

**THREE YEAR AGREEMENT**

**BETWEEN**

**BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT NO. 513**

**AND**

**AMERICAN FEDERATION OF TEACHERS  
LOCAL 1810**

*2011-2012*

*2012-2013*

*2013-2014*

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## **ARTICLE I**

### **Term of Agreement**

This agreement shall become effective on the first day of the fall semester of the *2011-2012* academic year, and shall terminate the day immediately preceding the first day of the fall semester of the *2013-2014* academic year. If Local 1810, American Federation of Teachers, is the bargaining agent for the succeeding year, *2014-2015*, then the agreement for the academic year *2014-2015* is to be negotiated during the *2013-2014* academic year.

## **ARTICLE II**

### **Bargaining Unit**

The Board recognizes the Federation as the bargaining agent for all faculty members under contract for the academic years *2011-2012*, *2012-2013*, *2013-2014*. "Faculty member" includes teaching faculty, laboratory instructors and counselors. The following personnel shall be excluded from the bargaining unit:

- President
- Vice President for Learning and Student Development
- Vice President for Planning and Institutional Effectiveness
- Vice President for Business Services & Finance
- Associate Vice President for Academic Affairs
- Associate Vice President for Student Services
- Director of Human Resources
- Director of Admissions & Records
- Director of Adult Education
- Director of Continuing Education & Business Services
- Director of Information & Technology Services
- Director of Financial Aid
- Director of Intercollegiate Athletics
- Director of Learning Technologies
- Director of Nursing
- Director of Community Relations & Marketing
- Academic Division Deans

Librarians  
Director of Dislocated Workers Center  
Director of Small Business Development Center  
Other non-teaching administrative personnel

The Board recognizes the Federation as the bargaining agent in these areas: salary, medical leave, personal leave, medical and life insurance, sabbatical leave, tenure grievance policy, number of preparations, class size in relation to the teaching situation, contact hours, and seniority in special assignments.

The term “faculty member” as used in this agreement shall refer to all employees in the bargaining unit represented by the Federation.

Nothing herein shall require any faculty member to be a member of the Federation.

### **ARTICLE III**

#### **Seniority in Special Assignments**

**A. Seniority.** Seniority is to be calculated beginning with the first working day of the faculty member’s first full-time contract with District 513.

In case of an extended leave due to illness, a faculty member will be given a full-year seniority credit only if he/she has rendered service equal to one college semester.

A complete seniority list by divisions shall be posted within thirty (30) days after the beginning of the fall semester.

**B. Assignments.** In all faculty member assignments, other things (experience, preparation, special competence required for given assignment, etc.) being equal, seniority will be given preference. A primary goal is for each full-time faculty member to have a full teaching load for each academic year. If a faculty member teaches an overload in the fall semester and

does not make load in the spring semester, the fall overload should be used for that instructor to make load before any “bumping” takes place. Overload is not guaranteed.

If a full-time faculty member cannot make load, there will be a meeting between the faculty member and the Dean with the goal of determining a **mutually acceptable assignment**.

The following guidelines will be applied, keeping the best interests of the students in mind:

- I. Explore options with approval of the Vice President for Learning and Student Development
- II. If “bumping” is necessary it will occur in the following order:
  - a. An administrator’s class
  - b. A part-time faculty member’s on campus class
  - c. A part-time faculty member’s extension site class or a junior full-time faculty member’s overload
  - d. A senior full-time faculty member’s overload
  - e. A junior tenured full-time faculty member’s load (meaning a section or sections assigned to that junior faculty member that makes up his/her required load)
- III. An option for a tenured faculty member who does not make load is to spread his/her load over two semesters and a summer session (Article IV, Section A.2.). In this case the college agrees to waive/revise the time line required in the contract.

Should questions arise concerning such assignments, they shall be subject to review by the Vice President for Learning and Student Development with the faculty member concerned and a representative of the Federation.

## ARTICLE IV

### Work Load

A. **Work Load - Teaching Faculty.** The academic year will normally consist of the fall and spring semesters. Earnest effort shall be made to prepare teaching schedules for each semester in accordance with the following ideal standards:

1. The annual load will be thirty (30) hours. Normally, the semester load will be fifteen (15) hours, but the annual thirty-hour (30) load may be distributed unequally between the two semesters: e.g., eighteen (18) hours the first semester and twelve (12) hours the second semester. All hours in excess of the annual thirty (30) hours, however, will constitute an overload.

Full-time faculty members may teach up to two overload classes per semester (or 6 credit hours, whichever is greater). The faculty member may appeal to teach over this limit to the appropriate dean or The Vice President for Learning and Student Development, who will consider exceptions based on institutional need. All qualified faculty members will have their turn in a continuing rotation.

2. In order to provide greater work load flexibility for tenured faculty and more staffing options for the College, the following alternatives to the traditional fall/spring semester schedule are available:

a. **Alternative Options for Making Load.** Subject to receiving prior approval as specified in section “b” below, a faculty member may opt to spread his/her full-time teaching load over three semesters. Faculty may opt to satisfy their load by teaching in any two of three semesters or by teaching in all three semesters. Office hours

will be pro-rated, based on the percentage of load taught during a semester, including pre-summer or summer session. If a faculty member is scheduled to, but does not make load during the regular academic year (fall/spring semesters), he or she may also be able to teach during the following pre-summer or summer sessions, subject to availability and approval, and thereby retain his/her full-time faculty status. Alternatively a faculty member may choose to begin their academic year with the summer session and spread their work load through the succeeding semesters of the academic year.

b. Procedures for Obtaining Approval. A faculty member who wants to make load by teaching outside the regular academic year shall submit a written proposal and obtain approval from his/her dean and the Vice President for Learning and Student Development. If the faculty member intends to teach less than a full load in the fall, the proposal must be submitted by February 1 of the preceding academic year. If the faculty member intends to teach less than a full load in the spring, the proposal must be submitted by May 15 of the preceding academic year. The Vice President may waive proposal deadlines at his/her discretion.

A load agreement shall be signed by the faculty member, the Federation president, and the Vice President for Learning and Student Development. Ability to offer and staff classes will be a primary issue in considering proposals for a flexible schedule. Flexible load schedules shall not span two academic years (an academic year begins with the fall semester and ends at the conclusion of summer semester).

c. If a faculty member teaches during the pre-summer or summer sessions in order to make load, overload pay for the academic year will be calculated at the beginning of the regular summer session.

3. In determining load, one laboratory hour or one clinical hour shall be counted as equivalent to 0.75 times a class hour.

“Clinical” is defined as supervision of health profession students in the provision of patient care in health care facilities.

“Closed laboratory” is defined as laboratory instruction involving a setting in which students are assigned to a specific lab section of a course that meets at a specific time each week.

“Open laboratory” is defined as laboratory instruction involving a setting in which students are completing laboratory course work required as part of a specific course. Students may be present any time during posted open lab hours. Teaching faculty are assigned to the lab for a set period of hours, and not to a specific course.

The Writing Center is a non-credit generating non-course specific, student support service that offers individual assistance with any part of the writing process. Assistance is provided by peer tutors or by writing instructors. Faculty are assigned to the writing center for a set period of hours.

In Career and Technical Programs wherein multiple courses meet simultaneously under one instructor, 0.25 will be added to the load calculation for each scheduled hour of closed lab. (Example: Welding Series – 1 hour lecture and 2 hours lab is calculated at 1.0 lecture hours + 1.5 equated lab hours + .50 multiple prep = 3 hours of load.)

4. Normally class preparations will range between two and three at any one time, except as mutually agreed between the administration and the faculty member, or as required for the needs of the program. The work load shall include an announced and posted schedule of five and one-half (5.5) conference hours per week when the faculty member is regularly available to the students. Conference hours are to be scheduled as no less than 30 minutes. Faculty teaching one or more on-line or blended class may reduce the number of scheduled conference hours to five (5) per week. Conference hours are not counted as contact hours.

5. Regular classes will be limited to thirty-five (35) students per faculty member excepting:

Business Communications (ENG 1205 and ENG 2000)*	24-student limit (without the option of adding students beyond 24)
English Composition (ENG 1001 and ENG 1002)*	24-student limit (without the option of adding students beyond 24)
Speech and all other English courses	25-student limit
Seminars	15-student limit
Closed Laboratory Sections	20-student limit
Developmental Courses	20-student limit
Large Lecture Sections	120-student limit

6. Online Level III classes will be capped at 75 percent (rounded to the nearest whole number) of enrollment caps of on-campus face-to-face classes. Caps for stand-alone seminars and classes already capped at 20 will not be reduced.

7. A “large lecture section” provides a structure, such as supplementation by seminars or closed laboratories, that maintains student/faculty ratios and ensures student learning and performance.

8. Student limits for enrollment in courses are determined as follows:

**Prior to the purge** of non-paying students, the College may enroll up to two extra students over the established enrollment maximum for that course without consulting with and obtaining the approval of the faculty member and dean. At the time of the purge, no more than two students should be enrolled over the maximum limit for any section without faculty member and dean approval.

