**Section 1600.820 Definitions**

The following definitions shall apply to terms used in these regulations:

a) "Board" – The terms "Board" or "Board of Trustees" shall mean the Board of Trustees of State Community College of East St. Louis District #601 and its authorized representatives. For the purpose of implementing these regulations, the Board's principal representative shall be the President of the College or such other persons as may be appointed by the Board to act in his/her stead.

b) "College" – The term "College" shall mean State Community College of East St. Louis and its authorized representatives, including the administration and administrative staff of the College.

c) "Employee" – The term "Employee" shall mean any regular employee of the College, except: employees who hold part-time faculty appoints; employees who are employed on a part-time or temporary basis or whose positions are funded from sources other than state general revenue funds, including but not limited to, any contractual or fiscal agent arrangement which may be entered into by the College; division chairman, or any person employed in an administrative capacity as determined by the Board; and confidential, managerial and supervisory employees as defined in these regulations.

d) "Confidential Employee" – The term "confidential employee" shall mean

1) any employee who works in the personnel offices of the College or who is otherwise engaged in personnel work;

2) any employee who has access to information subject to use to the Board or its representatives in collective bargaining or employee relations;

3) any employee who participates in collective bargaining or employee relations on behalf of the Board or its representatives, or who works in close continuing working relationship with such participants;

4) the personal secretary to any managerial employee, administrator, or division chairman.

e) "Supervisory Employee" – The term "supervisory employee" means any employee who has the authority, in the interest of the Board to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

f) "Managerial Employee" – The term "managerial employee" shall mean any employee who, in the regular course of his/her duties, makes or recommends management policies for the Board or the Administration of the College.

g) "Employee Organization" – The term "employee organization" shall mean any lawful organization which primarily and predominantly represents educational and non-academic employees in collective bargaining and the administration of collective bargaining agreements; the term "employee organization", however, shall not include any organization which is affiliated, directly or indirectly, with any other organization which represents employees for collective bargaining purposes, but which does not primarily and predominantly represent employees in educational institutions.

h) "Full-Time Faculty" – The term "full-time faculty" shall mean those faculty members, academic and vocational-technical instructors, who are hired on an annual contract basis (the phrase "annual contract" includes both the academic and calendar years) to teach 14-16 quarter hours and maintain 10 office hours per week per quarter.

i) "Part-Time Faculty" – The term "part-time faculty" shall mean those faculty members, academic and vocational-technical instructors, who teach 8 or less quarter hours and whose assignments are based solely on quarterly enrollment.

j) "Half-Time Faculty" – The term "half-time faculty" shall mean those faculty members, academic and vocational-technical instructors, who are hired on an annual contract basis (the phrase "annual contract" includes both the academic and calendar years) to teach 7-8 quarter hours and maintain 5 office hours per week per quarter.

k) "Three-Quarters Time Faculty" – The term "three quarters time faculty" shall mean those faculty members, academic and vocational-technical instructors, who are hired on an annual contract basis (the phrase "annual contract" includes both the academic and calendar years) to teach 12 quarter hours and maintain 8 office hours per week per quarter.

l) "State General Revenue Funds" – Funds that are appropriated directly from the State Treasury from State tax dollars.

m) "Election Administrator" – The term "election administrator" shall mean the neutral third party selected by the Board pursuant to Section 1600.510 to administer a representation election in accordance with the provisions of these regulations.

n) "Establishment of Bargaining Units"

1) The policy of the Board shall be to establish the most appropriate bargaining unit for any given complement of college employees. The most appropriate bargaining unit is defined as the broadest possible bargaining unit which is consistent with community interest. In implementing this policy, the Board has considered the following criteria:

A) the avoidance of excessive fragmentation of bargaining units;

B) the number of employee organizations with which the Board and/or the Administration may have to deal;

C) the commonality of working conditions, rules of procedure and conduct among employees in the proposed unit.

2) Pursuant to the above criteria, the following bargaining units of College employees are hereby established and deemed to be appropriate for collective bargaining purposes:

A) "Academic Employees" – This unit shall consist of all half-time faculty, three-quarters time faculty, full-time faculty, counselors and librarians employed by the college, but excepting all persons excluded from the definition of "employee" in paragraph (n) above.

