist upon faculty members' compliance with the standards of professionalism contained in the Agreement.
3. The officers of the Union agree to recommend a change in Union policy at the December 21 Executive Board meeting regarding grievances taken by the Union to the Step 2 stage of the grievance procedure, so that a judgment on the merits of a grievance is made by the Union prior to appealing the grievance to the Chancellor or his designee. If the grievance is found by the Union to lack merit, the Union will not submit to the central level.

The paragraphs of this letter will become an integral part of the 1984-1986 Agreement between the Trustees of Community College District No. 508 and the Union.

Sincerely,

[signed]

Norman G. Swenson, President

## APPENDIX G.2

Letter of December 30, 1985

The administration and the union commit themselves to a re-evaluation of the department structure of the colleges. To this end, at each college the president and the union chapter chairperson will agree upon a union/administration committee, composed of an equal number of faculty members and administrators. This committee will make recommendations to the Chancellor on a reorganization of departments within that college, developed on a discipline and/or program base. Priority will be given to present departments which have in excess of thirty faculty.

[signed]

Norman Swenson  
President  
CCCTU, Local 1600  
AFT, AFL-CIO

[signed]

Salvatore G. Rotella  
Chancellor  
The City Colleges of Chicago



**APPENDIX G.3**  
**INTELLECTUAL PROPERTY RIGHTS AND COMPENSATION**

1. Intellectual Property Rights shall be governed by applicable law.
2. Development Obligations
  - a. The Board supports the development, production, and dissemination of copyrightable, trademarkable, patentable, and other intellectual properties by its employees.
  - b. Intellectual property developed by employees on or off college time, except for materials for which the college had specifically contracted per 3(a)(1) above, shall remain the property of such employees.
  - c. The resources, including materials and time, required to develop intellectual property shall be provided by its presumed owner. Intellectual property may be used in the classroom to further its development without jeopardizing this section of the Agreement.

Compensation and Benefits

1. Development and Revision
  - a. Pre-Produced Courses: \$2,500 per course. A “pre-produced” course is one which has been purchased from a third party. These include courses for which video lessons, a course web site, a syllabus, course outline, assignments, textbook, study guide, faculty manual, and/or assessment tool have been developed and are part of the purchased product. Course development consists of restructuring materials to fit the curriculum approved by the Board.
  - b. Mixed Courses: \$3,000 per course. A portion of the right to use the course is purchased from a third party, but the faculty member will be developing 50% of the course content.
2. New DL Courses: \$4,000 per course. These include courses for which only the shell exists. The development of course web site, syllabus, course outline, assignments, (may include video lessons) textbook, study guide, faculty manual, and/or assessment tools are determined by the faculty member developing the course. Course development tools and software licenses are either free or provided by the Board.

3. Revisions of existing CCC-DL courses:

Professionally produced courses:	\$1,200
Combined/mixed media courses:	\$1,500
New distance learning courses:	\$1,800

Union-Administration Committee

A Union-Administration Committee shall be formed to consider issues related to DL. The committee shall be composed of eight (8) members, four (4) members selected by the Union and four (4) members selected by the CDL. This committee shall address itself to any issue related to distance learning in the CCC where there may be an impact on terms and conditions of employment and professional responsibilities of members of the bargaining unit.

The Union Administration Committee shall have no authority to add or modify in any way the terms of the collective bargaining agreement.

**APPENDIX H**  
**ADVISORS AND LIBRARIAN EVALUATION FORMS**

Advisors and Librarian evaluation forms are published in a separate booklet to be distributed to all advisors and librarians.