**After the purge**, the College may enroll one student over the established enrollment maximum for that course section without instructor approval. The faculty member and dean approval must be obtained before any additional students (over the maximum + 1) are enrolled.

For example,

**SOC 1000 has an established enrollment maximum of 35 students.**

**Prior to the purge**, the College may enroll 37 students in a section of this course

**After the purge**, the following would apply:

- If there are 33 students left in a section, the College may enroll 3 additional students
- If there are 34 students left in a section, the College may enroll 2 additional students.
- If there are 35 students left in a section, the College may enroll 1 additional student
- If there are 36 students left in a section, no additional students may be enrolled without approval of the faculty member and the dean.

If assigned faculty members are unavailable for consultation about extra enrollments, they and their dean will discuss procedures to be followed for consultation on extra enrollments, such as the following:

- a. Voice mail and/or e-mail, which faculty will check regularly;
- b. Telephone contact with the faculty member at home;
- c. Delegate decision to dean; or,
- d. Leave other instructions with dean.

During the summer or other vacation period when the faculty member is not available for consultation, the faculty member's dean may authorize overloads following the procedure as outlined above. In these cases, the dean assumes responsibility to inform the faculty member of the action taken.

In addition to verbal authorization, the faculty member or dean may authorize Admissions and Records personnel to permit additional enrollments (as specified in paragraph two) in any of the following manners:

- a. Signing a student's registration form, noting their approval;
- b. Forwarding a handwritten note stating same;
- c. Via an e-mail message, stating same, to the Admissions and Records personnel;  
or,
- d. Via a phone call or voice message to the Admission and Records personnel.

**B. Work Load - Counselors.** Counselors will work the same academic calendar as teaching faculty, including instructional and non-instructional days as identified in the College calendar. The normal work day for counselors is seven (7) hours. During the academic year, counselors are required to work one evening per week. The Associate Vice President of Student Services may request that counselors work additional evenings, to be compensated at the overload rate.

In order to ensure that peak times of student needs are covered, counselors will have an addendum to their annual contract. The addendum begins the first week in August. The annual addendum will be for a minimum of twelve (12) days to be worked during identified peak times, and may extend to twenty-four (24) days. The days identified as peak times will be determined by the Associate Vice President, with input from the counselors. The number of days included in each addendum, beyond the required twelve (12) days, will be mutually agreed upon between the Associate Vice President and the individual counselors. Counselors may opt to take flex time,

rather than monetary compensation, for all or part of the work days included in the addendum. No more than one half of the work days included in the addendum may be taken in any one given semester as flex time. Flex time must be used within 12 months of the date on which it was earned.

**C. Work Load – Laboratory Instructors.** Individuals with an associate, baccalaureate or advanced degree may be employed as laboratory instructors. The work load for laboratory instructors will be thirty (30) hours per week, plus five (5) student conference hours per week. Laboratory instructors shall enjoy all rights and privileges of this contract.

**D. Expectations for Faculty.** Expectations for faculty are outlined in the Faculty Handbook. These expectations include equitable participation by faculty in institutional activities. Faculty will take part in and document 15 hours of institutional engagement activities per semester. A list of appropriate activities is included in the Faculty Handbook.

**E. Collaborative Teaching.** Two or more faculty members share responsibility for teaching the same section of a course (team teaching) or cooperate in the teaching of a cluster of linked or coordinated courses (learning community). They engage in joint planning, agree on the expected outcomes for the course or cluster of courses, and have equal responsibility for delivery of instruction and assessment of student learning.

**F. New Faculty Orientation.** During their first complete full-time semester, first-year faculty will be required to participate in an orientation. Teaching faculty and laboratory instructors will receive .5 hour reduction in scheduled office hours per week during the semester of the orientation. Counselors will attend orientation as part of their regular workload.

## **ARTICLE V**

### **Faculty Member Rights**

Official faculty files in the College's Human Resources Office shall be maintained under the following circumstances:

1. No material derogatory to a faculty member's conduct, service, character, or personality shall be placed in the file unless the faculty member has had an opportunity to read the material. The faculty member will affix his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the contents.

2. The faculty member shall have the right to respond to any material filed and his/her answer shall be attached to the file copy.

3. Upon written request by the faculty member, he/she shall be permitted to examine in the Human Resources office his/her official cumulative file (not his/her placement office credentials or confidential letters of recommendation sent to placement agencies and/or prospective employers and graduate schools), but he/she is not to mark, destroy, or remove any of the contents.

Any written documents used as the basis for a reprimand, suspension, or dismissal must be included in the faculty member's central personnel file.

4. Upon written request, the faculty member shall receive a copy of materials in his/her official cumulative file if such materials are to be used by the Board in any form of litigation.

5. In the event that the faculty member refuses to sign a statement to the effect that he/she has read material to be added to his/her file, the appropriate administrator shall notify the Federation President, who shall sign a document indicating receipt of a copy of the material. The Federation President will forward a copy to the faculty member.

## ARTICLE VI

### INTELLECTUAL PROPERTY

**A. Intellectual Property Rights.** This provision defines the respective rights of bargaining unit employees and the College in intellectual property made, created or developed by bargaining unit employees in connection with their employment by the College. Intellectual property rights are those that can be or have been trademarked, copyrighted, or patented or that may otherwise exist in instructional, artistic, scholarly or tangible research material.

**B. Presumption of Employee Ownership.** Intellectual property created by a faculty member shall be the sole and exclusive property of that faculty member for perpetuity. Such intellectual property shall continue to be used for the benefit of the College so long as the faculty member maintains employment at the College. Faculty members may negotiate with the College on an individual basis issues such as compensation, joint-ownership, or the disposition of the work if the individual's contractual relationship with the College is altered (See Intellectual Property Agreement form).

C. **Exempted Scholarly Works.** The College specifically waives ownership rights to scholarly works to which academic institutions have traditionally waived such rights. Such works include, but are not limited to:

1. Textbooks,
2. Class notes,
3. Research proposals,
4. Course syllabi, classroom presentations, and instructional material. A “course syllabus” is the version of the official outline developed for use by the faculty member in the classroom.
5. Innovative products or procedures (which may appear in a variety of forms, such as printed matter, slides, web-based productions or multimedia presentations) resulting from or enhancing the teaching/learning process. For example, such material includes research articles and monographs; student theses and dissertations; paintings, drawings and sculptures; musical compositions and performances; dramatic works and performances; poetry, fiction, or nonfiction; lab-based or technological innovations or instructional procedures; or computer programs, languages or software.

D. **College Ownership.**

1. **Significant Use of Resources** – The College will own any intellectual property (other than exempted scholarly works) that is made, discovered or created by a faculty member who makes significant use of College resources (including College-Administered funds or college funded time, facilities, or equipment) in connection with

the development of such intellectual property. The product of such “significant use” is work that does not have a primary classroom or educational purpose, and/or detracts from the quality of the teaching/learning process. Use of library facilities, other facilities available to the general public, and ordinary use of office equipment and office staff will not be considered “significant use” of College facilities and equipment.

2. **College Commissioned Works.** Where intellectual property is made, discovered or developed under a specific agreement between a faculty member and the College and the agreement defines the obligations and ownership rights of each party, the agreement shall take precedence over any parts of this provision that may be inconsistent.

3. **Grant Funded Projects.** Ownership of intellectual property that is made, discovered or created in the course of research or sponsored projects funded by grants will be governed by the terms of such grants or agreements, as approved by the College.

4. **College Right of Use.** Intellectual property created by the faculty member in the fulfillment of the faculty member’s normal duties and responsibilities under this collective bargaining agreement is presumed to belong to the faculty member for proprietary or marketing purposes outside of the College, but is available to the College for internal program/course review, and for review by external governing, accrediting or funding agencies regulating the College. The College shall be entitled to benefit without further cost from the use of that property within the College for instructional or other educational purposes for the duration of the faculty member’s employment with the College.

**E. Sale of Intellectual Property.** Funds received by the College from the sale of intellectual property owned by the College shall be allocated and expended as determined solely by the College.

Funds received by the faculty member from the sale of intellectual property owned by the faculty member shall be allocated and expended as determined solely by the faculty member.

Funds received by the faculty member and by the College from the sale of intellectual property owned jointly by the faculty member and the College shall be allocated and expended in accordance with the specific agreement negotiated by the faculty member and the College concerning such jointly owned intellectual property.

**F. Obtaining Copyrights, Patents, or Trademarks.** It shall be the sole obligation of the owner of intellectual property under this provision to take appropriate legal steps to protect ownership of that property. This agreement is not intended to shift that responsibility to the Union or any other entity. If intellectual property is made, created or developed in a situation where it is reasonable to believe that joint ownership may exist, it is the obligation of each party to consult with the other before taking any action to assert or protect ownership.

**G. Development Obligations.**

1. The College supports the development, production, and dissemination of intellectual property by its faculty members so long as those efforts support and do not detract from faculty member's job duties.

