

# Collective Bargaining Agreement

2019-2024

Southwestern Illinois College

Faculty Union Local 4183

and

Southwestern Illinois College

District #522

Belleville – Sam Wolf Granite City – Red Bud

Illinois

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## STATEMENT OF BOARD RIGHTS

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the College District including but not limited to the responsibilities for and the right:

1. To maintain executive management and administrative control of the College District and its properties and facilities and the professional staff;
2. To hire all employees and, subject to the provisions of the law and this Agreement, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
3. 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;
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction;
5. To determine class schedules, non-classroom assignments, the hours of instruction, and the professional duties, responsibilities and assignments of those in the bargaining unit.

It is recognized that the Board normally exercises most of its powers, rights, authorities, duties, and responsibilities through members of the administrative staff.

Except as stated herein, the Board shall not be limited in the exercise of the foregoing powers, rights, authorities, duties and responsibilities nor limited on any right granted the Board by law.

# ACADEMIC FREEDOM

The Board of Trustees of Community College District #522 believes that in a world of change and recurrent crises a college can serve its community best as an open intellectual forum where opinions are freely expressed and fairly debated. The Board of Trustees endorses the principle of academic freedom as stated in the 1940 Statement of Principles on Academic Freedom and Tenure of the American Association of University Professors, Policy Documents and Reports, American Association of University Professors, Washington D.C.; Association of University Professors, 1991, p. 3-4.

- (a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- (b) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
- (c) The college and university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

# ARTICLE 1 – RECOGNITION AND DEFINITIONS

## 1.1 Recognition and Appropriate Bargaining Unit.

The Board recognizes the Southwestern Illinois College Faculty Union , Local #4183 (hereinafter referred to as the Faculty Union) as the sole and exclusive bargaining agent for the bargaining unit consisting of the nine-month and twelve-month full-time faculty employed by Public Community College District #522: instructors, librarians, wellness advocates, Department Chairs and Program Coordinator/Instructors. “Visiting Professors” and other administratively approved, grant/contract-funded employees (instruction or research) under contract for less than two years of continuous service with the College shall not be members of the bargaining unit and will not participate in base load and overload assignments under this agreement. Employment of such individuals beyond the term of the applicable grant/contract shall be subject to Board policies and procedures and the provisions of the Illinois Public Community College Act (110 ILCS 805/3B-1 *et seq.*). Current members of the bargaining unit may participate in administratively approved, grant/contract-funded opportunities in accordance with the provisions of this agreement and without loss of benefits or seniority. Recognition is accorded pursuant to the Illinois Education Labor Relations Act, which shall also govern the terms of this agreement.

### 1.1.1 Seniority.

Seniority is defined for the purposes of this Agreement as a faculty member’s length of continuous service since his last date of hire by the College, however the seniority of a faculty member who occupies an interim administrative position at the College and then returns to faculty status shall be deemed to continue without interruption.

### 1.1.2 Security.

No full-time faculty member shall be dismissed for reason of a reduction in the number of faculty members in the district or as a result of a decision of the Board to discontinue a particular type of teaching service or program if course sections for which the full-time faculty member is qualified are currently being taught by full-time faculty with less seniority or by part-time instructors and there are sufficient course sections available to complete the affected faculty member’s standard load.

## 1.2. No Reprisal Clause.

1.2.1 It shall be lawful for educational employees to organize, form, join, or assist in employee organizations or engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection or bargain collectively through representatives of their own free choice and such employees shall also have the right to refrain from any or all such activities.



1.2.2 The Board and the Administration shall not:

- 1.2.2.1 Interfere, restrain or coerce employees in the exercise of their rights guaranteed under the Illinois Educational Labor Relations Act.
- 1.2.2.2 Dominate or interfere with the formation, existence or administration of any employee organization.
- 1.2.2.3 Discriminate in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any employee organization.
- 1.2.2.4 Discharge or otherwise discriminate against any employee because he or she has signed or filed an affidavit, authorization and petition or complaint or given any truthful information or testimony in any grievance proceeding.

**1.3 Academic Year.**

The Academic Year begins with the first date on the Fall calendar and ends on graduation day. The Academic Year shall not exceed 40 calendar weeks. No nine-month full-time faculty member shall be required to accept base load or overload assignments that exceed the dates of the Academic Year, however, any full-time faculty member may voluntarily accept an overload assignment that falls outside the dates of the Academic Year. Assignments that fall outside the dates of the Academic Year shall be counted as overload in the semester in which ICCB midterm roster requirements place it. Payment for such assignments shall be at the rate earned during the semester assigned and shall be pro-rated throughout the pay periods of the normal semester of assignment. All portions of this document, unless specifically indicated, apply only to the Academic Year. The appropriate faculty-driven committees may propose that the Board permit one day per Fall semester and one day per Spring semester in the academic calendar to be reserved for faculty development, faculty technology or student learning assessment activities and/or divisional, departmental or programmatic meetings. On these dates, no classes shall be held except by request of faculty teaching classes that are regulated by licensure and/or accreditation purposes and must maintain specific hours of student attendance. The Executive Committee of the Faculty Union shall have the opportunity to review the Academic Year calendar, the Aviation Maintenance program calendar, and the Adult Education program calendar prior to their submission by the College President to the Board of Trustees. The Executive Committee of the Faculty Union shall also have the opportunity to provide advice and direction to the President regarding the development and planning for each year's commencement and GED ceremonies.

**1.4. Definitions.**

For the purpose of this Agreement, "full-time faculty" shall be defined as instructors who teach thirty (30) equated hours per Academic Year wellness advocates, who work a forty (40) clock hour work week (in accordance with Section 5.1), librarians who work a forty (40) clock hour work week (in accordance with Section 6.1), and Department Chairs/Program Coordinators/Instructors and other faculty members whose combined teaching load and release time equals thirty (30) equated hours per Academic Year, or other faculty who work a twelve (12) month schedule with a forty (40) clock hour work week. A faculty member who

takes a leave of absence under any of the terms found in Article 14 shall retain his full-time status except as otherwise provided by those terms.

In accordance with this Agreement, the following terms and/or conditions are hereby defined (unless the context indicates otherwise):

#### 1.4.1 Organizational Descriptors.

1.4.1.1 The term “class” denotes a specific section of a course.

1.4.1.2 The term “course” denotes a College division offering with an alpha prefix and a number combination.

1.4.1.3 A department/program area is a collection of related disciplines directed by a Department Chair/Program Coordinator/Instructor and a Dean.

1.4.1.4 The term “discipline” shall mean a set of courses with a common prefix.

1.4.1.5 A division is a collection of related departments/programs directed by a Dean and Chief Officer.

#### 1.4.2 Assignment Descriptors.

1.4.2.1 Lecture, laboratory, art studio and training class periods are regularly 50 minutes of student-teacher contact. Class periods are scheduled by the Chief Academic Officer following consultation with the appropriate Dean.

1.4.2.2 “Lecture hours” are portions of courses with students participating in lecture/discussion-oriented instruction and are assigned one semester credit hour or equivalent for each 15 classroom contact hours of instruction per semester or equivalent (not counting a final exam). The lecture hours of all courses, with the exception of those prefixed AVMT, shall be as listed in the ICCB course master file for District #522.

1.4.2.3 “Laboratory hours” are portions of courses consisting of planned and supervised instruction in which students learn new methods or principles through experimentation, observation, and/or practice. A lab class can occur at the beginning, middle, or end of a particular course of study and may be a specially equipped room designed for experimentation, observation, and/or practice on the college campus or at the worksite. Credit hour determinations for laboratory courses shall be made in accordance with 23 Ill. Adm. Code 1501.309. . A lab final exam may be required at the discretion of the department/discipline or program syllabus for that course. The lab hours of all courses, with the exception of those prefixed AVMT, shall be as listed in the ICCB course master file for District #522.

- 1.4.2.4 “Art studio hours” are planned and supervised instruction in which students learn new methods or principles through experimentation, observation, and/or practice in drawing, painting, photography or ceramics. Credit hour determinations for art studio courses shall be made in accordance with the portion of 23 Ill. Adm. Code 1501.309 that refers to laboratory hours. The studio hours of all ART courses, shall be as listed as lab hours in the ICCB course master file for District #522.
- 1.4.2.5 “Clinical experience or practicums” take place in a hospital or other medical/health facility and either require close supervision/instruction/monitoring by a qualified college instructor or instruction/supervision is shared by a college instructor/supervisor and a qualified employee at the health care facility. Credit hour determinations for clinical practicum courses shall be made in accordance with 23 Ill. Adm. Code 1501.309
- 1.4.2.6 “Supervised internships or practicums” are a course of planned and supervised training which allows the application of theory to actual practice and prepares a student for working independently in a specific career. It takes place at a regular worksite and instruction/supervision is shared by a college instructor/supervisor and a qualified employee at the worksite. Credit hour determinations for internship courses shall be made in accordance with 23 Ill. Adm. Code 1501.309.
- 1.4.2.7 “Unduplicated independent study assignments” normally represent the study by one or more students under the supervision of a single instructor.  
“Unduplicated independent study assignments” do not represent situations in which the student is enrolled in a class that already existed based upon their previous enrollment.
- 1.4.2.8 The term “individual stations” refers to the actual number of functioning computers, experimental locations, occupational equipment or practical places present in a classroom or laboratory. The number of individual stations available for student usage in a classroom does not include “instructor stations” or stations held in reserve in anticipation of equipment failure.

### 1.4.3 Student Contact Hours.

- 1.4.3.1 A “scheduled office hour” represents 50 minutes of availability in which the instructor meets with students at an assigned faculty office and during assigned dates and times during the semester. These office hours shall be scheduled in increments of no less than 25 minutes. An interval between five (5) and ten (10) minutes, subject to the Dean's approval, shall exist between classes and office hours.

1.4.3.2 An “unscheduled office hour” represents 50 minutes of instructor availability in which the instructor meets with students. It shall be clearly understood that an instructor may use unscheduled office hours to grade papers or projects, prepare for class presentations, calculate grades and/or participate in committee meetings, etc.

1.4.3.3 A “virtual office hour” represents the electronic equivalent of a scheduled office hour.

#### 1.4.4 Distance Learning.

1.4.4.1 Distance Learning classes are those classes which use alternative instructional delivery systems rather than a traditional classroom setting.

1.4.4.2 Web-enhanced classes shall refer to classes that utilize the Internet as a significant supplemental resource and interactive tool in the context of a traditional classroom.

1.4.4.3 The term “hybrid classes” refers to classes that utilize the Internet as a resource and interactive tool for approximately 50% of the delivery of a traditional course. The remaining portion of the course is delivered in the physical space of a traditional classroom or laboratory.

1.4.4.4 “On-line classes” shall refer to classes that utilize the Internet as the primary source of access to the course content and communication for the student and faculty member.

1.4.4.5 “Interactive Video conference classes” shall refer to the use of interactive video conferencing for educational programming delivered to other geographic locations that provides for immediate interaction between faculty and student.

#### 1.4.5 Miscellaneous Terms.

1.4.5.1 The masculine gender as used herein shall be deemed to include the feminine gender, unless in the context of the provision concerned the feminine gender is clearly inappropriate.

