

*2023-2024 Successor Contract
Negotiations
IECC Board of Trustees and IECCEA*

**IECC Package Compensation Proposals and Counter Proposals
submitted via email on 11-18-24**

Responding to IECCEA’s:

- **7-12-24 Economic Counter-Proposals**
- **10-25-24 Outside Employment Concept**
- **11-5-24 Overload and Academic Rank Counter-Proposals**

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ILLINOIS EASTERN COMMUNITY COLLEGES
COMPENSATION COUNTERPROPOSAL 11/18/24
responsive to IECCEA Counterproposals made 7/12/2024, 10/25/24 and 11/5/24

The Board team presents this counterproposal responsive to the IECCEA offers presented on 7/12/2024, 10/25/24, and 11/5/24. The following counterproposals are intended to be accepted or rejected as a total package. Individual components of this package cannot be accepted by themselves. If the package is rejected, IECC reserves the right to offer different counterproposals in response to each one of the sections addressed below.

IECC offers this package in the spirit of expediting negotiations and resolving multiple issues simultaneously.

A more thorough accounting of the IECC package offer and rationale for said offer can be found beginning on page 5. Below is a quick reference to the essential package components:

- **Section 2.3 (Outside Employment).** The Board Team is willing to explore the Association's change-of-position, wherein the Association now has dropped its insistence on the complete deletion of Section 2.3. Instead, the Association now simply wants to modify Section 2.3 to require advance notice of a faculty member's outside employment and the enumeration of criteria for rejecting an outside employment request. Consistent with the Association's expressed interest in retaining Section 2.3, the Board has included as part of this package several modifications to Section 2.3 that are intended to track the concepts that the Association expressed on October 25, 2024.
- **Section 2.13 (Faculty Rank).** The Board Team accepts the Association's 7/12/24 proposal.
- **Section 9.3 (Overload).** The Board Team accepts the Association's 11/5/24 proposal as part of this package, except for the sentence that places limitations on how much IECC can pay non-bargaining unit faculty (which is a permissive subject of bargaining):
 - A single overload rate for all bargaining unit members.
 - \$650 per equated hour for Fall 2023-Spring 2024
 - \$725 per equated hour for Fall 2024-Spring 2025
 - \$800 per equated hour for Fall 2025-Spring 2026

- Individualized Applied Music rates as follows:

Rate Per Student Per Credit Hour	Effective Date
\$180	Fall 2023
\$190	Fall 2024
\$200	Fall 2025

- **Section 9.4 (Summer School) The Board Team rejects the Association's offer and proposes:**

- A single summer school rate for all bargaining unit members.
- Bargaining unit members who taught in Summer 2024 and who are still employed at the time the contract is ratified will receive a retroactive payment for the difference between the rate paid for their summer school and \$800.
- \$875 per equated hour taught in Summer 2025 and Summer 2026.

- **Section 9.9.1 (Base Pay) The Board Team rejects the Association's offer and proposes:**

- 4.25% increase to base pay for AY 23/24
- 5% increase to base pay for AY 24/25
- 5% increase to base pay for AY 25/26

- **Section 9.9.2 (Movement Between Education Levels) The Board Team rejects the Association's offer and proposes a return to the *status quo* contract language.**

- **Section 9.9.5 (Initial Placement) The Board Team rejects the Association's offer and proposes:**

- Initial placement of faculty will be made in accordance with the hiring range(s) presented in Appendix A.
- If a new hire is placed at an annual salary above an existing bargaining unit employee(s) with the same years of experience and education level due to labor market demand, the base salary of existing members will be adjusted to the same rate as the new hire.

- **Section 9.9.6 (Waiver of Requirements)** The Board Team accepts the Association's offer to remove this section from the faculty agreement.
- **Section 9.12 (Salary Increase for Faculty Rank)** The Board Team rejects the Association's proposal to add this new section to the faculty agreement.
- **Section 9.13 (Stipend and Release Time for Extracurricular/Non-Instructional Duties)** The Board Team accepts the Association's offer and recommends adding this section to the faculty agreement as newly created Section 9.12.
- **As part of this package, IECC proposes that the parties withdraw any and all other outstanding non-TA'ed proposals that they may have made during these successor contract negotiations, except for their proposals regarding Sections 9.9.4, Hybrid-Hyflex, 12.0, 12.1, 12.2, 12.2.2, and 13.0 of the CBA.**
- **All TA-ed provisions will be added to the parties' contract.**

The Board team presents this counter proposal response to the IECCEA offers presented on 7/12/2024, 10/25/24 and 11/5/24. The following counter proposals are intended to be accepted or rejected as a total package. Individual components of this package cannot be accepted by themselves. If the package is rejected, IECC reserves the right to offer different counter proposals in response to each one of the sections addressed below.

IECC offers this package in the spirit of expediting negotiations and resolving multiple issues simultaneously.