2. Joint ownership will continue after termination of employment unless otherwise agreed upon by both parties.

3. Recognizing that the development of distance learning classes and materials, web-based courses and other innovative media and course materials benefits the College and its mission, the College may from time-to-time provide resources such as stipends and reassigned time and expenses to support such efforts by faculty members . Unless otherwise agreed, these resources will not be considered “significant” and will create no College ownership of resulting property.

## ARTICLE VII

### Leaves

**A. Annual Medical Leave.** Each full-time faculty member shall be granted medical leave with pay as follows: Twenty (20) days for the first year of employment; twelve (12) days per year for each subsequent year after the first year. Each full-time faculty member shall be permitted to accumulate an unlimited number of medical leave days with pay. Faculty who teach summer school will receive two (2) days of medical leave. Medical days that become available as a result of rendering service in the summer will not accumulate.

The Board reserves the right to request a physician's certificate that the faculty member is incapacitated from performing his/her usual or ordinary duties for any medical leave taken.

**B. Personal Leave.** Each full-time faculty member shall be granted four (4) days yearly, for personal leave. Unused personal leave will be accumulated as medical, not personal leave. Faculty members shall notify their Dean or the AVP for Student Services forty-eight (48) hours in advance, if practicable, of such leave so provisions can be made to cover classes or other assigned responsibilities.

C. **Bereavement Leave.** When death occurs in his/her immediate family/step family (i.e., spouse/partner, parent, parent of current spouse/partner, child, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, legal guardians) a faculty member, on request, may be excused for three (3) days leave without loss of pay. Medical leave may be used, if appropriate, to supplement bereavement leave or where bereavement leave is not applicable.

D. **Family and Medical Leave Act Leave.** The College agrees to comply with the Family and Medical Leave Act of 1993 and the rules and regulations issued in conjunction therewith. The College may adopt such policies as may be necessary or appropriate to implement the Family and Medical Leave Act of 1993 (FMLA) and the rules and regulations issued in conjunction therewith. Any such policy will not be deemed to be violation of this provision if it is mandated or legally permitted by the FMLA and the rules and regulations issued in conjunction therewith, except that the College will permit any faculty member who requests FMLA leave for purposes of childbirth to designate up to six weeks of that leave as medical leave without the necessity of providing medical documentation of a serious health condition during that period.

E. **Military Leave.** Any faculty member drafted or recalled for military service shall be granted a military leave of absence. Any such faculty member returning to the College will be reemployed following the provisions of the “Uniformed Services Employment and Reemployment Act of 1994” as amended. On return from military leave, the faculty member will be eligible for seniority and placement on the salary schedule in the position he/she would have attained during the leave period.

**F. Sabbatical Leave.** A sabbatical leave of absence for a maximum of one year may be granted for the purpose of study, travel, or other purposes, all of which are designed to improve service to the college, to faculty members who have rendered service full-time for six (6) or more years at Illinois Valley Community College. A faculty member is eligible for consideration for leave after the sixth consecutive full year of service. Special consideration will be given to granting an out-of-sequence leave to a faculty member enrolled in a doctoral program who may require such a leave to complete residency requirements. Faculty who thirty (30) semester hours of non-traditional teaching will be credited with one year toward sabbatical leave. Examples of “non-traditional” teaching include summer; weekend; evenings; extension centers; and classes in compressed, on-line, and blended formats.

A faculty member who has taken a sabbatical leave will not again be eligible until he/she has rendered service full-time for an additional successive six (6)-year period. No more than three percent of the full-time faculty may be granted sabbatical leaves during the same academic year. Application for sabbatical leave shall be made in writing by the faculty member requesting leave and submitted to the President of the college prior to March 15 preceding the academic year for which leave is requested. The applicant will submit a statement describing the length of leave and the program he/she intends to follow during the leave. Recommendations for approval of requests for sabbatical leave shall be made to the Board by the President. The primary factor to be considered in granting sabbatical leave will be its relative benefit to the College, to the students, and to the faculty member.

The interest of District 513 shall be protected by a written agreement providing that the faculty member will return to the service of the District and will render at least one year of

service upon return from leave. If the faculty member wishes to receive compensation while on leave, the Board may request a bond or written agreement, as appropriate, indemnifying the Board for the total salary paid in the event the faculty member fails to return and render at least one year service in the employ of District 513 following the sabbatical leave.

Faculty members granted sabbatical leave for one semester shall be paid full salary during such leave. Faculty members granted leave for one full year shall be paid one-half salary for the year in which leave is taken. The salary shall be paid in the same manner as if the faculty member were teaching in District 513. The faculty member may accept a fellowship or grant-in-aid in accomplishment of the purpose for which the leave was granted. Time spent on sabbatical leave shall be credited toward salary increment and seniority as time spent in full-time service.

Upon completion of the sabbatical leave and within sixty (60) days of the faculty member's return to duty, he/she shall submit to the President one of the following:

If the leave was for formal study, a transcript of credit and a brief description of the program studied, including a detailed evaluation of the program with respect to its contribution to the leave;

If the leave was for travel, a written report setting forth the teacher's reaction to the travel and a statement of the benefits received.

**G. Legal Leave.** A faculty member shall be excused from work for jury service. Such faculty member shall be paid his regular salary less the fee he/she received for jury duty.

**H. Medical Leave Pool/Bank.** Participants must donate one (1) sick day per year to the pool. The pool/bank will be open to all faculty members covered by this contract and participation will be voluntary. The medical leave pool/bank is available to contributing members who have exhausted their accumulated medical leave and are subject to a catastrophic

or serious medical situation/condition. A catastrophic or serious medical situation/condition is defined as an injury, illness, impairment or physical or mental condition that involves in-patient care or continuing treatment by a health care provider and that prevents the faculty member from performing his/her assigned responsibilities. Local 1810 may require certification from the faculty member or family member's health care provider verifying the need for leave based on a serious health condition.

**I. Leave for Federation Business.** Should the Federation desire to send and to pay expenses for representatives to local, state, or national conferences, or on other business pertinent to Federation affairs, these representatives shall be excused without loss of salary or the use of a personal day, providing the Federation notifies the Vice President of Learning and Student Development of such leave in advance, and shall ensure that classes are properly covered during their absence.

A maximum of twelve (12) [4 times the number of years covered under this agreement] work days total may be used by the Federation during the term of this agreement. Federation representatives attending conferences, or on other Federation business, during times when they are not required to be on campus will not be counted in reaching this maximum.

## **ARTICLE VIII**

### **No-Strike Pledge**

The Federation and the Board subscribe to the principle that any and all differences shall be resolved by orderly and appropriate means without interruption of the College operations. The Federation, therefore, agrees that it will not instigate, engage in, support, encourage, or

condone any strike, work stoppage, or other concerted refusal to perform work by the faculty members covered by this agreement. Differences between the parties concerning the meaning, interpretation, or application of this agreement shall be resolved by utilization of the Grievance Procedure set forth in Article IX hereof, or by other lawful and orderly means available under the laws of the State of Illinois. The Board shall not engage in lockouts.

## **ARTICLE IX**

### **Grievance Procedure**

Should any difference arise between the Board and any faculty member or the Federation with respect to the meaning, interpretation, or application of a specific and identified provision of this agreement, it shall be resolved in accordance with the following procedure. This Procedure is intended to encourage resolution of differences through discussion of concerns and consideration of mutually agreeable options wherever possible and, where such discussions are not successful, to facilitate efficient processing of the grievance. Informal resolution of differences through discussion between faculty members and their supervisors is encouraged.

**Step I.** A grievance shall be recognized and processed if it is reduced to writing and filed with the Vice President for Learning and Student Development within twenty (20) working days following the occurrence of the event giving rise to the grievance.

Either before a grievance is filed or soon thereafter, a conference shall be scheduled by the Vice President for Learning and Student Development. The aggrieved and the Federation shall be notified of the time and place of the conference. The participants in the meeting shall be agreed upon by the Vice President for Learning and Student Development or his or her designee and the aggrieved/Federation. If agreement

on participants cannot be reached, the conference may be attended by the aggrieved and up to two Federation Representatives, the vice president or a designee and up to two additional administrators as designated by the vice president, except that the aggrieved may choose to participate without any intervention by the Federation.

The purpose of the meeting shall be to clarify concerns and to explore options for resolving the issue by mutual agreement. If agreement cannot be reached, the participants shall discuss whether to modify any of the subsequent steps and timelines for processing the grievance. Any agreement to modify steps and timelines shall be reduced to writing between the Federation and the vice president.

If this meeting does not resolve the matter, the vice president shall provide a written response either accepting or denying the grievance within ten (10) working days of the date the grievance is filed or the meeting is held, whichever is later. A denial shall include reasons for the denial.

**Step II.** If Step I does not provide a satisfactory solution, the grievant and the Federation may appeal in writing to the President of the College within seven (7) working days following receipt of written notice of the vice president's decision. The appeal shall state the nature of the grievance, the disposition and reasons offered by the vice president, and reasons why they are unsatisfactory. The President shall schedule a conference on the matter and advise the faculty member and the Federation of the time and place of the conference. If the grievance is not satisfactorily resolved at the conference, the President shall communicate his/her decision and reasons in writing to the aggrieved faculty

member and the Federation within ten (10) working days of the receipt of the written appeal.