1.4.5.2 Base load release time is assigned by the appropriate Chief Officer as two 50-minute increments for every one equated hour of release time from normal base load assignment for such activities, but not limited to, duties of a department chair, program coordinator or other faculty-driven coordination role (faculty development and outcomes assessment). One hour shall be scheduled and one hour unscheduled during each week of the semester, starting with the first week of classes and ending with the last day of final exams. For purposes of charging leave for faculty who are assigned base load

release time, 2 hours of release time will be included in the total contact hours per week; however, only 1 hour will be included in the actual contact hours missed.

- 1.4.5.3 Experimental classes and programs shall conform to relevant ICCB guidelines and rules.

## **1.5 Recognition of Union Officer Responsibilities.**

### **1.5.1 Release Time for Union Officers.**

The Board recognizes the responsibility inherent in the positions of President and Chief Negotiator/Grievance Officer (other than the President) of the Faculty Union. Therefore, the Board specifically authorizes the President of the College or designee to consider and assign a total of 9.0 to 12.0 equated hours release time for the Faculty Union President and a total of 9.0 to 12.0 equated hours release time for the Chief Negotiator/Grievance Officer to be utilized during the Academic Year and/or Summer session when requested by the Faculty Union President. The Union President and/or Chief Negotiator/Grievance Officer shall be available for consultation at the request of the President of the College or designee on a regular monthly basis as may be mutually agreed upon or within a reasonable period of response to specific situations of mutual concern.

### **1.5.2 Union Office Space.**

The Board agrees that as space becomes available, and as requested by the Union President, the Administration shall make every effort to assign office space appropriate to accommodate 1-2 Union officers at the Belleville Campus. Should the office space no longer remain available, the Union agrees to vacate the space as quickly as is possible as circumstances permit.

### **1.5.3 Union Business Leave.**

The Board shall grant a leave of absence without loss of salary or benefits to the Union President or a designee to attend one annual meeting of a state or national convention of an organization to which the Union is affiliated. Such leave shall not exceed three (3) days in any one Academic Year. Leave shall be requested of the President of the College or designee at least fifteen (15) days in advance, and shall not conflict with any obligations to students, such as mid-term or final examinations or the timely submission of grades. All meeting expenses shall be covered by the Faculty Union.

### **1.5.4 Use of College Computer Network.**

The Faculty Union shall be granted access to and use of the College computer network and electronic mail systems, including Internet access, which is provided for normal business use of college personnel. Computing equipment and software provided to faculty for the performance of their college duties may be used for Union business. Such access and use are granted at no cost to the Union. The privileges

granted by this section shall not apply to notices or materials that are either partisan-political or inflammatory in nature.

## **1.6 Assessment of Student Learning.**

- 1.6.1 The Union and the College agree that assessment of student learning should be mutually driven and student-oriented.
- 1.6.2 Tools for the assessment of student learning should be developed, administered, and evaluated in collaboration with the faculty.
- 1.6.3 The primary purpose of the assessment process is to focus on improving student learning and enhancing learning experiences for students. With the exception of overall participation, faculty driven studies to measure student learning will not be used as criteria in the evaluation of a faculty member.

## **ARTICLE 2 – NON-INTERRUPTION OF SERVICES**

### **2.1 Prohibited Activity.**

During the term of this Agreement and in return for the terms and conditions set forth in this Agreement, neither the Faculty Union nor any faculty member covered by this Agreement shall instigate, promote, support, engage in, or condone any strike (including sympathy strike), picketing, slowdown, concerted stoppage of work or any other similar intentional concerted interruption of operations at Community College District #522.

### **2.2 Cooperation to End Any Breach.**

Both the Board and the Faculty Union recognize the serious detriment to the paramount interests of the public and the students of the College which would result from a violation of the non-interruption of services provisions of this Agreement, and, accordingly, there shall be cooperation between the parties to immediately end any such activity.

### **2.3 No Lockout.**

During the terms of this Agreement, the Board will not lockout any faculty member covered by this Agreement as a result of a labor dispute.

## **ARTICLE 3 – NINE MONTH TEACHING FACULTY**

### **3.1 Standard Teaching Load and Teaching Overload.**

- 3.1.1 The standard full-time teaching faculty load shall be 30 equated semester hours per Academic Year. Any equated hours greater than 15 in a Fall or Spring semester will be paid as overload.

Faculty may have Fall or Spring loads with a schedule not to exceed 22 equated hours of overload per Academic Year.

Teaching faculty members diagnosed with a serious physical illness or recovering from a serious personal injury may request that the Board assign them a one-semester reduced base load appropriate to the circumstances, a load in which no overload or substitution opportunities shall be applicable. Documentation from the faculty member's attending physician may be required and must acknowledge that the health of the faculty member will permit a reduced base load assignment. The administration shall be guided by the principle of best serving the needs of the affected faculty member's students and the faculty member. The granting or withholding of any reduced base load opportunity shall not be precedential. When a faculty member is assigned a reduced based load, his salary shall be pro-rated accordingly. A faculty member requesting a reduced base load opportunity shall petition the appropriate Chief Officer as quickly as is practical prior to the start of the semester. The administration shall determine if a reduced base load is practical and the final base load assignment. The assignment of a reduced base load shall not affect seniority or advancement on the salary schedule. All reduced base load assignments will be reported to the Union President/Executive Committee.

- 3.1.2 Full-time teaching faculty members may maximize overload. The total teaching overload shall not exceed 27 equated hours including Summer.
- 3.1.3 This section remains subject to the re-opener provisions of Section 12.8 of this Agreement.

### **3.2 Work Load Equated Hours.**

- 3.2.1 All lecture and recitation hours are equated on a one-to-one basis.
- 3.2.2 All laboratory hours shall be calculated at one to one with the exception of the following:
- PE – prefixed classes with lab hours identified in the ICCB master course file = .8  
NE = .8 (Overload at 1 to 1)
- 3.2.3 Courses in the Health Sciences Occupations shall have clinical experience equated at .25 to 1.

- 3.2.4 Supervised internships shall be equated at .2 per student. Unduplicated independent study assignments (those not associated with a regularly scheduled course section) shall be equated at .2 per student.
- 3.2.5 Private Applied Music – For Enrichment courses shall be equated at .3 per student.
- 3.2.6 Private Applied Music – For Music Majors courses shall be equated at .6 per student.
- 3.2.7 In the Art area, studio-lecture hours are equated on a one-to-one basis.
- 3.2.8 In the English area each lecture hour in composition, including rhetoric, remedial and technical writing, and GED courses shall be equated at one and one-third for each contact hour for overload and Summer session. Should an English instructor be assigned more than three different preparations in order to make the standard load, then the equated hours shall be multiplied by one and one-third to determine the actual equated load.

### **3.3 Service and Work Load Standards for Health & Exercise Science Faculty.**

- 3.3.1 The service and work load standards for Health & Exercise Science Faculty shall be as follows:
  - 3.3.1.1 Health & Exercise Science faculty duties include:
    - 3.3.1.1.1 Teaching, developing, and maintaining health and physical education courses;
    - 3.3.1.1.2 Supervising all aspects of the Fitness Center at the assigned campus including fitness center courses, employees, and facility
  - 3.3.1.2 Fitness Center supervision includes the responsibility for the operations of the Fitness Center at the assigned campus for the Academic Year from the first day of the Fall semester through graduation.
  - 3.3.1.3 Base load will consist of 15 equated semester hours. The base load will consist of a combination of Fitness Center hours (equated at .8), physical education lab courses (equated at .8), and health and physical education lecture courses (equated at 1 to 1).
  - 3.3.1.4 Overload assignments for Fall, Spring, and Summer session will consist of additional Fitness Center hours (equated at .8), physical education lab courses (equated at .8) and/or health and physical education lecture courses (equated at 1 to 1).



- 3.3.1.5 Health & Exercise Science faculty will schedule office hours in accordance with Section 10.1.
- 3.3.1.6 To facilitate the supervisory duties associated with the Fitness Center, Health & Exercise Science Faculty, not serving as the department chair, shall receive a minimum of 2 hours release time in both the Fall and Spring semesters and a minimum of 1 hour during the Summer session if the Fitness Center is in operation.
- 3.3.1.7 Each full-time Health & Exercise Science faculty shall have the option of working during the break between semesters or the break between a semester and the Summer session and receive a stipend of \$125 for each day (five hours minimum) worked, provided that the faculty member is scheduled to work during the following semester/session. This opportunity is strictly voluntary and dependent upon the needs of the program or department and the approval of the Dean. The specific days of work and the duties performed by each faculty member shall be developed cooperatively by the Dean and Department Chair prior to the beginning of each break period with the approval of the Chief Academic Officer.

Compensation under this section remains subject to the provisions of Section 12.8 of this Agreement.

## ARTICLE 4 – TWELVE-MONTH TEACHING FACULTY – AVMT

The service and work load standards for AVMT faculty shall be as follows:

- 4.1 Each AVMT faculty member will be employed on a twelve-month basis following the Aviation Maintenance Calendar approved by the Board of Trustees. AVMT faculty members shall work a 40 clock-hour work week between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday. Two 15-minute breaks and thirty minutes of unpaid lunch may be taken at the discretion of the AVMT faculty member in accordance with the faculty-developed training schedule that conforms to the guidelines of the FAA. Breaks shall be appropriate to the day's schedule of activities.
- 4.2 AVMT faculty members shall start and end their five (5), 10-week terms in accordance with the Aviation Maintenance Calendar approved by the Board of Trustees. AVMT faculty members shall not participate in Fall or Spring "opening week" activities that remove them from their FAA teaching responsibilities except with the prior permission of the Dean (designee).
- 4.3 The standard teaching load of the entire AVMT faculty will consist of 1904 hours of approved FAA instruction organized in five (5), approximately 10-week sessions,

scheduled in accordance with the Board-approved calendar for the Aviation Maintenance Technology program. The standard teaching load consists of a combination of FAA-approved hours of lecture and laboratory. For the standard AVMT teaching load, AVMT faculty shall be compensated at 1.48 times their placement on the salary schedule.

- 4.4 Full-time AVMT faculty members may maximize available overload if they meet the MIRs established in other programs or departments in accordance with the provisions of Sections 8.1, 8.4 and 8.5 of this Agreement. Overload assignments must be scheduled outside the normal 40-hour work week assigned to the AVMT faculty member.
- 4.5 AVMT faculty will provide their students with 5 scheduled office hours and 2.5 hours of unscheduled student appointment time per each week that classes are in session.
- 4.6 The actual daily work schedules and assigned tasks for the AVMT faculty will be determined by the Dean (designee) to meet the needs of this FAA-approved program and the students it serves.
- 4.7 AVMT faculty duties include:
  - 4.7.1 Teaching, developing, and maintaining AVMT courses in accordance with Federal Aviation Administration guidelines and approvals;
  - 4.7.2 Providing all aspects of the FAA – approved program at the assigned campus including delivery of AVMT courses in the classroom and/or laboratory setting, the maintenance of the program's instructional equipment and oversight of the program's students;
  - 4.7.3 Primary AVMT faculty member duties, under the direct supervision of their divisional Dean and/or program coordinator shall follow those of other teaching faculty found in Section 11.2 of this Agreement.
- 4.8 Vacation:
  - 4.8.1 AVMT faculty working on a 12-month basis shall be entitled to fifteen (15) days' vacation as provided herein.
  - 4.8.2 Vacations shall be scheduled insofar as practicable at the times most desired by each employee subject to approval by the appropriate Dean.
  - 4.8.3 Vacation leave days may accumulate to a maximum of thirty (30) days as of September 20 of each year. If more than thirty (30) days have been accumulated as of September 30, then the faculty member shall earn no more vacation until that month in which the faculty member has used the vacation days in excess of thirty (30) days. The intent of this sub-section is to place a

limit on the accumulated vacation balance and payout. In the event that a faculty member who has accumulated a vacation balance in excess of thirty (30) days has his request for vacation leave denied by the Coordinator/Instructor or Dean, this maximum accumulation rule shall be waived until a mutually satisfactory vacation schedule is developed.