B) "Non-Academic Employees" This unit shall consist of all other full-time employees of the College, including classified employees and professional staff employees not included in paragraph (n) or otherwise excluded from collective bargaining under these regulations, but excepting all persons from the definition of "employee" in paragraph (m) above.

C) The above bargaining units may be altered or modified by separate resolution of the Board in accordance with the above policy and criteria.

q) "Demands for Recognition" – In the event that one or more organizations expresses an interest, by written demand for recognition upon the Board, in being recognized as the exclusive bargaining representative of one of the above appropriate bargaining units, the Board may, in its discretion

1) forward the demand for further processing in accordance with paragraph (r) of this section; or

2) reject the demand on the ground that the party making the demand is not an "employee organization" within the meaning of (g) of this section, or on the ground that the bargaining unit proposed in the demand for recognition does not conform to one of the units established in paragraph (n) or is otherwise not appropriate for bargaining under the criteria set forth in that section.

r) The determination of whether the Board will give consideration to recognizing an employee organization as the exclusive bargaining unit determined to be most appropriate shall be governed by the following procedures:

s) "Selection of Election Administrator" – If the Board decides to forward a demand for recognition for processing in accordance with this Section, the Board or its delegated representative, with the concurrence of the employee organization, shall select an Election Administrator who shall receive and determine the sufficiency of representation petitions, and who shall have charge of and make provisions for such representation elections as may be held, not inconsistent with the provisions set forth herein, canvass the vote, and certify the results thereof. The Election Administrator shall be a neutral third party, such as the Governor's Office of Collective Bargaining, the American Arbitration Association, the Illinois Department of Labor, or any other neutral third party who agrees to perform the duties of the Election Administrator in strict accordance with these regulations. An Election Administrator shall also be selected if a petition is filed pursuant to the provisions of paragraph (cc) of this Section.

t) "Representation Petition"

1) Any employee organization whose demand for recognition has been forwarded for processing in accordance with this Section, may file a representation petition with the Election Administrator seeking certification as the exclusive bargaining agent for employees in the appropriate bargaining unit as defined in paragraph (n) of this Section. The petition shall be accompanied by:

A) a copy of the employee organization's constitution and/or by-laws, and

B) a list of the employee organization's officers and official representatives, including name, address, and official function and title.

2) The representation petition shall also be accompanied by a showing of interest from not less than 30 percent of the employees in the appropriate bargaining unit. Such showing of interest shall consist of written statements or authorization cards signed and dated by employees included in the appropriate bargaining unit and must contain a clear statement that said employees are authorizing the petitioner to be their exclusive bargaining representative. Signed statements or authorization cards dated more than six months prior to the submission of the petition are void and shall be disregarded by the Election Administrator in determining the sufficiency of the showing of interest. The determination of the sufficiency of the showing of interest with respect to a representative petition or a petition to intervene shall be made by the Election Administrator and such determination shall be final and binding.

3) Any petition by an employee organization seeking to represent employees in a bargaining unit other than one determined to be appropriate by the Board in accordance with the policy and criteria set forth in paragraph (n) of this Section shall be dismissed immediately and shall not be entertained further by the Election Administrator. Any petition filed by an employee organization seeking to represent employees in a bargaining unit in which an exclusive bargaining agent has already been recognized shall not be entertained except in accordance with the provisions of paragraph (cc) of this section.

u) "Petition to Intervene"

1) Any employee organization as defined in these regulations, desiring to be a party to the representation election and to appear on the ballot must first make a demand for recognition upon the Board. If, after consideration of the demand in accordance with the provisions of paragraph (q), the demand is forwarded for further processing in accordance with paragraph (r), the employee organization may then file a petition to intervene shall be accompanied by a showing of interest from at least ten percent of the employees in the appropriate unit in accordance with the requirements set forth in paragraph (q).

2) Such a petition to intervene shall also be accompanied by 1) a copy of the employee organization's contribution and a list and/or by laws of the employee organization's officers and official representatives, including name, address, and official function and title. A petition to intervene must be filed at least seven days prior to the date set by the Election Administrator for the Board's submission of the eligibility list described in paragraph (u)

v) "Eligibility to Vote in Representation Election" – All employees in the appropriate unit who are employed as of the date established by the Election Administrator shall be entitled to vote in the representation election. At least 14 days prior to the holding of any election, the Board shall furnish the Election Administrator and each employee organization that will appear on the ballot the names and addresses of those employees eligible to vote in the election. The Board will consider all relevant evidence relating to eligibility prior to making a decision. Any dispute that may arise concerning the eligibility of any employee to vote shall be resolved, if possible, by stipulation of the parties. If a stipulation is not possible, the final decision as to eligibility will be made by the Board or its designated representative in accordance with these regulations.

