

COLLECTIVE BARGAINING AGREEMENT
between
Columbia College Chicago
and
Columbia Faculty Union

2023—2027

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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” or “CBA”).

2. Definitions

- A. The term “College” refers to Columbia College Chicago.
- B. The term “Union” refers to the Columbia 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 be rehired 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 with:

A **Budget Report** containing the following information will be provided to the Union (i) two weeks prior to the start of each Fall and Spring Semester, J-term, and Summer term and (ii) in a timely manner following the first pay period of each Fall and Spring Semester, J-term, and Summer term: *Faculty Name, Faculty Division, Department, Oasis ID, Faculty Classification, Session Year, Course Division, Course Department, Course Number, Course Title, Course Hours, Course Pay Amount, Pay Rate, Accumulated Hours and Tier Status, Dues Deduction Authorization Status (authorized or not), and Authorized Percentage for Dues Deduction.*

A **Bargaining Unit Eligibility List** containing the following information will be provided to the Union (i) two weeks prior to the start of each Fall and Spring Semester, (ii) in a timely manner following the first pay period of each Fall and Spring Semester, and (iii) by the 14th week of each Fall and Spring Semester: *Faculty Name, Department, Oasis ID, Home Address, Telephone Number, College Email Address, Faculty Classification, Staff Status (if applicable), Accumulated Hours, and Tier Status.*

A **New Adjunct List** containing the following information will be provided to the Union in a timely manner after all new hires have been processed for each Fall and Spring Semester, J-term, and Summer term: *Faculty Name, Department, Oasis ID, and Former Full-time Faculty, Former Graduate Student Instructor (GSI) or Current Staff Status (as applicable).*

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, a 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, supporting, 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), in order to improve instruction and focus on effective teaching. These instruments and procedures 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 shall post a copy of the Agreement on its website.

13. Union Representation

- A. 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. Advisory Council on Adjunct Faculty Affairs: The Advisory Council on Adjunct

Faculty Affairs (ACAFA) is composed of adjunct professors of instruction, the number and mode of selection of which is set by the President of CFAC, to serve as a conduit for input to the Provost regarding academic and faculty affairs. Once per quarter, the ACAFA meets with the Provost to receive information on planned initiatives by the Provost's office for the semester and to discuss other issues of the ACAFA's choosing. The Union may request that the Chief Financial Officer (or designee), the Chief Information Officer (or designee), and/or other College administrators attend. The ACAFA may submit official recommendations in writing at any time to the Provost. The Provost will take the recommendations from the ACAFA under advisement as they administer their duties as chief academic officer and works with other faculty and staff stakeholders across the college, and will forward written recommendations from the ACAFA to the College President and the Board of Trustees.

- C. Once per semester, the Union's steering committee will meet with the chair of the Board of Trustees and administrators of the Board chair's choosing. The Union shall set the agenda for the meeting and submit it no less than 14 days in advance of the meeting. The Board chair may add up to three topics, if desired, and inform the Union of these additional topics no less than one week prior to the meeting. The meeting shall be scheduled for a duration of two hours.
- D. A maximum of two (2) Unit Members will be paid \$4,600.00, per Unit Member, for the summer session for contract administration. Such Unit Members will provide services for the benefit of the College and the Union in administering the Collective Bargaining Agreement. 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. Learning Management System (“LMS”)

- A. The College will not grant “teacher level” access to LMS course sites beyond the following: the instructor of record for the course, the Chair of the Department in which the course is taught, and Academic Technology administrators.
- B. Chairs shall not make changes to course material posted by faculty on LMS course sites without written consent from the instructor of record.
- C. As a method of classroom observation as part of the existing performance evaluation process, Chairs (and/or their designees) may monitor live or recorded class meetings or other faculty/student interactions carried out over Zoom or similar video conference software with advance notice to and coordination with the instructor of record.
- D. Chairs shall not use the LMS to monitor faculty email communications with students. While Chairs will not use their access to LMS course sites to otherwise surveil Unit Members teaching activities or to initiate disciplinary investigations or disciplinary action, nothing in this provision precludes the College from fulfilling its legal obligation to investigate and address complaints, for example under Title IX, or reports of misconduct.

