COLLECTIVE BARGAINING AGREEMENT
between
Columbia College Chicago
and
Columbia Faculty Union

2019—2023
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ARTICLE I—RECOGNITION AND DEFINITIONS

1. Recognition

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

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

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

2. Definitions

A. The term "College" refers to Columbia College Chicago.

B. The term: "Union" refers to the Chicago Faculty Union ("CFAC"), formerly known as and successor to the Part-time Faculty Union at Columbia College Chicago (a.k.a., P-fac).

C. The term "Working Days" is defined as any day, Monday through Friday, that the College is open for business.

D. The term "Academic Year" refers only to the Fall and Spring semesters and does not include the January term (a.k.a. the "J-term"), Summer session, or any other terms or sessions.

E. The term "Full-time Faculty" comprises: all tenured and tenure-track
faculty, including such faculty holding administration appointments; all 
teaching-track faculty (formerly known as “lecturers”), including such 
faculty holding administration appointments; all faculty in residence (e.g., 
emerging writers in residence, distinguished writers in residence, 
practitioners in residence, etc.), and all Visiting Professors.

F. The term “Bargaining Unit” means the Unit description included in Article 
I, Section 1.A of this Agreement. A “Unit Member” is a member of the 
Bargaining Unit.

G. The term “Union Representative” or “CFAC Representative” refers to an 
authorized representative of the Union, appointed by the Union. The term 
“Departmental Representative” refers to a Unit Member serving as an 
authorized representative of the Union, appointed and/or elected by the 
Union, within an academic department. The Union shall forward to the 
College in writing, no later than October 1 of each year, the name, address, 
Union title and departmental affiliation of each authorized representative. 
Whenever the Union makes a change, the Union shall update the list.

H. The term “Department Chair,” “Department Chairperson,” “Chairperson,” 
or “Chair” refers to a chairperson in one of the College’s academic 
departments or the chief academic officer in the College’s First Year 
Seminar Program.

ARTICLE II—MANAGEMENT RIGHTS

1. Columbia College Chicago and its Board of Trustees retain all their rights, 
responsibilities, powers, duties, and authority inherent in the management of the 
College as conferred upon them by the laws and constitutions of the State of 
Illinois and the United States except as specifically modified by this Agreement 
during its term. All the rights and responsibilities of Columbia College Chicago, 
its Board of Trustees and officers shall be retained and exercised in their sole 
discretion, including by way of example and not in any way limited to:

A. The right to plan, establish, terminate, modify, and implement all aspects 
of educational policies and practices, including curricula; admission and 
graduation requirements and standards; scheduling; academic calendar; 
student discipline; and the establishment, expansion, subcontracting, 
reduction, modification, alteration, combination, or transfer of any job, 
department, program, course, institute, or other academic or non-
academic activity and the staffing of the activity, except as may be 
modified by this Agreement.
B. The right to manage the College and direct the College's property, including fiscal and budgetary policy and their implementation, and to determine the means, methods, and personnel by which the College's operations are conducted and the location and relocation of offices, facilities, equipment, and the number and type of equipment, material, products, and supplies to be used or operated and the sale, lease, contracting, or subcontracting of any of the facilities, equipment, or activities, and to act to maintain or improve the efficiency of the College's operation, except as may be modified by this Agreement.

C. The right to hire, direct, transfer, assign, terminate, lay off, discipline, appoint, reappoint, and evaluate its employees and to establish, modify, and discontinue rules and regulations of procedure, conduct, policies, standards, and practices relating to the performance of work, including workload, scheduling of work and its location, and criteria and qualifications for assignment, appointment, retention, and promotion of employees, except as may be modified by this Agreement.

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

ARTICLE III—UNION RIGHTS

1. Union Security

A. The parties recognize that each employee in the Bargaining Unit must, as a condition of employment, satisfy a financial obligation to the Union as the Unit's exclusive bargaining representative. On or after the thirtieth (30th) calendar day following the beginning of the semester of Bargaining Unit eligibility, every employee subject to the terms of this Agreement shall join the Union, paying the periodic dues uniformly required, or not join the Union, paying an agency fee to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state and national fees, minus local, state and national political action committee fees. An employee who fails to choose either to join or not join the Union after the expiration of the 30-day period shall be presumed to be an agency fee payer. An agency fee payer may object to the Union's spending part of his or her fee for activities not related, under the law, to the Union's role as exclusive bargaining representative. Such an objecting fee payer must pay the percentage of the fee used for activities related to the Union's status as exclusive bargaining representative, as determined through the
Union's internal agency fee procedure. An employee's financial obligation to the Union may be met by having his or her share of dues or agency fees deducted on a semester basis through payroll deduction, as set forth in sections of this Article, by writing a check to the Union each semester for his or her share, or through another method mutually agreed to in writing by the employee and the Union.

B. Any employee who fails to meet his or her financial obligation to the Union, as set forth in section A above, shall not berehired the next Academic Year or for any subsequent session, including summer and J-term, nor receive any special assignments or be eligible for grants provided through the College, until he or she pays the amount that is owed. In order to be eligible to teach in the Fall semester, members must satisfy all previous financial obligations to the Union by August 1. In order to be eligible to teach in the Spring, J-term or summer semester, members must satisfy all previous financial obligations to the Union by December 15. The Union will provide the Provost with a list of those employees who have not met their financial obligation on the following schedule: (i) for those employees who wish to teach in the Fall semester, this list will be submitted by June 1 and will include the names of those who have not met their financial obligation through the previous Fall semester (a final list will be provided to the Provost or designee by August 1 of any Unit Members who have not met their financial obligations to the Union), and (ii) for those employees who wish to teach in the Spring semester, J-term or summer semester this list will be submitted by October 1 and will include the names of those who have not met their financial obligation through the previous Spring semester (a final list will be provided to the Provost or designee by December 15 of any Unit Members who have not met their financial obligations to the Union). When employees have met their financial obligation, the Union treasurer or designee will notify the Provost of this fact in a timely fashion.

C. The Union will provide all employees in the Bargaining Unit with information regarding the ways in which they can satisfy their financial obligations to the Union. In addition, the Union will provide to each agency fee payer information about its expenditures, so that the fee payer can decide whether to object to the use of his or her dues for activities not related, under the law, to the Union's role as exclusive bargaining representative, and information about the internal procedures established by the Union by which a fee payer may register his or her objection and challenge, if he or she chooses, to the Union's determination of the percentage of the agency fees used for activities related to the Union's status as exclusive bargaining representative. Objections to the sufficiency
of the information provided, Union expenditures, and membership are internal Union matters not subject to grievance and arbitration, as set forth in Article IX of this Agreement.

D. Any employee obligated to pay the Union an agency fee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of such an agency fee to the Union may, upon proper substantiation to the Union, request that his or her fee be collected by the Union and sent, on behalf of him or her, to the CFAC Scholarship Fund at the College or to an Union-approved charity (see Appendix I) as per Union policy. Religious objections are internal Union matters not subject to grievance and arbitration. The Union may amend the list of approved charities by written notice to the College.

2. Dues Deduction

A. With respect to any employee on whose behalf the College receives written authorization in a form agreed upon by the Union and the College, the College shall deduct from the wages of the employee dues or agency fees uniformly required as set forth in the Union Security clause above, and shall forward such amounts to the Union by the fifteenth (15th) day of the month following the month in which the deductions are made.

B. The College shall provide the Union, at the time when the dues and agency fee amounts are provided to the Union, with a full accounting of all monies deducted from Bargaining Unit employees so that proper credit can be made to the employee. The College shall provide the Union with a hard copy and an electronic file of all dues information and data for Bargaining Unit employees each term.

C. Upon written notification to the College by the Union of any errors or adjustments that should be made regarding dues deduction, the College is responsible for correcting the errors or making applicable adjustments with respect to dues deduction.

3. Unit Eligibility List

The College shall provide the Union an eligibility list in a timely manner following the first pay period of each Fall Semester, Spring Semester, J-term, and Summer Semester. For each Unit Member, the list shall include: whether the College is authorized to deduct dues, OASIS ID number, first and last name, complete address on file, College e-mail address, phone number on file, whether
they hold a part-time or full-time staff position with the College, where the Unit Member is currently teaching, and the total number of accumulated credits taught. The College reserves the right to correct errors.

4. Save Harmless

A. In the event of any legal action against the College brought in a court or administrative agency because of its dues deductions or agency fees deductions or other actions taken under this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

   i. The College gives immediate notice of such action in writing to the Union and permits the Union’s intervention as a party if it so desires,

   ii. The College gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels, and

   iii. The College does not enter into any settlement of the action without prior written consent of the Union.

B. The Union agrees that in any action so defended, it will indemnify and hold harmless the College from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the College’s non-negligent compliance with this Article.

C. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the College or the College’s imperfect execution of the obligations imposed upon it by this Article.

**ARTICLE IV—COLLEGE - UNION RELATIONSHIP**

1. President/Provost – Union Meetings

The president of the College and designee(s) shall meet with the steering committee of the Union to discuss issues of mutual interest at least once per Academic Year, upon written request from either party. These meetings, however, shall not include any discussions about modifying this Agreement.

The Provost or designee will meet with the Union President upon request by
either party once per semester to discuss issues of mutual interest; however, these meetings shall not include any discussions about modifying this Agreement.

2. Bulletin Boards – Website

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

3. Notification of Tenure-Track, Teaching-Track, or Visiting Professor Faculty Positions

A. When the College forms a search committee for a new tenure-track, teaching-track, or Visiting Professor faculty position or an existing vacant tenure-track, teaching-track, or Visiting Professor faculty position, a notification of such position will be posted on the College website. A copy of such notice will be sent to the Union president before it is posted.

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

4. Office Space

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

5. Color Printer

The College will provide the Union with a standard desktop color printer to be kept in the Union’s campus office space provided by College, to be used consistent with College policy and procedures.

6. Copy Machine

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

7. Campus Mail

The Union shall have the right to distribute mail for Union business through the mailroom, or through department campus mail slots, consistent with College/department policy and procedures. The Union shall, when using the mailroom, assemble Unit-wide mailings in department/office packets for delivery by the mailroom to departments and offices on campus.

8. Meeting Space

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

9. Personnel File

A. The College shall keep a personnel file for each Unit Member including the Unit Member's curriculum vitae (or resume) and official degree transcripts; provided, however, that student evaluations and medical records may be kept separately, and supervisors may keep working files.

B. During employment and for one (1) year after termination of employment, each Unit Member shall have the right to make an examination of his or her personnel file upon seven (7) days' written notice. Unit Members may examine their files once a semester, but no more than twice in a calendar year. Upon filing a grievance, a Unit Member may examine his or her file one more time even if he/she has exceeded the yearly limit. At the Unit Member's request, an Union Representative may accompany the Unit Member in this review. Such review shall be by appointment during normal business hours and in the presence of a designated employee of the College. Neither the Unit Member nor the Union Representative shall remove any material from the file. The right of the Unit Member or the Union Representative to inspect his or her personnel file does not apply to:

i. Letters of reference for that Unit Member, or external peer review documents;

ii. Information of a personal nature about a person other than the Unit Member, if disclosure of the information would constitute a clearly unwarranted invasion of the other person’s privacy;
iii. Records relevant to any other pending claim between the College and that Unit Member which may be discovered in a judicial proceeding;

iv. Investigatory or security records maintained by the College to investigate criminal conduct by an employee or other activity by the Unit Member which could reasonably be expected to harm the College's property, operations or business or could, by the Unit Member's activity, cause the College financial liability, unless and until the College takes adverse personnel actions based on information in such records;

v. Records which are not disclosable under a court order or applicable law.

C. Copies of materials in a Unit Member's personnel file which he or she can review shall be provided to the Unit Member upon the Unit Member's request. Except for materials described in subparagraphs i. – v. of this Section, copies of materials used to make adverse employment decisions will be filed in the Unit Member's personnel file. The Unit Member shall bear the cost of copying.