- 4.9 AVMT teaching faculty are required to attend the Spring graduation ceremony unless they have already instructed for eight hours on that day. No AVMT faculty member will be docked a day of personal leave or equivalent salary for missing graduation, having already worked that day.
- 4.10 AVMT faculty who are required under FAA rules to provide make-up instruction for absentee students outside of their scheduled hours will be compensated at the rate for substitute teaching found in Section 12.9. The AVMT faculty member must submit the compensation form found in Appendix G of this Agreement.
- 4.11 Upon approval by the Dean, full-time AVMT faculty members may use office hours to substitute for each other, provided that the office hours missed are rescheduled at a time outside of the faculty member's assigned 40 hour work week.

Compensation under this section remains subject to the provisions of Section 12.8 of this Agreement.

## ARTICLE 5 – Wellness Advocates

- 5.1 Each Wellness Advocate will work a 40 clock-hour work week between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. Two fifteen-minute breaks will be provided each day and thirty minutes per day will be provided for a paid lunch break and included as part of the 40 clock-hour work week. One fifteen-minute break is available between 8:00 a.m. and 11:00 a.m. and one fifteen-minute break is available between 2:00 p.m. and 4:00 p.m. Breaks may not be combined or utilized to increase the length of the paid lunch hour. Under normal circumstances, lunch should be scheduled between 11:30 a.m. and 1:00 p.m. Additional unpaid time for lunch may be scheduled by the wellness advocate with the approval of the Dean (designee). Under normal circumstances, the additional unpaid time should be made up on the same day by extending that individual's work day by an equivalent period of time. The Dean (designee) must approve the request and the extension of the work day in advance of its occurrence. Breaks may not be combined in any manner to suggest that a wellness advocate may arrive late or leave early within the hours of his assignment.
- 5.2 Effective with the start of the 2016-2017 Academic Year, each wellness advocate will be employed on a nine-month basis following the Academic Calendar approved by the

Board of Trustees and shall be paid from the base salary schedule with the option of working either full-time or part-time during the two-month Summer session as an overload. Wellness Advocates shall start their Fall and Spring semester work assignments on the first day of each semester's "opening week" and shall complete their work assignment with the last date of that semester's final exams. Wellness Advocates shall not participate in Fall or Spring "opening week" activities that remove them from the Wellness Advocate's Office except with the prior permission of the Dean (designee).

- 5.3 Wellness Advocate faculty members are required to attend either the Spring graduation ceremony or the GED graduation ceremony but not both. They shall inform their Dean (designee) of their selection prior to the start of the College's Spring break.
- 5.4 Overload assignments for wellness advocate faculty shall be as follows:
  - 5.4.1 Full-time wellness advocate faculty members may maximize available overload. The total wellness advocate overload shall not exceed 10 equated hours in the Fall semester, nor shall it exceed 10 equated hours in the Spring semester, nor shall it exceed 11 equated hours in the Summer session. The total wellness advocate overload will be limited to 27 equated hours including Summer.
  - 5.4.2 When the administration has created wellness advocate overload assignments through its scheduling of wellness advocate hours, it will announce these overload opportunities to the wellness advocate faculty ten (10) weeks prior to the start of the next academic term. The wellness advocate shall indicate their overload preferences no later than eight (8) weeks prior to the start of the next academic term. Failure to request an overload assignment during the time frame described above will forfeit that wellness advocate's right of assignment for the academic term.
  - 5.4.3 The full-time wellness advocate faculty shall have first right of refusal for the overload assignments, in seniority order. Other non-full-time wellness advocate faculty will be utilized only when no full-time wellness advocate faculty have expressed an interest in the overload assignment.
  - 5.4.4 The Academic Year overload assignments, given the nature of the wellness advocate scheduled hours of operation, will be somewhat flexible; that is, they may consist of 2 or 4 clock hours or some other duration of time to fit the overall scheduling of wellness advocate hours. These assignments will be equated at .8 per clock hour and will be paid at the overload rate of pay.
  - 5.4.5 The full-time Summer session overload shall consist of 8 weeks of assigned duty with 40 hours per week, with one-half hour of paid time for lunch each day. The full-time Summer session will be compensated at 11 equated semester credit hours times the overload rate of pay. Wellness advocates shall start their

Summer session work assignment on the first day of the Summer session as identified in the appropriate Academic Calendar and shall complete their work assignment with the last date of that session's final exams. Scheduled school holidays or official school closures will not be made up by the wellness advocate.

- 5.4.6 The part-time Summer session overload shall consist of 8, 16, 24, or 32 hours per week for 8 weeks. A consecutive 8-hour shift shall include paid time for breaks as specified in 5.1 above. The part-time Summer session will be compensated as follows:

8 hrs/wk: 2.2 equated semester hours times the overload rate of pay  
16 hrs/wk: 4.4 equated semester hours times the overload rate of pay  
24 hrs/wk: 6.6 equated semester hours times the overload rate of pay  
32 hrs/wk: 8.8 equated semester hours times the overload rate of pay

Additional part-time Summer session overload may consist of 4, 8, 16, 24, 32 or 40 hours per week for 4 or 6 weeks. These part-time "mini" Summer sessions will be equated at .8 per clock hour and will be paid at the overload rate of pay.

- 5.4.7 Overload schedules shall not be changed, altered or amended without the prior permission of the Dean (designee). Wellness Advocates must select from the assignments packaged by the Administration.
- 5.5 The actual daily work schedules and assigned tasks for the wellness advocate faculty will be determined by the Dean (designee) to meet the needs of the students it serves. Wellness advocates shall refer all requests for services that might take them out of the Wellness Advocate Office and/or off campus to the Dean (designee). Prior approval by the Dean (designee) must be obtained before any wellness advocate faculty deviates from the daily work schedule and assigned tasks.
- 5.6 Wellness advocate faculty provide services to students to assist with crisis intervention, short-term individual therapy, academic issues, test anxiety, consultation, community resources, and referrals. Services are available by appointment, as well as on a walk-in basis in the event of an emergency.

Primary wellness advocate duties shall include the following:

- 5.6.1 Provide crisis intervention and critical incident debriefing.  
5.6.2 Provide institutional wellness services including follow up and referral appointments to college departments and community agencies.  
5.6.3 Develop partnerships with local community agencies to foster two-way networking and on-going referrals to address individual needs as well as federal and state mandates; serves as a member of the Campus Violence Prevention Team.

- 5.6.4 Works with groups of students in effective skill development and to develop a psychological support base for those students needing this form of assistance.
  - 5.6.5 Works with teams of staff to focus a variety of expertise on particular student and institutional services.
  - 5.6.6 Serves as a member of the CBITAT Team, and follows up with identified students to document case notes in college tracking systems.
  - 5.6.7 Develops, coordinates and provides on-going education/awareness programming and campaigns to include, but not limited to drug and alcohol awareness, violence against women (domestic abuse, stalking sexual assault), climate assessment activities and healthy lifestyles based on institutional compliance addressing diverse and targeted populations and other identified needs.
  - 5.6.8 Maintains appropriate records of all student interactions utilizing college-designated software.
  - 5.6.9 Assists with accreditation and assessment activities as assigned.
  - 5.6.10 Participates in professional development to maintain required licensure as well as Confidential Advisor status as defined under applicable Illinois law.
  - 5.6.11 Serves on assigned committees such as Violence Prevention, Drug & Alcohol Substance Abuse, Sexual Assault Response Team/Sexual Assault Task Force.
  - 5.6.12 Performs a variety of other professionally-related duties as may be assigned.
  - 5.6.13 Maintains appropriate records of all institutional activities to which assigned and files reports on behalf of the institution to local, state or national agencies as may be required by law or other requirement.
- Conducts, monitors and analyzes surveys to assess effectiveness of institutional programming.
  - Ensures annual goals are met in the areas of community presentations, professional training, and campaign programs.
  - In collaboration with Public Safety prepares and monitors required internal and external reporting e.g.: Climate Survey, Biennial Review and Core Survey.
  - Assists in providing training to faculty and staff regarding social service and educational programming.

Compensation under this section remains subject to the provisions of Section 12.8 of this Agreement.

## ARTICLE 6 – LIBRARIANS

- 6.1 Each librarian will work a 40 clock-hour work week between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Two fifteen-minute breaks will be provided each day and thirty minutes per day will be provided for a paid lunch break and included as part of the 40 clock-hour work week. One fifteen-minute break is available between 8:00 a.m.

and 11:00 a.m. and one fifteen-minute break is available between 2:00 p.m. and 4:00 p.m. Breaks may not be combined or utilized to increase the length of the paid lunch hour. Under normal circumstances, lunch should be scheduled between 11:30 a.m. and 1:00 p.m. with no more than one full-time librarian out of the office at any one time. Additional unpaid time for lunch may be scheduled by the librarian with the approval of the Executive Director of Information Technology. Under normal circumstances, the additional unpaid time should be made up on the same day by extending that individual's work day by an equivalent period of time. The Executive Director of Information Technology (designee) must approve the request and the extension of the work day in advance of its occurrence. Breaks may not be combined in any manner to suggest that a librarian may arrive late or leave early within the hours of his assignment.

- 6.2 Effective with the start of the 2014-2015 Academic Year, each librarian will be employed on a nine-month basis following the Academic Calendar approved by the Board of Trustees and shall be paid from the base salary schedule with the option of working either full-time or part-time during the two-month Summer session as an overload. Librarians shall start their Fall and Spring semester work assignments on the first day of each semester's "opening week" and shall complete their work assignment with the last date of that semester's final exams. Librarians shall not participate in Fall or Spring "opening week" activities that remove them from the Library except with the prior permission of the Executive Director of Information Technology (designee).
- 6.3 Librarians are required to attend either the Spring graduation ceremony or the GED graduation ceremony but not both. They shall inform their Executive Director of Information Technology (designee) of their selection prior to the start of the College's Spring break.
- 6.4 Overload assignments for librarians shall be as follows:
  - 6.4.1 Full-time librarian faculty members may maximize available overload. The total librarian overload shall not exceed 10 equated hours in the Fall semester, nor shall it exceed 10 equated hours in the Spring semester, nor shall it exceed 11 equated hours in the Summer session. The total librarian overload will be limited to 27 equated hours including Summer.
  - 6.4.2 When the administration has created librarian overload assignments in the Library through its scheduling of librarian hours, it will announce these overload opportunities to the librarian faculty ten (10) weeks prior to the start of the next academic term. The librarians shall indicate their overload preferences no later than eight (8) weeks prior to the start of the next academic term. Failure to request an overload assignment during the time frame described above will forfeit that librarian's right of assignment for the academic term.
  - 6.4.3 The full-time librarian faculty shall have first right of refusal for the overload assignments, in seniority order. Other non-full-time librarian faculty will be

utilized only when no full-time librarian faculty have expressed an interest in the overload assignment.