16. Process and Impact of Schedule & Class Size Changes

- A. Starting with planning for the Fall 2024 Semester, if the Provost’s Office gives a directive to academic leadership to plan a reduced schedule for an upcoming semester that could result in a decrease of sections taught by part-time faculty compared to the prior like term (e.g., Fall 2024 Semester over Fall 2023 Semester), the Provost will notify the CFAC President at least 7 days before the TAF window opens. The Provost will convene a meeting with the CFAC President (and up to two other members of the Union’s Steering Committee) and academic leadership to discuss the plans within 7 days of the notice. After such meeting, the Provost shall provide the Union with a list of the course offers made to Unit Members and the Union will have five calendar days to provide input and feedback. The Provost retains full discretion over the implementation of any changes.
- B. Based on the average number of credits the Unit Member taught in the Spring 2022 and Spring 2023 Semesters combined, Unit Members who are assigned fewer credits in the Spring 2024 Semester than their average number of credits taught in the prior two spring semesters will receive a one-time payment of \$350 per lost credit, to be determined in January 2024. Separately, Unit Members whose Fall 2023 sections were cancelled on or after August 14, 2023, will receive a one-time payment reflecting the difference between \$1,000.00 and the cancellation fee they already received for those cancelled sections. Unit Members who qualify for this payment in future semesters will receive the reduction fee, provided they have not previously received a course reduction fee in any prior semester.

- C. If a non-probationary Unit Member, who taught a total of at least 12 credits in the previous four semesters, receives no course offers for two consecutive semester after that, the Unit Member will receive a one-time payment equal to a single course fee.
- D. Class Size Committee. In recognition of the importance of having appropriate class sizes to provide quality educational instruction to students, the parties acknowledge that class size has an impact on finances and teaching and learning effectiveness. This requires attention to the skillsets and needs of admitted students in order to best ensure student success. Important factors include the level of college preparedness and support service needs of admitted students for all teaching modalities. The parties agree to create a Class Size Committee that will consist of up to four Unit Members (appointed by the Union) and up to four Provost appointees. The committee will work to ascertain whether (i) a proposed change to a registration cap (relative to the basis described below in subparagraph F, FA22 and SP23) is appropriate and (ii) human, material, or technological support is appropriate for a particular course or section. The committee may assess the following factors, and others as deemed appropriate: course design, content, spatial requirements, safety, and difficulty; special instructional needs of students and faculty; adequate technology support; adequate human and material resources; reasonable classroom seating capacity; availability of necessary equipment; fiscal responsibility; diversity, equity, and belonging goals; availability of necessary facilities, support services, and support staff; relevant research concerning class size and student performance; and college preparedness level of admitted students. The committee may invite students and disciplinary experts, including those who routinely teach the course, for consultation. Unit Members who serve on the committee will receive a stipend of \$500.00 for the Academic Year.
- E. Starting with planning for the Fall 2024 Semester, if the College proposes to change maximum registration caps in existing courses taught by Unit Members of 25% or more (relative to the basis described below in subparagraph F, FA22 and SP23), the department chair and Union will convene a meeting and will invite all part-time faculty who have taught the course within the past four semesters, and a Union-designated representative (who may be the Union's Department representative), to discuss the proposed course. Faculty will discuss necessary changes to course delivery relative to the proposed changes, and considering the factors noted above as applicable. If, at the conclusion of that department discussion, the Union (with Unit Member input) believes that concerns have not been fully addressed and the planned changes inappropriate, the Union can forward their concerns to the Class Size Committee. The committee will have fourteen (14) calendar days to render a consensus recommendation to the Provost. The Unit Member teaching the course and department chair will be invited to submit input. If no consensus is reached, the multiple recommendations will be provided to the Provost. The Provost shall retain all discretion to implement plans and incorporate recommendations from the committee, and shall report to the committee the basis for the decision that addresses the concerns raised by the committee. Further, additional students may be added to a section during registration to accommodate the needs of graduating students with approval by the department chair and (if more than 1 student) the Unit Member teaching the course, which shall not be unreasonably withheld. New courses will not

be subject to the above process unless, after a new course has run for two semesters, the Unit Member who taught the course believes there are items to discuss, in which case the course may be submitted to the above process.