10. Evaluation

A. The College and the Union are committed to mentoring and constructively evaluating the performance of part-time faculty through a variety of instruments and procedures as outlined in the College's Evaluation Policy ("Evaluation Policy") (Appendix III), which may include but are not limited to: in-class observations of teaching performance, review of teaching materials, student assessments of teaching, peer evaluations, and other relevant information that provides evidence of teaching effectiveness.

B. The College must utilize the Evaluation Policy: (i) when it evaluates a Unit Member and (ii) before it remediates a Unit Member as required by and consistent with Article VII.4.

C. The College will provide paid training (based on the standard meeting rates and the College's then applicable training program) to Unit Members to serve as new peer evaluators. To be eligible for paid training, the Union shall provide the names of any new peer evaluator who needs training to the CFAC Liaison not later than the end of the third week of each semester.

D. The College and the Union agree to form a joint committee to analyze the current system of part-time faculty evaluation. The committee will consist
of four representatives designated by the College and four representatives designated by the Union. The committee will discuss the evaluation process, evaluation tools, evaluator training, support and mentoring systems, etc. Mutually agreed changes will be recorded in writing by June 30 of each year, or as soon thereafter as practicable. Such changes will be communicated to the Provost and the Union President and implemented in the upcoming Academic Year, or as soon thereafter as possible.

11. Indemnification

A. The Union will indemnify and hold harmless the College from any liability for any damages, costs, or expenses of any kind arising out of or related to the Union’s use of any College facilities pursuant to any of the provisions of this Article IV (including, without limitation, such use of College bulletin boards, website, office space, copy machines, meeting space, and campus mail), and the Union will, if requested by the College, defend any legal action brought in any court or administrative agency, raising any claim covered by this indemnification provision, provided:

vi. The College gives immediate notice of any claim covered by this indemnification provision, in writing to the Union and permits the Union’s intervention as a party if it so desires,

vii. The College gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels, and

viii. The College does not enter into any settlement of the action without prior written consent of the Union.

B. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the College.

12. Copy of Agreement

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

13. Union Representation

A. Beginning with the Fall 2019 Semester, a maximum of six (6) Unit
Members per semester will be paid $4,600.00, per Unit Member, per semester, for contract administration. Such Unit Members will provide services for the benefit of the College and the Union in administering the Collective Bargaining Agreement. Such Unit Members shall perform such services and make themselves available to College administration staff and part-time faculty members (ordinarily in the Union office) for at least a combined total of thirty (30) hours per week, for at least thirty-five (35) weeks per calendar year, in addition to the Unit Members' teaching responsibilities. To qualify for contract administration payments during a semester, a Unit Member must be: (i) teaching at least one (1) course during that semester and must not be undergoing remediation or (ii) available to teach as indicated on that member's Teacher Availability Form or forms and must not have failed remediation at the College. The Union reserves the right to designate that the College apportion these payments among up to ten total Unit Members, for contract administration; however, the total of all payments made by the College in any semester shall not exceed $27,600.00.

B. A maximum of two (2) Unit Members will be paid $4,600.00, per Unit Member, for the summer session for contract administration. They will be available for at least a combined total of ten (10) hours per week for the fifteen (15) weeks that the office is not otherwise staffed between Academic Years. They will be responsible for the services listed above. To qualify for contract administration payments during a summer, a Unit Member must: (i) have taught at least one (1) course during the previous fall or spring semester and must not be undergoing remediation or (ii) have been available to teach in the previous fall or spring semester as indicated on that member’s Teacher Availability Form or forms and must not have failed remediation at the College. The Union reserves the right to designate that the College apportion these payments among up to four total Unit Members, for contract administration; however, the total of all payments made by the College in any summer session shall not exceed $9,200.00.

14. Union Leave

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

15. Labor-Management Committee

The parties will convene a Labor-Management Committee comprised of four representatives designated by the College (including representatives from Human Resources, Finance, the Office of the Provost, and the Office of the President) and four representatives designated by the Union to meet as needed to discuss contract administration and related issues that may arise during the term of this Agreement. This committee will endeavor to meet once per month upon reasonable notice from either party unless additional meetings are agreed to by both parties.

16. Diversity, Equity, and Inclusion

Diversity, Equity, and Inclusion ("DEI") is central to the College's present and future success. To actively promote DEI, the College maintains an Office of Academic Diversity, Equity and Inclusion ("Academic DEI").

a. Unit Members shall have complimentary access to DEI training on the same terms that it is provided to other faculty.

b. The responsibilities and duties of Academic DEI are delineated and communicated on the Academic DEI website, currently: https://about.colum.edu/diversity-equity-inclusion/index.html.

c. Whenever announced by Academic DEI, and with notice to the Union, the Union may nominate Unit Members for up to two seats on the Academic DEI Executive Committee. Unit Members must satisfy any criteria and qualifications established by Academic DEI for serving on the Executive Committee. Selected Unit Members will be compensated for meeting time.

d. Whenever announced by Academic DEI, and with notice to the Union, the Union may nominate Unit Members for at least one seat on the Academic DEI Advisory Committee. Unit Members must satisfy any criteria and qualifications established by Academic DEI for serving on the Advisory Committee. Selected Unit Members will be compensated for meeting time.

e. The college may invite Academic DEI Committee members to coordinate and/or facilitate DEI awareness initiatives, campaigns, or programs.
f. The College will list active Unit Members on the Columbia College Directory and on the faculty pages of the College website. Part-time instructors will be listed among the full-time faculty on the faculty pages of the College website.

ARTICLE V—ACADEMIC FREEDOM

1. Definition

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

2. Protection

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

ARTICLE VI—GOVERNANCE AND NON-GOVERNANCE COMMITTEE WORK

1. Meetings with Department Representatives

Once each Fall and Spring Semester, each Department Chair shall convene a meeting with all Departmental Union Representatives, academic coordinators, and, upon the request of either party, directors and other coordinators, to discuss issues and concerns. However, these meetings shall not include discussions about modifications to this Agreement during its term.

2. Joint Faculty Meetings

Each department shall hold a joint meeting of all faculty members (including Unit Members) within the department at least twice each Academic Year. During this meeting, the Department Chair shall allot time on the agenda to a Departmental
Representative to discuss departmental issues that affect Unit Members within the department. In order to be allotted time on the agenda, the Departmental Representative must submit proposed agenda items to the Department Chair for his or her approval at least three (3) Working Days in advance of the meeting. The Department Chair shall present any concerns to the CFAC Representative twenty four (24) hours in advance of the meeting.

3. Other Faculty Meetings

Unit Members may voluntarily attend faculty meetings, without pay, regardless of teaching status; however, meetings (or portions thereof) regarding issues that do not directly concern part-time faculty shall be closed to Unit Members. Agendas for such meetings, identifying the subjects to be covered and any closed portions, will be published in advance of the meeting. Any disagreements over the College's implementation of this paragraph will be resolved exclusively by referral to the Labor-Management Committee.

4. Department Chair Search Committees

When the College is forming a search committee for a Department Chair, the appropriate dean will inform the CFAC Designated Spokesperson in writing within ten (10) Working Days of the formal announcement. CFAC will elect a CFAC Representative from the appropriate department and will forward the name to the appropriate dean in writing.

5. Dean Search Committees

When the College is forming a search committee for a dean, the provost will inform the CFAC Designated Spokesperson in writing within ten (10) Working Days of the formal announcement. CFAC will elect a CFAC Representative from the appropriate School and will forward that name to the provost in writing.

6. Provost Search Committees

When the College is forming a search committee for a provost, the College president will inform CFAC's designated Spokesperson in writing within ten (10) Working Days of the formal announcement. CFAC will elect a CFAC Representative and will forward that name to the College president in writing.

7. President Search Committees

When the College is forming a search committee for a College president, the Board of Trustees' Chair will inform the CFAC Designated Spokesperson in writing within ten (10) Working Days of the formal announcement. CFAC will
elect a CFAC Representative and will forward that name to the Board of Trustees’ Liaison in writing.

8. Department Curriculum Committees

The Department Chair in each department shall appoint at least one (1) Unit Member to serve on the department curriculum committee (“DCC”), if such a committee exists, unless no candidates are received. This Union participant shall have all the same rights, including the same voting rights, as other members of the respective DCC. The Department Chair or designee shall inform the Union President of DCC opportunities as soon as practicable but no later than the end of each Spring Semester for the upcoming Academic Year. This notice shall include any standing or scheduled committee meeting times. The Union shall submit candidate(s) from the department. The Department Chair shall select the Union participant from the candidates submitted by the Union and the College will notify the Union President of the selection.

The Union participant shall serve on the DCC at the discretion of the Department Chair. The Union participant shall serve for a period of one (1) Academic Year, with the opportunity for repeat selection. For renewal appointments, the Union may submit the incumbent representative among other candidates, in which case the incumbent may be renewed by the Department Chair. If the Department Chair decides to remove the Union participant, or the Unit Member is unable to serve for the full Academic Year, the Department Chair shall appoint a substitute from among the remaining candidates or, if no such appointment is possible, give the Union President notice and the Union may submit a different candidate(s) for the committee.

The evaluation and recommendation of formal curriculum proposals to the department chair is reserved to the DCC; no other group or committee shall recommend such proposals to the department chair in a manner that bypasses the role of the DCC.

In departments with more than one substantive discipline (e.g., Communications, which comprises Advertising, Radio, Journalism, etc.), the Union may nominate additional candidates from disciplines different than that of the representative appointed above. The Department Chair may specifically request candidates from a particular discipline. The Department Chair will select one additional participant from the candidates submitted by the Union. The additional representative shall participate in all DCC meetings and discussions; however, the Union representatives will exercise one vote on all DCC matters. Department Chairs may, in their discretion, request additional candidates and appoint
additional Union representatives to the DCC; however, the Union representatives will exercise one vote on all DCC matters.

The Union acknowledges that the DCC's consideration of curriculum changes and related recommendations is not final. Each year, the College shall provide the Union President with reasonable, written notice of all curriculum changes that have received final approval. Such notice will not be later than February 15th of each year for changes that will take effect in the subsequent Academic Year. Both the College and the Union reserve any rights and positions related to effects bargaining.

9. Paid and Unpaid Meetings

For the following meetings, the College will pay each Unit Member in attendance the flat meeting rate of $100.00 for meetings that do not exceed four hours ($125.00 for meetings that exceed four hours):

- Two contract-mandated department meetings in each Academic Year for all full- and part-time faculty (Art. VI.2)—any Unit Member who teaches in an Academic Year will be pre-paid $200.00 for such department meetings.

- Search committees for department chair, dean, provost, and president (Art. VI.4-7).

- Academic DEI Executive Committee and Advisory Committee meetings (Art. IV.18).

- Department curriculum committee meetings (Art. VI.8).

- Required non-governance committee or ad hoc task force work.

- Required department or college in-service education or training. Alternative arrangements for providing such in-service education to Unit Members may be made by individual departments in cases where Unit Members are unable to attend a given session.

- Training for peer evaluation (Art. IV.10, Appendix III).

The College is not required to pay Unit Members for attendance at any other meetings, including without limitation the following:

- Department meetings with Department Chair, departmental representatives, and academic coordinators (Art. VI.1).

- Governance meetings (except where otherwise provided).
• Departmental meetings not required by this Agreement.
• Course coordinator meetings (group or individual).
• Class observations for peer evaluation.

Alternative arrangements for providing such in-service education to Unit members may be made by individual departments in cases where Unit members are unable to attend a given session.

10. College-Wide Committees

For the duration of this Agreement, the College agrees to continue, consistent with past practice, endeavoring to invite a CFAC representative to participate on college-wide committees and to provide a stipend for such participation.

11. Academic Affairs Committee

A designated spokesperson for the Union will be invited to address the Academic Affairs Committee of the Board of Trustees on a semi-annual basis, and at such other times as the Board's Chairperson determines is appropriate.