w) "Timing of Election" – The representation election shall be held within 45 days of the Election Administrator's determination of the sufficiency of the petitioner's showing of interest, unless extraordinary circumstances require that this time limit be extended, e.g., unavailability of the Election Administrator or inability of the parties to reach an agreement as to the ground rules.

x) "Notices of Election" – Notices of election shall be prepared by the Election Administrator or under his supervision describing generally the manner and the conditions under which the representation election shall be held, and incorporating thereon the form of the ballot. Such notices shall be posted by the College for at least one calendar week in all places on the campus where notices are customarily accessible to employees who are eligible to cast ballots in the representation election.

y) "Form of Representation Election Ballot" – The Election Administrator shall prepare the representation election ballots. The ballots shall list the petitioner and any intervenor who shall qualify to be on the ballot. The ballot shall also contain a space permitting a vote against representation by any employee organization names on the ballot. No space for write-in voters shall be provided.

z) "Authorized Observers" – The Board and each employee organization appearing on the ballot may designate not more than two observers for each polling place. These observers, acting under the supervision of the Election Administrator, will

1) act as checkers at the polling places,

2) assist in the identification of voters, and

3) otherwise assist in the conduct of the representation election as instructed by the Election Administrator.

aa) "Balloting and Counting of Ballots"

1) There shall be a single voting place established at a central location on the College campus. Upon the conclusion of voting, the Election Administrator shall count the ballots immediately after the conclusion of the representation election, or any rerun or runoff election, and shall notify all parties to the election of the time and place for counting said ballots. A representative of the Board and representatives selected by each party participating in the election shall be permitted to attend and witness the counting of the ballots. The ballots, however, shall be handled only by the Election Administrator. The Election Administrator shall interpret ballots not marked in a normal manner. If the intent of the voter is clear, despite unorthodox markings, extra markings, or erasures, the ballot should be counted unless the voter's name or other identification appears. Blank ballots and all ballots containing attempted write-in votes shall be considered void.

2) Following the election, the Election Administrator shall tally the ballots and furnish the parties a copy thereof.

bb) "Runoff Election and Certification of Results of Representation Election" – The outcome of the representation election shall be decided by a majority of the employees in the appropriate bargaining unit who are eligible to vote and voting in said election (50 percent plus one). If none of the choices on the ballot receives valid votes from a majority of the employees eligible to vote and voting and there were at least three choices on the ballot, including the ballot designated "NEITHER", a runoff election shall be conducted and the ballot shall provide for a selection between the two choices receiving the largest number of valid votes cast in the election. If an employee organization receives valid votes from a majority of the employees eligible to vote and voting in the representation election, a rerun election, or a runoff election, the Election Administrator shall issue a certification stating that said employee organization is the exclusive bargaining agent of the employees in the appropriate bargaining unit. No employee organization which has been certified as the exclusive bargaining representative of employees in an appropriate bargaining unit by the Election Administrator shall be recognized as the exclusive representative of such employees for collective bargaining purposes by the Board. If no employee organization receives valid votes from a majority of the employees eligible to vote and voting in the election (50 percent plus one), the Election Administrator shall issue a certification stating that a majority of the employees eligible to vote and voting in the election did not cast valid ballots for any employee organization appearing on the ballot and that no such organization is the exclusive bargaining agent of the employees in the appropriate unit.

cc) "Cost of Election Administrator" – The cost of the Administrator for the election shall be divided equally between all parties to the election, including the Board. The cost of a runoff or rerun election, if any, shall be divided equally among the parties to such runoff or rerun election, and the Board

dd) "Redetermination of Majority Status"

1) If an employee organization is certified as the exclusive bargaining agent for the appropriate bargaining unit, and said organization is subsequently recognized as such by the Board, the Board or any employee organization may file a petition with the Election Administrator who is selected by the Board for this purpose pursuant to paragraph (r) seeking a new determination of the exclusive bargaining agent's majority status, provided that such a petition may not be filed within one year following the date of the previous valid election, or sooner than 90 days or later than 60 days prior to the expiration of any collective bargaining agreement entered into between the Board and the exclusive bargaining agent, whichever is later. Any petition filed by the Board shall be accompanied by either:

A) a statement that the Board has a good faith doubt as to the exclusive bargaining agent's majority status, including the objective consideration upon which such doubt is based; or

B) a statement that it has received written notice from at least 30 percent of the employees in the appropriate bargaining unit stating that they no longer desire to be represented for the purpose of collective bargaining by the exclusive bargaining agent.