- F. The College will make paid training and other resources, as available, to Unit Members who are assigned appreciably larger class sections to enhance course delivery. In addition:

Course Adjustment Fee

The baseline for the adjustment fees provided for below is the Fall 2022 Semester for any applicable fall semester situations and the Spring 2023 Semester for any applicable spring semester situations.

Based on the published maximum registration caps when student registration opens, Unit Members will receive one-time adjustment fees when teaching certain larger course sections.

First semester taught with an increase:

INCREASE	FEE
25-39%	\$400.00
40-59%	\$600.00
60%+	\$800.00

Next semester taught with an increase:

INCREASE	FEE
25-39%	\$200.00
40-59%	\$300.00
60%+	\$600.00

After the second semester taught with an increase, Unit Members no longer receive adjustment fees.

After teaching a course section increased by 25% or more for one or two semesters, Unit Members may request a meeting with their department chair to discuss their teaching experience. If significant issues remain unresolved after the meeting with the department chair, the Unit Member may refer the matter to the Class Size Committee.

Total Enrolled Student Rates

Beginning with the Spring 2025 Semester, based on census enrollment as of the add/drop deadline for students, Unit Members teaching course sections with the following total enrollments will receive the applicable extra course rate:

STUDENTS	EXTRA RATE
40-49	\$200.00
50+	\$275.00

For courses enrolled at more than 40 students following the add/drop deadline, the College shall endeavor to provide additional support and resources if available.

17. 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 during the Academic Year, upon reasonable notice from either party, unless additional meetings are agreed to by both parties.

18. 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 Union will be invited to participate by appointing up to two representatives to serve on any search committee formed to select a Director of Diversity, Equity, and Inclusion (or similar position).

- g. The College will list active Unit Members as “Adjunct Professors of Instruction” 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 give notice of and 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 \$110.00 for meetings that do not exceed two hours (\$135.00 for meetings that exceed two hours):

- Two contract-mandated department meetings in each Academic Year for all full- and part-time faculty (Art. VI.2).
- 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. President's Budget Advisory Board

The College agrees to invite three CFAC representatives to participate on the President's Budget Advisory Board, which will meet three times: once in each of the spring and fall semesters and once during the summer session. The Advisory Board will be briefed on a draft budget no later than July 31.

13. 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 58 course sections in an Academic Year and no individual GSI will receive more than one section (or, if more than one section is assigned, a total of three credits) per semester. If a department other than English & Creative Writing or Art & Art History assigns a course to a GSI, the College will notify the Union in advance of (i) the course assigned and the number of credit hours, (ii) the impacted Unit Member (if none, the College will explain), and (iii) the applicable cancellation fee. If courses are assigned to GSI in a department other than English & Creative Writing or Art & Art History, 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 cancellation 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.

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 two-hundred (200) or more credits (if a Unit Member only requests one (1) course section, they 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 two (2) course sections (with at least 6 credit hours, when possible) to Unit Members with between fifty-one (51) and one hundred ninety-nine (199) credits (if a Unit Member only requests one (1) course section, they 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. The College agrees that it will make at least 650 course section offers in the fall semester and at least 585 course section offers in the spring semester to Unit Members (not including those identified in Appendices V or VI, who are assigned according to “Full-time Staff Who Teach” above) with thirty-three (33) or more credits before making offers to the next tier group; *provided*, however, that notwithstanding the above provisions, the College will make at least 50 course section offers to any Unit Member (including those with fewer than 33 credits) so long as the Unit Member taught in either the Spring 2023 or Fall 2023 Semester. If undergraduate enrollment reaches 8,000 students or higher for at least two consecutive semesters (fall and spring), the above

guarantees are increased to 748 and 673 respectively in the next (third consecutive) semester. If undergraduate enrollment is 5,000 students or fewer in any semester, the above guarantees are reduced to 553 and 497 respectively for that semester.

- vii. 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 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 cancellation 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 cancellation 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 cancellation fee, if re-assignment is not possible. No Unit Member may be impacted under this sub-provision 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.
- viii. 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.
- ix. 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 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 the opportunity to acquire training 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 2.i above, the Unit Member may choose either option 2.ii (one year to cure) or option 2.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 provided 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 6, 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. 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. 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.

10. Teaching-Track Faculty

- A. The College agrees to cap the number of teaching-track faculty at 70 faculty members. The cap will increase to 75 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.