12. Notice to Unit Members

When a department is required to extend, or in its discretion is extending, the opportunity for Unit Members to participate in the meetings referenced above, it will first notify the Union so that the Union has the first opportunity to promptly solicit volunteers. The Union will notify the Department Chair once the Union's solicitation has been issued. If a chair wishes to follow up with a general message to Unit Members, the chair may do so provided that the message specifically states that all interested Unit Members must communicate their interest directly to the Union.

ARTICLE VII—APPOINTMENT/REAPPOINTMENT/COURSE ASSIGNMENT

1. Assignment

A. Teaching Availability Form

Unit Members should submit the online Teacher Availability Form (the "TAF") to request course assignments and communicate teaching availability for the upcoming semester. TAFs shall be made available online to part-time faculty on an ongoing basis. The College will send Unit Members (including those not currently teaching) an e-mail notice regarding the deadline for submitting TAFs at least nine (9) weeks prior to
the due date for completing the course schedule for the following semester, and this notice will include a list of the courses each department anticipates offering in the upcoming semester. Unit Members are responsible for submitting complete TAFs on a timely basis. Unit Members must submit a complete TAF not later than seven (7) weeks before the due date for completing the course schedule. While the College will give reasonable consideration to course, day, and time preferences, the receipt and submission of a TAF by a Unit Member does not obligate the College in any way to provide an appointment or a particular assignment to that Unit Member. A sample TAF is attached to this Agreement as Appendix II. Departments may alter this sample TAF in order to gain additional information necessary to the department, but each TAF must include at least the following: name, date, telephone number, semester in question, explanation of the TA Form’s purpose, procedure for returning the TA Form, place to return the TA Form, courses that the part-time faculty member feels qualified to teach in order of teaching preference, days and hours available to teach in order of preference, days and hours not available to teach, number of courses desired by the faculty member, and a space for additional comments helpful to the Chairperson or Chairperson’s designee in assessing skills or qualifications for any of the courses that the part-time faculty member wishes to teach. In addition, every TA Form must include the following statement:

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

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

The College will continue to provide the Union with reports of the TAF submissions by Unit Members in Excel format, course assignments to Unit Members (including timely updates) in Excel format, and copies of course offers to Unit Members.
B. Full-time Faculty

Teaching assignments are first made to Full-time Faculty before courses are assigned to part-time faculty. The parties may mutually agree, in writing, to allow retiring tenured faculty members to continue to teach courses under this provision.

C. Graduate Student Instructors

Teaching assignments are made to Graduate Student Instructors (GSI) in accordance with the requirements of their respective graduate program before courses are assigned to part-time faculty.

Collectively, GSI will not teach more than 64 course sections in an Academic Year; no individual GSI will receive more than one section (or, if more than one section is assigned, a total of three credits) per semester; GSI teaching will not expand beyond the English & Creative Writing and Art & Art History departments. The College agrees it will discuss the overall impact of any expansion of the GSI program to other departments on the Bargaining Unit with the Union; however, if courses are assigned to GSI in a department not listed above, and a Unit Member with at least 51 credits who has submitted a TAF will lose a course as a result of that GSI assignment, the impacted Unit Member will receive an enhanced cancelation fee of $1,000.00 (or $1,500.00 if less than three weeks before the start of the semester/session), provided reassignment is not possible. If an impacted Unit Member with at least 51 credits who has submitted a TAF will lose the only assigned course, and reassignment is not possible, that Unit Member will receive the regular course rate.

Any such expansion to other departments will require advance approval by the applicable dean and the Office of the Provost, with notice to the Union. Such notice will include the course(s) to be taught and the name of the impacted Unit Member.

D. Full-time Staff Who Teach

Teaching assignments are made to full-time staff pursuant to Appendix V and Appendix VI before courses are assigned to part-time faculty.

E. Part-time Faculty Tiering

To the extent that available course sections are not assigned pursuant to the above sections, and the Unit Member is qualified and available to teach the course, such courses shall be assigned to Unit Members and the College shall follow the process below (a.k.a., “tiering”) when making assignments to part-time faculty in the Academic Year. The College shall
not (except to satisfy the course assignments and/or teaching loads of the
primary assignments listed in the above sections, or as provided
otherwise in this Agreement) assign such remaining courses outside of the
Bargaining Unit.

i. The College will begin by offering two (2) course sections (with at
least 6 credit hours, when possible) to Unit Members with fifty-one
(51) or more credits (if a Unit Member only requests one (1) course
section, he or she will only be offered one (1) course section). If
there are insufficient course sections for every Unit Member who
requested an assignment of two (2) or more courses, then the
College will offer one (1) assignment to Unit Members in this
category, and then any remaining course sections will be offered to
fulfill the request for two (2) assignments.

ii. The College will next offer one (1) course section (with at least 3
credit hours, when possible) to Unit Members with 33-50 credits, to
the extent available.

iii. The College will next offer additional course sections to Unit
Members with two hundred (200) or more credits who have
requested a third course section. If there are insufficient course
sections for every Unit Member who requested an assignment of
three (3) or more courses, then the College will offer a third
assignment to Unit Members in this category, to the extent
available.

iv. After such Unit Members have been offered assignments, the
College will give consideration to offering additional course sections
to Unit Members with thirty-three (33) or more credits, and may
offer course sections to any Unit Members. This does not prevent
the College from offering course sections to other qualified persons.

v. Discretionary Exceptions: Beginning with course assignments for
the Fall 2020 Semester, the College has the discretion to make
course assignments that are not governed by Art. VII.1.E (i-iv)
above, subject to the following conditions:

1. Up to 8 course sections per semester/session (no more than
16 sections per year) may be assigned to new Unit hires or
existing Unit Members, regardless of the individual's teaching
credit history.

2. Up to 4 course sections per semester/session (no more than

24
8 sections per year) may be assigned to Visiting Part-time Faculty. A Visiting Part-time Faculty member is a newly hired part-time faculty member who will not teach at the College for more than one semester per calendar year. Such arrangements may be renewed for the same individual. Assignments under this subsection must be relevant to the Visiting Part-time Faculty member’s area(s) of specialization and the Visiting Part-time Faculty member must have demonstrated experience or knowledge, and recognition in their field (for purposes of illustration only, “recognition in their field” includes work that has been professionally exhibited, awards received for substantive work or contributions, published work, work that is chronicled in professional journals or mainstream media outlets, etc.).

3. Up to 8 additional course sections per semester/session (no more than 16 sections per year) may be assigned to new Unit hires or existing Unit Members, regardless of the individual’s teaching credit history; however, in these cases a Unit Member who loses a course assignment will receive their regular course rate in lieu of a cancelation fee, if re-assignment is not possible.

4. Each department is limited to using two Discretionary Exception assignments a year; except, however, if a Unit Member with at least 51 credits in the department has submitted a TAF and will otherwise (not by operation of a Discretionary Exception) have no course assignments, that department will be limited to one Discretionary Exception.

5. Each Unit hire or existing Unit Member is limited to receiving two Discretionary Exception assignments in a single year; however, existing Unit Members with fewer than 33 credits may not receive more than one Discretionary Exception assignment in a single year.

6. No Discretionary Exception assignment may cause a Unit Member with at least 51 credits, who has submitted at TAF, to lose more than one course offer, more than once in a two-year period, and such impacted Unit Member will receive a $1,000.00 cancelation fee if re-assignment is not possible ($1,500.00 if less than three full weeks before the start of the semester/session), except as noted in paragraph 7 below. No
Unit Member may be impacted under this subprovision more than once in a single year, or more than five times ever.

7. If a Discretionary Exception assignment causes a Unit Member with at least 51 credits, who has submitted at TAF, to lose their only course offer, then such Unit Member will receive their regular course rate in lieu of a cancelation fee, if re-assignment is not possible. No Unit Member may be impacted under this subprovision more than once in a single year, or more than three times ever.

8. Discretionary Exception assignments will be limited to those with (i) a demonstrated record of successful instruction or (ii) demonstrated experience, knowledge, or recognition in their field. Discretionary Exception assignments will be overseen by the deans and the Office of the Provost. If a Discretionary Exception assignment will be used to hire a relative of any member of College management, the relationship must be disclosed to the dean and Provost prior to hiring.

9. Discretionary Exception assignments in any semester/session (including J-term and summer session) count against the caps described in subparagraphs v.1, v.2, and v.3 above.

10. Beyond this, the College and the Union must agree in writing to any other course-assignment exceptions. The College will give the Union advance notice of Discretionary Exception assignments with the name of the Unit Member who did not (or will not) receive a particular course offer because of the Discretionary Exception assignment. Impacted Unit Members will also receive notice in writing of the course offer they are not receiving due to the use of a Discretionary Exception assignment.

11. These Discretionary Exception provisions will expire and will not continue for any reason when this Agreement expires unless the parties agree in writing to extend the term of the Agreement.

vi. Soon after all anticipated offers have been accepted, each department will notify part-time faculty who have submitted TAFs that such offers have been made.
vii. The following conditions apply to the priority for teaching assignments under this Paragraph E:

1. Bargaining Unit Members must respond to an offer of teaching assignment within ten (10) calendar days, but may be required to respond sooner after July 1st for the upcoming Fall Semester or sooner after December 1st for the upcoming Spring Semester when a sooner response is necessary to manage the assignment process and semester start date. Under no circumstances, however, shall a Unit Member have fewer than forty-eight (48) hours to respond to an offer of teaching assignment. A Bargaining Unit Member who fails to accept an offer of teaching assignment in a timely manner shall waive the right to the assignment.

2. If a Unit Member: (a) rejects or waives an offer of teaching assignment that is consistent with the courses and times of availability listed on the Unit Member's TA Form, or (b) rejects or waives an offer of a teaching assignment inconsistent with the Unit Member's TA form but there are no courses that match the Unit Member's expressed availability, then the College shall not be obligated to offer a different assignment to that Unit Member.

3. If a Unit Member withdraws from an assigned course fewer than two weeks before the first scheduled class session, the College will first offer the course to the Unit Member who is next in line to receive the offer pursuant to tiering (above); however, if that Unit Member does not accept the offer within 48 hours of when the offer is made, the College may assign the course to any other qualified individual without regard to tiering.

F. New Course Development

If the College requests that a Unit Member design a new course, or the College approves in writing a proposal from a Unit Member to design a new course, the Unit Member will receive a stipend of $2,500.00, to be paid upon completion of the design according to procedures established by the department and/or College for the process of such course design. When a Unit Member has designed a new course under this provision, the College shall offer the Unit Member an opportunity to teach the new course in the first semester that the course is offered, and the College may consider the Unit Member for subsequent assignments to
teach the new course.

2. Reassignment

A. All Unit Members with fewer than 33 accrued credit hours are considered probationary, are not governed by the Just Cause provisions of this Agreement, and are only rehired at the discretion of the College. Unit Members with 33 or more accrued credit hours shall remain eligible for rehire absent just cause, except as provided otherwise in this Agreement.

B. When appropriate under the conditions stated here during the Academic Year, the Department Chair shall assign to eligible Unit Members course(s) that had been previously assigned to another part-time faculty member. To be eligible for reassignment, Unit Members must meet the following criteria:

   i. The Unit Member must have taught a minimum of fifty-one (51) credits at the College.

   ii. The Unit Member has lost an assigned course due to low enrollment, to accommodate a Full-time Faculty member's need for re-assignment, or for any other reason except remediation or discipline.

   iii. Without such reassignment, the Unit Member would have fewer than two (2) classes for that semester.

   iv. The Unit Member is deemed qualified to teach the re-assigned course. Without limitation, a Unit Member is presumptively qualified when they have taught the course to be reassigned at Columbia in any one of the four (4) semesters prior to the term/semester in which reassignment takes place and, in the judgment of the Department Chair, the course is substantially the same as when the Unit Member last taught it.