**IECCEA's Original Proposal from June 2023 Was to Entirely Delete Section 2.3
~~Section 2.3 Outside Employment.~~**

~~A full-time faculty member shall not, during the academic year, be employed for remuneration by employers other than the District, except with the approval of the Chief Executive Officer and the Board. Anyone who wants approval must make written application to the Board through the Chief Executive Officer on the standard form entitled "Request for Approval of Proposed Non-College Employment." It may be granted only when it appears that such activity will not interfere with the performance of District duties or impair the usefulness of the faculty member. Activities will be reported at the end of the year on the standard form entitled "Report of Non-College Employment Performed".~~

Rationale: The Board does not have the legal authority to dictate what a faculty member does in their own time. This is a conditional waiver that the Association no longer agrees to accept. The Association rejects the Board counterproposal. This counterproposal goes beyond the scope of the language, the proposal and matter regarding "outside employment". In fact, the BOT's counter indicates that approval will not be given, it stipulates the Chancellor will only consider the member's request. The Board does not have the legal authority to restrict, prohibit nor direct faculty during their personal time including but not limited to working for another college employer or non-college employer outside of their employment with IECC. The counter further expands its scope into evaluating or assessing employees outside of the evaluative process using "the primary" or essential faculty job duties or otherwise instead of District duties which are inherently different. To define or indicate specific job duties as essential ("primary") functions to perform the job involves an agreement between the parties (BOT and Association) concerning as to what essential duties the job entails and it is to be bargained. Job duties, assessing or evaluating members (evaluation) are members' terms and conditions of employment, which are mandatory subjects. District job duties versus a member's specific job duties are vitally different. Members have defined work hours, workdays and work year per the contract and Illinois School Code 110 ILCS 805/3-16. This is not a condition of employment, nor does it align with Illinois statutes. We no longer agree to this provision which diminishes our rights and benefits afforded by the contract, the ILERA or state and federal laws.

At the November 3, 2023, bargaining session, the Association specifically requested the legal reference permitting the District to do so. To date, none has been provided for this language.

This is a non-negotiable item and the District cannot compel, require nor mandate these terms.

9/5/24 -- IECC Response: The Board Team accepts the Association proposal to eliminate Section 2.3 (Outside Employment) from the faculty agreement. The Board Team, however, disagrees with the Association statement that its members already have defined work hours, workdays and work year per the contract and Illinois School Code 110 ILCS 805/3-16. As a result of the Association's unwillingness to negotiate minor language changes to Section 2.3 (Outside Employment), which safeguarded the District from potential loss of intellectual property rights and potential conflicts of interest in assigning the academic schedule, IECC reserves its right to bargain over working terms and conditions, including but not limited to the definition of work days and work hours of bargaining unit employees. This is a mandatory subject of bargaining.

10/25/24 – IECCEA proposed to retain Section 2.3 with modifications, including advance notice of a faculty member's plan to engage in outside employment and limitations on IECC's right to reject a faculty member's request for outside employment.

11/5/24 – IECC's Response: IECC is willing to explore the Association's willingness to retain Section 2.3 with modifications. Below are IECCs' proposed modifications to Section 2.3, which are intended to address the Association's interest in an advance notice period coupled with limitations on the reasons why the IECC Board could reject an outside employment request.

Section 2.3. Outside Employment. A full-time faculty member who wishes to engage in secondary employment or self-employment will provide the Board with at least twenty-one (21) calendar days advance notice before the start date. The notice will provide the District with the name and description of the employer, along with the anticipated hours and type of work that will be performed. The secondary employment and self-employment cannot create a conflict of interest with the District, harm the District's reputation, infringe on the District's intellectual property rights, and/or impact the faculty member's ability to perform his/her duties.

7/12/24 – IECCEA Proposal Regarding Section 2.13 Faculty Rank.

Section 2.13 Academic Faculty Rank.

The Association rejects the Board proposal. The Association counter-proposes the following language to align with the Illinois School Code of IL Community College Public Act and the negotiated provisions and IECC system for Faculty Academic Rank and its respective terms and provisions.

Determination of faculty rank is based on continued education, experience, longevity, and review which shall include objective evidence of excellence in the delivery of instruction; service to the college and/or District and the profession; and service to the community.

Placement is as follows:

Rank	Eligibility
Instructor	All bargaining-unit faculty members initial placement unless otherwise determined at hire*.
Assistant Professor	Faculty receive this rank upon being awarded tenure, having completed 5 3 continuous years at IECC full-time teaching, and have an earned Bachelor’s degree or the equivalent educational level as defined in Section 9.9.3.
Associate Professor	Faculty are eligible for this rank if they are tenured, have completed 10 6 continuous years at IECC full-time teaching, have an earned Bachelor’s degree and 57.6 C.E.U.’s** or earned Master’s degree or the equivalent educational level as defined in Section 9.9.3. Faculty must apply for this rank and pass review of the Faculty Rank Committee***.
Professor	Faculty are eligible for this rank if they are tenured, have completed 15 12 continuous years at IECC full-time teaching, have an earned either: <ul style="list-style-type: none"> a.) The equivalent educational level to a Master’s degree plus 18 graduate hours, as defined by Section 9.9.3 or b.) A Bachelor’s degree and an additional 28.8 C.E.U.’s** beyond the 57.6 required for the rank of Associate Professor, or c.) A Master’s degree plus 18 graduate hours in a single academic discipline. <p>Faculty must apply for this rank and pass review of the Faculty Rank Committee***. <i>On the effective date of this contract, any full-time faculty member who has been a full-time faculty member prior to September 1, 2002, will not have to satisfy 18 graduate hours in a single academic discipline beyond a Master’s degree to be eligible for this rank if they are tenured,</i></p>

	<i>have completed 15 continuous years at IECC full-time teaching and have an earned Master's degree. Any full-time faculty member who became a full-time faculty member after September 1, 2002, must have 18 graduate hours in a single academic discipline beyond their Master's degree.</i>
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Faculty members who want to apply for the rank of Associate Professor or Professor must submit their application to the Director of Human Resources, either in writing or electronically, by mid-term of the Spring semester.