11. 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 \$400.00. 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 \$700.00.
6. The College may continue to utilize the expertise of Unit Members for individual, non-teaching assignments on an as-needed basis.
7. If the College reduces the number of course credit hours without a corresponding reduction in the amount of class time 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 \$750.00 for Independent Projects.
10. If Unit Members post or distribute materials that they have created, irrespective of the mode of instruction, the College and the Unit Members retain all intellectual property rights that they each may have regarding such materials. The College shall respect the intellectual property rights of the instructor of record. If, as a result of any College employee other than the instructor of record having access to an LMS course site, the intellectual property of a Unit Member is used without authorization, the College commits to work with the Unit Member and the Union to attempt to resolve the issue.

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 any 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. 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, a 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.

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. If during the term of this Agreement the College provides an across-the-board wage increase to all other College employees that will exceed the applicable percentage contract increase scheduled below, then Unit Members shall instead receive the higher increase.

7. Salary Schedule:

A. Signing Bonus

If the Agreement is ratified by the Bargaining Unit, then all Unit Members who were assigned to teach in either the Fall 2023 Semester (or, if the Unit Member was not assigned to teach in Fall 2023, assigned for Spring 2024) will receive a 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. The one-time signing bonus will be calculated as follows: eligible Unit Members will be paid \$375.00 per credit hour assigned and commenced for the Fall 2023 Semester (or, if applicable per above, assigned for the Spring Semester, to be determined in January 2024). Faculty who did not teach in Fall 2023 due to a course cancellation that occurred after August 14, 2023, will be considered to have been assigned three credits for purposes of calculating the signing bonus. In addition, applicable Dance Technique and Music courses that already include “contact hours” will have those contact hours counted for purposes of calculating the signing bonus.

B. Course Compensation

Beginning with the Fall 2023 Semester, the standard compensation rates for a three-credit course are as follows:

- 3% increase Year One
- 4% increase Year Two
- 4% increase Year Three
- 5% increase Year Four

TIER	CURRENT	9/1/2023	9/1/2024	9/1/2025	9/1/2026
0-45	4818.5	4962	5161	5367	5635
46-111	5227.5	5384	5600	5824	6115
112-139	5637.5	5807	6039	6280	6595
140-249	5740	5912	6149	6395	6714
250+		5912	6272	6523	6849

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

The parties affirm that any Unit Member teaching for the College in California is properly classified as and employed in a professional capacity under California law. This provision is included to satisfy California Labor Code section 515.7(a)(2)(C), regarding compensation pursuant to the provisions of the parties’ collective bargaining agreement.

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. In addition, Unit Members are eligible for a second grant in the same year, under the same criteria, provided funds are available and the second application is for an activity independent of the first grant. Second applications may only be submitted in the fourth grant cycle (i.e., on or after February 1 of each year).
- d) Unit Members are eligible for grants in order to attend conferences, even if they are not presenting.
- e) The Union may appoint up to two actively teaching Unit Members to serve on the College's Development Funds review committee for an annual stipend of \$500 each.
- f) To the extent possible, the College will prioritize grant requests from Unit Members who are first-ever applicants.
- g) Prior incurred expenses: Grants are awarded on a cash advance basis and, to the extent possible, applications should be submitted for activities occurring in the future. For a prior incurred expense to be eligible, the grant application must be submitted within 30 days of the date the expense was incurred.
- h) Graduate-level courses and courses towards a certificate that are relevant to the Unit Member's discipline are eligible; however, Unit Members are limited to no more than one graduate-level course in a given year and no more than two graduate-level courses total for any one Unit Member.
- i) Courses and workshops that incorporate DEI principles into teaching pedagogy in the Unit Member's discipline are eligible for grants.

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. Additional Benefits

- A. The College will provide a new health care benefit: Individual Coverage Health Reimbursement Arrangements (ICHRA) for teaching Unit Members. The College will reimburse up to \$200,000.00 per year in total qualifying claims. The ICHRA benefit will be defined based on a census of the eligible bargaining unit each year, the first of which will be conducted in the spring of 2024 with benefits effective for September 2024. The College will endeavor to inform the Union of the ICHRA benefit within 60 days of the census, but not later than June 1, 2024. The parties will meet after the first benefit year has closed to discuss utilization results in an effort to maximize utilization of the benefit within the total budgeted amount.
- B. Effective for the Fall 2024 Semester, the College will make available, at no cost to teaching Unit Members, the AON Discount Medical and Wellness Program (“Wellness Program”). To be/remain eligible for this benefit, a Unit Member must have taught at least one course within the last two semesters.