## **APPENDIX I HISTORICAL BACKGROUND**

1. The Board is a body politic and corporate created by the State of Illinois, pursuant to the Public Junior College Act, approved July 15, 1965, III. Rev. Stat. 1965, Ch. 122 101 Section 100-12.
2. The Union is a labor organization, duly chartered by the American Federation of Teachers, AFL-CIO, which admits to membership college teachers and represents such teachers in matters concerning salaries, fringe benefits and working conditions.
3. The Public Junior College Act specified, inter alia, that the Board has the duties “to adopt and enforce all necessary rules for the management and government of the colleges of its district’ . . . “to appoint all teachers and fix the amount of their salaries” . . . “to establish tenure policies for the employment of teachers and the cause for removal.”
4. No provision of the Public Junior College Act allows the Board to delegate or relinquish in whole or in part its statutory duties and responsibilities.
5. Pursuant to the opinion of its counsel dated August 22, 1966, the Board exercised its lawful discretion and consented to negotiate with an organizational representative of its faculty members as exclusive collective representative of such employees, regarding salaries, fringe benefits and working conditions if such representative were so designated by a majority thereof.
6. By appropriate proceedings and within the area of Board discretion described in the opinion of Board counsel, authorization was given by the Board on September 26, 1966, to the conduct of a representative election by the American Arbitration Association.
7. On October 10, 1966, the American Arbitration Association certified that 592 secret ballots were cast in said election and that 535 votes therein were cast for the Union.
8. Pursuant to the foregoing, on October 11, 1966, the Board recognized the Union as the exclusive Collective Representative regarding salaries, fringe benefits and employment conditions for all faculty members in the bargaining unit.
9. A Negotiating Committee was thereafter appointed by the Board to conduct negotiations with a similar committee of the Union.

10. As a result of such negotiations, the Board Negotiating Committee achieved consensus with Union representatives regarding salaries, fringe benefits, and employment conditions for all faculty members in the bargaining unit for the period of January 1, 1967 through December 31, 1968.
11. The Board Negotiating Committee recommended to the Board that such consensus be recorded in a written Agreement.
12. Having previously voluntarily endorsed the practices and procedures of collective bargaining as a peaceful, fair and orderly method of employment relations insofar as such practices and procedures are appropriate to the special functions of the Board, are permitted by law, and are consonant with the paramount interests of the students of the College, the College system and the public, the Board approved and accepted the recommendations of its Negotiating Committee by formal action at its meeting of May 9, 1967, and authorized its President on behalf of the Board to sign the Agreement so recommended.
13. By appropriate procedures the Union authorized its President similarly to sign said Agreement.
14. In accordance with the terms and procedures of their Agreement which was to terminate on December 31, 1968, the parties entered into negotiations on September 1, 1968, for the purpose of reaching a new Agreement with regard to salaries, fringe benefits and working conditions for the period commencing January 1, 1969.
15. Such an Agreement was adopted by the Board and signed by its Chairman and Secretary and the President of the Union. The Agreement so adopted is determinative of salaries, fringe benefits and working conditions of all faculty members in the bargaining unit for the period of January 1, 1969, to December 31, 1970.
16. In accordance with the terms and procedures of their Agreement which was to terminate on December 31, 1970, the parties entered into negotiations on October 5, 1970, for the purpose of reaching a new Agreement with regard to salaries, fringe benefits and working conditions for the period commencing January 1, 1971.
17. Such an Agreement was adopted by the Board and signed by its Chairman and Secretary and the President of the Union. The Agreement so adopted is determinative of salaries, fringe benefits and working conditions of all faculty members in the bargaining unit for the period of January 1, 1971, through June 30, 1973.
18. In accordance with the terms and procedures of their Agreement which was to terminate on June 30, 1973, the parties entered into negotiations on March 15, 1973, for the purpose of reaching a new Agreement with regard to salaries, fringe benefits and working conditions for the period commencing July 1, 1973.

19. Such an Agreement was ratified by the Board at its special meeting held on January 18, 1974, and signed by its Chairman and Secretary and the President of the Union. As part of this Agreement, the Board agreed:
  - a. to give priority to the employment of certain designated individuals in the social science, humanities, and speech departments at Kennedy-King College, or any of the other colleges.
  - b. to offer employment with full credit for previous service to two designated individuals at Malcolm X College.

The Agreement so adopted is determinative of salaries, fringe benefits and working conditions of all faculty members in the bargaining unit for the period of July 1, 1973, through June 30, 1975.