A faculty member's ranking will be determined 60 days after the last instructional day in May each academic year.

*The Administration may confer a rank during initial hiring that recognizes prior higher education, teaching experience and previous rank held at other respective institutions.

**All C.E.U. requests intended for use in the academic rank process, regardless of when they were earned, must be pre-approved through the Dean of Instruction and the District Human Resources Department. C.E.U.'s submitted for promotion in faculty rank must be within the faculty member's discipline or related to teaching and learning in higher education. C.E.U.'s (or appropriate academic courses) offered through IECC will be made available to bargaining unit faculty with a full waiver of tuition and fees.

***A committee on rank will be established to consider applications for promotion to the rank of Associate Professor and Professor. The Faculty Rank Committee shall consist of 2 Presidents, 2 Deans of Instruction, and the Director of Human Resources, as appointed by the Chancellor, and four Faculty Members, as appointed by the Association President, **and the Association President or his designee**. The committee shall pass an applicant for higher rank based on a simple majority vote. The Faculty Rank Committee shall meet during the spring semester and the summer session to consider applications. The decision of the committee is final.

~~The Academic Rank of Instructor and Assistant Professor will be effective with the ratification of the Faculty Agreement. If awarded, the Academic Ranks of Associate Professor and Professor will be effective following the Summer 2022 review by the Academic Rank Committee. Any faculty member awarded the rank of Associate Professor or Professor during the Summer 2022 review will receive the Associate Professor/Professor Summer Rate pay in a retroactive payment for Summer 2022.~~

Rationale: Faculty rank should be open to both transfer and CTE faculty members. Since a mechanism is already in place that equates CEU's to educational levels (Section 9.9.3), it can be utilized for faculty rank as well. We, the faculty, have heard repeatedly that the BOT wants there to be more shared governance. Thus, an equal number of faculty members and administrators on the faculty rank committee is consistent with that.

9/5/24 -- IECC Response: The Board Team accepts the Association's proposal and sees the Faculty Rank process as evidence that both administration and

bargaining unit members can collaborate to evaluate and guide the performance and professional development of faculty. The Board Team would have preferred a model in which there were four voting members from administration and four voting members from faculty members with the Executive Director of Human Resources voting only to break a tie.

7/12/24 – IECCEA Proposal Regarding Section 9.3 Overload.

The Association rejects the Board counter. The Association counter-proposes the following:

<u>Rank</u>	<u>Rate</u>	<u>Effective Date</u>
Instructor/Assist Prof	\$650 per equated semester hour	Fall 2023 – Spring 2024
Assoc Prof/Prof	\$700 per equated semester hour	Fall 2023 – Spring 2024
Instructor/Assist Prof	\$725 per equated semester hour	Fall 2024 – Spring 2025
Assoc Prof/Prof	\$775 per equated semester hour	Fall 2024 – Spring 2025
Instructor/Assist Prof	\$800 per equated semester hour	Fall 2025 – Spring 2026
Assoc Prof/Professor	\$850 per equated semester hour	Fall 2025 – Spring 2026

The Association proposes the rate for individualized applied music shall be:

<u>Rate Per Student Per Credit Hour</u>	<u>Effective Date</u>
\$185	Fall 2023
\$195	Fall 2024
\$205	Fall 2025

The part-time teaching rate for adjunct faculty will not exceed the overload rate for full-time faculty.

~~The parties acknowledge that the Board may pay any or all part-time faculty a part-time teaching rate, which may be greater or less than the overload rate for full-time faculty.~~

Rationale: IECC has the lowest overload rate in the state of Illinois. Even with the proposed increases, IECC will still be in last place. Based on the ICCB salary report for FY23, the proposed overload rates for 2025-2026 would remain among the lowest in the state when compared to the numbers on the salary report. Offering a higher overload rate to an adjunct is contrary to IECC Board Accounting Procedures. In accordance to IECC Business Procedures, Accounting Services, Procedure – Employee Benefits, seasonal or variable hour employee – adjunct “college” faculty are employees who work as needed...whose conditions of employment involve a different method of measurement for benefits and compensation which is less than fulltime faculty.

In review of the recently requested information, it appears that administration is reducing the number of offerings, increasing the rate is less of an economic burden than in prior years.

9/5/24 -- IECC Response. IECC rejects the Association’s offer and proposes the following as part of this package:

<u>Rate</u>	<u>Effective Date</u>
\$665 per equated semester hour	Fall 2023 – Spring 2024
\$715 per equated semester hour	Fall 2024 – Spring 2025
\$775 per equated semester hour	Fall 2025 – Spring 2026

Individualized Applied Music rates as follows:

<u>Rate Per Student Per Credit Hour</u>	<u>Effective Date</u>
<u>\$180</u>	Fall 2023
<u>\$190</u>	Fall 2024
<u>\$200</u>	Fall 2025

The parties acknowledge that the Board may pay any or all part-time faculty a part-time teaching rate, which may be greater or less than the overload rate for full-time faculty.