**Step III.** Final appeal on any grievance shall be made in writing to the Board within seven (7) working days following receipt of the President's decision. The appeal shall state the grievance, the disposition and reasons offered by the President and the reasons why they are unsatisfactory. The appeal and a complete written case history shall be presented at the first regular Board meeting following receipt of the appeal provided the regular meeting is scheduled within two (2) weeks; otherwise, a special Board meeting shall be called. The grievance shall be presented by the grievant or at the grievant's choice by another member of the Federation. The grievant may be accompanied by up to five Federation Representatives. The Board's decision shall be communicated in writing to the grievant and the Federation within fifteen (15) working days after receipt of the appeal.

**Step IV.** Should the Board's decision prove unacceptable, the Federation may initiate arbitration. An arbitrator shall be selected jointly by the Board and the Federation from a list of seven arbitrators who reside in Illinois and who are members of the National Academy of Arbitrators requested from the Federal Mediation and Conciliation Service. From the list furnished, the Board shall select three names and the Federation shall select three names. If more than one name appears on both lists, the choice will be made by lot. If the lists contain no common names, the final selection will be made by striking names alternately from the FMCS list (the first turn will be determined by lot) until only one name remains.

The decision of the arbitrator will be accepted in good faith as final by the parties to the grievance, and both will abide by it. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement as they apply to the specific grievance presented, and he/she shall be without power or authority to make any decision limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law.

The administration or the Board may initiate a grievance, except the positions of the parties shall be reversed. The absence of a denial of the grievance at any step within the designated time period shall function as a denial.

The Federation, upon request, must represent all faculty members in the bargaining unit; however, any faculty member or group of faculty has the right to present a grievance and seek adjustment without the intervention of the Federation representative.

## **ARTICLE X**

### **Appointment and Tenure Provisions**

The objectives in establishing a tenure policy are to ensure an environment conducive to professional competence in teaching and to permit maximum security to the faculty members consistent with effective operation. A tenure policy must not function to protect a faculty member who neglects his/her professional responsibilities but should provide for an atmosphere of freedom in keeping with his/her professional status.

A faculty member on tenure may be suspended or dismissed only by the Board and in accordance with the Illinois Public Community College Tenure Act.

**A. Reduction in Force.** Any faculty member reinstated after a reduction in force will be reinstated at the same step or level as existed prior to the termination.

**B. Savings Clause.** In the event that the Illinois Public Community College Tenure Act is declared unconstitutional by any court of competent jurisdiction, Article IX of the 1978-1980 collective bargaining agreement shall be immediately effective in this contract.

## **ARTICLE XI**

### **Medical and Life Insurance**

District No. 513 will provide medical and life insurance programs for employees and dependents based on the lowest and most responsible bidder. The Board agrees to pay 80 percent of all health benefits and the faculty covered by this agreement will pay the remaining 20 percent.

During FY2012, the District and the Federation will cooperate to develop and implement the Comprehensive Worksite Health Promotion Program (CWHPP) recommended by the District. Key components of the CWHPP are a Health Risk Appraisal (HRA) and premium incentives. The results of which are useful in the effectiveness of a CWHPP. The District shall implement the CWHPP on January 1, 2012. Any recommendations from the Federation for modification of the proposed CWHPP shall be made to the District no later than May 1, 2012.

Annual health screening to develop an HRA will be available for all faculty and covered spouses/partners.

Each employee may choose from the following Health Screening options.

Option A: Participate in the Annual Health Screening

- Dependents are not required to participate
- Completed during the Fall semester or prior to December 15 of each year
- Free to employees and any spouse/partner covered under the College insurance plan
- Will be available on the Oglesby campus for a defined period of time each Fall semester
- Covered under the Health Insurance Portability and Accountability Act (HIPAA)
- No consequence to the individual based on screening results during the first calendar year after the initial screening.

Option B: Non-Participation in the Annual Health Screening

- Employee contributes 22% toward health insurance premium for all categories of insurance coverage until screening is completed

New hires shall be allowed to be screened at a facility approved by the district's population health screening company within the first 30 days of employment. To the extent that the employee is screened, the employee shall be allowed to participate in this program, the College shall pay 80% of health insurance premiums for all categories of insurance coverage during the period lasting from the date of hire through the end of the calendar year. In the event the new hire elects not to undergo screening, the College shall pay 78% of health insurance premiums for all categories of insurance coverage. Such new hires will participate in this program consistent with other previously existing employees during subsequent calendar years.

Beginning with January 1, 2013, the College shall pay 80% of health insurance premiums for all categories of insurance coverage for those that participated in IVCC's annual wellness screening and received a total score in the healthy range or demonstrated adequate improvement (or qualifies for an exception) as determined by the district's population health management company.

Beginning with January 1, 2013, College shall pay 78% of health insurance premiums for all categories of insurance coverage for those that did not participate in IVCC's annual wellness

screening or did not receive a total score in the healthy range and failed to demonstrate adequate improvement (unless qualified for an exception) as determined by the district's population health management company.

The College shall pay 78% of health insurance premiums for all categories of insurance coverage for faculty that return from leave (such as but not limited to Sabbaticals, FMLA, or Military) who fail to participate in a screening or did not receive a total score in the healthy range and failed to demonstrate adequate improvement (unless qualified for an exception) as determined by the District's population health management company within thirty (30) days after their return to normal duties.

In the event the District does not offer an Annual Health Screening, all faculty participating in the District's insurance program will contribute 20% towards health insurance premiums for all categories of insurance.

The Board will provide at its expense term life insurance with a face value of \$60,000. Accidental Death and Dismemberment (AD&D) insurance will also be provided by the Board.

A faculty member will be allowed to continue the College's health insurance coverage, as the College recognizes COBRA (Consolidated Omnibus Budget Reconciliation Act) and adheres to the extension of benefits. At the end of the time period provided for in the act, a conversion policy is available through the College's health insurance company.

Any full-time faculty member with 10 or more years of full-time service at IVCC who chooses retirement shall be allowed to buy into whatever group health insurance policy the College is carrying on its employees at the time he/she retires. The faculty member shall be allowed to buy in at the then-current group rate during the year when the participation occurs and

shall be allowed to do likewise in succeeding years until he/she reaches the age to qualify for Medicare.

The union president or his/her designee will be afforded an opportunity to have input into the College's formal process for selecting and reviewing employee medical and life insurance coverage.

## **ARTICLE XII**

### **Salary Schedule**

**A. Administration of Salary Schedule.** Salaries for 2011-2012, 2012-2013, and 2013-2014 shall be as shown in the following schedules. The salary schedule shall be administered by the President of the College or by his/her designee.

**B. Schedule Definition.** The salary schedule consists of seven columns defined as follows. All academic credit must be awarded by an accredited institution.

1. Column A – Bachelors (or Associate Degree with related industry experience)  
  
Bachelor's Degree
2. Column B - Masters  
  
Master's Degree in subject field(s), or Master's Degree with 45 semester hours in subject field, a minimum of 18 hours of which must be approved graduate credit
3. Column C - Masters + 15  
Master's Degree as in Column B, with 15 semester hours of approved graduate credit beyond the Master's Degree, of which at least 10 semester hours must be in the subject field(s)
4. Column D - Masters + 30

Master's Degree as in Column B, with 30 semester hours of approved graduate credit beyond the Master's Degree, of which at least 15 semester hours must be in the subject field(s)

5. Column E - Masters + 45

Master Degree as in Column B, with 45 semester hours of approved graduate credit beyond the Master's Degree, of which at least 25 semester hours must be in the subject field(s)

6. Column F - Masters + 60

Master's Degree as in Column B, with 60 semester hours of approved graduate credit beyond the Master's Degree, of which at least 40 semester hours must be in the subject field.

7. Column G - Doctorate

An earned Doctorate Degree in the subject field, or an earned Doctorate Degree with at least 40 graduate hours beyond the Master's Degree in the subject field.

**C. Approved Credit.**

1. For this salary schedule, Master's Degree is attested by:

- a. The usual certificate from the granting college or university, or
- b. a statement from the Registrar of the school attended certifying that all the requirements for the degree have been completed.

2. "Subject field" is defined as within the faculty member's discipline or program area.

3. For this salary schedule, approved graduate credit is defined as follows:

- a. Academic work at the graduate level offered by an accredited college or university in the subject field(s).
- b. Academic work in areas related to the subject field(s). Prior approval by the dean or AVP for Student Services and the Vice President for Learning and Student Development is required for

acceptance of this credit. The faculty member may revise and resubmit a proposal for reconsideration.