- 6.4.4 The Academic Year overload assignments, given the nature of the scheduled hours of operation of the Library, will be somewhat flexible; that is, they may consist of 2 or 4 clock hours or some other duration of time to fit the overall scheduling of librarian hours. These assignments will be equated at .8 per clock hour and will be paid at the overload rate of pay.
- 6.4.5 The full-time Summer session overload shall consist of 8 weeks of assigned duty with 40 hours per week, with one-half hour of paid time for lunch each day. The full-time Summer session will be compensated at 11 equated semester credit hours times the overload rate of pay. Librarians shall start their Summer session work assignment on the first day of the Summer session as identified in the appropriate Academic Calendar and shall complete their work assignment with the last date of that session's final exams. Scheduled school holidays or official school closures will not be made up by the librarian.
- 6.4.6 The part-time Summer session overload shall consist of 8, 16, 24, or 32 hours per week for 8 weeks. A consecutive 8-hour shift shall include paid time for breaks as specified in 6.1 above. The part-time Summer session will be compensated as follows:
  - 8 hrs/wk: 2.2 equated semester hours times the overload rate of pay
  - 16 hrs/wk: 4.4 equated semester hours times the overload rate of pay
  - 24 hrs/wk: 6.6 equated semester hours times the overload rate of pay
  - 32 hrs/wk: 8.8 equated semester hours times the overload rate of pay
- 6.4.7 Overload schedules shall not be changed, altered or amended without the prior permission of the Executive Director of Information Technology (designee). Librarians must select from the assignments packaged by the Administration.
- 6.5 The actual daily work schedules and assigned tasks for the librarian faculty will be determined by the Executive Director of Information Technology (designee) to meet the needs of the Library and the students it serves. Librarians will refer all requests for services that might take them out of the Library and/or off campus to the Executive Director of Information Technology (designee). Prior approval by the Executive Director of Information Technology (designee) must be obtained before any librarian faculty deviates from the daily work schedule and assigned tasks.
- 6.6 Librarian faculty provide academic support services to students and teaching faculty members. Services are available by appointment as well as on a walk-in basis during the Library's normal hours of operation.



Primary librarian duties, under the direct supervision of the Executive Director of Information Technology , shall include the following:

- 6.6.1 Reviews and selects printed and non-book materials for the library collection; processes requisitions to purchase materials.
- 6.6.2 Reviews, selects, and recommends library electronic database acquisitions.
- 6.6.3 Supervises the acquisition of library materials and supplies.
- 6.6.4 Catalogs books and non-book materials; oversees technical processing.
- 6.6.5 Supervises the preparation and processing for circulation of books, periodicals, and other instructional materials.
- 6.6.6 Supervises the circulation and retrieval of library materials.
- 6.6.7 Supervises students and patrons in the library and enforces library rules and regulations.
- 6.6.8 Provides both formal and informal instruction and information literacy for students to help them learn and meet their educational goals in the use of library resources and services.
- 6.6.9 Provides reference service to library patrons, students, and faculty.
- 6.6.10 Provides support to library patrons, students, and faculty with the integrated library system and electronic databases.
- 6.6.11 Provides assistance to library patrons, students, and faculty members in their selection of library materials.
- 6.6.12 Prepares book lists and lists of non-book materials.
- 6.6.13 Develops, maintains, and oversees the library web pages and library instructional handouts.
- 6.6.14 Assists in the preparation of reports on library activities and resources; participates in outcomes assessment processes as appropriate.
- 6.6.15 Directs, trains, and supervises library personnel and the duties of library technicians, library services assistants, and student workers.
- 6.6.16 Interprets the library's online catalog for students.
- 6.6.17 Develops and maintains good relations with other departments of the College and with individual members of the faculty.
- 6.6.18 Provides public services for students and patrons; works with diverse populations.
- 6.6.19 Participates in faculty and professional organizations.
- 6.6.20 Submits required reports.
- 6.6.21 Assists with accreditation and assessment activities as assigned.
- 6.6.22 Performs a variety of other professionally-duties as may be directed by the Executive Director of Information Technology.

Compensation under this section remains subject to the provisions of Section 12.8 of this Agreement.

## ARTICLE 7 – DEPARTMENT CHAIRS AND PROGRAM COORDINATORS

## **7.1 Department Chairs.**

### **7.1.1 Department Chairs.**

#### **7.1.1.1 Department Chairs will be established for the following departments:**

Behavioral Sciences (ANTH, PSYC, PHIL SOC)  
Business (ACCT, BUS & ECON)  
Fine and Performing Arts (COMM, MUS, ART, Languages & THEA)  
Health & Exercise Science (HLTH & PE)  
English & Film (ENG, FILM, LIT)  
Biology (BIOL)  
Mathematics (MATH)  
Physical Sciences (ATY, CHEM, ENGR, ES & PHYS)  
Social Sciences (GEOG, HIST & POLS)

#### **7.1.1.2 An Assistant Department Chair will be established for the following department:**

Mathematics (MATH)

### **7.1.2. Selection.**

#### **7.1.2.1 Department Chair**

The Department Chair will be recommended by the department faculty to the Division Dean and appointed by the Chief Academic Officer.

The Department Chair will be selected in the following manner. The department faculty will elect one of its members by March 1<sup>st</sup> and will recommend that person as a candidate for the position of Department Chair to the Division Dean for consideration by the Dean and the Chief Academic Officer . If the recommended candidate is rejected, the department faculty will have the opportunity to elect and recommend another candidate for consideration by the Dean and the Chief Academic Officer. The appointment to the position of Department Chair is a two-year appointment with the term beginning on the first date on the Fall calendar following their appointment. Vacancies that occur within the normal two-year cycle of appointment will be filled in a similar manner for the period of time remaining on the original appointment.

#### **7.1.2.2 Assistant Department Chair**

The Assistant Department Chair will be selected in the same manner as above, after the Department Chair is selected. The recommendation, approval process, and length of the appointment will be the same as for the Department Chair.

### 7.1.3 Responsibilities of Department Chairs and Assistant Department Chairs.

#### 7.1.3.1 Department Chairs

Department Chair responsibilities include the following. The specific activities carried out by the Department Chairs during the semester will be developed cooperatively between the Department Chair/ Assistant Department Chair, the Division Dean, and the Chief Academic Officer.

- 7.1.3.1.1 Within the relevant department updates programs, disciplines, and courses, and, assists with the development of new courses or curricula.
- 7.1.3.1.2 Manages the department's laboratories, recommends purchases, maintains and inventories supplies and laboratory equipment when appropriate.
- 7.1.3.1.3 Assists the Dean with the development of course schedules and the identification, hiring, and supervision of full- and part-time faculty and staff.
- 7.1.3.1.4 Assists the Dean in faculty evaluation, the assessment of student learning and the improvement of instruction.
- 7.1.3.1.5 Facilitates the department's textbook selection process.
- 7.1.3.1.6 Advises and assists in the academic placement of students within the courses of the department.
- 7.1.3.1.7 Schedules and chairs departmental meetings.
- 7.1.3.1.8 Assists the Dean in the preparation of federal and state reports.
- 7.1.3.1.9 Performs other departmental duties as required by the Dean.
- 7.1.3.1.10 Teaches sufficient course load so that in addition to the release time provided for the academic department activities indicated above, the faculty member has a full workload each semester in accordance with the workload formulae provided in the faculty contract.

7.1.3.1.11 In accordance with Section 1.1, Department Chairs are members of the full-time faculty and are not administrative positions.

#### 7.1.3.2 Assistant Department Chair

Assistant Department Chair responsibilities include the following. The specific activities carried out by the Assistant Department Chair during the semester will be developed cooperatively between the Assistant Department Chair, the Department Chair, the Division Dean, and the Chief Academic Officer.

7.1.3.2.1 Assists the department chair in managing the department's laboratories, recommending purchases, maintaining and inventorying supplies and laboratory equipment when appropriate.

7.1.3.2.2 Assists the department chair in faculty evaluation, the assessment of student learning and the improvement of instruction.

7.1.3.2.3 Assists the department chair in facilitating the department's textbook selection process.

7.1.3.2.4 Advises and assists in the academic placement of students within the courses of the department.

7.1.3.2.5 Assists the department chair in the preparation of federal and state reports.

7.1.3.2.6 Performs other departmental duties as required by the Dean.

7.1.3.2.7 Teaches sufficient course load so that in addition to the release time provided for the academic department activities indicated above, the faculty member has a full workload each semester in accordance with the workload formulae provided in the faculty contract.

7.1.3.2.8 In accordance with Section 1.1, the Assistant Department Chair is a member of the full-time faculty and is not an administrative position.

#### 7.1.4 Release Time for Department Chairs and Assistant Department Chair.

##### 7.1.4.1 Department Chairs

In order to provide time for faculty members appointed to the position of Department Chair to carry out the responsibilities of the position, the College will provide release time in the form of equated hours. (See Section 1.4.5.2 for the definition of base load release time). The total workload of the

Department Chair including release time, instructional load and overload, in an academic year shall not exceed the maximum workload for the academic year described in Section 3.1.

Release time will be negotiated for each department between the Department Chair, the Division Dean and the Chief Academic Officer using the following guidelines:

7.1.4.1.1 Fall and Spring Semesters

Release time will consist of a minimum of six (6) equated hours and a maximum of sixteen (16) equated hours for each semester. Note: Release time for the chair of Health & Exercise Science will consist of a minimum of three (3) equated hours and a maximum of four (4) equated hours for each semester.

7.1.4.1.2 Summer Session

Release time will consist of not less than three (3) or more than eleven (11) equated hours unless receiving release time within this range would result in the Department Chair's annual workload exceeding the maximum workload described in Section 3.1 of the Agreement. Note: Release time for the chair of Health & Exercise Science will consist of not less than two (2) or more than three (3) equated hours unless receiving release time within this range would result in the department chair's annual workload exceeding the maximum workload described in Section 3.1 of the Agreement.

If awarding the minimum of two (2) equated hours would result in the Department Chair workload exceeding the maximum allowed, the Department Chair shall receive fewer than two (2) equated hours up to but not more than the maximum workload.

It is understood that the Department Chair is required to be available for the Summer session.

The Department Chair workload will be reviewed each semester to ensure that release time is appropriate for the assignment for the upcoming semester.

7.1.4.2 Assistant Department Chair:

In order to provide time for the faculty member appointed to the position of Assistant Department Chair to carry out the responsibilities of the position, the College will provide release time in the form of equated hours. (See Section 1.4.5.2 for the definition of base load release time). The total workload of the Assistant Department Chair including release time, instructional load and

overload, in an academic year shall not exceed the maximum workload for the academic year described in Section 3.1.

Release time will be negotiated for each department between the Assistant Department Chair, the Division Dean and the Chief Academic Officer using the following guidelines:

**7.1.4.2.1 Fall and Spring Semesters**

Release time will consist of a minimum of four (4) equated hours and a maximum of six (6) equated hours for each semester.

**7.1.4.2.2 Summer Session**

Release time will consist of not less than one (1) equated hour or more than three (3) equated hours unless receiving release time within this range would result in the Assistant Department Chair's annual workload exceeding the maximum workload described in Section 3.1 of the Agreement.