IECC Rationale: As a part of this package, IECC proposes using a single overload pay rate for all bargaining unit members with that amount increasing each year of the contract. Our offer represents a 30% increase to overload pay rates for Instructors and Assistant Professors, and a 28% increase for Associate and Full Professors. By the end of this contract, IECC's rate of \$775 will be significantly closer to the rate being offered by our regional peers. IECC proposes movement in this direction for three reasons:

- The tiered approach (different pay rates for instructors, assistants, associates, and full-professors) adds a layer of complexity for both schedule builders and human resources in building paysheets and running payroll.
- IECC is concerned that maintaining the current tiered approach to overload pay might someday in the future create a scenario where overload will be skewed towards junior faculty due to budgetary pressures. This would be harmful to both Junior and Senior faculty. Junior faculty should be focused on earning tenure and moving upward in academic rank. Unreasonable levels of overload for junior faculty are counter to their overall development and longevity with the profession/organization.
- IECC believes that, taken as a whole, current levels of full-time faculty overload are not sustainable given enrollment trends and our overall operating environment. As IECC seeks to build equitable and efficient academic schedules during a period of declining enrollment, we understand that there will be fewer opportunities for faculty to earn overload and we are offering these historic increases accordingly.

11/5/24 – IECCEA Counter-Proposal.

The Association rejects the Board counter. The Association counter-proposes the following:

Article IX. Compensation, Section 9.3 Overload

Section 9.3 Overload. Full-time faculty members who teach more than fifteen (15) equated semester hours during an academic semester shall be paid an overload pay rate as follows:

<u>Overload Rate for Faculty</u>	<u>Effective Date</u>
\$650 per equated semester hour	Fall 2023 – Spring 2024
\$725 per equated semester hour	Fall 2024 – Spring 2025
\$800 per equated semester hour	Fall 2025 – Spring 2026

The Overload pay rate formula is Load hours (over 15) X Overload Rate = Overload Pay

...

The rate for teaching individualized applied music shall be the following:

<u>Rate Per Student Per Credit Hour</u>	<u>Effective Date</u>
\$180	Fall 2023
\$190	Fall 2024
\$200	Fall 2025

Individual Applied Music Pay

Individual Applied Music Rate X Number of Students X Credit Hours = Load

The part-time teaching rate for adjunct faculty will not exceed the negotiated overload rate paid for full-time faculty. The parties acknowledge that the Board may pay any or all part-time faculty a part-time teaching rate, which may be greater or less than the overload rate for full-time faculty.

Rationale:

IECC has the lowest overload rate in the state of Illinois. Even with the proposed increases, IECC will still be in close to the bottom. Based on the ICCB salary report for FY23, the proposed overload rates for 2025-2026 would remain among the lowest in the state when compared to the numbers on the salary report.

IECC mission and stance on professional development stakes in life-long learning of students and its faculty not only through advance educational levels and experience but also in promotion through the mastery of instruction of professional rank (i.e., Instructor, Assistant Professor, Associate Professor, Professor).

It is the Association's position that adjuncts are to be paid the same negotiated rate for performing our covered work per our Agreement and to be consistent in pay equity of faculty. Offering a higher overload rate to an adjunct is contrary to IECC Board Accounting Procedures. In accordance to IECC Business Procedures, Accounting Services, Procedure – Employee Benefits, seasonal or variable hour employee – adjunct "college" faculty are employees who work as needed...whose conditions of employment involve a different method of measurement for benefits and compensation which is less than fulltime faculty and should not be paid more than fulltime faculty for the same work performed.

11/18/24 -- IECC Response & Rationale. IECC accepts most of the Association's 11/5/24 counter-offer with the exception of the proposed replacement of the last sentence with a limitation on how much IECC can pay non-bargaining unit adjunct faculty. Proposals that seek to regulate the wages, hours and terms and conditions of non-unit employees are permissive subjects of bargaining. See, e.g., *Allied Chemical & Alkali Workers Local 1 v. Pittsburgh Plate & Glass Co.*, 404 U.S. 157 (1971) (union had no right to bargain over retiree health and pension benefits for already retired, non-unit individuals); *City of Litchfield*, 36 PERI ¶ 22 (IL LRB-SP Gen. Coun. 2019) (union's proposal to bargain over non-unit employee pay and benefits was a permissive subject of bargaining); *Int'l Bhd. of Electrical Workers, Local 1049*, 244 N.L.R.B. 124, 128 (1979) ("[A]n employer has no statutory obligation to discuss wages, hours, and terms and conditions of employment relating to employees other than those employed within a recognized or certified bargaining unit"). As a result, IECC accepts the Union's 11/5/24 proposal, except IECC proposes the retention of the last sentence of this Section, as has been included in the parties' prior contracts:

Article IX. Compensation, Section 9.3 Overload

Section 9.3 Overload. Full-time faculty members who teach more than fifteen (15) equated semester hours during an academic semester shall be paid an overload pay rate as follows:

<u>Overload Rate for Faculty</u>	<u>Effective Date</u>
\$650 per equated semester hour	Fall 2023 – Spring 2024
\$725 per equated semester hour	Fall 2024 – Spring 2025
\$800 per equated semester hour	Fall 2025 – Spring 2026

The Overload pay rate formula is Load hours (over 15) X Overload Rate = Overload Pay

...

The rate for teaching individualized applied music shall be the following:

<u>Rate Per Student Per Credit Hour</u>	<u>Effective Date</u>
\$180	Fall 2023
\$190	Fall 2024
\$200	Fall 2025

Individual Applied Music Pay

Individual Applied Music Rate X Number of Students X Credit Hours = Load

The parties acknowledge that the Board may pay any or all part-time faculty a part-time teaching rate, which may be greater or less than the overload rate for full-time faculty.