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.

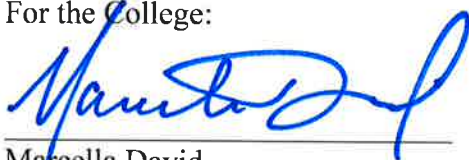
ARTICLE XV—SEVERABILITY OF CLAUSES AND DURATION

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, 2027. 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 this December 21, 2023 by and between the College and the Union.

For the College:



Marcella David
Senior Vice President & Provost
Columbia College Chicago

For the Union:



Diana Vallera
CFAC President

Negotiating Team:

Tom Dowd
C. Richard King
Duncan MacKenzie
Suzanne McBride
Laurent Pernot

Negotiating Team:

Diana Vallera
Robert Bloch, CFAC Council
Magica Bottari
Debra Doetzer
Andrea Dymond
Clara Fitzpatrick

Pegeen Quinn
Rosita Sands
Terence P. Smith
Ben Sutherland
George Thomson

Lisa Formosa-Parmigiano
Delia Pless
Debra Takehara, IFT Field Service
Director

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: _____

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.
- C. The College will endeavor to provide additional training, as possible, to evaluators regarding effective evaluation techniques and addressing bias in evaluations.

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.1

Dear Diana,

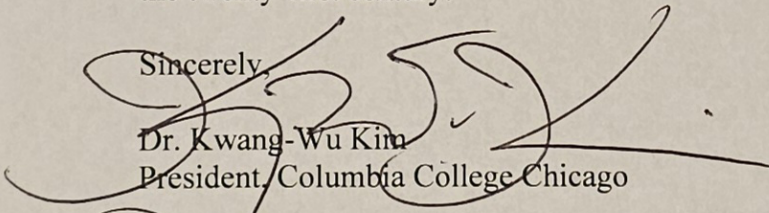
With the college and CFAC having reached an agreement on a new contract, I would like to reaffirm my commitment to working with the Union to identify ways for its representatives to participate in college-wide initiatives and committees and to contribute its perspective on matters related to college governance. We will continue to invite CFAC to serve on strategic planning committees and the president's budget advisory board, and its role in academic governance will expand through the newly formed Advisory Council on Adjunct Faculty Affairs. In addition to CFAC's semi-annual presentations to the Academic Affairs Committee of the Board of Trustees, the Union's steering committee will meet with the Board chair once per semester.

I am also committed to a one faculty approach that, while acknowledging the different teaching, scholarship, and service expectations of tenure-line, teaching track, and adjunct faculty, recognizes that all faculty have an investment in the provision of a quality curriculum for our students. I will work to sustain an inclusive campus environment that affirms the value of the entire faculty's voice on matters of curriculum and governance.

As an initial step, I will meet with CFAC leadership within 60 days to discuss the college's finances and budgetary challenges, the operation of academic affairs, and institutional diversity, equity, and inclusion goals.

I look forward to working with the Union and other internal and external stakeholders to build on the strong history of academic excellence, creative innovation, and community at the college. I remain confident that together we can chart a successful course for Columbia College Chicago in the twenty-first century.

Sincerely,


Dr. Kwang-Wu Kim
President, Columbia College Chicago

December 21, 2023

APPENDIX IV.2

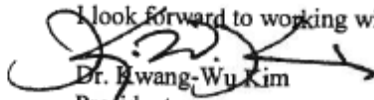
Ms. Diana Vallera
Chairperson of the P-Fac Bargaining Team
Columbia College Chicago
600 South Michigan Avenue
Chicago, IL 60605

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.