If awarding the minimum of one (1) equated hour would result in the Assistant Department Chair workload exceeding the maximum allowed, the Assistant Department Chair shall receive fewer than one (1) equated hour up to but not more than the maximum workload.

It is understood that the Assistant Department Chair is required to be available for the Summer session.

The Assistant Department Chair workload will be reviewed each semester to ensure that release time is appropriate for the assignment for the upcoming semester.

## **7.2 Program Coordinators/Instructors.**

Program Coordinators/Instructors will be established by the Board to facilitate successful occupational or special purpose programs.

**7.2.1 Responsibilities of Program Coordinators/Instructors.**

Program Coordinator/Instructor responsibilities may include the following. The specific activities carried out by the Program Coordinator/Instructor during the semester will be developed cooperatively between the Program Coordinator/ Instructor, the division Dean, and the Chief Academic Officer.

The specific responsibilities or functions of Program Coordinators/Instructors of special projects or activities such as faculty development or outcomes assessment will be developed cooperatively between the Coordinator/Instructor, the appropriate faculty steering committee and the Chief Academic Officer.

- 7.2.1.1 Oversees the organization, administration, periodic review, continued development and general effectiveness of the educational program; this shall be the Program Coordinator/Instructor's primary responsibility.
- 7.2.1.2 Creates, updates and revises relevant program(s), degrees, certificates and courses.
- 7.2.1.3 Manages the program's dedicated classrooms, laboratories and clinical or internship components; recommends purchases, maintains, and inventories supplies and laboratory equipment when appropriate.
- 7.2.1.4 Secures, visits and/or evaluates clinical or internship sites as appropriate to the needs of the program's students.
- 7.2.1.5 Assists the Dean with the development of course schedules and the identification, hiring, and supervision of full-time and part-time faculty and staff.
- 7.2.1.6 Assists the Dean in faculty evaluation, the assessment of student learning and the improvement of instruction.
- 7.2.1.7 Facilitates the program's textbook selection process.
- 7.2.1.8 Advises and assists in the academic placement of students within the courses of the program curricula.
- 7.2.1.9 Schedules and chairs program faculty or staff meetings and facilitates the occupational advisory committee process for relevant programs.
- 7.2.1.10 Assists the Dean in the preparation of federal, state and accreditation reports as applicable to the program.
- 7.2.1.11 Maintains records of the program's student/graduate performance in a secure location if required by regulatory or accrediting agencies.
- 7.2.1.12 Advises students regarding admission, academic progress and graduation requirements upon entry and throughout the program and maintains student privacy and confidentiality.
- 7.2.1.13 Assists with recruitment, admission and retention efforts associated with the program's students.
- 7.2.1.14 Performs all the duties of a full-time faculty member.

7.2.1.15 Performs other program duties as required by the Dean and regulatory or accrediting agencies. The Program Coordinator / Instructor's responsibility shall not be adversely affected by educationally unrelated functions.

7.2.1.16 Teaches sufficient course load so that in addition to the release time provided for the program activities indicated above, the faculty member has a full workload each semester in accordance with the workload formulae provided in this collective bargaining agreement.

7.2.1.17 In accordance with Section 1.1 Program Coordinators/Instructors are members of the full-time faculty and are not administrative positions.

#### 7.2.2 Release Time for Program Coordinators/Instructors:

In order to provide time for faculty members hired and/or appointed to the position of Program Coordinator/Instructor to carry out the responsibilities of the position, the College will provide release time in the form of equated hours. (See Section 1.4.5.2 for the definition of base load release time). The total workload of the Program Coordinator/Instructor including release time, instructional load and overload, in an academic year shall not exceed the maximum workload for the academic year described in Section 3.1.

Release time will be negotiated for each program between the Program Coordinator/Instructor, the Division Dean and the Chief Academic Officer using the following guidelines:

##### 7.2.2.1 Fall and Spring Semesters

Release time will consist of no less than a minimum of three (3) equated hours and a maximum of sixteen (16) equated hours for each semester.

##### 7.2.2.2 Summer Session

Release time will consist of not less than two (2) equated hour or more than eleven (11) equated hours unless receiving release time within this range would result in the Program Coordinator/Instructor's annual workload exceeding the maximum workload described in Section 3.1 of the Agreement.

It is understood that the Program Coordinator/Instructor is required to be available for the Summer session. It is further understood that in those programs governed by regulatory or accrediting requirements it may be necessary for the Program Coordinator/Instructor to assign or accomplish certain program responsibilities through other members of the program's faculty. Such responsibilities shall be clearly identified in job vacancy announcements at the time the Board advertises to fill such positions.



The Program Coordinator/Instructor's workload will be reviewed each semester by the Program Coordinator/Instructor, the Division Dean and the Chief Academic Officer to ensure that release time is appropriate for the assignment for the upcoming semester.

## ARTICLE 8 – ASSIGNMENTS AND SENIORITY

### 8.1 Assignment to Department or Program.

Teaching Faculty shall be assigned to the departmental or occupational program in which they do the major portion of their teaching; however, some instructors may have teaching assignments in other departments or programs if approved by the Chief Academic Officer and thus assume responsibilities in the other area(s) accordingly.

### 8.2 Maximum Class Size.

Maximum class size not otherwise specified in this section will be determined by the Chief Academic Officer after consultation with the appropriate full-time faculty, Department Chair/Program Coordinator/Instructor and Division Dean. If the Chief Academic Officer finds it necessary to render a decision which is in contrast to the written recommendation of the department, discipline, program or division, he will furnish details to support his decision. The maximum class size may vary within sections of a specific course due to the size, configuration, or availability of space. Regulatory and accrediting agency requirements may also impact the determination of class size. In all classroom and laboratory sessions, the maximum class size shall not exceed the number of individual student stations available. The maximum class sizes below shall be followed as stated, unless mutually agreed upon with the instructor and approved by the Executive Committee.

8.2.1 The maximum class size in all ENG-prefixed courses shall be 20 students.

8.2.2 The maximum class size in all COMM 151 - courses shall be 22 students.

8.2.3 The maximum class size shall be 30 students for all other courses taught in the English and Film Department with the exception of Film 115 Film Appreciation which shall be 50 students

8.2.4 The maximum class size shall be 30 students for all other courses taught in the Languages, Communications, and Philosophy.

8.2.5 The maximum class size shall be 50 students for all ART or MUS appreciation classes.

8.2.6 The maximum class size in the disciplines of Astronomy, Biology, Chemistry, Earth Science, Engineering and Physics shall be 24 students

8.2.7 The maximum class size shall be 90 in the discipline of HES for fitness lab courses.

### **8.3 Standard (Base) Load Teaching Assignment Procedure.**

8.3.1 The College has the right to initially employ full-time faculty members at any of its campuses and at any of its extension centers. However, once so employed, no full-time faculty member may be assigned a class at another campus or extension center without his approval, except to make a standard (base) load and provided that no sections, taught by less senior or part-time employees, are available to make his standard (base) load at the assigned center of employment.

8.3.2 When a vacancy occurs on another campus in the discipline or occupational program to which a tenured faculty member has been assigned, a faculty member seeking to move to that campus shall be given the right of first refusal for the position prior to the job being posted. This right of first refusal shall be available to faculty on a seniority basis. The Board reserves the right to grant re-assignment to a non-tenured faculty member when it determines that special circumstances exist that may benefit the discipline/program to which the faculty member is assigned.

8.3.3 A faculty member may be assigned no more than two evenings a week without his consent as part of his standard (base) load.

The College has the prerogative to employ full-time faculty in an evening program provided that no current full-time faculty member shall be forced to work in an evening program without his consent and that any future position for an evening program will be clearly identified as such at the time of posting.

8.3.4 Sections that comprise a faculty member's standard (base) load will begin and end within a seven (7) hour time period, with the exception of clinical assignment(s) which can exceed a seven (7) hour time period. This seven (7) hour limit can be waived only with the mutual consent of the faculty member and the administration or if associated with clinical assignment.

8.3.5 No more than two online classes may be assigned as part of base load, provided that the faculty member volunteers for such an assignment and places his request in writing to the appropriate Dean/Director.

8.3.6 Standard load assignments shall be processed according to the following steps:

8.3.6.1 The College administration shall draft tentative class schedules;

8.3.6.2 Each instructional Dean/Director will meet with his department chairs or program coordinators regarding such tentative schedules for their respective department(s) or program(s);

8.3.6.3 If any problems arise, the appropriate Dean/Director and faculty members will try to resolve any such problems. In the event of conflicts in teaching preferences by faculty members, seniority will be a major consideration; (If an individual faculty member has further concerns, they may be appealed to the appropriate Dean/Director).

8.3.6.4 If the problems cannot be worked out, the College administration reserves the right, in accordance with the Statement of Board Rights in this Agreement, to make the final scheduling decisions.

8.3.7 Hybrid and online courses may be assigned as part of base load, provided that the faculty member volunteers for such an assignment and places his request in writing to the appropriate Dean.

8.3.8 A faculty member cannot be assigned intersession courses without their consent.

#### **8.4 Overload.**

Overload hours shall be considered to be those hours which are in excess of 30 equated semester hours for the Academic Year. Hours taught in the Summer session shall also be considered to be overload hours. For payroll purposes, hours in excess of 15 equated semester hours will be paid as overload hours in the Fall or Spring semester. Overload compensation shall be determined in accordance with Section 12.4 of this Agreement.

#### **8.5 Consultation Before Overload Assignment**

Overload teaching shall be assigned, after consultation with the appropriate Dean, to qualified members of the full-time faculty within the subject area that the course is listed, if such are available. Such assignments shall be made on a department-by-department basis, first priority being given to qualified, full-time faculty within a department/program area to achieve a maximum load. Qualified full-time faculty are not prohibited from teaching in departments outside their assigned department/program; however, such overload teaching assignments are subject to consultation with the department chair or program coordinator and approval of the appropriate Dean. Overload assignments in other departments/programs can only be made when there are no overload assignments available in the faculty member's designated department/program area. Faculty must teach as many available overload classes as possible under the maximum within their own department/program area before seeking available overload assignments elsewhere.

In the case of an administrator requesting to teach a class for which he meets the minimum instructor requirements established by the Board, the request shall be made to the appropriate Dean/Director. The Dean/Director may recommend an assignment to the appropriate Chief Officer, who must approve the assignment. Administrators have no right to make up for a lost assignment due to class cancelations or the re-scheduling of the assignment to a full-time or retired full-time teaching faculty member.

## **8.6 Overload Teaching Assignment.**

Overload teaching assignments will be made to qualified full-time faculty members in rotation order based on seniority, meaning that overload classes will be chosen one course at a time starting with the most senior faculty member and continuing to the least senior faculty member until all faculty overload preferences have been satisfied within the department/program area. A full-time faculty member has the right to request and to receive an overload assignment to one or more classes at other campuses or extension centers where such assignment is necessary to enable the faculty member to achieve maximum overload. The overload selection process shall be completed by the midterm of the semester immediately preceding the semester for which the assignments are being selected.