C. Unit Members undergoing remediation may be limited to one (1) course at the discretion of the Department Chairperson.

D. In all cases, reassignment will apply only until such time as the eligible Unit Member's teaching assignment reaches two (2) classes.

E. Unit Members who meet the criteria described in Section A above may be reassigned to courses originally assigned to another Unit Member who has taught fewer than thirty-three (33) credits, or a Unit Member with 33-50
credits provided such Unit Member will be left with at least one course assignment after the reassignment. Unit Members do not have a right to be reassigned to a course originally assigned to: (i) graduate students in the GSI Program, (ii) Full-time Faculty, or (iii) full-time staff who teach pursuant to Appendix V or Appendix VI.

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

3. Instructional Continuity

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

i. If the College drops a class from the schedule that a Unit member has taught within the last two years, it must notify the Unit member. The College will attempt to find another class for that Unit member. The above notwithstanding, the College shall not be required to remove a faculty member assigned to teach a course from that course in order to find another class for such Unit member, unless the Unit member meets the criteria of Article VII, Sections 1 and 2 above.

ii. If the College cancels a class for which it had scheduled a Unit Member due to a lack of sufficient enrollment, it will advise the Unit Member before the beginning of classes. The College will explore the possibility of the unit member teaching a different class and should no class be available, it shall assign the Unit Member a class if the Unit Member meets the criteria outlined in Article VII, Sections 1 and 2.

iii. If the College alters significantly any class, it must notify all of the Unit Members who have taught the course in the last two years in a timely manner, but not later than the end of the semester preceding implementation. If the department determines that the Unit Member is not qualified to teach the altered course, the College shall provide the Unit Member opportunity to acquire training to him or
her, if the College offers such training. Once the Unit Member successfully completes the training, the College will offer course assignments to the Unit Member in accordance with Article VII, Sections 1 and 2. The above notwithstanding, the College shall not be required to remove a faculty member assigned to teach a course from that course in order to find another class for such Unit Member, unless the criteria of Article VII, Sections 1 and 2 above are met.

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

4. Remediation for Unsatisfactory Teaching Performance

A. If a Unit Member who has taught at least fifty-one (51) credits is not to be reemployed because of unsatisfactory teaching performance, prior to the beginning of classes for the following semester the Department Chairperson or his or her designee shall notify the Unit Member and the Union of the teaching deficiencies and offer the Unit Member an opportunity to remediate those deficiencies. An unsatisfactory teaching performance shall be determined by the College using the evaluation criteria as determined by the procedures outlined in Article IV.10 of this Agreement. The College will notify the Union when such an evaluation is to be conducted.

B. Since continuing professional development is a precondition for Unit Members to be hired, it is the sole responsibility of the Unit Member to be current with the subject matter of his or her field. It is understood that the College is not responsible for training in that subject matter; unsatisfactory teaching performance in this article refers to the pedagogy of the Unit Member in question. The Unit Member undergoing remediation will not be paid for the remediation process. All direct costs of remediation will be covered by the College.

C. An opportunity to remediate shall involve the following: the Department Chair shall meet with the Unit Member who is to be remediated, at which time the Unit Member will be given specific guidelines, in writing and before the remediation semester begins, on the teaching behaviors that need to be corrected and the clear, reasonable, and achievable steps that must be taken to accomplish this. At the Unit Member's request, an Union
Representative may participate in this meeting at which these guidelines are outlined. Unit Members undergoing remediation may be limited to one (1) course at the discretion of the Department Chairperson, during which time the College shall reevaluate the teaching performance of the Unit Member.

D. After remediation and subsequent reevaluation as required under this subsection, if the Unit Member's teaching performance has not improved sufficiently in the sole opinion of the College, the College may choose not to rehire the Unit Member. The College also may choose not to rehire a Unit Member who refuses or fails to comply fully with remediation.

E. The provisions of this Article VII, Section 4 shall not be subject to the grievance and arbitration procedures of Article IX, including without limitation any decision by the College not to rehire a Unit Member after remediation and reevaluation or after the Unit Member refuses to comply with remediation. A Unit Member will be permitted to resign from employment in lieu of a decision on remediation. The above notwithstanding, any alleged refusal by the College to offer remediation to a qualifying Unit Member shall be subject to grievance and arbitration pursuant to Article IX.

5. Baseline Faculty Qualifications

A. Standards for Baseline Qualification

1. General Standard: To be qualified, faculty must possess an academic degree that is one level above the level at which they are teaching—except for those holding terminal degrees—and relevant to the course content. Faculty teaching general education courses, however, must possess a master’s degree or higher in the discipline or subfield (the tested experience alternative discussed below is not available to faculty teaching general education). General education faculty teaching outside of their degree discipline must have completed at least 18 graduate-level credits in the discipline or subfield in which they teach.

2. Tested Experience Alternative: Faculty can alternatively be qualified based on equivalent tested experience: a breadth and depth of experience outside of the classroom in real-world situations that are relevant to the discipline being taught. Tested experience must be relevant to both the degree level and the course content, and typically includes the following:
i. minimum of 5 but preferably 10-20 years of industry experience; and/or
ii. documented, active creative or professional practice with an extensive client list; and/or
iii. record of regional and national awards (or nominations for such awards) in the discipline; and/or
iv. specialized certification.

B. Notice of Changes

1. The Union receives notice of new courses and curriculum changes under Art. VI.8. Should a change in curriculum disqualify a Unit Member from teaching a course that they have taught within the past six years, and the College declines to assign the Unit Member’s request for that course based on that assessment, the College will provide the reason(s) for disqualification in writing.

2. Should a Unit Member with at least 33 credits be disqualified from teaching a requested course that they have taught within the past six years based on a curriculum change (or as provided in paragraph 3 below), the Union may request that the Unit Member receive one of the following options and, in the College’s discretion, the College will offer at least one of the options described below:

   i. Provide the Unit Member with training and/or other professional development opportunities that, if successfully completed, will re-qualify the Unit Member to teach the course (the College may assign or not assign a disqualified course to the Unit Member during the training or development period); or

   ii. Pay the Unit Member a one-time fee of $2,000.00 per disqualified course and provide the Unit Member with at least one year to attempt to develop or obtain the required qualifications (the College may assign or not assign a disqualified course to the Unit Member during this period); or

   iii. Provided the Unit Member has taught a disqualified course within the past two years, provide, in return for a general release of claims, a severance package of $50.00 per credit based on the Unit Member’s then applicable teaching credit history.
If the College does not offer option 3.i above, the Unit Member may choose either option 3.ii (one year to cure) or option 3.iii (severance package), provided they satisfy the requirements stated above.

3. If the College's outside accreditor issues new guidance regarding faculty qualifications, and failure to comply with that new guidance would seriously jeopardize the College's accreditation, Unit Members may be re-evaluated according to the new guidance and, if necessary, disqualified. Otherwise, Unit Members with at least 33 credits who have taught a course (or the relevant equivalent course) at the College in the past six years will not be disqualified except as provide above.

6. Summer Session Course Assignments

A. Each department will distribute a summer session availability form ("summer form"), along with a list of anticipated summer session course offerings, to all part-time faculty in the department. Any part-time faculty member may submit a summer form to express interest in teaching during the summer session. The summer form will be distributed during the window for TAFs for the upcoming fall semester, and shall indicate a deadline for submission.

B. Beyond this subsection 5, summer session assignments are not governed by Article VII. After making summer session assignments to any Full-time Faculty and (if applicable) full-time staff who teach pursuant to Appendix V, departments will offer remaining courses to any other qualified and available individual who (i) is a Unit Member and has submitted a timely summer form or (ii) is eligible to become a Unit Member (e.g., new hires), without regard to the individual's total credit hours; however, the College agrees to assign at least 25 of the remaining course sections to Unit Members with at least 51 credits who submit summer forms and are qualified and available. If 25 such qualified individuals are not available (or if they are assigned courses), a department may assign remaining summer session courses to any qualified Unit Member without regard to total credit hours.

C. Unit Members must respond to a summer session course offer of assignment within five (5) calendar days of the offer. Unit Members may be required to respond sooner—but not sooner than forty-eight (48) hours—if the offer of assignment is made after April 30. A Unit Member who fails to timely accept an offer of assignment for the summer session waives the assignment.
7. Credits Taught as Graduate Student

Credits taught as a graduate student do not apply for any purpose under this Agreement.

8. Annual Appointments

A. Beginning with the Fall 2020 Semester, the College may, in its discretion, grant 12-month Annual Appointments to any Unit Member with 51 or more credits (a.k.a. “A-tier”). Annual Appointments are structured based on department and curricular needs, projected student enrollment, faculty qualifications, and teaching performance, among other relevant factors. The Union and the College will agree each year about which departments may grant Annual Appointments and the number of such appointments within each department. Once granted, Annual Appointments may be renewed in accordance with this provision, but the number of such appointments shall not be increased within a department unless both parties agree in writing.

B. Course assignments for Annual Appointments must be based on the Unit Member’s number of prior year course assignments, and may not include Discretionary Assignments (see Art. VII.1.E.v), unless the College and the Union agree otherwise in writing. In other words, if the Unit Member received two courses in each of the past two semesters, the Unit Member may be given an Annual Appointment that provides up to two courses per semester for the appointment year. After a faculty member receives an Annual Appointment, the appointment can be renewed for the same number of courses on an annual basis by mutual agreement between the department chair and the Unit Member. Course assignments above and beyond such renewals are otherwise subject to the tiering provisions of Art. VII.1.E and may include Discretionary Assignments (see Art. VII.1.E.i).

C. Departments may structure Annual Appointments in consultation with the Unit Member beforehand; however, no Unit Member may teach more than 18 credits in any 12-month period without advance written authorization from the Office of the Provost and the Union. Compensation for course assignments is governed by Article XI.7.B.

D. The TAF will include the option for A-tier Unit Members to express interest in receiving an Annual Appointment. Annual Appointments are made in the College’s discretion but will be based on relevant qualifications and/or teaching experience (e.g., without limitation: strong academic credentials or significant tested professional experience in the discipline; strong teaching and performance evaluations; the ability to teach variety of subjects; etc.).
E. Annual Appointments must be approved by the school dean and the Office of the Provost before they are offered to a Unit Member. The Union may grieve a decision to grant an Annual Appointment; however, the decision to renew or not renew an Annual Appointment is not subject to the grievance and arbitration provisions of Article IX.

9. Online Course Offers

A. This subsection governs assignments to Unit Members to teach online continuing education courses through Columbia College Chicago Online ("Online Courses").

B. Online Courses are offered and assigned at the College’s discretion and are not governed by Article VII.1.E. Consequently, an Online Course assignment will not count toward a Unit Member’s tier status (Article VII.1.E) or the Salary Schedule (Article XI.7). Unit Members may apply to be considered for Online Course assignments. Online interest forms will be kept on file (a Unit Member need only resubmit if information changes) and considered for assignments, and the catalogue of Online Courses is available at all times on the Online website. In addition to being qualified to teach the subject matter, such Unit Members must be able to meet the Online Course teaching requirements and expectations, and complete all necessary training and orientation.

C. Unit Members will be compensated for Online Courses at a flat rate of not less than $2,500.00 per course for the standard 8-week course duration (prorated up or down depending upon the number of weeks). Should Columbia College Chicago Online increase the flat rate for other instructors during the term of this Agreement, Unit Members will be compensated at the higher rate.

D. Unit Members will be evaluated according to the evaluation and assessment programs and procedures established by Columbia College Chicago Online regarding their Online Course teaching performance.

10. Special Assignments

A. The College may, in its discretion, make Special Assignments to Unit Members for faculty work outside of classroom instruction, such as planning committees (e.g., Manifest, Commencement, and other special or annual events) or initiatives and working groups regarding recruitment, enrollment, marketing, development and other projects of defined scope and limited duration. Unit Members who accept Special Assignments will be compensated
at a fixed stipend ranging from $500 to $1,500 for each Special Assignment. The stipend amount will be communicated to the Unit Member with the Special Assignment offer, and the Union will receive copies of Special Assignments.