T.A. July 28, 2013

DIANA VALLERA

July 28, 2013


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

NAME	STAFF POSITION	ALLOTMENT
Philip Von Zweck	Academic Manager AAH	2 courses per year
Monika Jaiswal-Oliver	Academic Manager BUSE	2 courses per year
Devon Polderman	Academic Manager ECW	3 courses per year
Pamela McNeil	Academic Manager DANCE	2 courses per year
Jennie Fauls	Assist. Dir. Writing/Rhetoric ECW	3 courses per year
Regina Wellner	Academic Manager LAS	3 courses per year
Craig Sigele	Academic Manager COMM	3 courses per year

APPENDIX VI: FULL-TIME STAFF WHO ALSO TEACH

Staff Position / Current Incumbent	Courses
Master Printer-Shop Mgr (CBPP) / Christopher Flynn	One section per semester of the following: <ul style="list-style-type: none"> • Printmaking I, II • Print Production • Topics in Studio Art I, II
Studio Coordinator (CBPP) / Thomas Freeman	One section per semester of the following: <ul style="list-style-type: none"> • Printmaking I, II • Print Production • Topics in Studio Art I, II
Director of Student Activities / Shannon Bourne*	One section per semester of the following: <ul style="list-style-type: none"> • Events Management: Practicum •
Coord Production Shop MPC (CTVA) / Thomas Kesling	Up to three sections (but no more than 6 credits) per semester of the following: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • Lighting II • Camera Seminar II Lab
Audio Facilities Coord (CTVA) / Adrian Anguiano (interim)	One section per semester of the following: <ul style="list-style-type: none"> • Post Production Audio III
Coord Advanced Camera Facility (CTVA) / Cynthia Harrig	Up to two sections per semester of the following: <ul style="list-style-type: none"> • Cinematography: Camera Seminar
Post Production Coord (CTVA) / Benjamin Rogerson	One section per semester of the following: <ul style="list-style-type: none"> • Digital Imaging Technician • Editing II Lab
Post Production Manager (CTVA) / Dennis Keeling*	Up to two sections per semester of the following: <ul style="list-style-type: none"> • Digital Cinema Mastering • The Machine Room
Production Audio Coordinator (CTVA) / Larry Kapson	One section per semester of the following: <ul style="list-style-type: none"> • Adv Production Sound Applications
Production Mgr-Tech Director (Dance) / Kevin Rechner*	One section per semester of the following: <ul style="list-style-type: none"> • Concert Production

Staff Position / Current Incumbent	Courses
Creative Director-Producer (MUSIC) / Joseph Cerqua	Up to two sections per semester of the following: <ul style="list-style-type: none"> • Music Fundamentals • Elements of Music Design • Studio Composition I, II
Technical Director (THEA) / Grant Sabin	Up to two sections per semester of the following: <ul style="list-style-type: none"> • Design/Tech Practicum: Scenic • Topics in Theatre Technology: Theatrical Props Design & Construction • Drafting for Theatre
Shop Manager-Costume Shop (THEA) / Patricia Roeder	Up to two sections per semester of the following: <ul style="list-style-type: none"> • Introduction to Costume Construction • Design/Tech Practicum: Costume • Topics in Theatre Technology: Costume Construction II
Master Carpenter (THEA) / (open)	One section per semester of the following: <ul style="list-style-type: none"> • Introduction to Scenic Construction
Shop Foreman-Costume Shop (THEA) / Tom Kieffer	One section per semester of the following: <ul style="list-style-type: none"> • Introduction to Costume Construction • Design/Tech Practicum: Costume • Topics in Theatre Technology: Costume Construction II

*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) 51-199 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.1.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 (tier A) has a course assignment with 6 credit hours and bargaining unit member V (also tier 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 (tier A) has one course assignment with 4 credit hours and bargaining unit member X (also tier 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 (tier A) has two course assignments totaling 5 credit hours and bargaining unit member Z (tier 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:

x 

Diana Vallera
President, CFAC

Date: 12/24/23

For the College:

x 

Terence P. Smith
Special Counsel for Labor Relations

Date: 12/21/23

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 [<mailto:prios@colum.edu>]
Sent: Wednesday, December 04, 2013 10:49 AM
To: Allen, Sandra; Amandes, Paul; Calabrese, Barbara; Cancellaro, Joseph; Corey, Steven Hunt; Cozzens, Tim; Daley, Ken; Day, Nancy; Fitzpatrick, Peter; Gorman, Diana; Imus, Susan; Meador, Clifton; Niederman, Michael; Ozuzu, Onye; Parr, Debra; Rasinariu, Constantin; Ravanis, Philippe; Reichert Powell, Douglas; Rozansky, Carol; Shenoda, Matthew; Sheridan, Bruce; Vassilakis, Panteleimon
Cc: Bergeson, Patricia; Love, Louise; Pearson, Marilyn; Dunscomb, 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:


x _____

Diana Vallera
President, CFAC

Date: 12/24/23

For the College:


x _____

Terence P. Smith
Special Counsel for Labor Relations

Date: 12/21/23


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.