## **8.7 Summer Teaching Overload.**

Consistent with the seniority clause (Section 8.5) and subject to availability of scheduled classes, the full-time faculty Summer load shall be no more than 11 equated hours per Summer term. A faculty member may elect to have his name listed on the Summer class schedule for no more than 11 equated hours of classes for which he is qualified. Full-time faculty members shall be guaranteed a Summer contract for all sections which have their name listed in the Summer schedule and meet minimum class enrollments. In the event that no section achieves minimum class enrollment, the faculty member shall be guaranteed a Summer assignment of at least one section or assigned equivalent duties. A faculty member, if qualified, may teach additional sections that are staffed by part-time, adjuncts, administrators and/or, and meet minimum course enrollment. The Summer overload selection process shall be completed by the end of opening week of the Spring semester. Those faculty members eligible to teach 11 equated hours in the Summer session may exceed the 11-hour maximum by a portion of a single course. A faculty member who exceeds 11 equated hours will be compensated for the hours in excess of the 11-hour maximum in the Summer session in which the teaching occurs.

This section remains subject to the provisions of Section 12.8 of this Agreement.

## **8.8 Failure of Class to Materialize.**

In the event that a full-time faculty member's base load class schedule fails to materialize, the faculty member, in consultation with the appropriate Dean/Director and with the approval of the appropriate Chief, will be assigned a compensating load of instruction, or other professional assignment for which the faculty member is qualified. No assignment will require more than two evenings per week without the faculty member's consent unless he is employed in an evening program. Every effort shall be made by the appropriate Chief Officer, the appropriate Dean/Director, and instructor to provide an assignment which will be mutually satisfactory to both the instructor involved and the College. If a faculty member, having overload, requires additional course sections to fulfill standard (base) load requirements, the faculty member's

overload assignment(s) may be substituted for base load class(es) that fail to materialize. (see Section 9.1.1.1)

If a faculty member, having no overload, requires additional course sections outside of the seven-hour time limit provided in Section 8.3.4 of this Agreement to fulfill standard (base) load requirements, the faculty member may list a preference for three course sections at any campus or extension center scheduled outside of the seven-hour time period from which his standard (base) load failed to materialize. Course sections proposed by the faculty member must be those staffed by less senior faculty members. The final assignment of the necessary standard (base) load will be made by the appropriate Dean and with the approval of the appropriate Chief Officer with seniority being a major consideration.

#### **8.8.1 Procedure Involving Full-Time Overload Assignments that Fail to Materialize**

8.8.1.1 A full-time faculty member who has lost an overload course section may be assigned a course first from among sections in the schedule (that he is qualified to teach) that are either unstaffed or assigned to an adjunct faculty member who is not receiving a max-load assignment with dean approval.

8.8.1.2 In the event that there are an insufficient number of sections in the schedule that meet the requirements of 8.8.1.1, a full-time faculty member may be assigned a course from an adjunct faculty member who is receiving max load assignment with dean approval.

## **ARTICLE 9 – DISTANCE LEARNING**

### **9.1 Distance Learning.**

Distance Learning courses are those which are not delivered in a traditional classroom setting but use alternative instructional delivery systems. Distance learning courses include, but are not limited to, video-conferenced classes, and online courses. It is understood by both parties that the alternative delivery system of distance learning and telecommunications is in an evolving mode. The parties agree that the following principles shall be observed until it is mutually agreed to modify them.

#### **9.1.1 General Distance Learning Agreements.**

9.1.1.1 Video-conferenced course sections taught via the distance learning delivery method may be used by the faculty member to make base load and/or to comprise overload. Online course sections may only be used by the faculty member for overload purposes except as otherwise permitted under Section 8.8. or Section 8.3.5.

- 9.1.1.2 For faculty load, distance learning courses will be scheduled in a manner identical to that used for the discipline/program area.
  - 9.1.1.3 The textbooks and learning materials for distance learning course sections shall be selected in the same manner as they are for traditional course sections.
  - 9.1.1.4 There will be no reduction in the number of full-time faculty teaching positions as a result of distance learning classes being added to the class schedules.
  - 9.1.1.5 The teaching responsibilities of the faculty as they relate to assignments, syllabi, papers and tests shall be no different than those of the corresponding traditional course sections. Grades shall be maintained via the College's LMS system and will be submitted to the Enrollment Services office following the usual procedures. The grading of assignments and tests shall be done by the assigned faculty in the normal manner.
- 9.2.1 Video-conferenced Course Agreements.
- 9.2.1.1 Class size for distance learning courses will be limited to maximum class limits as established for traditional courses.
  - 9.2.1.2 The instructor shall conduct normal hours in accordance with Section 10.1 Office Hours, to accommodate student needs. If it is deemed appropriate by the faculty member and if time is available, faculty may conduct meetings with students using the interactive video network.
  - 9.2.1.3 If the faculty member requests to travel to one of the other receiving sites, and if this request is approved by the appropriate Dean, the faculty member will receive travel reimbursement at the approved college rate.
  - 9.2.2.4 The instruction provided to distance learning classes is intended to be live and interactive.
  - 9.2.1.5 The College administration agrees that it will not videotape or otherwise record the class sessions without the prior consent of the faculty member assigned to the course section. Such tapes shall be used only with the instructor's consent. The College agrees not to maintain a library of video-taped courses that could be used once the class has ended unless requested to do so by the faculty member. Any taped/recorded class sessions are the intellectual property of the instructor as defined in Article 18 of this Agreement.
  - 9.2.1.6 Receiving of courses currently approved for the College from other originating institutions shall be done only after approval by the Dean and Department Chair/Program Coordinator/Instructor.

### **9.3.1 Online Course Agreements.**

- 9.3.1.1 Instructors will list their email addresses on course syllabus/outline and on door schedule.
- 9.3.1.2 Class size will be limited to maximum class limits-as established for traditional courses or 28, whichever is less.
- 9.3.1.3 Faculty who for the first time intend to develop or teach an online course may be required to either complete the Instructional Design Certificate for Online Delivery or display equivalent competency. Faculty currently teaching an online course may choose to attend or repeat the Instructional Design Certificate for Online Delivery. Upon completion of the certificate, faculty will be paid a one-time \$250 stipend. The certificate must be completed in one semester for the faculty member to be eligible for the stipend.
- 9.3.1.4 Faculty may be given an opportunity to teach one online section during an intersession as part of their overload assignment with approval from the Dean and Chief Academic Officer.

## **ARTICLE 10 – FACULTY OFFICES & HOURS**

### **10.1 Office Hours.**

- 10.1.1 Each nine month, full-time teaching faculty member shall be available in his office five (5) scheduled hours per week and five (5) unscheduled hours. At least one office hour shall be scheduled each day that the instructor conducts a class or portion thereof. These office hours shall be scheduled in increments of no less than 25 minutes. Each full-time faculty member who teaches a course after 5:00 p.m. will be available, upon student's request in his office for evening student consultation. Faculty members teaching an online course during a semester of the Academic Year may substitute one virtual office hour for one scheduled office hour per week during that semester. The faculty member will also inform his Dean and department chair or program coordinator and his students as appropriate, of the time(s) and day(s) serving as virtual office hours and will be available for official communication as necessary. The College shall neither be responsible for providing any technological equipment for such virtual office hours, nor any communication/network security related to same. Unscheduled office hours may be replaced with virtual office hours, provided that any faculty member employing virtual office hours shall notify his Dean and department chair or program coordinator and students of the electronic means through which the faculty member

may be contacted during those virtual office hours. Teaching faculty having no assigned classes (base load or overload) are not required to schedule an office hour to be on campus for one day during the period Monday through Friday.

- 10.1.2 Each full-time faculty member shall conduct one (1) scheduled office hour for each three (3) semester credit hours of overload assignment during the Summer session. Such Office hour schedule shall be approved by the Dean. Faculty teaching online courses during the Summer session may substitute virtual office hours for some or all required office hours. The faculty member shall notify students of the electronic means through which the faculty member may be contacted during the scheduled virtual office hour(s). The faculty member will also inform his Dean and department chair or program coordinator and his students as appropriate, of the time(s) and day(s) serving as virtual office hours and will be available for official communication as necessary. The College shall neither be responsible for providing any technological equipment for such virtual office hours, nor any communication/network security related to same.

## **10.2 Office Moves.**

Offices currently designated as faculty offices will continue to be designated as faculty offices unless the faculty members affected by an office redesignation (the faculty member to be displaced and the faculty member occupying the office to which the displaced faculty member will be moving) agree to the redesignation.

Offices currently, or in the case of new construction or renovation, initially designated as faculty offices for Department Chairs or Program Coordinators/Instructors will continue to be designated as such unless the department or program no longer functions at the current location. In the event that an office vacancy occurs due to the relocation, re-assignment or attrition of a Department Chair or Program Coordinator/Instructor within an office area, the vacancy will be offered first to faculty member filling the vacancy (either by election or appointment).

Appendix F shall be attached to this memorandum listing all current faculty offices and designating those which have been reserved as Department Chair/Coordinator/Instructor offices. As new offices are established and designated by the appropriate Chief Officer, the Executive Committee will be notified and they will be added to the Appendix.

# **ARTICLE 11 – MINIMUM INSTRUCTOR REQUIREMENTS & FACULTY RESPONSIBILITY**

## **11.1 Minimum Instructor Requirements.**



Creation of/or changes in the minimum instructor requirements will be developed in accordance with regulations and policies set by the Illinois Community College Board, the Higher Learning Commission, the Illinois Dual Credit Quality Act and approved by the Board. Final authority for minimum instructor requirements rests with the Board of Trustees. The Executive Committee of the Faculty Union will be notified of any changes to the minimum instructor requirements.

Changes to courses or curricula approved by the College's Curriculum Committee, or changes in the composition of an instructional division, department or program, that result in faculty members being re-assigned to new instructional areas (division, department, or program) will not prohibit an affected faculty member from continuing to teach those courses for which the faculty member unless the faculty member no longer meets the minimum instructor requirements in accordance with regulations and policies set by Illinois Community College Board, The Higher Learning Commission, and the Illinois Dual Credit Quality Act.

Minimum instructor requirements shall apply to all credit hour courses. Under exigent circumstances, a Department Chair or Program Coordinator/Instructor may recommend, in writing, to the Division Dean that a minimum instructor requirement be waived, citing the reasons for the waiver and qualifications of the instructor proposed. A waiver may be granted by the Chief Academic Officer and filed with ICCB, Faculty Union President and the Human Resources Department for a period of time not to exceed one term unless there are extenuating circumstances.

Creation of/or changes in the minimum instructor requirements (education, experience and/or other required credentials) for wellness advocates and librarians shall be handled in a manner identical to the above procedures for instructional faculty.

## **11.2 Recognition of Faculty Responsibility.**

In recognition of their responsibility to the students and the community, a faculty member shall:

### **11.2.1 Deliver Instruction and Maintain Curriculum.**

- 11.2.1.1 Teach/conduct assigned classes, labs, clinicals, studio, and internships.
- 11.2.1.2 Prepare lessons and provide course syllabi for classes taught.
- 11.2.1.3 Participate in developing and reviewing curricula and instructional methods and the articulation of courses as necessary.
- 11.2.1.4 Consult with advisory committee(s) if appropriate for program/curriculum.