20. In accordance with the terms and procedures of their Agreement which was to terminate on June 30, 1975, the parties entered into negotiations on February 28, 1975, for the purpose of reaching a new Agreement with regard to salaries, fringe benefits, and working conditions.
21. Such an Agreement was ratified by the Board at its meeting held on November 4, 1975, and signed by its Chairman and Secretary and the President of the Union. The Agreement so adopted is determinative of salaries, fringe benefits, and working conditions of all faculty members in the bargaining unit for the period specified in Article XV.
22. In the winter of 1988-89 the Union and the Board reached an historic four-year agreement. For the first time the Board team was led by a Board member, James Dyson, in consultation with Board Chairman Reynaldo Glover, while Norman Swenson was chief negotiator for the Union. The Agreement was ratified by the Board at its meeting held on January 23, 1989, and signed by its Chairman and Secretary and the President of the Union. The Agreement so adopted is determinative of salaries; fringe benefits, and working conditions of all faculty members and full-time training specialists **in** the bargaining unit for the period specified in Article XV.

## INDEX

### **A**

Academic Freedom and Democracy.....	9
Academic Year and Calendar .....	109-113
Adult Learning Skills Program .....	13
Advisors and Librarians.....	53, 122
Agreement, Precedence of .....	5
Annual Increments .....	13
Annual Salary Guarantee .....	14
Annuities .....	21
Appendices.....	76
Academic Year Calendars 2008-2013 .....	109-113
Compensation for TV College Instruction.....	97
Employment Policy, Tenure Policy and Procedures.....	104
Group Insurance Provisions.....	99
Historical Background .....	123
Payroll Dues Deduction Authorization.....	76
Salary Schedules/Faculty .....	79-83
Salary Schedules/Training Specialists.....	84-89
Salary Schedules Full-Time Faculty Newly Schedule to 15 hours.....	90-95
Teaching Load Credit for Coaching Duties.....	114

### **B**

Board Authority .....	4
Board Meetings.....	5
Board Rules.....	3,8

### **C**

Calendar .....	109-113
CCCTP.....	60,61
Chancellor and the Union President Meetings.....	3
Class Size.....	25
Class Size Maximum .....	25
Conformity to Law.....	73
Contracts, Renewal of.....	40
Credit Union.....	21
Credit Union Payroll Deduction .....	21

**D**

Department Chairs-appointment, term, duties of..... 51  
Department Course Schedules ..... 29  
Department Released Time..... 29  
Departmental Seniority ..... 31, 32  
Department-Student Agreement ..... 9  
Disciplinary Conferences and Procedures ..... 8  
Distance Learning ..... 60  
Dues Checkoff ..... 10  
Duration of Agreement ..... 75

**E**

Early Retirement Program ..... 21  
Emeritus Faculty ..... 13  
Employment, Conditions of ..... 25  
Employment, Initial Renewal ..... 40  
End-of-Semester Activities ..... 38  
Extra Work Assignments ..... 33  
    Funded Projects..... 34  
    Throughout CCC..... 36

**F**

Faculty Evaluation ..... 43  
Faculty Facilities ..... 42  
Faculty Personnel Records..... 42  
Faculty with Rank, Salary of ..... 11  
Freeze on Transfers..... 37  
Future Negotiations..... 74

**G**

Grades .....38,44  
Grievances..... 68  
    Arbitration of (Step 3)..... 70  
    Board/Administration ..... 72  
    Central Level (Step 2)..... 69  
    College Level (Step 1) ..... 69  
    Definition ..... 68  
    General Procedures ..... 69  
    General Provisions ..... 72  
    Time Limits..... 71  
    Union ..... 72  
Group Insurance (see Insurance) ..... 99-103



**H**

Health Service ..... 57  
Holidays ..... 38-40

**I**

Information to Union ..... 3  
Insurance ..... 20, 99-103  
    Administration of ..... 100  
    Basic Medical Plan ..... 100  
    Contributions..... 99  
    Dental and Vision ..... 102, 103  
    Effective Date ..... 99  
    Eligibility ..... 99  
    Group Auto ..... 21  
    Group Health..... 20  
    Home Owners and Renters Policy ..... 21  
    Life ..... 22, 100  
    Malpractice Insurance for Nursing Faculty ..... 21  
    Policyholder ..... 99  
    Termination..... 99  
    Waiting Period ..... 99  
IRS 125 Deductions ..... 25