- c. Academic work in areas or fields which will increase the competence of the faculty member in service to the College. A proposal concerning such courses must be submitted in writing to the Vice President for Learning and Student Development together with a statement relating the proposed work to the professional growth of the faculty member. The vice president may request a review of the proposal by a committee comprised of the dean or AVP for Student Services, a representative in the area in which the proposed work is to be done, and the vice president or his/her designee. Course work taken at the specific request of the College shall qualify under this category.
- d. Upon approval by the dean or AVP for Student Services and the Vice President for Learning and Student Development, and verification, an equivalent of 5 semester hours shall be granted for 8 weeks of industrial experiences gained through summer employment if directly related to the subject field(s). The maximum is 10 hours.
- e. Upon approval by the dean or AVP for Student Services and the Vice President for Learning and Student Development, and verification, in addition to college-sponsored activities, approved non-academic institutes and seminars or workshops shall be equated as one-quarter semester hour for each 8 hours of documented contact time, or each Continuing Education/Professional Development Unit awarded where a CEU or CPDU is equal to 8 contact hours.

#### 4. Approved Faculty Advancement Plan

A faculty member may advance laterally on the salary schedule based on the documented completion of an approved faculty advancement plan, as follows:

- a. The faculty member must submit a written Faculty Advancement Plan to the appropriate dean or the AVP for Student Services. The plan will be reviewed by a committee consisting of, at a minimum, the faculty member's dean or the AVP for Student Services and another faculty member appointed by the Federation from outside of the faculty member's discipline. Additional members may be appointed by

agreement between the appropriate vice president and the Federation. The committee will make a recommendation to the appropriate vice president, who retains authority for final approval of the plan. The approved plan will be retained in the faculty member's personnel file in the Human Resources Office. While a long-term plan involving movement over multiple columns may receive tentative approval, final approval will be limited to one column at a time.

- b. A Faculty Advancement Plan for advancement to Column G may be considered for a doctorate in an academic discipline, in higher education, or in community college education.
- c. A faculty member who has earned a terminal advanced degree less than a doctorate may submit a Faculty Advancement Plan for a masters degree in another discipline or in teaching and learning. Such a Plan may be approved for advancement to Column G.
- d. The Plan must outline a collection of integrated learning experiences, such as courses, workshops, seminars, internships, etc.
- e. The Plan must include articulation of the faculty member's educational/development goal, including proposed lateral placement on the salary schedule.
- f. For movement of one column, the proposed activities shall be equivalent to 15 semester hours of college or graduate coursework.
- g. The faculty member shall demonstrate how the integrated learning experiences proposed in the Plan are intended to benefit the curriculum and the institution. Courses and other activities emphasizing new instructional methodologies and technologies are encouraged.
- h. The Plan may include learning experiences outside the faculty member's discipline, as long as those experiences directly enhance teaching and learning at IVCC. A combination of "subject" and "related" learning experiences is encouraged.
- i. Proposals that do not receive approval will be returned to the faculty member with a written rationale. The faculty member may revise and resubmit a proposal for consideration.
- j. The faculty member may propose addenda to an approved Plan, subject to the approval process outlined above.

- k. Documentation of the completion of the approved Plan must be provided before any salary schedule advancement is approved by the Vice President for Learning and Student Development. Where completion of an approved Plan requires evaluation of the quality of the work produced by the faculty member, the appropriate vice president may seek input from other qualified faculty members.

**D. Initial Placement.** Faculty members shall be placed on the schedule in the column and on the step for which they qualify under Item B above.

For all new faculty members, the factors of education, experience, ability, and value to the College will be considered in the determination of initial placement. Years of teaching experience and equivalent experience judged on the basis of applicability shall be recognized in this placement, but it cannot exceed a total of seven (7) vertical steps i.e., a faculty member having four years teaching experience and a Master's Degree will be placed at B-5; a faculty member having seven or more years teaching experience and a Master's Degree will be placed at B-8.

**E. Vocational-Technical Personnel.** Every effort shall be made to employ teachers for occupationally oriented courses who offer academic as well as business or industrial experience. For initial placement on the salary schedule, years of occupational experience may be equated to steps on the salary schedule. When related and established industry competencies enhance the teaching effectiveness of the faculty, the College may (after consultation with the Union President) use such experience to determine initial lateral placement on the salary schedule.

For an individual holding an Associate Degree or equivalent, two (2) years of experience in work directly related to the teaching position considered will be used to place the individual on Step A-2 of the salary schedule.

**F. Advancement.**

1. Unless the parties negotiate a schedule with no step movement in a specific year, a faculty member will be advanced in the column for which he/she qualified one step for each complete year of acceptable service, until he/she reaches the maximum salary for this column. The Board recognizes the following exception to this normal advance: Upon recommendation of the dean or AVP for Student Service, the Vice President for Learning and Student Development, and the President, the Board may grant a special merit advance equivalent to two steps in the appropriate column.
2. On the basis of evidence supplied (i.e., official transcript) and approved, a faculty member shall be reclassified annually on October 1 by movement to the column for which he/she becomes qualified.
3. When a faculty member becomes eligible to move laterally on the schedule, that individual will be moved to the appropriate column and granted vertical movement for one year of service. This means that, even if a faculty member has been “frozen” at the bottom of a column for two or more years, he or she will be granted no more than one year of vertical movement.

4. In any given year, the combined increase for each faculty member's salary, step, and column movement shall not exceed 6%. Any increase in said compensation that would have been in excess of 6% shall be deferred to future years of employment with the College, if any. In the event that there are such additional years, the excess compensation shall be added to the total increase in compensation for that future year, up to a maximum of a 6% increase.

**G. Longevity Adjustment.** Any faculty member who is unable to move a step down the salary schedule because he/she was at the bottom step the previous year shall receive a longevity adjustment. The adjustment shall be 2.95% of the salary shown in the cell of the schedule where that faculty member is located, as shown at the bottom of the salary schedule. This adjustment shall be paid as part of the regular payroll.

**SALARY SCHEDULE**

**Fiscal Year 2011-2012**

STEPS	A Bachelor	B Masters	C Masters +15	D Masters +30	E Masters +45	F Masters +60	G Doctorate
1	\$35,668	\$37,260	\$38,921	\$40,602	\$42,344	\$44,145	\$46,102
2	\$36,825	\$38,455	\$40,155	\$41,855	\$43,655	\$45,515	\$47,515
3	\$38,022	\$39,691	\$41,431	\$43,150	\$45,009	\$46,930	\$48,974
4	\$39,261	\$40,970	\$42,750	\$44,487	\$46,408	\$48,392	\$50,480
5	\$40,543	\$42,293	\$44,115	\$45,868	\$47,852	\$49,903	\$52,036
6	\$41,870	\$43,661	\$45,525	\$47,295	\$49,345	\$51,463	\$53,641
7	\$43,235	\$45,077	\$46,984	\$48,769	\$50,887	\$53,075	\$55,299
8	\$44,666	\$46,542	\$48,492	\$50,292	\$52,479	\$54,739	\$57,011
9	\$46,137	\$48,057	\$50,052	\$51,865	\$54,125	\$56,459	\$58,779
10	\$47,660	\$49,624	\$51,664	\$53,490	\$55,824	\$58,236	\$60,604
11	\$49,236	\$51,246	\$53,331	\$55,169	\$57,580	\$60,071	\$62,488
12	\$50,867	\$52,923	\$55,055	\$56,903	\$59,393	\$61,967	\$64,434
13	\$52,556	\$54,658	\$56,838	\$58,694	\$61,266	\$63,925	\$66,443
14	\$53,956	\$56,454	\$58,681	\$60,544	\$63,202	\$65,948	\$68,517
15	\$55,356	\$58,054	\$60,587	\$62,455	\$65,201	\$68,037	\$70,658
16	\$56,756	\$59,454	\$62,137	\$64,430	\$67,266	\$70,196	\$72,869
17	\$58,156	\$60,954	\$63,687	\$66,055	\$69,399	\$72,426	\$75,152
18	\$59,556	\$62,454	\$65,237	\$67,680	\$71,149	\$74,729	\$77,509
19	0	\$63,954	\$66,787	\$69,305	\$72,899	\$77,109	\$79,943
20	0	0	0	\$70,930	\$74,649	\$79,567	\$82,456
21	0	0	0	\$72,555	\$76,399	\$82,106	\$85,050
22	0	0	0	0	0	\$84,186	\$87,200
23	0	0	0	0	0	\$86,266	\$89,350
24	0	0	0	0	0	\$88,346	\$91,500
25	0	0	0	0	0	\$90,426	\$93,650
26	0	0	0	0	0	\$92,506	\$95,800