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

For the Union:

x 

Diana Vallera
President, CFAC

Date: 12/24/23

For the College:

x 

Terence P. Smith
Special Counsel for Labor Relations

Date: 12/21/23

SIDE LETTER: Spring 2024 Course Section Restoration

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 has restored at least 50 courses and/or course sections that ran in the Spring 2023 Semester but were not offered (or initially offered) in the Spring 2024 Semester, and have confirmed this information to the Union to its satisfaction, including the following restored courses:

- LITR 110: Intro to Poetry
- LITR 120: Intro to Creative Nonfiction
- LITR 160: Intro to Drama
- DSGN 112: Ceramics
- DSGN 113: Jewelry and Objects
- DANC 110: Ballet for Non-Majors
- THEA 113: Feldenkrais
- THEA 302: Physical Approaches
- COMM 203: Social Media Strategy
- PURE 210: Presentation Skills
- CINE 240A: Cinema and Global Media Culture
- CINE 261: Intro to Producing the Commercial
- CINE 310 Cinema Models and Miniatures
- TELE 335: Web Series Producer
- JAPN 101: Japanese
- POLS 212: Politics of Poverty in Asia, Africa, and Latin America
- BUSE 647: Fundraising
- THEA 133B: Makeup Techniques

Once the Agreement is ratified, the College will (if it hasn't already) restore the above courses and communicate their availability to registering students.

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

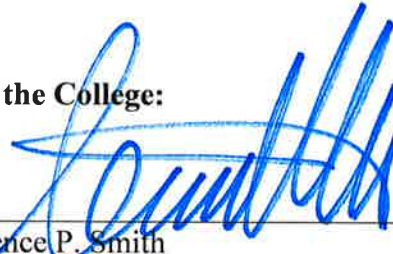
For the Union:



x
Diana Vallerà
President, CFAC

Date: 12/24/23

For the College:



x
Terence P. Smith
Special Counsel for Labor Relations

Date: 12/21/23

SIDE LETTER: Harassment & Discrimination Claims

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 hereby agrees 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 these Grievance and Arbitration provisions. Any part of a complaint, claim, and/or grievance that concerns a provision of this Agreement (and is not covered by the Policy) shall not be subject to this limitation. This provision does not otherwise 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.

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

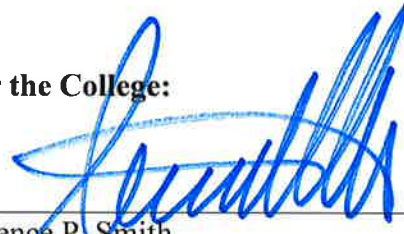
For the Union:



x _____
Diana Vallera
President, CFAC

Date: 12/24/23

For the College:



x _____
Terence P. Smith
Special Counsel for Labor Relations

Date: 12/21/23

SIDE LETTER: Return to Work

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, the Union has ended its strike, which commenced on October 30, 2023, the parties agree to the following terms for striking Unit Members returning to work:

1. Unit Members who struck will regain the access to premises they enjoyed prior to the strike, and appropriate access to the Learning Management System as hired to teach in future terms and/or semesters.
2. Unit Members who struck will retain the assignment and pay tier status they had earned prior to the start of the Fall 2023 Semester, and Unit Members who commenced a class in Fall 2023 prior to the strike but did not complete the semester will earn half credit for their total classes commenced but not completed, rounded up to the nearest whole number.
3. The College will honor all course offers made to and accepted by Unit Members who struck for the upcoming J-term and Spring 2024 Semester (subject to regular cancellation/re-assignment factors).
4. The College will not retaliate against any Unit Member for having struck.

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

For the Union:

x 

Diana Vallera
President, CFAC

Date: 12/24/23

For the College:

x 

Terence P. Smith
Special Counsel for Labor Relations

Date: 12/21/23