**J**

Jury Duty..... 65

**L**

Lane Advancement ..... 14, 17-19  
Lane Placement..... 14,15  
Layoff Recall and Requalification ..... 31  
Leaves..... 61  
    For Union and Chapter Officers ..... 6  
    Maternity..... 66  
    Military and Peace Corps ..... 67  
    Paternal ..... 66  
    Personal Business..... 64  
    Sabbatical..... 61  
    Sick Leave..... 63  
    Special Leaves with Pay ..... 64  
    To attend AFT Conventions..... 65  
    To Attend Professional Meetings..... 64  
    To Receive Degrees ..... 64  
    With Pay..... 64

Without Pay .....	65
<b>M</b>	
Maternity Leave .....	66
Meetings with Other Faculty Organizations .....	2
<b>N</b>	
No Reprisals .....	74
No Strike Pledge .....	73
Non-Discrimination .....	9
<b>O</b>	
Optional Distribution Pay .....	14
Outside Employment .....	30
Overtime and Summer Session Pay .....	12
<b>P</b>	
Paternal Leave .....	66
Pay Periods .....	14
Pension Enhancement (see Retirement) .....	23
Preparation of Teaching Programs .....	30
Procedures for Future Negotiations .....	74
Professional Duties and Obligations of Faculty .....	30
Program Directors .....	57
<b>Q</b>	
Qualification to Teach .....	32
<b>R</b>	
Registration Duties .....	38
Released Time for Departmental Chairpersons .....	29
Released Time for Union and Chapter Officers .....	6
Released Time to Attend Professional Meetings or to Receive University Degrees .....	64
Renewal of Faculty Contracts .....	40
Retirement and Salary Enhancement .....	23
Retirement Program .....	21
Review of Forms by Union .....	5
Rights and Benefits of Faculty Members-Board-Union Relations .....	3
Rotation Lists .....	34
Compilation, Determination & Assessment of Points Earned .....	35
Rotation Lists for Faculty Who Change Discipline or Field .....	36
Rotation Points for New Faculty .....	35

## S

Sabbaticals .....	61
Salaries and Pay .....	11
Adult Education .....	13
Adult Learning Skills .....	13
Annual Increments .....	13
Annual Salary Guarantee .....	14
Emeritus Faculty .....	13
Initial Salary and Lane Placement .....	14
New Full-Time Faculty .....	12
Optional Pay Distribution .....	14
Overtime and Summer Pay .....	12
Pay Periods.....	14
Pension Enhancement, retirement.....	23
Salary and Lane Advancement .....	14
Substitutes .....	12
TV College.....	13
Salary Schedule, Faculty.....	78-83
Scope of Agreement.....	73
Semester System .....	38
Seniority and Rotation .....	31
Seniority in Extra Work .....	33
Seniority in Program Selection .....	33
Seniority, Determination.....	31
Sick Leave.....	63
Special Assignments .....	34
Student/Faculty Relations .....	9
Substitution Pay (see Salaries and Pay) .....	12
Summer Session.....	38
Summer Session Pay.....	12
SURS Pickup .....	19

## T

Tax-Sheltered Annuity.....	21
Teaching Load .....	28
Teaching Load for Coaches .....	114
Teaching Load, Variable.....	28
Teaching Programs .....	30
Teaching Programs-Limits, Hours and Days.....	30
Telecommunications Project (also CCCTP).....	60
Teleweb Courses .....	96,98
Tenure .....	104
Tenure Policy and Procedures .....	40
Training Specialists.....	53

Transfer, freeze on procedures.....	37
Tuition Waiver .....	21
TV College.....	96,97
Emeritus and on approved leaves .....	98
Re-telecast.....	96
Studio .....	96
Supporting Instruction .....	97

## U

Union Activities .....	6
Administration Meetings .....	6
Bulletin Boards and Mailboxes.....	7
Chapter Chairs .....	4
Chapter Meetings .....	7
Definitions.....	1
House of Representatives Meetings.....	7
Membership .....	2
Recognition .....	1
Teaching Schedules for Representatives .....	6
Union Representatives .....	6
Class Schedules.....	6
Leaves to Attend AFT Convention.....	65
Meetings of House of Representatives .....	7
Union-Board Relations .....	2
Joint Committees and Union Observers .....	4
Unused Sick Leave, lump sum payment.....	22

## W

Web-Based Courses .....	61
-------------------------	----