**SALARY SCHEDULE**

**Fiscal Year 2012-2013**

STEPS	A Bachelor	B Masters	C Masters +15	D Masters +30	E Masters +45	F Masters +60	G Doctorate
1	\$35,793	\$37,385	\$39,046	\$40,727	\$42,469	\$44,270	\$46,227
2	\$36,950	\$38,580	\$40,280	\$41,980	\$43,780	\$45,640	\$47,640
3	\$38,147	\$39,816	\$41,556	\$43,275	\$45,134	\$47,055	\$49,099
4	\$39,386	\$41,095	\$42,875	\$44,612	\$46,533	\$48,517	\$50,605
5	\$40,668	\$42,418	\$44,240	\$45,993	\$47,977	\$50,028	\$52,161
6	\$41,995	\$43,786	\$45,650	\$47,420	\$49,470	\$51,588	\$53,766
7	\$43,360	\$45,202	\$47,109	\$48,894	\$51,012	\$53,200	\$55,424
8	\$44,791	\$46,667	\$48,617	\$50,417	\$52,604	\$54,864	\$57,136
9	\$46,262	\$48,182	\$50,177	\$51,990	\$54,250	\$56,584	\$58,904
10	\$47,785	\$49,749	\$51,789	\$53,615	\$55,949	\$58,361	\$60,729
11	\$49,361	\$51,371	\$53,456	\$55,294	\$57,705	\$60,196	\$62,613
12	\$50,992	\$53,048	\$55,180	\$57,028	\$59,518	\$62,092	\$64,559
13	\$52,681	\$54,783	\$56,963	\$58,819	\$61,391	\$64,050	\$66,568
14	\$54,081	\$56,579	\$58,806	\$60,669	\$63,327	\$66,073	\$68,642
15	\$55,481	\$58,179	\$60,712	\$62,580	\$65,326	\$68,162	\$70,783
16	\$56,881	\$59,579	\$62,262	\$64,555	\$67,391	\$70,321	\$72,994
17	\$58,281	\$61,079	\$63,812	\$66,180	\$69,524	\$72,551	\$75,277
18	\$59,681	\$62,579	\$65,362	\$67,805	\$71,274	\$74,854	\$77,634
19	0	\$64,079	\$66,912	\$69,430	\$73,024	\$77,234	\$80,068
20	0	0	0	\$71,055	\$74,774	\$79,692	\$82,581
21	0	0	0	\$72,680	\$76,524	\$82,231	\$85,175
22	0	0	0	0	0	\$84,311	\$87,325
23	0	0	0	0	0	\$86,391	\$89,475
24	0	0	0	0	0	\$88,471	\$91,625
25	0	0	0	0	0	\$90,551	\$93,775
26	0	0	0	0	0	\$92,631	\$95,925

**SALARY SCHEDULE****Fiscal Year 2013-2014**

STEPS	A Bachelor	B Masters	C Masters +15	D Masters +30	E Masters +45	F Masters +60	G Doctorate
1	\$35,918	\$37,510	\$39,171	\$40,852	\$42,594	\$44,395	\$46,352
2	\$37,075	\$38,705	\$40,405	\$42,105	\$43,905	\$45,765	\$47,765
3	\$38,272	\$39,941	\$41,681	\$43,400	\$45,259	\$47,180	\$49,224
4	\$39,511	\$41,220	\$43,000	\$44,737	\$46,658	\$48,642	\$50,730
5	\$40,793	\$42,543	\$44,365	\$46,118	\$48,102	\$50,153	\$52,286
6	\$42,120	\$43,911	\$45,775	\$47,545	\$49,595	\$51,713	\$53,891
7	\$43,485	\$45,327	\$47,234	\$49,019	\$51,137	\$53,325	\$55,549
8	\$44,916	\$46,792	\$48,742	\$50,542	\$52,729	\$54,989	\$57,261
9	\$46,387	\$48,307	\$50,302	\$52,115	\$54,375	\$56,709	\$59,029
10	\$47,910	\$49,874	\$51,914	\$53,740	\$56,074	\$58,486	\$60,854
11	\$49,486	\$51,496	\$53,581	\$55,419	\$57,830	\$60,321	\$62,738
12	\$51,117	\$53,173	\$55,305	\$57,153	\$59,643	\$62,217	\$64,684
13	\$52,806	\$54,908	\$57,088	\$58,944	\$61,516	\$64,175	\$66,693
14	\$54,206	\$56,704	\$58,931	\$60,794	\$63,452	\$66,198	\$68,767
15	\$55,606	\$58,304	\$60,837	\$62,705	\$65,451	\$68,287	\$70,908
16	\$57,006	\$59,704	\$62,387	\$64,680	\$67,516	\$70,446	\$73,119
17	\$58,406	\$61,204	\$63,937	\$66,305	\$69,649	\$72,676	\$75,402
18	\$59,806	\$62,704	\$65,487	\$67,930	\$71,399	\$74,979	\$77,759
19	0	\$64,204	\$67,037	\$69,555	\$73,149	\$77,359	\$80,193
20	0	0	0	\$71,180	\$74,899	\$79,817	\$82,706
21	0	0	0	\$72,805	\$76,649	\$82,356	\$85,300
22	0	0	0	0	0	\$84,436	\$87,450
23	0	0	0	0	0	\$86,516	\$89,600
24	0	0	0	0	0	\$88,596	\$91,750
25	0	0	0	0	0	\$90,676	\$93,900
26	0	0	0	0	0	\$92,756	\$96,050

## **ARTICLE XIII**

### **Other Compensation**

A. **Summer Session.** Summer session will be paid at the overload rate. Faculty members may teach up to nine (9) equated hours during the summer session. (See Article IV, Subsection A, sub-Subsection 3 for determining equated hours for laboratory or clinical hours.)

Full-time faculty members may teach summer session in rotation. A turn of rotation will be six hours with nine hours being the maximum. New faculty members enter the rotation schedule at the bottom of rotation at the time of employment.

Faculty members interested in teaching summer session must provide written commitments that they will accept a summer teaching assignment by February 1 of each contract year. Any faculty member who fails to provide such a commitment waives the opportunity to teach summer session during that year, and faculty members who sign commitments will be required to fulfill those commitments.

B. **Overload Pay.**

1. Overload compensation shall be at the rate of \$640 per credit hour.
2. Counselors may work additional days as overload paid at .8 of the faculty overload rate (overload rate /16 x .8). Full-time counselors will be given first right of refusal for overload.
3. Overload payments shall be included with the regular February payroll.

C. **Program Coordinators**

1. Only faculty in career and technical programs will be designated as “program coordinators.”

2. Some faculty positions include program coordinator responsibilities at the time of employment. Other career and technical faculty members may apply to their dean to be recognized as a program coordinator. The dean will then make a recommendation to the Vice President for Learning and Student Development. The prospective program coordinator may appeal the dean's decision to the Vice President for Learning and Student Development.
3. The program coordinator will work with the vice president, dean, faculty, staff, and community in implementing activities pertaining to areas of assignment to promote program success as outlined in the *Guidelines for Program Coordinators* (See Faculty Handbook).
4. Compensation for program coordinators is as follows:
  - a. Program coordinators will receive three (3) credit hours of reassigned time per semester (fall and spring) or equivalent in overload pay.
  - b. During the regular academic year, additional compensation may be awarded for "extra-ordinary" responsibilities. The program coordinator will apply and gain approval from the dean and the vice president when responsibilities substantially exceed "basic duties." A copy of the approved requests will be forwarded to the Federation by the dean. Program Coordinators may be eligible for additional compensation for the following:
    - Laboratory maintenance, management and upgrade
    - Grant management or development
    - Program improvement plans (following approval by the dean)
    - Curriculum development for new certificates or degrees
    - Preparation of accreditation reports

Compensation for Summer Duties. A program coordinator may request one (1) credit hour of summer pay for "basic" responsibilities. An additional one to two (1-2) credit hours of summer pay may be awarded for extra-ordinary duties. These may include

- Laboratory maintenance, management and upgrade
- Grant management or development
- Program improvement plans (following approval by the dean)
- Curriculum development for new certificates or degrees
- Preparation of accreditation reports

The program coordinator may request that up to three weeks between the end of spring semester and the beginning of fall semester be considered as “vacation,” during which time the program coordinator will not be available.

- c. Written request for additional compensation (regular academic year or summer), accompanied by rationale, will be submitted by the program coordinator to the respective dean, who has the authority to approve the request. If the dean denies the request, he or she shall provide a rationale to the program coordinator. The program coordinator may then appeal the dean’s decision to the Vice President for Learning and Student Development.

**D. Pay of Substitute Teachers.** Full-time faculty members, serving as substitutes, shall be paid an hourly rate computed on the overload pay rate. Requests for substitute pay under this Section must be approved in advance by the appropriate dean.

**E. Extension Courses.** Since extension courses may be offered by the College, one extension course per semester may be assigned as part of a faculty member’s regular load. If the extension course is an overload, compensation will be at the overload pay rate. In addition, \$7.50 will be allotted for meals for those courses beginning or ending between 10:45 a.m. and 1:00 p.m. and for courses beginning or ending between 4:00 p.m. and 7:00 p.m. Receipts for meals must be submitted with mileage request.

**F. Laboratory and Clinicals.**

1. One clinical hour shall be counted as equivalent to 0.85 times a class hour.
2. One closed lab hour shall be counted as equivalent to 0.80 times a class hour.

3. One open lab hour shall be counted as equivalent to 0.75 times a class hour.
4. One Writing Center hour shall be counted as equivalent to 0.50 times a class hour.
5. In Career and Technical Programs wherein multiple courses meet simultaneously under one instructor, 0.25 will be added to the pay calculation for each scheduled hour of closed lab. (Example: Welding Series – 1 hour lecture and 2 hours lab is calculated at 1.0 lecture hours + 1.6 equated lab hours + .50 multiple prep = 3.1 hours of pay.)