7/12/24 – IECCEA Proposal Regarding Section 9.4 Summer School.

Section 9.4 Summer School.

The Association rejects the Board counter. The Association counter-proposes the following:

Rank	Rate	Effective Date
Instructor/Assist Prof	\$780 per equated semester hour	Summer 2024
Assoc Prof/Prof	\$800 per equated semester hour	Summer 2024
Instructor/Assist Prof	\$825 per equated semester hour	Summer 2025
Assoc Prof/Prof	\$875 per equated semester hour	Summer 2025
Instructor/Assist Prof	\$900 per equated semester hour	Summer 2026
Assoc Prof/Prof	\$950 per equated semester hour	Summer 2026

The part-time teaching rate for adjunct faculty will not exceed the summer rate for full-time faculty.

Rationale: IECC has the lowest summer rate in the state of Illinois. Even with the proposed increases, IECC will still be in last place. Based on the ICCB salary report for FY23, the proposed summer rates for 2025-2026 would remain among the lowest in the state when compared to the numbers on the salary report. Offering a higher summer rate to an adjunct is an insult to the full-time faculty members who have dedicated themselves to IECC.

The course offerings for Summer 2024 and Fall 2024 have decreased by 40% and 30% respectfully. Therefore, the economic impact to the District for a significant increase in the overload and summer rate will be minimal.

Were the overload/summer rate based on the faculty member’s base salary and paid at a per-credit-hour rate, it would be, on average, \$2125 per equated semester hour.

9/5/24 -- IECC Response: IECC rejects the Association’s offer and proposes the following as part of this package:

Full-time faculty who teach in the summer shall be paid a summer school rate as follows:

Rate	Effective Date
\$800 per equated semester hour	Summer 2024*
\$875 per equated semester hour	Summer 2025 & 2026

One-half of summer pay for the summer semester will be paid at mid-term and one-half of the summer pay will be paid at the end of the term. Full-time faculty employees will receive payment for summer upon receipt of pay sheets in accordance with the following schedule: A.) ½ summer semester paid on the regularly scheduled pay date nearest to midterm. B.) ½ summer semester paid on the regularly scheduled pay date nearest to end of term.

*Bargaining unit members who taught in Summer 2024 and who are still employed at the time the contract is ratified will receive a retroactive payment for the difference between the rate paid to them in Summer 2024 and \$800.

The parties acknowledge that the Board may pay any or all part-time faculty a part-time teaching rate, which may be greater or less than the overload rate for full-time faculty.

IECC Rationale: A summer rate of \$875 per equated semester hour moves IECC ahead of the average summer school rate (\$866) of our regional peers as of June 30, 2024. As a part of this package, IECC proposes a flat summer school rate for all bargaining unit members that will be used for the duration of the contract. Compared to the last year of the faculty agreement, our offer represents an 18% increase for Instructors and Assistant Instructors and a 16% increase for Associate and Full Professors. IECC proposes movement toward a single summer school pay rate for the same reasons we presented in Section 9.3 Overload.

7/12/24 – IECCEA Proposal Regarding 9.9.1

The Association rejects the Board proposal and counter proposes the following changes:

Section 9.9.1 Base Salary.

The Association rejects the Board offer. The Association counter-proposes the following:

~~The 2021-2022 academic year base salary for all full-time faculty members who were employed and worked during the 2020-2021 academic year and who were still employed upon settlement shall be increased at the discretion of the bargaining unit utilizing a total dollar pool of \$345,000, which may be applied to either or both Academic Years 2021-2022 and 2022-2023. The total available dollars shall not exceed \$345,000 through Academic Year 2022-2023. Full-time faculty members who were hired for the 2021-2022 Academic Year and were still employed at the beginning of the 2022-2023 Academic Year will receive a raise for the 2022-2023 Academic Year equal to the average percentage increase given to the faculty in the 2021-2022 academic year. Those raises will not be deducted from the total dollar pool. Any increase to an individual member salary shall not exceed a base salary increase of 5% in either academic year.~~

~~The bargaining unit shall provide a detailed list of members with base salary by August 1st of each Academic Year. Said increases to base salary for the 2021-2022 academic year shall be effective with the first pay period of the academic year.~~

~~See Appendix B for pay date information for the 2021-2022 academic year and Appendix C for pay date information for the 2022-2023 academic year.~~

For the academic year of 2023-2024, all full-time faculty will be placed on a salary schedule (see Appendix A – Faculty Salary Schedule) according to the faculty member’s respective level of education/technical degree or its equivalent as defined in Section 9.9.3 for CTE Faculty, plus his/her total years of experience including years of experience credited upon hiring or thereabouts the equivalent in alignment of teaching and/or related work experience. Thereafter, Faculty will advance one step down the salary schedule each year of the agreement advancing from their initial placement of schedule in the 2023-2024 academic year.

The columns of the salary schedule shall be labeled with the education degrees beginning with the lowest degree (Below AA) to highest professional education degree (PhD and EdD) as follows:

- Below AA, AA+32,
- BA, BA+16,
- MA, MA+12, MA+24, MA+36, and MA+48,
- PhD and EdD.