B. Special Assignments may only be offered to Unit Members with course offers for the semester or session in which some or all of the Special Assignment work will be performed. Special Assignments will not be revoked due to canceled course assignments or because the Unit Member doesn’t teach in a subsequent semester or session. Exceptions to this subsection may be made by written agreement between the College and the Union.

C. Special Assignments do not include (1) committee work for which Unit representation is required under this Agreement or (2) other committees and working groups (e.g., regarding curriculum review) for which Unit representatives are (by contract or past practice) submitted by the Union.

11. Teaching-Track Faculty

A. The College agrees to cap the number of teaching-track faculty at 65 faculty members. The cap will increase to 70 teaching-track faculty members if student enrollment reaches 8,000 students during the term of the Agreement. The College will create a special category of full-time "Visiting Professor" member and may hire a Visiting Professor member exclusively to replace a vacated tenure-track or tenured faculty line for a period of up to two years while the College actively searches for a new tenure-track or tenured faculty member without the Visiting Professor hire counting against the cap. If a bona fide search for the new tenure-track or tenured faculty line fails during the two-year period, the College may extend the Visiting Faculty appointment for one additional year with the Union’s agreement, which will not be unreasonably withheld. Visiting Faculty will not carry a course load of more than three courses per semester. Notwithstanding Art. XI.3 (“interruption in classroom teaching”), a Unit Member hired as a Visiting Professor member will suffer no loss of tier or Unit status as a result of the appointment.

B. The cap only applies to teaching-track faculty (Professor of Instruction, Assistant Professor of Instruction, and Associate Professor of Instruction) and, in the circumstance noted above, Visiting Professor, but does not apply in any way to any of the College’s other full-time faculty classifications, which are limited to and will not be expanded from: tenured faculty (Full Professor and Associate Professor), tenure-track faculty (Assistant Professor), and faculty in residence (e.g., scholar in residence, emerging writer in residence, distinguished writer in residence, practitioner in residence, etc.). Further, the
College agrees to cap the number of faculty in residence at ten.

C. This provision will expire and will not continue for any reason when this Agreement expires unless the parties agree in writing to extend the term of the Agreement.

12. Full-Time Staff Teaching

A. Teaching Pursuant To Staff Job

Course assignments to satisfy the course allotments to the full-time staff employees listed in Appendix V are made pursuant to Art. VII.1.D. These individuals and their course assignments are outside the Bargaining Unit. Unless the parties first agree in writing, the College will not require or permit any other staff employees (including successors) to teach as part of their staff job nor will it increase the teaching allotments for the staff employees listed above (except, however, that the teaching allotment for the Assistant Director of Writing & Rhetoric shall continue to apply to any successor incumbents or successor positions). Administrative changes to position titles, departments, or reporting relationships will not impact the college’s right to continue to assign courses pursuant to this Appendix V. Full-time staff employees who teach pursuant to Appendix V cannot receive course assignments in addition to their Appendix V course allotments.

B. Teaching In Addition To Staff Job

i. In consideration of their full-time employment status, all other full-time staff employees who are also Unit Members are assigned courses pursuant to Art. VII.1.E.i-iv, and such staff employees are limited to one course per semester (this provision will not alter any course assignments already made to such staff for the Fall 2019 Semester); provided, however, that if no other qualified Unit Member is able to teach a course section and a full-time staff employee (who is also a Unit Member) is the only available qualified instructor, the College may assign one additional course to that full-time staff employee (notice to be provided to the Union via the regular schedule update or otherwise).

ii. Notwithstanding the above, or anything else in the Agreement, the College may assign the following courses (or their equivalent) to the incumbents of the full-time staff positions listed in Appendix VI in light of the relationship between the staff work and the course instruction (current incumbents are listed for identification purposes only)
pursuant to Art. VII.1.D (incumbent staff who are supervisors, managers, or managerial employees and who are excluded from the Bargaining Unit are marked by an asterisk). Appendix VI staff employees will not receive course assignments beyond the allotments listed in Appendix VI; however, where an Appendix VI staff employee (who is also a Unit Member) is the only available qualified instructor, the College may assign one additional course beyond the allotment.

iii. With the exception of (1) full-time staff who are current Unit Members (as of May 1, 2019), (2) Unit Members subsequently hired as full-time staff employees, (3) incumbents of the full-time staff positions specifically noted above, and (4) courses for which a full-time staff employee is the only qualified and available instructor, other full-time staff employees are not eligible to teach as part-time faculty.

ARTICLE VIII—WORKLOAD

1. Unit Members are required to teach the course(s) for which they are contracted in accordance with the requirements of the department and the College. This includes their presence at all regularly scheduled classes, preparation for and delivery of classroom instruction, participation in the College-wide assessment program, and evaluating, grading, and advising students. Copies of departmental requirements, if applicable, shall be provided with the employment contract for new part-time faculty.

2. Unit Members are expected to be available to meet with students for counseling and advising outside the classroom. The College and the Union agree on the importance of private meeting space for such conferences.

3. Subject to availability, Unit Members shall have access to normal instructional support services, including school office space, clerical assistance, and computer services. In order to further support their teaching activities at the College, Unit Members are afforded the same level of access as full-time faculty to their respective department copiers, mailboxes, and other such facilities and equipment that are designated for the general use of the department.

4. No Unit Member shall teach more than eighteen (18) credits per Academic Year and no more than twelve (12) credits per semester, regardless of department. Both the College and the Union must approve any exceptions in writing.

5. If an offered and accepted course is withdrawn prior to the start of classes, without an equivalent course replacement, the Unit Member shall be paid a course cancellation fee of $300.00. If a Unit Member receives notice of the course
cancellation less than three full weeks before the class is scheduled to start, the course cancellation fee will increase to $600.00.

6. The College may continue to utilize the expertise of Unit Members for individual, non-teaching assignments on an as-needed basis.

7. Beginning with the Fall 2019 Semester, if the College reduces the number of course credit hours without a corresponding reduction in the number of weeks the course runs, Unit Members who teach the course in the Fall and/or Spring Semester of the first Academic Year for which the change is effective will, as remedy for the impact of the change, be compensated in those two semesters only at the credit hour level in effect the previous Academic Year.

8. Unit Members will be compensated for Directed Studies the same as for a two-credit course; however, when more than four students are enrolled in the same Directed Study, with the same Unit Member instructor, the Unit Member will receive a full course rate.

9. Unit Members will be compensated $500.00 for Independent Projects.

ARTICLE IX—GRIEVANCE PROCEDURE

1. Definition

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

2. Informal Resolution

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

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

3. Formal Proceedings

A. Step 1

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

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

B. Step 2

If the grievance is not resolved at Step 1, the Grievant(s) may submit the grievance in writing to the Provost or designee within ten (10) Working Days after the receipt of the Step 1 decision. Within ten (10) Working Days of the receipt of the grievance, the Provost, or his or her designee, shall meet with the Grievant(s) and an Union Representative for the purpose of resolving the grievance. A CFAC Representative in training may also attend the step two meeting upon at least two (2) days written notice by the Grievant(s) or the Union to the Liaison; such notice must include the name of the Union Representative in training. The CFAC Representative in training may observe the proceedings but may not participate. Within ten (10) Working Days of the meeting, the Provost or his or her designee shall
render a decision in writing, with copies sent to the Grievant(s), the Union
and appropriate College personnel.

C. Step 3

If the grievance is not resolved at Step 2, only the Union may submit the

grievance to binding arbitration by submitting a written request for

arbitration to the Liaison or the Provost within thirty (30) Working Days

of the date of the Step 2 decision, otherwise the grievance will be deemed

withdrawn and the College will not have to arbitrate.

To select an arbitrator, the Union and the College shall first meet and

attempt to agree upon an arbitrator (preferably experienced with the

arbitration of grievances under college or university collective bargaining

agreements). In the event they cannot agree, then each shall submit a list

of three (3) arbitrators (preferably with experience arbitrating grievances

under college or university collective bargaining agreements), and each

side will take turns striking a until only one (1) name remains; that person

shall be the arbitrator. In the event that the chosen arbitrator cannot

serve, then the foregoing procedure will be repeated until such time as an

arbitrator is selected by agreement or by the strike process. The party

making the first strike, to be determined by a flip of a coin if necessary,

shall alternate with each subsequent arbitrator selection process fashion.

Each party shall bear its own costs and expenses associated with the

arbitration, except that the losing party shall pay the fees and costs

associated with the arbitrator. The arbitrator is limited to applying and

interpreting this Agreement and shall have no power to alter, amend,

modify or add to the terms of this Agreement. The arbitration shall be

conducted in accordance with this Article and the procedures agreed to by

the Union and the College.

4. Timeliness

Any grievance not adhering to time limits prescribed herein shall be deemed

waived, unless extended by both parties in writing. Any decision not rendered

within the prescribed time limits, unless extended by both parties in writing,

may be appealed to the next level.

ARTICLE X—DISCIPLINE PROCEDURE

1. The College may discharge, or take other appropriate disciplinary action against

a Unit Member only for just cause. Disciplinary action may be taken only for

misconduct, i.e., an alleged act, omission, or failure to act during a semester in
which the Unit Member is teaching, including summer. For purposes of this Agreement, "discharge" shall mean termination of employment or failure to rehire or renew an appointment for an upcoming semester for performance or conduct reasons, but not including any reasons covered under Article VII. Nothing herein restricts the College’s ability to remove a Unit Member from teaching (with pay) during an investigation of serious allegations.

2. Except in an emergency situation, prior to the implementation of a disciplinary action involving discharge against a Unit Member, a meeting shall be arranged with the Unit Member, an Union Representative of the Unit Member’s choosing, and the College to inform the Unit Member of the contemplated disciplinary action and the reason for it. The Unit Member shall be given an opportunity to rebut the charge.

3. Except in an emergency situation, a written statement as to the reason for the disciplinary action shall be provided to the Unit Member prior to the implementation of discipline. All available information, including the written statement, the Unit Member’s overall work record, the personnel file, and any facts discovered during the process can be considered in the grievance and arbitration process or otherwise in any review of the discipline.

4. Formal reprimands, warnings, and discharges must be documented and placed in a Unit Member’s file. A dated copy of the written notice will be sent to the Unit Member and the Union within ten (10) Working Days after it is implemented. The reprimand, warning, or discharge notice shall be presented to the affected Unit Member to verify receipt of (not agreement with) the notice and placed in the Unit Member’s file. The Unit Member will have up to twenty (20) Working Days from receipt of the document to submit a written response to the reprimand or warning. Only documented disciplinary action is grievable. Written responses, grievances, arbitration records, and/or settlements related to a reprimand, warning, or discharge shall be placed in the Unit Member’s file.

5. Within thirty-five (35) Working Days of the day the Unit Member learned that he or she would be discharged, the Unit Member may grieve this decision in writing following procedures outlined in Article IX unless the College’s action or decision is subject to internal review or appeal under the College’s policies prohibiting discrimination and harassment. If the College’s action or decision is subject to such review or appeal, then the College’s action is not subject to grievance or arbitration.

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ARTICLE XI—SALARY

1. The following schedule represents the compensation for a three (3) credit course. Compensation for courses totaling other than three (3) credits shall be prorated according to this schedule. CFAC shall be informed should the College wish to implement an exception to these rates. Any exception shall be mutually agreed upon by the parties.

2. Movement from one step to the next is achieved in the semester following the completion of the stated credits as shown on the salary schedule.

3. If there is an interruption in classroom teaching at the College for four (4) consecutive semesters or more, excluding summer sessions, credit accumulation shall return to zero (0) for determining both placement on the salary schedule and Unit Membership. This provision shall not apply for any semester for which the Unit Member has completed and submitted a TAF but the College has not granted the Unit Member a teaching assignment.