**G. Counselor Addendum Pay.** For the agreed-upon length of the annual addendum, each counselor will be compensated at his or her contractual rate divided by the number of duty days identified for that calendar year. Counselor pay for the days worked under the addendum between the first week in August and the first day of the contract year will be paid at a per diem based on the contractual rate for the new contract year. However, payment for the addendum days worked in August will be deferred until the beginning of the new contract year.

**H. Distance Learning.** Provisions for compensation refer to the levels of instruction as defined in the Distance Learning Course Designation chart at the end of this Article.

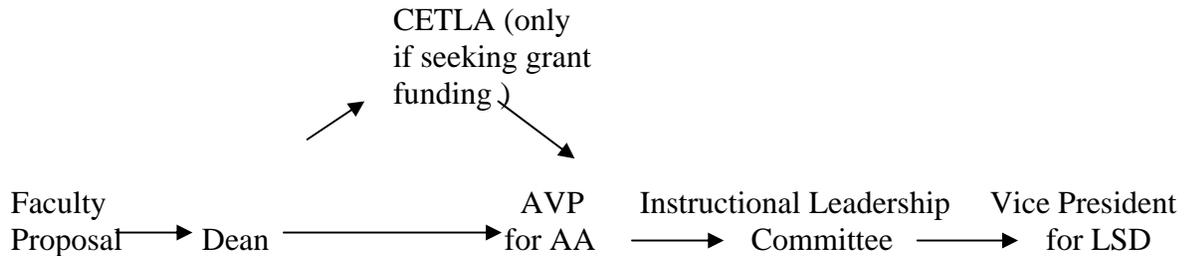
1. Definitions.
  - a. **Web-Based Course** – a course whose delivery method is wholly dependent on the use of the Internet.
  - b. **Telecourse** – A course based on a series of professionally produced video lessons, supplemented by print materials. Telecourses typically are Level I courses, provided they meet the

minimum qualifications as indicated on the “Revised Distance Learning Course Designations” rubric.

- c. **Blended Course** – a course in which the format of the course is adapted through use of communications technologies. Seat time will be significantly reduced in a blended course, based on the extent to which the course objectives can be met using alternative teaching methods. The faculty member links elements of traditional classroom instruction with relevant and meaningful online activities, assessing students in both components of the course. Blended courses typically are Level II courses. Blended courses must be approved by the dean and vice president of learning and student development.

2. Development.

- a. Faculty submitting proposals for development of distance learning shall use the following process:



- (1) Proposals for courses designated as Level I or II shall be submitted to the Curriculum Committee as information items.
- (2) Proposals for courses designated as Level III will be submitted to the Curriculum Committee for approval.

- b. Faculty may receive a one-time stipend or the equivalent in reassigned time for the development of a distance learning class. The amount of this compensation will be determined by the appropriate administrator, who will evaluate the faculty member’s course proposal, determine the extent of

development required, and provide a compensation ratio based on the course's designation as Level I, II or III.

(1) Level I designated course will receive pay equal to 1/3 of the total credit hours of the course.

(2) Level II designated courses will receive pay equal to 1/3 – 2/3 of the total credit hours of the course.

(3) Level III designated courses will receive pay equal to 1/3 – 3/3 of the total credit hours of the course.

3. Delivery

a. All distance learning classes will follow the “Best Practices and Expectations for Learning Anytime, Anyplace Courses.”

b. The first time a faculty member teaches a Level III distance learning course, he/she will receive the equivalent of 1 hour of additional overload compensation. Any subsequent time the same faculty member teaches the same course, there will be no additional compensation.

c. Level I courses shall only be used as overload for a faculty member's schedule. Levels II & III courses may be used for normal load or overload for a faculty member's schedule.

d. Level II & III classes shall have a minimum enrollment of students for the class to be considered as part of a faculty member's normal load. However, it is understood that Level II and III courses may be permitted to run with low enrollments the first two times they are

taught and may be compensated as a course with full enrollment and considered as part of normal load. Thereafter, they are expected to reach the enrollment level of the same, or similar, courses taught in a face-to-face format.

e. Level II and Level III course sections, like on-campus sections, will be cancelled if a section does not reach the minimum enrollment unless the faculty member and dean agree during the schedule development process that it is appropriate for the section to be taught with low enrollment. Compensation for Level II and III course sections with low enrollment will be  $1/10$  overload rate x the number of equated hours of course x number of students.

f. If a class has fewer than 12 students, the faculty member shall be compensated at the following rate per student for Level I courses:

$1/12$  overload rate x the number of credit hours of course.

g. Credit hour compensation for Level II and Level III online courses will be the same as classes taught on campus, including classes with lab sections.

4. The Educational Excellence Council (EEC) will establish an ad-hoc committee during the odd-numbered academic years to examine distance learning issues due to the rapid changes in instructional technologies. This group will review and discuss issues and make a formal recommendation to EEC for consideration, approval and implementation.

Revised Distance Learning Course Designations

<b>Component</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
Technology and Proximity	Course makes use of the Web to distribute critical course information as described in the Best Practices and Expectations.	Course resources are available online, and may be supplemented by an on-campus component. Use of a course management system or other productivity tools facilitate processes.	Course is delivered completely at a distance. Technologies selected support collaboration and/or practical application of skills.
Course Content	Content is developed by others, such as course cartridges, text publishers, or telecourse producers.	Course depends heavily on pre-developed content. Instructor also selects and incorporates resources from multiple sources, such as the library databases, course cartridges, or learning object repositories.	Instructor developed content synthesizes course information and is supplemented by resources selected from multiple sources.
Course Design	Course and instructor expectations are clearly defined. Course materials are presented in a way that clearly conveys the relevance to learning objectives.	Course and instructor expectations are clearly defined. Logically and consistently modularized information is linked to learning objectives. Established schedule is designed to keep students on task.	Course and instructor expectations are clearly defined. Solid instructional design provides a foundation for course activities. Web-based learner support is interwoven throughout the course to assure timely assistance and minimal disruptions in the learning process.

Interaction and Collaboration	Course design limits student-to-student interaction. Frequent instructor-to-student interaction occurs through on-campus meetings, phone, or email.	Course design includes opportunity for student-to-student interaction. Frequent instructor-to-student interaction occurs in the classroom, via optional synchronous sessions or via asynchronous discussion.	Community building is incorporated into course design, including required student-to-student interaction, which may be achieved through asynchronous discussion or synchronous collaboration. Frequent instructor-to-student interaction may include discussion forums, blogs, or synchronous lectures and activities.
Assessment and Evaluation	Course design limits methods of assessment. Feedback on assignments is provided to students within 7-10 days.	Course design allows for varied methods of assessment. Frequent feedback is achieved through self-assessments, online gradebooks, conferencing, or other means.	Course design allows for varied methods of assessment. Frequent feedback is achieved through self-assessments, online gradebooks, conferencing, or other means. Instructor incorporates assessment techniques that afford students the opportunity to provide feedback to the instructor.
Point value per component	1	2	3
Points required to achieve level	5-8 (must obtain 1 or more points in each component area)	9-12 (1 pt allowed from level 1)	13-15 (zero pts allowed from level 1)

## **I. Collaborative Teaching.**

1. Definition. Collaborative teaching methods include but are not limited to interdisciplinary teaching, team teaching, or learning communities. A learning community is defined as two or more courses that are linked and taught by different faculty members.

2. Proposal. Faculty must make a proposal for collaborative teaching to the appropriate dean. Proposals shall follow the following format:

- a. Project description, including purposes and expected outcomes
- b. Project design, including the scope and time period of the project
- c. Project staffing, including appropriate compensation issues
- d. Project evolution
- e. Recommendations for continuation

Final approval will be granted by the Vice President for Learning and Student Development.

3. Development. Each faculty member involved in the development of a collaborative teaching arrangement will be granted one credit hour of overload pay on a one-time basis.

4. Delivery. The first time a course or cluster of courses is taught collaboratively, each faculty member receives load credit for the entire course or for the component of the cluster that he/she is responsible for. The second and subsequent times the course or cluster of courses is taught, the load is calculated as follows:

- Two faculty team teaching – each credited with  $\frac{2}{3}$  of the credit hours of the course (for a 3CH course, this would be 2CH).

Three faculty team teaching – each credited with ½ of the credit hours of the course (for a 3CH course that would be 1.5CH of load).

- Each faculty member will receive full load credit for the course within the cluster that he/she generally teaches.
- A one-credit hour Learning Communities course will be part of each learning community. Each faculty member involved in teaching a learning community course will receive full load credit or overload pay for that one-credit course each time the learning community is taught.

This formula applies only if there are a minimum of 12 students enrolled in the team-taught section or learning community. If there are fewer than 12 students, the faculty may agree to negotiate the load, assuming that there is sufficient enrollment to offer the course.

When minimum teaching load becomes an issue, deans have discretion in finding instructional alternatives for determining load.