### **11.2.2 Evaluate and Assist Students.**

- 11.2.2.1 Keep accurate records of student performance including following grading and procedures as outlined in the relevant course syllabus.
  - 11.2.2.2 Provide, as required by law, reasonable accommodations for students documented as having special needs; and that such accommodation will not alter the fundamental requirements of the course objectives.
  - 11.2.2.3 Respond to student e-mails and phone calls in a timely manner. Instructors shall utilize SWIC assigned e-mail to respond to student e-mails.
  - 11.2.2.4 Comply with registration/records procedures.
  - 11.2.2.5 Give students in each course a syllabus with the requirements and methods of evaluation clearly delineated.
  - 11.2.2.6 Grade exams and other course assignments.
  - 11.2.2.7 Be accessible to students pursuant to the office hours provisions of this Agreement.
  - 11.2.2.8 File state attendance records as required.
  - 11.2.2.9 Submit final grades as required.
- 11.2.3 Participate in Departmental/Institutional Operations.
- 11.2.3.1 Participate in program review.
  - 11.2.3.2 Attend required meetings during opening week in the Fall and Spring semesters.
  - 11.2.3.3 Attend regularly scheduled departmental meetings throughout the Fall and Spring semesters.
  - 11.2.3.4 Inform the department chair or program coordinator or Dean or evening supervisor should it be necessary for the faculty member to be absent.
  - 11.2.3.5 Mentor and evaluate non-tenured faculty as provided in this Agreement.
  - 11.2.3.6 Attend commencement ceremonies as required.

## ARTICLE 12 – COMPENSATION

## 12.1 Salary Schedule.

All faculty members shall be paid according to their placement upon a single salary schedule approved by the Board of Trustees. Faculty members will be hired at Step 1 of the Salary Schedule, except that the Board reserves the right to hire employees at higher steps of the schedule in particular circumstances.

For the 2019-2020 Academic Year, faculty members shall advance one step on the salary schedule or receive an additional year of longevity credit, effective with the start of the Academic Year. The 2019-2020 Salary Schedule is attached as Appendix "A" and is effective with the start of the 2020 Academic Year. [Appendix "A" attached reflects a 2.0% increase from the 2018-2019 Salary Schedule, for a total salary increase of 2.0% including step for steps #2 through #24, expressly excluding step #1 which receives 1% over the previous schedule. Steps #25 through #35 remain subject to a .715 multiplier as set forth on Appendix "A".]

For the 2020-2021 Academic Year, faculty members shall advance one step on the salary schedule or receive an additional year of longevity credit, effective with the start of the Academic Year. The 2020-2021 Salary Schedule is attached as Appendix "B" and is effective with the start of the 2021 Academic Year. [Appendix "B" attached reflects a 2.0% increase from the 2019-2020 Salary Schedule, for a total salary increase of 2.0% including step for steps #2 through #24, expressly excluding step #1 which receives 1% over the previous schedule. Steps #25 through #35 remain subject to a .715 multiplier as set forth on Appendix "B".]

For the 2021-2022 Academic Year, faculty members shall advance one step on the salary schedule or receive an additional year of longevity credit, effective with the start of the Academic Year. The 2021-2022 Salary Schedule is attached as Appendix "C" and is effective with the start of the 2022 Academic Year. [Appendix "C" attached reflects a 2.0% increase from the 2020-2021 Salary Schedule, for a total salary increase of 2.0% including step for steps #2 through #24, expressly excluding step #1 which receives 1% over the previous schedule. Steps #25 through #35 remain subject to a .715 multiplier as set forth on Appendix "C".]

For the 2022-2023 Academic Year, faculty members shall advance one step on the salary schedule or receive an additional year of longevity credit, effective with the start of the Academic Year. The 2022-2023 Salary Schedule is attached as Appendix "D" and is effective with the start of the 2023 Academic Year. [Appendix "D" attached reflects a 2.5% increase from the 2021-2022 Salary Schedule, for a total salary increase of 2.5% including step for steps #2 through #24, expressly excluding step #1 which receives 1% over the previous schedule. Steps #25 through #35 remain subject to a .715 multiplier as set forth on Appendix "D".]

For the 2023-2024 Academic Year, faculty members shall advance one step on the salary schedule or receive an additional year of longevity credit, effective with the start of the Academic Year. The 2023-2024 Salary Schedule is attached as Appendix “E” and is effective with the start of the 2024 Academic Year. [Appendix “E” attached reflects a 2.5% increase from the 2022-2023 Salary Schedule, for a total salary increase of 2.5% including step for steps #2 through #24, expressly excluding step #1 which receives 1% over the previous schedule. Steps #25 through #35 remain subject to a .715 multiplier as set forth on Appendix “E”.]

Compensation under this section remains subject to the provisions of Section 12.8 of this Agreement.

## **12.2 Placement of Faculty Members on Salary Schedule.**

12.2.1 Placement on the salary schedule shall be consistent with Section 12.1 and shall be determined by the highest degree attained, credit hours earned beyond the highest degree, years of teaching experience credited and years of professional or occupational experience credited. Graduate hours that do not fall in these categories will be evaluated by the appropriate Chief Officer. Courses taken beyond the master’s degree will be considered for placement on the salary schedule only when they have received the prior approval of the appropriate Chief Officer. Faculty members who have earned the following degrees will be placed on the salary schedule at the “PhD” level:

Ph.D.	(Doctor of Philosophy)
Ed.D.	(Doctor of Education)
D.V.M.	(Doctor of Veterinary Medicine)
J.D.	(Doctor of Jurisprudence)
L.L.D.	(Doctor of Laws)
D.B.A.	(Doctor of Business Administration)
D.D.S.	(Doctor of Dental Surgery)
D.L.S.	(Doctor of Library Science)
M.D.	(Doctor of Medicine)
Pharm.D.	(Doctor of Pharmacy)
D.C.	(Doctor of Chiropractic)

The Union Executive Committee and Administration may mutually agree to add additional doctoral programs to the above list.

12.2.2 In the event that a faculty member attains additional educational hours/degree that warrant horizontal movement under Section 12.2.1 of this Agreement, any salary change resulting therefrom remains subject to the terms and conditions of Section 12.8 of this Agreement. If such salary change is prohibited as exceeding the 6% limitation set forth in Section 12.8 of this Agreement, then the faculty member’s overall salary shall only be increased each year by 6% from that faculty member’s overall

salary in the previous year until the faculty member has received the full salary increase due for the horizontal movement, as calculated by agreement of the Administration and the Union taking into consideration additional reportable earnings received.

- 12.2.3 Approved college credits, approved courses, or approved CEU's earned prior to each semester will be used to determine salary for the ensuing semester. If approved college credit, approved courses, or approved CEU's are earned during the Spring semester, they will be used to determine salary for the Summer session.

For the purpose of this Agreement, courses and their attendant college credits shall be approved for reimbursement of tuition, fees, and books as charged and for placement on the adopted salary schedule under the following conditions:

- 12.2.3.1 Courses taken as a part of a program approved by a recognized graduate institution leading to a graduate degree or specialist certificate in a teaching discipline or a program in higher education beyond the degree already held by an individual will be accepted as approved credit.
  - 12.2.3.2 Courses taken at the request of the College Administration will be accepted as approved credit including courses leading to a baccalaureate degree.
  - 12.2.3.3 Courses taken in the instructor's field will be accepted as approved credit unless credit for said courses has been previously earned.
  - 12.2.3.4 Courses taken outside of a teaching discipline may be approved for incentive allowance and/or placement on the salary schedule at the discretion of the administration after consultation with the President of Faculty Union.
  - 12.2.3.5 Courses taken toward a second master's degree in the teaching discipline will be accepted as approved credit.
- 12.2.4 To qualify for reimbursement and advancement on the salary schedule, the individual must submit evidence in the form of an official transcript, grade report or other official document, signifying successful completion of the course. The individual must also submit a receipt for the payment of tuition, fees and books in order to receive reimbursement. Reimbursement for approved course(s) shall be the actual tuition, fees and book expenses up to a maximum of \$4,000 per fiscal year for baccalaureate, master's level, specialist and doctoral course work. Reimbursement will be charged to the fiscal year in which the first day of class is held.
- 12.2.5 The attainment of CEU credits is encouraged and shall result in the movement of the faculty member to a higher placement on the salary schedule when sufficient CEU's are earned.

The following conditions must be satisfied:

- 12.2.5.1 Prior approval for enrollment or registration must be secured from the Dean; and
- 12.2.5.2 The faculty member must present certification or other acceptable documentation from the agency/institution sponsoring the continuing education activity which specifies the level of CEU credit awarded for the specific activity.
- 12.2.5.3 The College accepts the definition of a CEU as published by the Council on the Continuing Education Unit: "One CEU is ten contact hours of participation in an organized continuing education experience under responsible sponsorship, capable direction, and qualified instruction." The College will recognize the CEU for salary schedule placement purposes when the sponsor or provider of the continuing education activity meets the criteria and guidelines of the Council on Continuing Education as published in the 1987 revised edition.
- 12.2.5.4 One CEU shall equate to .33 of a semester credit hour.
- 12.2.5.5 The attainment of CEU's shall not be considered for advancement from the Below Master's column to the Master's + 0-14 column nor shall it be considered for advancement from the Master's + 60 column to the Doctorate column. Advancement on the salary schedule attributable to the attainment of CEU's shall be limited to advancement to the columns Masters + 15-29, Masters + 30-44, Masters + 45-59, and Masters + 60.
- 12.2.5.6 In order to receive salary schedule credit for CEU's earned, the faculty member must submit the required documentation no later than 30 days following the date the CEU's were earned.
- 12.2.6 The reimbursement of tuition costs to the faculty member for earned CEU's shall be at the equated rate of .33 of the approved tuition reimbursement rate of \$175 per semester credit hour (\$57.75 per CEU earned).
- 12.2.7 Faculty members in the Masters to Masters +60 columns will be reimbursed for approved CEU's to a maximum of \$57.75 per approved CEU.
- 12.2.8 Faculty members in the below Masters and Doctoral columns will be reimbursed for CEU type activities through the Faculty Development Plan. Reimbursement for this group will be in accordance with the guidelines of the Faculty Development Plan.

### **12.3 Pay Plans.**

Faculty members shall be paid twice per month, on the 13<sup>th</sup> of the month and the 28<sup>th</sup> of the month. The salary payment shall be made by use of the direct deposit method unless the faculty member indicates a preference in writing to receive a paycheck by U.S. Mail. Both the direct deposit advices and the paycheck stub will contain an itemized summary of the pertinent payroll information, current and year-to-date. Faculty members can choose to receive their

base nine-month contractual salaries over nineteen (19) pay periods or twenty-four (24) pay periods.