4. Credits accrued while a part-time faculty member is excluded from membership in the Unit, except those excluded by reason of a lack of time at the College, are not counted in determining Bargaining Unit Membership.

5. The College will count summer and J-term teaching toward a Unit Member’s accumulated credits for purposes of determining progress through the steps of the salary scale.

6. During the term of this Agreement, if the College provides an across-the-board wage increase to all other College employees, all Unit Members shall receive the same increase.

7. Salary Schedule:

   A. Signing Bonus

   If the Agreement is ratified by the Bargaining Unit by May 17, 2019, then all Unit Members who taught in Academic Year 2018-2019 (Fall and Spring Semesters) will receive the following one-time signing bonus, less all applicable taxes and withholdings, within 60 days from when the College receives written notice from the Union President that the Bargaining Unit has officially ratified the Agreement:
1. Up to 45 credits: $350.00  
2. 46-111 credits: $400.00  
3. 112-139 credits: $500.00  
4. 140+ credits: $550.00

B. Course Compensation

Beginning with the Fall 2019 Semester, the standard compensation rates for a three-credit course are as follows:

<table>
<thead>
<tr>
<th>CREDITS</th>
<th>Eff. Fall 2019</th>
<th>Eff. Fall 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-45</td>
<td>$4,600.00</td>
<td>$4,700.00</td>
</tr>
<tr>
<td>46-111</td>
<td>$5,000.00</td>
<td>$5,100.00</td>
</tr>
<tr>
<td>112-139</td>
<td>$5,400.00</td>
<td>$5,500.00</td>
</tr>
<tr>
<td>140+</td>
<td>$5,500.00</td>
<td>$5,600.00</td>
</tr>
</tbody>
</table>

Compensation for courses that carry fewer or more than three credits will be prorated down or up accordingly.

ARTICLE XII—BENEFITS

1. Part-time Faculty Development Funds

Unit Members are eligible for support funds, including faculty grants and various fellowships for which Unit Members and Full-time Faculty and staff may apply. The College shall allocate no less than $150,000.00 annually to grants available exclusively for Unit Members. Information about faculty grants may be found on the College’s website under the Provost page for Faculty Development Portfolio (“Awards and Grants”). Unit Member applications for support funds are otherwise governed by the College’s policies and procedures for Part-Time Faculty Development Grants, and those policies and procedures will be revised as follows:

a) The College will provide the Union with a mid-year and a year-end report regarding Unit Member grants.

b) The College will increase the individual grant limit to $2,500.00. Unit Members may request more funds, and the College and the Union may agree in writing to grants exceeding the $2,500.00 limit.

c) Unit Members are not restricted from receiving grants each year.

d) Unit Members are eligible for grants in order to attend conferences, even if
they are not presenting.

2. Illness/Personal Emergency/Professional Development

Any Unit Member may miss one (1) class per course per semester due to personal emergency (not including sick days) or to accommodate professional development, without penalty providing that advance written notice is given as soon as possible to the Department Chairperson, or his or her departmental designee, prior to the class meeting. If, in the case of personal emergency, written notice is not possible, the Unit Member should provide such notice however possible.

**Illness/Sick Time.** Unit Members are required to give notice, as soon as practicable, to the Department Chairperson or designee of any sick time that will cause them to miss a scheduled class session. Failure to give notice of absences from class periods may subject a Unit Member to disciplinary action; however, Unit Member pay will not be docked pay for missing an assigned class session. Unacceptable absenteeism, including failure to provide notice, is governed under Art. X.

Unit Members may recommend substitution where appropriate, and should submit a list of possible instructors. Only the department chair or designee may assign a qualified substitute. In all other cases, whenever possible the Unit Member should arrange appropriate alternative means of delivering content to advance the course curriculum in place of the scheduled class session and communicate with the students as far in advance as possible (and also notify the department chair or designee for informational purposes).

3. Tuition Remission

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

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

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

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

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

Registering for Classes

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

Application Process

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

Benefits and the approval of benefit requests under this Agreement are subject to all applicable Internal Revenue Service guidelines.

4. Health Clinic

Should it substantially expand the capacity of the current employee Health Clinic (e.g., by adding physicians, staff, and resources) during the term of this Agreement, the College agrees to meet with the Union midterm, without reopening this Agreement and at the Union's request, to discuss the possibility of providing Clinic access to Unit Members.

ARTICLE XIII—NO STRIKE / NO LOCKOUT

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

2. The College agrees that it shall not lock out any Unit Members during the term of this Agreement.

ARTICLE XIV—ENTIRE AGREEMENT

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

ARTICLE XV—SEVERABILITY OF CLAUSES AND DURATION

1. Any provision of this Agreement deemed illegal or invalid in part or in whole by any court or government agency of competent jurisdiction shall not invalidate the entire Agreement or any other part or portion of the Agreement. Either party can initiate a renegotiation of the invalidated provision if permissible by law.

2. The Agreement shall be binding and effective upon ratification by both parties and shall expire on August 31, 2023. It shall automatically renew from year to year, unless, at least ninety (90) calendar days prior to any expiration date, either party notifies the other in writing of its desire to terminate or renegotiate this Agreement.
ARTICLE XVI—AGREEMENT

This Agreement is entered into on May 15, 2019, by and between the College and the Union.

For the College:  

Dr. Suzanne Blum Malley  
Interim Senior Vice President & Provost  
Columbia College Chicago

For the Union:  

Diana Vallera  
CFAC President

Negotiating Team:

Dr. Azar Khosravani  
Duncan MacKenzie  
Suzanne McBride  
Laurent Pernot  
Pegeen Quinn  
Terence P. Smith

Negotiating Team:

Diana Vallera  
Robert Bloch, CFAC Council  
Andrea Dymond  
Susan VanVeen  
Prexy Nesbitt  
Reginald Wilson  
Miriam Gonzales  
Lisa Formosa-Parmigiano  
Etta Worthington  
Rosalind Cummings-Yeates  
Luis Contreras
APPENDIX I: NON-RELIGIOUS, NON-LABOR CHARITABLE ORGANIZATIONS

American Cancer Society
American Heart Association
American Lung Association
American Red Cross
Juvenile Diabetes Foundation
March of Dimes
Mercy Home for Boys and Girls
Mothers Against Drunk Driving
Multiple Sclerosis Society
Muscular Dystrophy Association
National Association for the Advancement of Colored People
National Neurofibromatosis Foundation
CFAC Scholarship Fund at Columbia College Chicago
St. Jude's Children's Hospital
United Way
APPENDIX II: TEACHING AVAILABILITY FORM

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

Name:

Phone Number:

Mailing Address:

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

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

If yes, please list the departments:

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

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

4.) Please list the courses that you are qualified for and available to teach during the upcoming semester. Note preferences if you wish (1 = highest preference). A Unit Member must use each numeric preference only once.

5.) Please list the days and hours that you ARE available to teach during the upcoming semester. Note preferences if you wish (1 = best time). Times not listed are presumed to be unavailable.

Monday: _________________  Tuesday: _________________  Wednesday:
_____________________

Thursday: _______________  Friday: _________________  Saturday:
_____________________

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6.) Please use additional space to make any comments that might be useful to the Department in assessing your skills or qualifications for any additional courses that you did not list in your response to #4 and would like to teach in the upcoming semester (e.g. further training, attainment of advanced degree, additional work experience, etc.). Please also list any such courses here and feel free to attach an updated CV and transcript.

☐ Check here to indicate interest in receiving an Annual Appointment.

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

________________________   ______________________
Signature                     Date

The TAF will be revised as agreed by the parties, when possible, to reflect times and dates that courses are expected to run.
APPENDIX III: EVALUATIONS

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

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

   B. Throughout the remainder of this Appendix III, "Chairperson" connotes Chairperson or their designee.

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

   A. Chairpersons may conduct evaluations of part-time faculty members' teaching under the oversight of the dean. Chairpersons notify faculty members in advance that they will be evaluated.

   B. Chairpersons schedule evaluations of part-time faculty teaching at least:

      i. Once before accumulating 33 credits of teaching;

      ii. Once more before accumulating 51 credits of teaching;

      iii. Once every eight to ten semesters after accumulating 51 credits of teaching. Chairpersons may make exceptions to this schedule, with the approval of their dean, to evaluate off-cycle or less frequently, with notice to the Union.

   C. Chairpersons also conduct evaluations of part-time faculty teachers after 51 credits, in compliance with the CFAC contract regarding remediation for poor teaching performance. The CFAC liaison will notify CFAC when such an evaluation is going to be conducted.

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

   Part-time faculty teaching is evaluated on: 1) compliance with the workload requirements of the collective bargaining agreement between the College and CFAC, Article VIII, Section 1; and 2) performance against College-wide criteria and discipline specific standards for good teaching. Chairpersons may add department-specific criteria. College and department criteria focus on best teaching practices and student learning outcomes.
4. **How is part-time faculty teaching evaluated?**

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

B. Academic Affairs will establish and provide required training for College evaluators. Training is required for those who will conduct evaluations, which may be conducted online or via written materials.

C. Chairpersons define department specific criteria with the oversight of their dean.

D. Chairpersons communicate current criteria to all part-time faculty in their department. Part-time faculty members have access to this information at the beginning of any semester, term, or session in which they teach.

E. Chairpersons evaluate compliance with the workload requirements of the CFAC contract based on adherence to College, school and department policies and procedures regarding matters such as class attendance and grading.

F. Chairpersons evaluate performance against the criteria for good teaching by analyzing patterns of evidence from the approved information sources listed below. Evaluators use at least three (3) of these information sources for both the initial evaluation of part-time faculty (before 33 credits) and the second evaluation (before 51 credits). Evaluators use at least two of the approved sources of information for subsequent evaluations conducted after fifty-one (51) credits of teaching have been accumulated.

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

The approved sources of information for evaluating teaching performance are:

i. Standard College-wide student evaluation of courses and teaching;

ii. Classroom observation by Chairperson or designee;

iii. Review of teaching materials specific to the faculty member - e.g., syllabi, class assignments, reading lists, quizzes or tests;

iv. Representative samples of student work;
v. Student self-assessment of success in accomplishing course learning outcomes.

The Unit Member will receive notice in advance of the evaluation semester of the sources of information to be used in evaluating their teaching performance.

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

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

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

H. Evaluatees may choose to have a peer evaluation, based on a classroom observation conducted by a trained evaluator who is a Unit Member appointed by CFAC, submitted for use as a source of information for the department evaluator. Such evaluations will be completed and returned to the Chairperson within four (4) weeks after notification to the evaluatee and no later than week 10 of the semester during which the evaluation is conducted.

I. Departments may use supplemental sources of information with the approval of the dean.

J. Chairpersons prepare a written report of the evaluation results (the "evaluation report"), following a standard College template.

K. Chairpersons or their designees will complete evaluations by week 13 of the semester during which the evaluation is conducted. Evaluatees will be notified and shall have access to review and print a copy of the evaluation report by week 13.

L. Evaluatees may respond in writing to the evaluation report. Evaluatees shall submit such responses to the Chairperson within three (3) weeks of notification of the completion of the evaluation. The Department may revise the evaluation after reviewing the Unit Member's response, and any updates will be sent to the Unit Member within ten days.
M. Academic Affairs keeps evaluation reports and evaluatees' responses, in accordance with College personnel policies and practices and relevant terms of the College's collective bargaining agreement with CFAC. Deans determine any additional school practices for maintaining evaluation records.

N. Chairpersons or their designees are strongly encouraged to meet with evaluatees to discuss their teaching performance and the evaluation results. When a Unit Member's overall rating is "Does Not Meet Expectations" then the chair (or designee), the evaluator, and the Unit Member must meet to discuss the evaluation; and, in these cases, a Unit Member may request that a CFAC representative attend the meeting.

O. Nothing in this Appendix shall be applied or construed to limit a Unit Member's Academic Freedom as provided in the Agreement.