Each row of the salary schedule will equate to a number of years of experience beginning with 0 years of experience to 30 years of experience (0 – 30). Faculty will move one step down the salary schedule for each year of experience earned.

A faculty member earns 1 year of experience (vertical movement down) for each academic year of experience. The base annual salary for an academic year is comprised of a faculty member's highest educational level earned with their total years of experience on the salary schedule for that academic year.

For example, a faculty member with a master's degree and 12 years of experience will be placed at step 12 in the master's degree (MA) column (\$60,080) of the salary schedule for the 2023-2024 academic year. The 2023-2024 salary schedule starts with step 0 (\$41,954). At the beginning of the 2024-2025 academic year, the faculty member will move to the next step, 13, in the MA column (\$63,285) of the salary schedule for the 2024-2025 academic year. At the beginning of the 2025-2026 academic year, the same faculty member will move to the next step, 14, in the MA column (\$66,620) of the salary schedule for the 2025-2026 academic year.

Faculty members with experience that exceeds the 30th step of the salary schedule will receive an increase of 6% to their base salary for each respective year of the Agreement. For example, a faculty member with an MA and 30 years of experience in AY2023-2024 would have a base salary of \$87270. Their salary for AY2024-2025 would be \$92506.

~~Any educational **step** level change, the payment for which would create a salary increase of greater than 6% in any academic year for a faculty member, shall not be paid entirely in the academic year earned. The increase shall be paid to the faculty member in annual amounts up to the maximum of a 6% increase, including any scheduled salary increase, in any academic year until the full educational **step** level increase is realized. Future salary increases shall be calculated as if the full educational **step** level increase had been awarded in the academic year earned.~~

Rationale: Upon review of the provided information from HR, it is clear that there is a systemic problem of pay inequity using an arbitrary and capricious matrix and subjective determination of setting salaries of recent faculty hires. The Public Community College Act (110 ILCS 805/3-26) requires the board to fix salaries without discriminating based on sex, race, creed, color or national origin. HR acknowledges that there is no system it uses and does not and did not offer salaries to faculty or potential candidates that were inconsistent with what the parties agreed for this agreement and the changes made to do so. There are multiple examples of faculty members with the same experience and educational level earn considerably different salaries. There are examples of faculty members earning lower salaries than other faculty members with less experience and/or lower educational levels. The current compensation structure is arbitrary and only serves to exacerbate the problem. Compression and inversion are damaging to faculty morale, encourages turnover, and could provide grounds for a discrimination lawsuit. Raises, educational level or otherwise, are only subject to the '6% rule' if they are included in the member's final average earnings. According to SURS Member Services:

"The 6% employer billing only looks at the member's final average earnings (FAE) used in the retirement calculation. The FAE could be the last 48 months or the highest 4 consecutive years, whichever one is higher. It compares a 6% increase year to year on earnings."

Any salary increase earned by the faculty member should be paid in the year that it is given. There is no longer any need to split raises between years.

9/5/24 -- IECC Response: The Board Team rejects the Association's offer and proposes the following:

- 4.25% increase to base pay for AY23/24
- 5.00% increase to base pay for AY24/25
- 5.00% increase to base pay for AY25/26

This is ½ percentage point higher than what we are offering to non-bargaining unit employees in a similar band.

Pursuant to 40 ILCS 5/15-155(g), when the final average earnings (FAE) exceed the amount of their earnings from the previous year by more than 6%, the employer is required to contribute the present value of the increase in benefits. The Association correctly identified this in the most recent proposal by indicating that the FAE is either the final 48 months or highest 4 consecutive years earnings, whichever is higher. In most cases this provision applies to the final 48 months of earnings, but several instances have occurred in the past, particularly with faculty, where the FAE was the highest 4 consecutive years. The 6% limit within the prior agreements has been utilized to limit the risk associated with base pay increases that would exceed 6%. Billings from the State University Retirement System (SURS) vary in magnitude from several hundred to several thousand dollars. Because of the complexity of the pension earnings calculations SURS utilizes, it is also quite difficult to predict who and the severity of potential billings. Removing this safeguard from the contract could have a negative impact on future budget and resources. Appropriate planning and reserves must be set aside to ensure any liabilities owed can be paid. Given our current budget and resource allocation priorities, we cannot make such a change without compromising other critical areas of operation.

Full-time faculty members who were employed and worked during the 2023-2024 academic year and who were still employed upon settlement shall be increased by 4.25%

7/12/24 – IECCEA Proposal Regarding Section 9.9.2

The Association proposes the following changes:

Section 9.9.2 Movement Between Education Levels.

If, prior to the District's first instructional day in September, a full-time faculty member covered by this Agreement submits official transcripts reflecting earned hours and/or degrees previously approved in writing by the District Human Resources Office, sufficient for movement from one educational level to another, said faculty member shall receive in his/her September payroll check the applicable prorated salary increase as set forth in the Educational Level Change Chart below:

<u>Educational Level Change</u>	<u>Salary Increase</u>
From Below AA to AA	<u>1000.00</u>
From AA to AA + 32	<u>1000.00</u>
From AA + 32 to BA	<u>1000.00</u>
From BA to BA + 16	<u>1000.00</u>
From BA + 16 to MA	<u>1000.00</u>
From MA to MA + 12	<u>1000.00</u>
From MA + 12 to MA + 24	<u>1000.00</u>
From MA + 24 to MA + 36	<u>1000.00</u>
From MA + 36 to MA + 48	<u>1000.00</u>
From MA + 48 to Ph.D.& Ed.D.	<u>2000.00</u>

