*2023-2024 Successor Contract Negotiations*

*IECC Board of Trustees and IECCEA*

IECC LAST, BEST AND FINAL PACKAGE OFFER
INTENDED TO RESOLVE THE PARTIES’ SUCCESSOR CONTRACT NEGOTIATIONS

PRESENTED ON 12/13/24

The provisions offered herein are a package proposal and must be accepted or rejected in its entirety. Individual components of this package cannot be accepted by themselves. This represents IECC’s last, best, and final offer.

1. Section 2.13: This Section will be modified by incorporating the Association’s 7/12/24 proposal. Due to its length, the Association’s 7/12/24 proposal is included in a separate document.
2. Section 5.2: Delete the entire Section as unconstitutional per *Janus v. AFSCME Council 31*, 585 U.S. 878 (2018).
3. Section 9.3: This Section will be modified by incorporating most of the Association’s 11/5/24 proposal as follows (IECC rejects the proposed limitation on the wages that IECC can pay non-bargaining unit personnel, which is a permissive subject of bargaining):

**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:

Overload Rate for Faculty Effective Date

**$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:

Rate Per Student Per Credit Hour Effective Date

**$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.

1. Section 9.4: This Section will be modified by incorporating most of the Association’s 11/25/24 proposal as follows (rejecting the proposed fourth year and the limitation on the wages that IECC can pay non-bargaining unit personnel, which is a permissive subject of bargaining):

**Section 9.4 Summer School.**

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

Rate Effective Date

**$800** per equated semester hour Summer 2024

**$850** per equated semester hour Summer 2025

**$900** per equated semester hour Summer 2026

The Summer School pay rate formula is Load Hours X Summer School Pay Rate = Summer School Pay

1. Section 9.9.1: All full-time faculty who are employed on the date that this contract is executed by both parties will receive the following percentage increases to their base pay:
* 4.25% increase to base pay for AY 2023-24
* 5.50% increase to base pay for AY 2024-25
* 5.50% increase to base pay for AY 2025-26
1. Section 9.9.5: This Section will be modified by replacing the current language with the following paragraphs:

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.

1. Section 9.9.6: This Section will be deleted from the parties’ new CBA.
2. New Section (Number to be Determined): The Section will be added by adopting the Association’s following proposal from 7/12/24 (for convenience, Appendix B is included at the back of this document):

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

1. Section 12.0: The Section will be modified as follows (changes reflected in red font and strikethroughs):

Section 12.0 Tenure, Discipline and Dismissal. A full-time faculty member shall be eligible for tenure in accordance with the provisions of Chapter 122, Section 103:B1-B6, Illinois Revised Statutes. ~~This Section shall not be subject to the grievance and arbitration procedure~~.

Full-time tenured faculty shall be disciplined or dismissed only for just cause (non-tenured faculty may be disciplined or dismissed without just cause). The Board agrees with the tenets of progressive and corrective discipline, although the Employer reserves the right to skip a particular disciplinary step in appropriate circumstances. Forms of discipline will include the following: (a) oral warning; (b) written reprimand; (c) suspension without pay; and (d) dismissal.

Before issuing any discipline or dismissal to a faculty member, the Board will allow the faculty member an opportunity to meet and discuss the basis for the discipline or dismissal. The Board will provide the faculty member with a written summary of the basis for the discipline or dismissal before the aforementioned meeting. The faculty member may request the presence of an Association representative during the aforementioned meeting.

The exclusive appeal mechanism for challenging whether this Section has been violated shall be the grievance-arbitration process as set forth in this Agreement.

1. Section 12.1: This Section will be modified as follows (changes reflected in blue font and strikethroughs):

**Section 12.1 Right to Representation.** When any full-time faculty member is required to appear before the Board or an administrator for a formal **investigatory** discussion concerning **allegations of misconduct** ~~the possible~~ ~~termination of said faculty member’s employment at Illinois Eastern Community Colleges~~, the faculty member shall be given, in the absence of extenuating circumstances, reasonable prior written notice **of at least three (3) faculty work days about** ~~of~~ the reason for such meeting. **The Association President shall also receive a copy of the written notice provided at the same time as the faculty member receives said notice**. At any such meeting, the faculty member shall have the right to request that an Association representative be present.

This clause shall not apply to such conferences as those held between administrators or supervisors and full-time faculty members pursuant to the normal, routine evaluation or supervisory conference procedures of the District. If, however, a full-time faculty member is called to a meeting with an administrator or supervisor and said conference develops into a discussion of possible **discipline** ~~termination or dismissal~~, the conference shall be adjourned if requested by the faculty member until an Association representative can be present.

This Section shall not be applicable to meetings where the sole purpose is to advise a faculty member that he is being **disciplined** ~~terminated or dismissed~~.

~~If the Board institutes proceedings to terminate or dismiss a full-time faculty member, the Board shall provide said faculty member, upon request, with a statement of the reason or reasons for said action.~~

1. Section 12.2.2: This Section will be modified as follows (changes reflected in red font and strike throughs):

Section 12.2.2 Reduction in Force. The reduction in force of faculty members shall be in accordance with the provisions of 110 ILCS 805/3B-5. ~~The provisions of this Section, and any such reduction in force, shall not be subject to t~~The grievance and arbitration procedure as set forth in this Agreement shall be the exclusive mechanism for deciding whether this Section has been violated.

1. Section 15.0: The start date and expiration date in this Section will be replaced by September 1, 2023, and August 31, 2026, respectively.
2. Tentative Agreements: All prior tentative agreements will be incorporated into the parties’ successor collective bargaining agreement (“CBA”).
3. Retroactivity: The following proposals will have full retroactive effect back to September 1, 2023, for any full-time faculty bargaining unit members who are still employed on the date that the final party executes the new CBA.
4. All other provisions of the expired CBA retained as *status quo* and incorporated into successor CBA.
5. Withdrawal of All Other Outstanding Proposals: All other proposals by the parties are dropped.

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## Section 2.13 ~~Academic~~ Faculty Rank.

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:

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| --- | --- |
| **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 competed ~~15~~ 12 continuous years at IECC full-time teaching, have ~~an~~ earned either:1. **The equivalent educational level to a Master’s degree plus 18 graduate hours, as defined by Section 9.9.3 or**
2. 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
3. A Master’s degree plus 18 graduate hours in a single academic discipline.

~~Faculty must apply for this rank and pass review of the Faculty Rank Committee~~~~\*\*\*~~~~.~~ *~~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, 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.~~* |

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.~~