5. Exceptions

Exceptions to this Policy are made on a case-by-case basis in the sole discretion of the College. The Provost and the CFAC president will jointly approve exceptions as to who conducts evaluations. Deans may approve exceptions as to when evaluations are conducted.
APPENDIX IV

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

Dear Diana:

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

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

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

Dr. Kwang-Wu Kim  
President  
Columbia College Chicago

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

July 28, 2013

KWK
## APPENDIX V: FULL-TIME STAFF WHO TEACH PURSUANT TO STAFF JOB

<table>
<thead>
<tr>
<th>NAME</th>
<th>STAFF POSITION</th>
<th>ALLOTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Philip Von Zweck</td>
<td>Academic Manager AAH</td>
<td>2 courses per year</td>
</tr>
<tr>
<td>Monika Jaiswal-Oliver</td>
<td>Academic Manager BUSE</td>
<td>2 courses per year</td>
</tr>
<tr>
<td>Devon Polderman</td>
<td>Academic Manager ECW</td>
<td>3 courses per year</td>
</tr>
<tr>
<td>Pamela McNeil</td>
<td>Academic Manager DANCE</td>
<td>2 courses per year</td>
</tr>
<tr>
<td>Jennie Fauls</td>
<td>Assist. Dir. Writing/Rhetoric</td>
<td>3 courses per year</td>
</tr>
<tr>
<td></td>
<td>ECW</td>
<td></td>
</tr>
<tr>
<td>Regina Wellner</td>
<td>Academic Manager LAS</td>
<td>3 courses per year</td>
</tr>
<tr>
<td>Craig Sigele</td>
<td>Academic Manager COMM</td>
<td>3 courses per year</td>
</tr>
<tr>
<td>Jessica Shelvik</td>
<td>Academic Manager MUSIC</td>
<td>2 courses per year</td>
</tr>
</tbody>
</table>
## APPENDIX VI: FULL-TIME STAFF WHO ALSO TEACH

<table>
<thead>
<tr>
<th>Staff Position / Current Incumbent</th>
<th>Courses</th>
</tr>
</thead>
</table>
| Master Printer-Shop Mgr (CBPP) / Christopher Flynn | One section per semester of the following:  
  - Printmaking I, II  
  - Print Production  
  - Topics in Studio Art I, II |
| Studio Coordinator (CBPP) / Thomas Freeman | One section per semester of the following:  
  - Printmaking I, II  
  - Print Production  
  - Topics in Studio Art I, II |
| Mgr Facility-Print Papermaking (DES) / Megan Sterling* | One section per semester of the following:  
  - Printmaking I, II  
  - Print Production  
  - Topics in Studio Art I, II |
| Coord Production Shop MPC (CTVA) / Thomas Kesling | Up to three sections (but no more than 6 credits) per semester of the following:  
  - Production Design Fabrication Basics  
  - Cinema Set Design and Construction |
| Cinema Lighting-Stage Tech (CTVA) / Anthony Santiago | Up to two sections per semester of the following:  
  - Lighting II  
  - Camera Seminar II Lab |
| Audio Facilities Coord (CTVA) / Adrian Anguiano (interim) | One section per semester of the following:  
  - Post Production Audio III |
| Coord Advanced Camera Facility (CTVA) / Cynthia Harrig | Up to two sections per semester of the following:  
  - Cinematography: Camera Seminar |
| Post Production Coord (CTVA) / Benjamin Rogerson | One section per semester of the following:  
  - Digital Imaging Technician  
  - Editing II Lab |
| Post Production Manager (CTVA) / Dennis Keeling* | Up to two sections per semester of the following:  
  - Digital Cinema Mastering  
  - The Machine Room |
| Production Audio Coordinator (CTVA) / Larry Kapson | One section per semester of the following:  
  - Adv Production Sound Applications |
| Production Mgr-Tech Director (Dance) / Kevin Rechner* | One section per semester of the following:  
  - Concert Production |
| Creative Director-Producer (MUSIC) / Joseph Cerqua | Up to two sections per semester of the following:  
  - Music Fundamentals  
  - Elements of Music Design  
  - Studio Composition I, II |
<table>
<thead>
<tr>
<th>Staff Position / Current Incumbent</th>
<th>Courses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Director (THEA) / Grant Sabin</td>
<td>Up to two sections per semester of the following:</td>
</tr>
<tr>
<td></td>
<td>• Design/Tech Practicum: Scenic</td>
</tr>
<tr>
<td></td>
<td>• Topics in Theatre Technology: Theatrical Props Design &amp; Construction</td>
</tr>
<tr>
<td></td>
<td>• Drafting for Theatre</td>
</tr>
<tr>
<td>Shop Manager-Costume Shop (THEA) / Patricia Roeder</td>
<td>Up to two sections per semester of the following:</td>
</tr>
<tr>
<td></td>
<td>• Introduction to Costume Construction</td>
</tr>
<tr>
<td></td>
<td>• Design/Tech Practicum: Costume</td>
</tr>
<tr>
<td></td>
<td>• Topics in Theatre Technology: Costume Construction II</td>
</tr>
<tr>
<td>Master Carpenter (THEA) / Kaitlyn Grissom</td>
<td>One section per semester of the following:</td>
</tr>
<tr>
<td></td>
<td>• Introduction to Scenic Construction</td>
</tr>
<tr>
<td>Shop Foreman-Costume Shop (THEA) / Tom Kieffer</td>
<td>One section per semester of the following:</td>
</tr>
<tr>
<td></td>
<td>• Introduction to Costume Construction</td>
</tr>
<tr>
<td></td>
<td>• Design/Tech Practicum: Costume</td>
</tr>
<tr>
<td></td>
<td>• Topics in Theatre Technology: Costume Construction II</td>
</tr>
</tbody>
</table>

*Denotes a non-Bargaining Unit supervisor, manager, or managerial employee.
SIDE LETTER: Course Assignments/Credits

This Letter Agreement is entered into by the Columbia Faculty Union (CFAC), formerly known as and successor to the Part-time Faculty Association of Columbia (P-fac), (herein “Union”) and Columbia College of Chicago (“College”).

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

Whereas, during the implementation of the new assignment process set forth in Article VII.1.E. (Appointment/Reappointment) of the CBA, the Working Group decided that a strict application of the words “course(s)” and “course section(s)” could lead to assignments that were inconsistent with the parties’ intent during bargaining; and

Whereas, the parties desire to clarify their intent regarding Article VII.1.E.

Now therefore, the parties hereby agree to the following principles regarding the definitions of “course(s)” and “course section(s)” in the application of Article VII.1.E:

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

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

3. Examples:

   a. Bargaining unit member U (Group A) has a course assignment with 6 credit hours and bargaining unit member V (also Group A) has a course assignment with 3 credit hours. There is only one remaining class and both are qualified and seeking the assignment. In this situation, V should receive the assignment to get her/him closer to 6 credit hours.
b. Bargaining unit member W (Group A) has one course assignment with 4 credit hours and bargaining unit member X (also Group A) has two course assignments, each with 3 credit hours (6 total). There is one remaining class with 3 credit hours, and both are qualified and seeking the assignment. In this situation, W should receive the assignment (course assignments will total 7 credit hours) to get her/him closer to the goal of 6 credit hours.

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

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

For the Union:

Diana Vallera
President, CFAC

Date: May 15, 2019

For the College:

Terence P. Smith
Special Counsel for Labor Relations

Date: May 15, 2019
SIDE LETTER: Anti-Harassment & Discrimination

This Letter Agreement is entered into by the Columbia Faculty Union (CFAC), formerly known as and successor to the Part-time Faculty Association of Columbia (P-fac), (herein “Union”) and Columbia College of Chicago (“College”).

The College and the Union agree that all complaints, claims, and/or grievances (or portions thereof) arising under and/or covered by the College’s Anti-Harassment and Discrimination Policy (“Policy”), whether asserted by a Unit Member or the Union, are governed exclusively by the policies and procedures of the Policy and are not subject to the Grievance and Arbitration provisions of Article IX. Any part of a complaint, claim, and/or grievance that concerns a provision of the 2019-2023 Collective Bargaining Agreement (and is not covered by the Policy) shall not be subject to this limitation.

This Side Letter does not limit (i) the Union’s right to raise such matters before the Labor-Management Committee, (ii) a Unit Member’s legal right to have a Union representative present at certain meetings, or (iii) the right to pursue all available remedies regarding such matters before state or federal administrative agencies and courts.

<table>
<thead>
<tr>
<th>For the Union:</th>
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<tbody>
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<td>Terence P. Smith</td>
</tr>
<tr>
<td>President, CFAC</td>
<td>Special Counsel for Labor Relations</td>
</tr>
<tr>
<td>Date: May 15, 2019</td>
<td>Date: May 15, 2019</td>
</tr>
</tbody>
</table>
SIDE LETTER: Reservation of Rights and Positions

This Letter Agreement is entered into by the Columbia Faculty Union (CFAC), formerly known as and successor to the Part-time Faculty Association of Columbia (P-fac), (herein "Union") and Columbia College of Chicago ("College").

During the course of bargaining over the 2019-2023 Collective Bargaining Agreement ("2019 CBA"), and in order to obtain a mutually agreeable labor agreement, parties proposed and withdrew the following:

1. The College withdrew the following phrase for the exclusion of Columbia College Chicago graduate students in the Recognition clause: "(including Graduate Student Instructor who teach)".

2. The College withdrew the following phrase for the exclusion of Columbia College Chicago full-time staff members: "(but including full-time staff when they teach part-time apart from any staff job requirements, pursuant to the Decision and Order of the National Labor Relations Board in Case No. 13-RC-146452)".

3. The College withdrew the following language in the Baseline Faculty Qualifications section: "The College reserves the unrestricted management right to establish, assess, and modify faculty qualifications standards. The College assesses the qualifications of new faculty and existing Unit Members for course assignments base on: academic credentials; professional and creative work, achievements, and experience; demonstrated skill and expertise in the discipline; past teaching/performance record; and other relevant factors. This assessment may be based on personal interviews, portfolios, curriculum vitae, professional resumes, official transcripts, student course evaluations, faculty performance evaluations, personnel data forms, professional websites, discussions with the candidate or Unit Member about current work/expertise, references from colleagues and other professionals in the discipline, et cetera."

4. The College withdrew the following language in the Baseline Faculty Qualifications section: "The College strives to offer a curriculum that is rigorous, explores new technologies, and effectively prepares students for a creative practice, employment, and citizenship. To maintain such a dynamic and topical curriculum, the College regularly assesses, revises, and creates new curricular content, examining all programs for continued real world relevance, rigor and quality, and clarity of learning outcomes."
5. The College withdrew language in the Annual Appointments section regarding requesting updated curricula vitae and/or official transcripts based on changes to the manner in which such Appointments are granted.

6. The College withdrew the following language in the Workload section: “Unit Members shall meet classes on time and hold class sessions for the full scheduled period, except in the event of a safety or other emergency, or otherwise with notice to the Department Chair or designee.”

7. The Union withdrew the following language in the Workload section: “Members retain all rights to artifacts of their creation unless compensated specifically for the artifact and must sign in writing a waiver with a copy sent to the Union. This does not waive the right of a unit member to use any artifact they created in any other context.”

8. The Union withdrew the following language in the Baseline Faculty Qualifications section: “The college reserves the management right to establish, assess, and modify faculty qualifications for new hires. Otherwise, it may revise qualifications due to curriculum changes and approval by the Provost.”

9. The Union withdrew the following language from Article VII: “All courses or methods of instruction by or within the College (collectively, “Unit Work”) not assigned to tenured or tenure track faculty shall be offered first to Bargaining Unit Members, except as specifically provided herein.”

10. The Union withdrew the following italicized language from Article VI: “The Department Chair in each department shall appoint at least one (1) Unit Member to serve on the department curriculum committee ("DCC"), and subcommittees thereof addressing core curriculum issues, if such a committee exists, unless no candidates are received.”