2) Any petition for redetermination of majority status filed by an employee organization must be preceded by a demand for recognition which shall be considered by the Board in accordance with paragraph (p) of this Section. If the demand for recognition is forwarded for further processing in accordance with these regulations, the petition for redetermination of majority status may then be received by the Election Administrator and processed in accordance with paragraph (cc). Such petition shall be accompanied by a showing of interest from at least 30 percent of the employees in the appropriate bargaining unit. Such showing of interest shall consist of written statements of authorization cards signed and dated by the employees included in the appropriated bargaining unit and must contain a clear statement that said employees are authorizing the petitioner to be their exclusive bargaining agent. Upon verification by the Election Administrator that the above requirements for the filing of a petition have been met, an election shall be held in accordance with the procedures specified in paragraph (r) through (cc) of this Section.

ee) "Frequency of Elections" – If a collective bargaining agreement has been concluded between the Board and an exclusive bargaining representative, no representation election involving employees in the appropriate bargaining unit shall be held more than 60 days prior to the expiration of the collective bargaining agreement. In no event, however, shall a representation election be conducted within 12 months of the date of certification of the results of any prior representation election involving employees in the appropriate bargaining unit.

ff) "No Strike Pledge" – In order to insure conformity with Illinois law, as a condition of recognition under these regulations, any employee organization which is certified as the exclusive bargaining representative in an appropriate unit must pledge in writing that at no time will the employee organization, its officers or agents, or any employee represented by it, act directly or indirectly to induce, instigate, encourage, authorize, ratify, or participate in any strike, sympathy strike, picketing, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the College, regardless of the reason for doing so. Failure or refusal of an employee organization to tender such a pledge will be sufficient grounds for the Board to refuse to recognize that employee organization as the exclusive bargaining representative of the employees in an appropriate unit.

gg) "Free Speech" – All parties shall have the right to present their views and opinions to eligible voters in the representation elections, if any, as long as such views and opinions contain no promise of benefits or threats of reprisal or force.

hh) "Collective Bargaining" – If an employee organization is certified as the exclusive bargaining agent for the employees in an appropriate bargaining unit, and said organization is subsequently recognized as such by the Board, the designated representative of the Board and the exclusive bargaining agent shall meet at reasonable times and confer in good faith with respect to matters within the scope of negotiations, but such obligations shall not be construed to compel either party to agree to a proposal to require the making of a concession. An employee organization recognized as the exclusive bargaining agent shall be the exclusive bargaining agent for all the employees in the appropriate bargaining unit. As the exclusive bargaining representative, it shall have the right to act for and negotiate an agreement covering all the employees in the appropriate bargaining unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to employee organization membership.

ii) "Parties' Collective Bargaining Representatives" – Both the Board through the President of the College, and the exclusive bargaining agent shall have the right to designate their respective representatives for the purposes of negotiations and neither party shall attempt to exert any control or influence over the selection of the other party's representatives. In addition, neither party shall make any attempt to bypass the other party's representatives to deal directly with its principals. Employee organizations are specifically prohibited from attempting to bargain or otherwise deal directly with the Board or its individual members, subject to the sanctions set forth in paragraph (nn) of this Section.

jj) "Scope of Negotiations" – Matters within the scope of negotiations shall be wages, hours and other terms and conditions of employment, provided that the Board shall not be required to negotiate with respect to the following matters:

1) the merit principle and the competitive examination system;

2) the policies, programs and functions of the Board;

3) the Board's budget and organizational structure;

4) decisions concerning standards, scope and delivery of service and the utilization of technology;

5) class size, curriculum, and the acquisition or retention of academic rank or tenure:

6) the establishment of job classifications or position qualifications and requirements, and the duties and responsibilities thereof;

7) pensions and superannuation;

8) the composition, objectives, prerogatives, and areas of competence or concern of institutional committees and other shared governance structures;

9) any matter which is within the reserved rights of the Board as set forth in (jj)(2) above; and

10) anything required or prohibited by law.

kk) Basic Provisions of Agreement

1) A collective bargaining agreement between the Board and the recognized exclusive bargaining representative shall include a no-strike clause embodying the no-strike pledge set forth in paragraph (jj), and is subject to the following additional requirements.