Section 9.9.2 Movement Between Educational Levels

The Association rejects the Board counter and proposes the following language:

If, prior to the District's first instructional day in September, a full-time faculty member covered by this Agreement submits official transcripts or other documentation reflecting earned hours, CEU's, and/or degrees previously approved in writing by the District Human Resources Office, sufficient for movement from one educational level to another, said faculty member shall receive in his/her September payroll check the applicable prorated salary increase as set forth in the Educational Level Change Chart below: **salary schedule, Appendix A – Faculty Salary Schedule.**

For example, a faculty member with an MA and 12 years of experience at step 11 (\$58,570) who earns 12 credit hours during the 2023-2024 academic year will advance one step from step 11 to

step 12 and move to the next adjacent educational degree lane or column, master's degree +12 (MA+12) (\$63,725) of the salary schedule for the 2024-2025 academic year.

Rationale: Eliminating educational level increases is bereft of logic. New faculty are initially placed by their educational level and prior experience. It makes no sense whatsoever to cease placing any value on them once a faculty member is hired. It merely demonstrates that current faculty members, especially senior ones, are neither respected nor valued. In addition, it runs counter to our mission as an institution for higher learning. Additional studies in one's field, a related field, or in teaching methods benefit the students and therefore the institution.

9/5/24 -- IECC Response: IECC rejects the Association's offer and proposes a return to the *status quo* contract language for Section 9.9.2.

Section 9.9.2 Movement Between Educational Levels. If, prior to the District's first instructional day in September, a full-time faculty member covered by this Agreement submits official transcripts reflecting earned hours and/or degrees previously approved in writing by the District Human Resources Office, sufficient for movement from one educational level to another, said faculty member shall receive in his/her September payroll check the applicable prorated salary increase as set forth in the Educational Level Change Chart below:

<u>Educational Level Change</u>	<u>Salary Increase</u>
From Below AA to AA	<u>1000.00</u>
From AA to AA + 32	<u>1000.00</u>
From AA + 32 to BA	<u>1000.00</u>
From BA to BA + 16	<u>1000.00</u>
From BA + 16 to MA	<u>1000.00</u>
From MA to MA + 12	<u>1000.00</u>
From MA + 12 to MA + 24	<u>1000.00</u>
From MA + 24 to MA + 36	<u>1000.00</u>
From MA + 36 to MA + 48	<u>1000.00</u>
From MA + 48 to Ph.D.& Ed.D.	<u>2000.00</u>

7/12/24 – IECCEA Proposal Regarding Section 9.9.5

Section 9.9.5 Initial Placement

The Association rejects the Board counter and counter-proposes the following language:

~~The salary of new faculty members in an appropriate salary range shall be determined by their educational level, and prior experience, if any, and present salary, if any, provided that no new faculty members shall be placed beyond the maximum or below the minimum of the appropriate educational level for the hiring ranges in~~

New faculty members initial placement the Faculty Salary Schedule according to Section 9.9.1 Base Salary and the Appendix A – Faculty Salary Schedule for the respective year of the salary schedule. For example, a faculty member with an MA and 5 years of experience who is hired for the 2024-2025 academic year will be placed at the intersection of the MA column and the row for 5 years of experience (\$50,868).

Both teaching and related work experience will be used in determining initial placement. All compensation (base salary, teaching load, overload, summer school, stipends, etc.) must be provided in writing with an explanation of how both educational level and experience are determined. The salary schedule used for placement shall correspond to the academic year in which the faculty member is hired. If an agreement has not been reached prior to their employment, their salary will be adjusted the agreement is ratified and adopted by the respective parties.

Educational level assignments: Below AA, AA, AA+32, BA, BA+16, MA, MA+12, MA+24, MA+36, MA+48, PhD. New faculty will be placed at the appropriate level, as determined by the Board, according to their educational preparation and/or training as indicated by transcripts and other documentation. Educational level assignments may be awarded at initial placement for prior training in accordance with Section 9.9.3.

Initial placement and educational level change may be waived at the discretion of the Board of Trustees upon recommendation of the President, District Director of Human Resources, the Chancellor, with the written mutual agreement of the Association Executive Council.

Rationale: The salary schedule corresponds to the hiring range proposed by the BOT (lowest and highest values in each ed level column). It has been demonstrated that there is no consistency when it comes to initial placement of faculty members. Initial placement must be done in an equitable manner that leaves no room for favoritism. Deviation from the placement process must only be done under extenuating circumstances to avoid the appearance of discrimination. The current practice puts BOT at risk of violating the Equal Pay Act of 1963, The Lilly Ledbetter Fair Pay Act of 2009, and the Illinois Equal Pay Act of 2003.

9/5/24 - IECC Response: IECC rejects the Association's offer, and proposes the following language:

Section 9.9.5 Initial Placement. The initial placement of new faculty members in an appropriate salary range shall be determined by the new faculty member's educational level, and prior experience, if any, and present salary if any, provided that no new faculty member shall be placed beyond the midpoint or below the minimum of the salary range of the appropriate educational level.

Educational level assignment: Below AA, AA, AA+32, BA, BA+16, MA, MA+12, MA+24, MA+36, MA+48, PHD. New faculty will be placed at the appropriate level, as determined by the Board, according to their educational preparation as indicated by transcripts and other documentation.