The College and the Union hereby agree that the withdrawal of the above-referenced proposals by the proposing party in no way operates to alter or extinguish any rights or obligations that the proposing party has under the 2019 CBA, or any past practice. The Union further agrees and acknowledges that the Recognition clause incorporates the NLRB ruling in Case No. 13-RC-146452, except as modified by the 2019 CBA. The College and the Union also specifically reserve their rights regarding the unit status of Graduate Student Instructors who teach.
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>x Diana Vallera</td>
<td>x Terence P. Smith</td>
</tr>
<tr>
<td>President, CFAC</td>
<td>Special Counsel for Labor Relations</td>
</tr>
</tbody>
</table>

Date: May 15, 2019

Date: May 15, 2019
SIDE LETTER: Fashion Curriculum Subcommittees

This Letter Agreement is entered into by the Columbia Faculty Union (CFAC), formerly known as and successor to the Part-time Faculty Association of Columbia (P-fac), (herein "Union") and Columbia College of Chicago ("College").

The College and the Union agree that when the Chair of the Fashion Department forms a working group or other formal committee specifically to create or research curricular proposals, the College will notify the Union and the Union may nominate Unit Members to the Chair for consideration and selection. This Letter Agreement is limited to the Fashion Department as it now exists and has no application beyond the Fashion Department as it now exists.

<table>
<thead>
<tr>
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<tbody>
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</tr>
<tr>
<td>President, CFAC</td>
<td>Special Counsel for Labor Relations</td>
</tr>
<tr>
<td>Date: May 15, 2019</td>
<td>Date: May 15, 2019</td>
</tr>
</tbody>
</table>
SIDE LETTER: Change in Course Credit Hours

This Letter Agreement is entered into by the Columbia Faculty Union (CFAC), formerly known as and successor to the Part-time Faculty Association of Columbia (P-fac), (herein “Union”) and Columbia College of Chicago (“College”).

The College and the Union agree that the Change in Course Credit Hours provision in the 2019-2023 Collective Bargaining Agreement, which provides the forward looking effects remedy when course credit hours are reduced, does not apply retroactively except as follows:

1. For course credit hour reductions (without a corresponding reduction in the number of weeks the course ran) that were effective with the Fall 2018 Semester, and in full resolution of all claims related to such reductions, the College agrees to pay Unit Members who taught those courses in the Fall 2018 and/or Spring 2019 Semesters based on the higher credit hour level that was in effect for Academic Year 2017-2018.

2. The College will pay such Unit Members the prorated difference, at the Unit Member’s then applicable pay rate; however, the total gross payment for all such impacted Unit Members combined shall not exceed $35,000.00. These payments will be issued within 60 days from when the College receives written notice from the Union President that the Bargaining Unit has officially ratified the 2019-2023 Collective Bargaining Agreement.

For the Union:

X
Diana Valleria
President, CFAC

Date: May 15, 2019

For the College:

X
Terence P. Smith
Special Counsel for Labor Relations

Date: May 15, 2019
SIDE LETTER: Full-time Staff Who Teach

This Letter Agreement is entered into by the Columbia Faculty Union (CFAC), formerly known as and successor to the Part-time Faculty Association of Columbia (P-fac), (herein “Union”) and Columbia College of Chicago (“College”).

The College and the Union agree for purposes of administering the collective bargaining agreement that any full-time staff employee who is excluded from the bargaining unit represented by the United Staff of Columbia College (USofCC) because they are supervisors or managers under the Act, or because they are excluded as managerial employees, is also excluded from the CFAC Bargaining Unit. Without creating any precedent for bargaining unit determination in any other case, the parties further agree that the following full-time staff employees are excluded from the CFAC Bargaining Unit because they (1) are supervisors or managers excluded under the Act, (2) are excluded managerial employees, or (3) have conflicts of interest with other Unit Members due to their staff job responsibilities and duties:

- Kari Sommers
- Dirk Matthews
- April Langworthy
- Frank Sparano
- Jeff Meyers
- Megan Sterling
- Dennis Keeling
- Kevin Rechner
- Philip Von Zweck
- Monika Jaiswal-Oliver
- Devon Polderman
- Pamela McNeil
- Jennie Fauls
- Regina Wellner
- Craig Sigle
- Jessica Shelvik

While the College and the Union reserve the right to correct any errors or omissions, the following full-time staff employees are Unit Members whose course assignments are governed exclusively by Article VII.11.B.i:

- James Abrams
- Jennifer Albin
• Mark Brticevich
• Daniel Camponovo
• Angela Henry
• Jane Jerardi
• Dawn Renee Jones
• Eric Koppen
• Scott Lee
• Antonio Miccolis
• Elliott Scott
• Jo-Nell Sieren
• Lauren Targ

Nothing in this Letter Agreement, however, affects the rights afforded to the full-time staff employees (or full-time staff positions) listed in Appendix V or Appendix VI, as provided under the 2019-2023 Collective Bargaining Agreement ("2019 CBA"). Nothing in this Letter Agreement affects the College’s right to assign courses to the full-time staff employees (or full-time staff positions) listed in Appendix V or Appendix VI, as provided under the 2019 CBA.

For the Union:

Diana Vallera
President, CFAC

Date: May 15, 2019

For the College:

Terence P. Smith
Special Counsel for Labor Relations

Date: May 15, 2019
SIDE LETTER: Intellectual Property

This Letter Agreement is entered into by the Columbia Faculty Union (CFAC), formerly known as and successor to the Part-time Faculty Association of Columbia (P-fac), (herein “Union”) and Columbia College of Chicago (“College”).

Whereas it is currently reviewing its policies governing intellectual property, the College will provide the Union leadership the opportunity to attend a meeting with the Provost (or designee) and the General Counsel (or designee) for the purpose of providing input regarding the intellectual property concerns of part-time faculty. The Union will also be have an opportunity to provide written input feedback.

This Side Letter does not otherwise operate as a waiver of either party's rights or positions regarding bargaining.

For the Union:  

[Signature]
Diana Vallera  
President, CFAC

Date: May 15, 2019

For the College:  

[Signature]
Terence P. Smith  
Special Counsel for Labor Relations

Date: May 15, 2019
SIDE LETTER: Appendix VII

This Letter Agreement is entered into by the Columbia Faculty Union (CFAC), formerly known as and successor to the Part-time Faculty Association of Columbia (P-fac), (herein “Union”) and Columbia College of Chicago (“College”).

At the Union’s request, the Appendix VII (listing available meeting spaces) is removed from the 2019-2023 Collective Bargaining Agreement.

For the Union:  
Diana Vallera  
President, CFAC

Date: May 15, 2019

For the College:  
Torrence P. Smith  
Special Counsel for Labor Relations

Date: May 15, 2019
SIDE LETTER: Preferences

This Letter Agreement is entered into by the Columbia Faculty Union (CFAC), formerly known as and successor to the Part-time Faculty Association of Columbia (P-fac), (herein “Union”) and Columbia College of Chicago (“College”). The Union and the College agree that the December 4, 2013 email reproduced below describes the parties’ understanding regarding giving reasonable consideration to Unit Member preferences (see Article VII.1.A):

From: Rios, Patricia
To: Allen, Sandra; Amadas, Paul; Calahrese, Barbara; Cancellaro, Joseph; Corey, Steven Hout; Cozzens, Tim; Daley, Ken; Day, Nancy; Fitzpatrick, Peter; Gorman, Diana; Imus, Susan; Meador, Clifton; Niederman, Michael; Onye, Perr; Debra, Rasin, Constantia; Ravas, Philippe; Reichert Powell, Douglas; Rozansky, Carol; Sherman, Matthew; Sheridan, Bruce; Vassilakis, Panteleimon
Cc: Bergeon, Patricia; Love, Louise; Pearson, Marilyn; Duncomb, Richard; Holdstein, Deborah; Green, John; Bargar, Robin
Subject: Clarification from Working Group on Assignment of Classes

Dear Department Deans and Chairpersons:

As you may know, Dr. Kim established a Working Group with management and P-Fac members to address implementation and interpretation issues of the new collective bargaining agreement (“CBA”) with P-fac. The group has met often and in lengthy sessions to arrive at mutually acceptable ways to administer the agreement, and find common ground on a myriad of issues. The Working Group is aware that, particularly with respect to the new course assignment system, some confusion has arisen. We hope the following provides guidance on the new way of assigning classes.

The CBA requires the College to assign classes to qualified part-time instructors in the Union’s bargaining unit through a tier system. During bargaining, the parties agreed that this is not a straight seniority system. When there are two or more qualified bargaining unit members in the appropriate tier who are available and willing to teach a course, the Department may consider a variety of factors when deciding to whom to assign the class. However, we acknowledged that that Departments should continue to give serious consideration to professional and pedagogical experience when making course assignments, and that teaching experience at Columbia is an important consideration.

The fact that we did not include each part time faculty member’s accrued course credits with the list of tiers may have led you to think that everyone in a tier is “equal.” That was not our intention. Within a tier, there will be teachers who are more qualified and experienced than others. These are factors you should continue to consider, among other factors, when making assignments. We think it is best for you to have complete information when assigning courses. Therefore, going forward we will provide you with lists of the faculty within each tier and their accumulated course hours.

Please also note that there was no intent to change the consideration of a faculty member’s preferences when making assignments, if doing so can be accomplished in accordance with the tier assignment process. Finally, assigning someone to a course he/she has stated on the availability form that he/she is not available to teach should not be considered as offering a course assignment.

Please feel free to contact a member of the Working Group if you need assistance or advice.

Kind regards,

Patricia

For the Union:

Diana Valler
President, CFAC

Date: May 15, 2019

For the College:

Terence P. Smith
Special Counsel for Labor Relations

Date: May 15, 2019
May 15, 2019

Dear Terence,

CFAC members voted (yes) to ratify our Collective Bargaining Agreement (CBA).

Diana Vallera
CFAC President
MEMORANDUM OF UNDERSTANDING
Reimbursement of Expenses, Legal Fees, and Other Costs

This Memorandum of Understanding ("MOU") is entered into by the Columbia Faculty Union (CFAC), formerly known as and successor to the Part-time Faculty Association of Columbia (P-fac), (herein "Union") and Columbia College of Chicago ("College").

On May 24, 2018, in Case Nos. 13-CB-165873, 13-CB-202023, and 13-CB-202035, the National Labor Relations Board, Division of Judges, issued a Decision and Order ("the Order") directing the Union to, among other things: reimburse the College for certain expenses and legal fees, with interest, incurred as a result of Union lawsuits regarding full-time staff who teach ("FTST"); and reimburse the College for one-half of the amounts it already paid to FTST for lost earnings and other benefits. On April 24, 2019, the Order was upheld by the National Labor Relations Board, 367 NLRB No. 119.

The College and the Union hereby agree to the following:

1. The College agrees not to seek reimbursement for its expenses and legal fees awarded by the Order; and
2. The Union agrees to pay the College the total sum of $20,000.00, in equal payments of $4,000.00 per year, beginning not later than 90 days from when the Order becomes final and enforceable, in whole or in part. Provided these payments are satisfied, the Union shall have no further obligation to reimburse the College for any portion of amounts already paid to staff employees under the College's settlement in Case No. 13-CA-165872.

Nothing herein affects the rights of any other party to Case Nos. 13-CB-165873, 13-CB-202023, or 13-CB-202035 to any recovery, remedy, or other relief from the Union. It is expressly understood that this MOU is contingent upon the parties ratifying their collective bargaining agreement. Accordingly, this MOU shall have no force or effect unless and until the 2019-2023 Collective Bargaining Agreement, tendered by the College to the Union on May 8, 2019, is ratified by the Union membership and executed by the Union.

For the Union:

[Signature]
Diana Vallera
President, CFAC
Date: May 14, 2019

For the College:

[Signature]
Terence P. Smith
Special Counsel for Labor Relations
Date: May 8, 2019