**J. Federation President.**

The Federation President will be given the choice of either three (3) credit hours of release time or three (3) credit hours of overload pay per semester for performing union-related duties. The Federation President will also be given an optional one (1) credit hour of release time or overload pay per semester that can be used by the President or assigned as overload pay to a designee for performing union-related duties. The Federation agrees to pay the College for the credit hours based on the current overload pay rate.

### **K. Learning Enhancement Opportunity.**

A LEO may be granted for the purpose of completing a project that significantly focuses on teaching and learning, such as, but not limited to, a major revision of a course or courses at IVCC. A faculty member is eligible for consideration for a LEO after four consecutive years of full time teaching and will not be eligible for another LEO for an additional three-year period. Accumulation of 30 hours of non-traditional teaching as specified in the contract for sabbatical leaves will also apply to eligibility for a LEO. No more than one faculty member in a discipline or program will be granted a LEO during the same semester. No more than five percent of the faculty will be granted a LEO within an academic year.

A LEO consists of a reduced teaching load during a single semester (for example, only teach two classes, or 6 cr. hrs. whichever is greater), instead of normal 15 credit hour per semester work load. In addition, the faculty member is also released from additional college responsibilities, such as service on committees during the period of the approved LEO. The faculty member, during the semester, will continue to receive full salary compensation and benefits, including seniority.

The faculty member will submit an application for a LEO to his/her dean; approval is required by the dean and the Vice President for Learning and Student Development. The application will include the following:

- Proposed activities and expected outcomes (accomplishments) during the LEO.
- After the LEO is completed, the faculty member will submit a written report (which may include examples of work) to the Vice President for Learning and Student Development outlining what he/she has accomplished.
- Applications for LEOs will be reviewed by deans as a team.

- Application for a LEO must be submitted to the appropriate dean 60 days before the beginning of the semester for which the LEO is proposed.

## **ARTICLE XIV**

### **Union Dues**

**A. Union Dues.** Check-off system for Union dues is available upon written request of the faculty member.

**B. Fair Share.**

1. All employees covered by this Agreement who are not members of the Federation, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Federation shall pay to the Federation each month their fair share of the costs of the services rendered by the Federation that are chargeable to non-members under state and federal law.

2. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Federation, provided, however, that the Federation shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with state law and Labor Board rules. Such certification will include the amount of the fair share fee expressed in a dollar amount and as a percentage of regular Federation dues, the period for which it is assessed. A description of how the fair share fee was calculated, which includes the major categories of expenses incurred by the Federation during the most recent fiscal year, will be made available upon request to non-member employees.

3. The Board shall cooperate with the Federation to ascertain the names of all employee non-members of the Federation from whose earnings the fair share payments shall be deducted, their work locations, and available space to post a notice concerning fair share.

4. The Federation shall cause to be posted a notice concerning their fair share fee information in accordance with the Illinois Educational Labor Relations Act and rules of the Illinois Educational Labor Relations Board.

5. The parties expressly recognize the right of an employee to challenge the amount of the fair share fee through IELRB proceedings. Upon receipt of formal notice of an objection or unfair labor practice charge to the Labor Board, the Federation and the Board, hereby, agree to

comply with Labor Board rules. The Board shall forward the objector's fee or portion of the objector's fee being contested to the Labor Board to be placed in an escrow account pending a decision by the IELRB and any administrative or judicial review thereof; or otherwise pending a mutually agreeable settlement between the Federation and the objector(s). If the employee is entitled to a refund, the employee shall receive such refund plus any interest earned on the refund during pendency of the action pursuant to IELRB procedures.

6. Upon adoption of any Federation internal procedure to review challenges and appeals to its fair share fees, the Federation shall supply the Board with a copy. In addition, the Federation shall advise the Board of subsequent changes therein.

7. The parties expressly recognize their obligations to and the rights of nonmembers based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the Illinois Educational Labor Relations Act. If a nonmember employee declares the right of non-association based upon bona fide religious tenets or teachings of a church or religious body of which the employee is a member, such employee shall be required to pay an amount equal to his or her proportionate share to a nonreligious charitable organization mutually agreed upon by the employee and the Federation. If the employee and the Federation are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the IELRB in accordance with its rules.

8. The Federation shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, judgments, administrative decisions, or other forms of liability (monetary or otherwise), including, but not limited to, attorney fees, court costs and interest that shall arise out of or by reason of any action taken or not taken by the Board for the purposes of complying with any of the provisions of this Article, or in reliance on any list, notice, certification, affidavit, assignment or other information furnished under any of such provisions. If an improper deduction is made and remitted to the Federation, then the Federation shall promptly refund any excess amount directly to the employee involved. The Board will notify the Federation of any written claim, demand, or suit arising from this section.

9. This Article shall in no way be construed to abridge or waive any of the rights, privileges, or protections of non-member employees as provided under applicable state and federal law. All procedures, rights, privileges, and protections contained in this article are established in addition those established by state, federal, and other applicable law. The parties recognize and agree to abide by all state, federal, and other applicable law regarding fair share fees; regardless of whether they, or any language or provision therein, are specifically referenced in this Article.

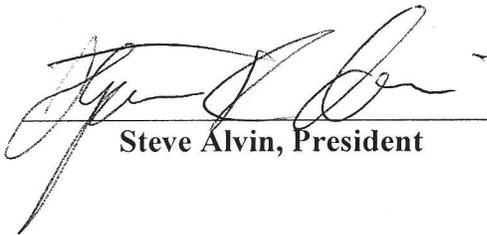
10. If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Federation and the Board

agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

RATIFICATION

Date: August 23, 2011

AMERICAN FEDERATION OF TEACHERS, LOCAL 1810

  
\_\_\_\_\_  
Steve Alvin, President

  
\_\_\_\_\_  
Mike Phillips, Vice-President

BOARD OF TRUSTEES, COMMUNITY COLLEGE DISTRICT 513

  
\_\_\_\_\_  
Dennis Thompson, Chairperson

  
\_\_\_\_\_  
Leslie-Anne Englehaupt, Secretary

LETTER OF AGREEMENT

COMPENSATION FOR CREDIT HOUR INCENTIVE

Community College District 513 (the "College") and the American Federation of Teachers Local 1810 (the Federation) agree that an incentive program for faculty members as a result of increases in credit hours will be jointly developed. The parties agree to establish a sub-committee to address the issues related to this process.

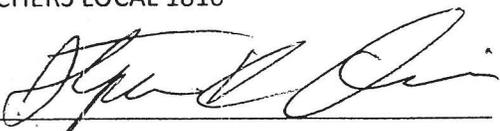
The development, piloting, and recommendations for implementation of this program will be coordinated by the Education Excellence Council.

Recommendations will be brought to the Board of Trustees and the Federation by the end of the 2012 Academic Year for consideration.

AMERICAN FEDERATION OF  
TEACHERS LOCAL 1810

By: \_\_\_\_\_

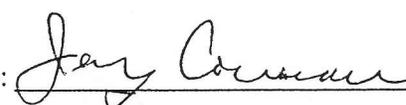
Date: \_\_\_\_\_

  
8/11/11

PRESIDENT  
COMMUNITY COLLEGE DISTRICT 513

By: \_\_\_\_\_

Date: \_\_\_\_\_

  
8/11/11

## Letter of Understanding

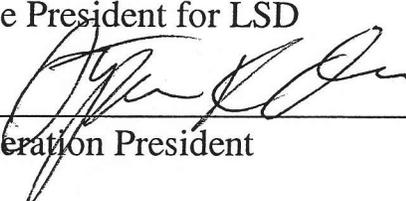
During the first year of the collective bargaining agreement, the following language will be piloted and evaluated by EEC.

The following will be included in the Faculty Handbook:

Faculty Engagement Activities and their corresponding credits earned per semester shall include but are not limited to:

- Serving as the faculty sponsor for a registered student organization (6 hrs)
- Assisting the faculty sponsor of a registered student organization (variable)
- Serving on a college committee or action project team (1 hr per meeting)
  - Monthly meeting (4 hrs)
  - Bi-monthly meetings (2 hrs)
  - Semester meetings (1 hrs)
- Presenting a breakout session at an in-service or development day (2 hrs)
- Presenting a professional development workshop (2 hrs)
- Attending a student performance, athletic event, or function (1 hr)
- Attending a Board of Trustees meeting (1 hr)
- Taking part in a community outreach event sponsored by the College (1 hr)
- Taking part in a campus fundraising event (1 hr)
- Attending a faculty performance or presentation that is not part of an inservice or development day presentation (1 hr)
- Presenting or performing as part of an on-campus event (2 hrs)

Variable hours must be agreed upon in advance by the faculty member and the appropriate Dean. Faculty wishing to have activities not included in this list recognized as meeting a portion of the 15-hour requirement must seek prior approval from their Dean. In the event the Dean does not agree, the faculty member may appeal this decision to the Associate Vice President for Academic Affairs and subsequently to the Vice President for Learning and Student Development.

 _____ Vice President for LSD	<u>7-20-11</u> _____ Date
 _____ Federation President	<u>7/20/11</u> _____ Date