Experience is defined as full-time and part-time teaching experience and other related work experience, as determined by the Board, with a limit of fifteen (15) years for placement purposes within the salary range of the appropriate educational level. Community college and university teaching equates at a one-to-one ratio; high school teaching and other related work experience equates at a 1/2-to-one ratio.

The initial salary offered to faculty upon placement will be made in accordance with the hiring range(s) presented in Appendix A. If a new hire is placed at an annual salary above an existing bargaining unit employee with the same years of experience and education level due to market demand, the base salary of that existing member will be increased to the same salary rate as the new hire.

7/12/24 – IECCEA Proposal Regarding Section 9.9.6

~~Section 9.9.6 Waiver of Requirements.~~

The Association rejects the Board proposal and maintains its proposal that Section 9.9.6 Waiver of Requirements be removed from the faculty agreement entirely.

IECC Response: IECC accepts the Association proposal as part of this package.

7/12/24 – IECCEA Proposal Regarding New Section 9.12

The Association proposes that the following sections be added to the faculty agreement:

Section 9.12 Salary Increase for Faculty Rank.

Full-time faculty members who are awarded with rank will receive a permanent stipend in addition to their base salary.

<u>Instructor → Assistant Professor:</u>	<u>\$500</u>
<u>Assistant Professor → Associate Professor:</u>	<u>\$2500 (in addition to the \$500)</u>
<u>Associate Professor → Professor:</u>	<u>\$3000 (in addition to the \$500 and \$2500)</u>

Full-time faculty members who were awarded rank prior to the ratification of this agreement will receive a permanent stipend in addition to their base salary as well as a one-time cash bonus equal to the stipend.

<u>Assistant Professor:</u>	<u>\$500</u>
<u>Associate Professor:</u>	<u>\$3000</u>
<u>Professor:</u>	<u>\$6000</u>

The stipends will not be used in calculating any subsequent salary increases but will count towards SURS earnings.

Any faculty member who retires prior to ratification of this agreement and who has previously earned rank will be given the stipend as a one-time cash bonus so that it will not be counted towards FAE.

Rationale: Non-retroactive increases for current faculty members who previously earned rank will only serve to cause more inequity and result in even lower morale. Additionally, it demonstrates a complete lack of respect and appreciation for senior faculty members.

9/5/24 -- IECC Response: IECC rejects the Association's proposal to add this new section to the faculty agreement.

11/5/24 – IECCEA Counter-Proposal:

The Association counter proposes to the Board's counterproposal (28July2023) the following:

Section 9.12 Faculty Rank Stipend (New)

Full-time faculty members who are awarded with rank will receive a permanent increase to their respective base salary.

<u>Faculty Rank of Advancement</u>		<u>Percentage Amount (%) Member's salary added to their Base Salary</u>
<u>Instructor</u>	<u>Assistant Professor</u>	<u>1%</u>
<u>Assistant Professor</u>	<u>Associate Professor</u>	<u>2%</u>
<u>Associate Professor</u>	<u>Professor</u>	<u>3%</u>

Full-time faculty members who were awarded rank prior to the ratification of this agreement will receive a permanent increase to their 2023-2024 base salaries, in addition to the increase to the base salary in section 9.9.1 Base Salary.

<u>Faculty Rank Designation</u>	<u>Percentage Amount (%) of Member's salary added to their Base Salary</u>
<u>Assistant Professor</u>	<u>1%</u>
<u>Associate Professor</u>	<u>3%</u>
<u>Professor</u>	<u>6%</u>

Any faculty member who retired in 2023-2024 or left employment with IECC prior to ratification of this agreement and who had previously earned rank will be given the stipend as a one-time stipend payment and will not be counted towards FAE. The stipend payment will be paid at least thirty-five (35) calendar days after post-retirement or post-employment, whichever is applicable of the respective faculty member. The stipends will not be used in calculating subsequent salary increases but will count towards SURS earnings as with all other stipends earned by fulltime faculty.

Rationale:

The Association concurs with the intent of the Board's initial proposal and ours to provide a stipend for faculty rank promotion. Providing a stipend as a measure to help offset the cost of obtaining and continuing educational advancement supports the IECC mission and value of its faculty in addition to enhancing instructional mastery and delivery of said content for the benefit of students, community and IECC.

Non-retroactive increases for current faculty members who previously earned rank only serve to cause more inequity and result in even lower morale. Additionally, it demonstrates a complete lack of respect and appreciation for senior faculty members that have invested in the educational profession of higher learning and advancement.

11/18/24 - IECC Response: IECC rejects the Association's proposal to add this new section to the faculty agreement.

7/12/24 – IECCEA Proposal Regarding New Section 9.13

Section 9.13 Stipends and Release Time for Extracurricular/Non-Instructional Duties.

All stipends currently paid to full-time faculty members will be included in the Agreement under Appendix B – Special Assignments for Bargaining Unit Faculty. The Association proposes that the stipends be increased each year of the Agreement.

The increases to the stipends are reflected in Appendix B – Special Assignments for Bargaining Unit Faculty.

Rationale: Stipends and release time are mandatory subjects of bargaining. Many stipends haven't changed for more than 20 years. The current stipend amounts, and release times do not reflect the amount of work required for these duties. The current amounts

9/5/24 -- IECC Response: IECC accepts the Association proposal as part of this package.

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