A) In the administration on all matters covered by the collective bargaining agreement, Board representatives and employees of the College are governed by existing or future laws and the regulations of appropriate authorities;

B) Except as specifically limited by the express language of the collective bargaining agreement, the Board retains all historic, customary and statutory rights pertaining to the management of the college, including, but not limited to the right:

i) to maintain executive management and administrative control of State Community College, its properties and facilities:

ii) to hire, promote, transfer, assign, direct and retain employees, to determine their qualifications and the conditions for their continued employment, and to suspend, demote, discharge or take other disciplinary action against employees;

iii) to relieve employees from duties because of lack of work or for other legitimate reasons;

iv) to establish courses of instruction, including special programs, and to provide for athletic recreational and social events for students, all as deemed necessary or advisable by the Board;

v) to delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction;

vi) to determine class schedules, non-classroom assignments, hours of instruction, and the professional duties, responsibilities and assignments of academic employees;

vii) to determine methods, means and personnel by which Board operations, programs and functions are to be conducted, including the establishment maintenance and revisions of job descriptions and positions qualifications and requirements and

viii) to take whatever actions may be necessary to carry out the mission of the Board in situations of emergency.

2) In addition, the collective bargaining agreement shall provide that it shall immediately terminate and become null and void if the employee organization which is a party to the agreement fails or ceases to meet the definition of "employee organization" contained in paragraph (g) of this Section, or if such organization violates the no-strike clause required to be included in the Collective Bargaining agreement under the terms of this Subpart H.

ll) Ratification of Collective Bargaining Agreement – A negotiated collective bargaining agreement shall be reduced to writing and signed by representatives of each of the parties, after being ratified first by the employees represented by the exclusive bargaining agent in the appropriate bargaining unit and then by the Board.

mm) Implementation of Collective Bargaining Agreement – The implementation of the economic terms of the collective bargaining agreement shall not become binding until such amount is available to the Board for expenditure for such purposes pursuant to a specific appropriation. If less than the amount needed to fund the agreement is available to the Board for expenditure for such purposes pursuant to a specific appropriation, the agreement shall be administered by the Board on the basis of the amount appropriated. Funds will be administered on a pro-rata basis in accordance with the salary scale to the extent possible. This provision shall be contained in any collective bargaining agreement negotiated between the Board and the exclusive bargaining agent.

nn) Standards of Conduct for Employee Organizations – Employee organizations shall be free from corrupt influence and influences or activities opposed to basic democratic principles. No employee organization shall discriminate against any individual on the basis of that individual's race, color, religion, sex, age, national origin, or physical handicap in connection with the acquisition, retention or termination of membership or with respect to any of the functions and activities of the organization. This affirmation of non-discrimination shall be contained in any collective bargaining agreement negotiated between the Board and the exclusive bargaining agent.

oo) Withdrawal of Recognition

1) Recognition once granted to an employee organization by the Board, shall be automatically withdrawn upon the happening of either of the following events:

A) When the employee organization is displaced, in accordance with these regulations, by another employee organization as the exclusive bargaining representative of the employees in an appropriate unit (except for purposes of administering the remainder of an existing collective bargaining agreement.

B) Failure or cessation of a recognized organization, whether by change or affiliation or other means to meet the definition of "employee organization" set forth in paragraph (g) of this Section.

2) In addition, recognition may be withdrawn by the Board, at its' discretion upon:

A) Violation or repudiation by an employee organization of the no-strike pledge contained in paragraph (jj) of this Section; or

B) Any attempt by an employee organization to by-pass the Board's collective bargaining representatives in an effort to deal directly with or to exert pressure upon the Board or its' individual members, including but not limited to direct communications with individual Board Members concerning any collective bargaining representational matter, and picketing, handbilling or other form of harrassment taking place at or concerning individual Board Member's homes or businesses.

3) The decision of the Board of Trustees to withdraw recognition of a labor organization in accordance with its' Regulations on Collective Bargaining its final and non-appealable. A labor organization would have the right to challenge such a decision of the Board at its' Board meeting.