## 12.4 Overload Salary.

Full-time faculty members who are assigned overload hours shall be compensated as follows:

- For the 2019-2020 Academic Years, the rate of compensation for equated semester overload hours shall be calculated according to the salary schedule for that Academic Year in accordance with the following formula:

$$\frac{\text{Equated Semester Overload Hours} \times .490206 \text{ of the Salary Schedule}}{30}$$

- For the 2020-2021 Academic Years, the rate of compensation for equated semester overload hours shall be calculated according to the salary schedule for that Academic Year in accordance with the following formula:

$$\frac{\text{Equated Semester Overload Hours} \times .480624 \text{ of the Salary Schedule}}{30}$$

- For the 2021-2024 Academic Years, the rate of compensation for equated semester overload hours shall be calculated according to the salary schedule for that Academic Year in accordance with the following formula:

$$\frac{\text{Equated Semester Overload Hours} \times .50 \text{ of the Salary Schedule}}{30}$$

Notwithstanding the foregoing, required overload assigned to Department Chairs, Assistant Department Chairs and Coordinators/Instructors in the form of release time during Summer session under Sections 7.1.4.1.2, 7.1.4.2.2 and 7.2.2.2 shall be compensated as follows:

- For the 2019-2020 Academic Years, the rate of compensation for equated semester overload hours assigned to Department Chairs, Assistant Department Chairs and Coordinators/Instructors in the form of release time during Summer session under Sections 7.1.4.1.2, 7.1.4.2.2 and 7.2.2.2 shall be calculated according to the salary schedule for that Academic Year in accordance with the following formula:

$$\frac{\text{Equated Semester Overload Hours} \times .540206 \text{ of the Salary Schedule}}{30}$$

- For the 2020-2021 Academic Years, the rate of compensation for equated semester overload hours assigned to Department Chairs, Assistant Department Chairs and Coordinators/Instructors in the form of release time during Summer session under Sections 7.1.4.1.2, 7.1.4.2.2 and 7.2.2.2 shall be calculated according to the salary schedule for that Academic Year in accordance with the following formula:

Equated Semester Overload Hours x .530624 of the Salary Schedule

30

- For the 2021-2024 Academic Years, the rate of compensation for equated semester overload hours assigned to Department Chairs, Assistant Department Chairs and Coordinators/Instructors in the form of release time during Summer session under Sections 7.1.4.1.2, 7.1.4.2.2 and 7.2.2.2 shall be calculated according to the salary schedule for that Academic Year in accordance with the following formula:

Equated Semester Overload Hours x .55 of the Salary Schedule

30

Overload compensation under this section remains subject to the re-opener provisions of Section 12.8 of this Agreement.

Overload hours include hours taught in the Summer session and hours taught in excess of 30 during the Academic Year.

## **12.5 Length of Summer Session.**

The Summer session shall not exceed eight (8) calendar weeks except where programs and/or agency contracts require it. No full-time faculty member shall be required to accept an overload assignment that exceeds eight (8) weeks in length during the Summer session; however, any full-time faculty member may voluntarily accept an overload assignment that falls outside the dates of the Summer session. Assignments that fall outside the dates of the Summer session shall be counted as overload in the semester in which ICCB midterm roster requirements place it. Payment for such assignments shall be at the rate earned during the semester assigned and shall be pro-rated throughout the normal semester of assignment.

## **12.6 Longevity Payment.**

Longevity increments are calculated as 71.5% of the difference between Step 23 and Step 24 on the Salary Schedule. Longevity increments shall be capped at Step 35. For those members of the bargaining unit currently receiving longevity increments above Step 35, they shall be frozen at their present level of steps until retirement, resignation or the end of this Agreement.

Compensation under this section remains subject to the provisions of Section 12.8 of this Agreement.

## **12.7 Stipend for Coordinators/Instructors and Department Chairs.**

Each full-time Coordinator/Instructor, Department Chair, Assistant Department Chair or Chair of the Institutional Faculty Development Committee or Chair of the faculty-driven Outcomes Assessment program shall have the option of working during the break between semesters or



the break between a semester and the Summer session and receive a stipend of \$125 for each day (five hours minimum) worked, provided that the Coordinator/Instructor or Department Chair is scheduled to work during the following semester/session. This opportunity is strictly voluntary and dependent upon the needs of the program or department and the approval of the Dean. The specific days of work and the duties performed by each Coordinator/Instructor or Department Chair shall be developed cooperatively by the Dean and the Coordinator/Instructor or Department Chair prior to the beginning of each break period with the approval of the Chief Academic Officer.

Compensation under this section remains subject to the provisions of Section 12.8 of this Agreement.

## **12.8 Compensation Limitation/Prohibition on SURS Employer-Contribution.**

Notwithstanding any contrary provision in this Agreement, no full-time faculty member shall receive compensation that contributes to cause and/or result in an increase in earnings reportable to the State University Retirement System (SURS) in excess of six percent (6%) from that faculty member's reportable earnings to SURS in the prior year, or otherwise contributes to cause and/or result in a salary increase in excess of six percent (6%) in the bargaining unit member's final average salary for purposes of calculating retirement benefits from SURS, except when such compensation increase is incurred by a full-time faculty member who is ten (10) or more years from retirement eligibility under Section 15-135 of the Illinois Pension Code (40 ILCS 5/15-155) or when such compensation increase results from a promotion to an administrative position with substantially different duties as determined by the College. Examples of such exceptions are as follows:

Example #1: A 35-year-old faculty member is hired after January 1, 2011, and thus under Tier II of the SURS retirement program can potentially meet SURS retirement eligibility requirements at 62 years of age with 17 years of service. This member will be limited to 6% earnings increases beginning the Academic Year the faculty member achieves the age of 52 years.

Example #2: A 30-year-old faculty member is hired prior to January 1, 2011, can potentially meet SURS retirement eligibility requirements at 55 years of age and therefore is limited to 6% earnings increases beginning the Academic Year the faculty member achieves the age of 45 years.

Example #3: A faculty member is promoted to the administrative position of Dean as determined by the College. In such cases the faculty member shall be eligible to receive compensation as approved by the Board without restriction under the SURS 6% rules.

In order to avoid an employer contribution, penalty and/or additional liability/obligation of the College to SURS under Illinois law (i.e. 40 ILCS 5/15-155(g) or such other similar statutory provision) and/or SURS Administrative Rules, the Board shall have the right to take necessary

actions under the Agreement to ensure that SURS creditable/reportable earnings do not increase from year to year to an extent that violates this Section 12.8, including but not limited to denying non-base load teaching and/or other assignments. This provision shall not preclude a faculty member who would otherwise advance on the salary schedule in accordance with the provisions of Article 12 of this Agreement, from receiving advancement on the salary schedule; however, such faculty member's total creditable/reportable earnings in the year of advancement shall be restricted to no more than 6% above the previous year's creditable/reportable earnings unless the faculty member is enrolled in a Self-Managed Plan (SMP).<sup>\*</sup> Further, to the extent that the faculty member does not receive the total increase associated with advancement on the salary schedule in the year the advancement is earned, the faculty member shall continue to receive increases in salary/creditable/reportable earnings in subsequent Academic Years, (provided the faculty member's total creditable/reportable earnings in an Academic Year do not exceed 6%), until his salary reaches the appropriate step on the salary schedule tied to the advancement. (If it is subsequently determined that such advancements are not subject to the 6% SURS penalty, an affected faculty member shall immediately be allowed to move to the appropriate step on the salary schedule tied to the advancement.) Therefore, any increases in salary shall be in accordance with the provisions of this Agreement. If a faculty member separates employment prior to realizing the full benefit of the advancement, the faculty member shall not receive any unpaid portion of the salary increase associated with the advancement.

In order to implement the provisions of this section, within sixty (60) days of the execution of this Agreement, all current faculty and, upon employment, all faculty hired after August 11, 2014, are required to disclose to the College any prior SURS service, information about service in any other Illinois public sector pension system and the right to purchase any additional SURS credit. In addition, the faculty member will execute a release within the same time frame to allow the College to obtain the information from the applicable retirement system(s). Any additional service credit in the SURS system, credit in other applicable pension systems and years of SURS pension credit the faculty member is eligible to purchase shall count towards the faculty member's eligibility for retirement. In addition, faculty shall be required to update such information annually. Failure to provide the required information or a timely update of it shall result in the College's ability to limit such faculty member to 6% annual creditable/reportable earnings. Intentional misrepresentation of required information shall constitute "cause" for the termination of employment under Article 3B of the Illinois Public Community College Act (110 ILCS 805/3B-1 *et seq.*).

At the beginning of each Academic Year and subject to the availability of SURS previous annual creditable/reportable earnings each faculty member who is subject to the SURS penalty will be notified by the administration of the amount in compensation that his or her earnings cannot exceed.

To the extent that any provision of this Agreement would result in the requirement/imposition of an employer contribution, penalty and/or additional liability/obligation of the College to SURS under Illinois law (i.e. 40 ILCS 5/15-155(g) or such other similar statutory provision) and/or SURS Administrative Rules, such provision shall be construed to avoid any such employer

contribution, penalty and/or additional liability/obligation of the College to SURS under Illinois law and/or SURS Administrative Rules.

If Section 155(g) of the Illinois Pension Code (40 ILCS 5/15-155(g)) and/or related laws/rules are declared unconstitutional by Illinois Courts, or same is repealed or otherwise amended by Public Act of the Illinois General Assembly, both parties agree to re-open negotiations, limited to the provisions of this Section 12.8.

The provisions found in Section 12.8 of this Agreement shall not limit the Board in its application of similar provisions associated with other employee groups.

\*Because SURS rules exempt employees participating in an SMP from the 6% cap, those faculty enrolled in a SMP will not be limited in the amount of earnings increase they receive each year due to overload, Summer school, substitution or advancement on the salary schedule, etc.

## **12.9 Compensation for Substitute Teaching.**

- 12.9.1 Upon assignment by the appropriate Dean (designee) and with the consent of the substituting faculty member, substitute teaching will be assigned. Compensation for substitute teaching shall be paid no later than the third (3<sup>rd</sup>) paycheck after each substitution is completed.
- 12.9.2 Full-time faculty members, on a departmental seniority basis, shall have preference for substitute teaching assignments on a class by class basis. Subject to the provisions of Section 12.8 of this Agreement, a full-time faculty member who substitutes shall be paid at the rate of \$60.00 per hour for each contact hour for the entire period of substitution.
- 12.9.3 The following provisions also apply to substitute teaching:
  - 12.9.3.1 The substitute faculty member is normally assigned to the specific discipline/program in which the substitute teaching will occur;
  - 12.9.3.2 The substitute faculty member may substitute for no more than eight (8) contact hours per week or one (1) course section per week, whichever is greater. In an emergency situation, a waiver, with the prior approval of the Chief Academic Officer (designee), would authorize a faculty member to substitute more than eight hours in a single week.
  - 12.9.3.3 Long-term absences (two weeks or less) may be substituted for with full-time, part-time or replacement faculty.
  - 12.9.3.4 Long-term absences (more than two weeks) may be substituted by qualified full-time faculty members that have not maximized their semester or total

overload. Faculty members volunteering to accept such an assignment will be paid at the overload rate at the equated hour amount, pro-rated to equal the portion of the course taught.

- 12.9.3.5 Long-term absences (more than two weeks) for which no qualified full-time faculty member accepts the substitution assignment may be substituted for with part-time or replacement faculty.

Compensation under this section remains subject to the provisions of Section 12.8 of this Agreement.

## **12.10 Additional Academic Services Beyond Assigned Load.**

Full-time faculty members may be paid a monetary stipend for voluntary performance of the following academic services beyond their assigned base load and overload within the scope of this Agreement, subject to the provisions of Section 12.8 of this Agreement.

- substitute teaching paid in accordance with Section 12.9; and
- optional work performed between semesters by Department Chairs and Coordinators/Instructors paid in accordance with Section 12.7, and by Health & Fitness Science faculty paid in accordance with Section 3.3.1.7; and
- grant and/or contract opportunities available through external funding sources, shall be paid in accordance with the terms and conditions of the grant or contract.

A monetary stipend for any other academic services within the scope of this Agreement offered to and voluntarily performed by a full-time faculty member beyond base load and overload shall be negotiated to agreement by the appropriate Chief Officer (designee), the Union Chief Negotiator and the applicable full-time faculty member, subject to provisions Section 12.8 of this Agreement.

The provisions of this section shall not apply to voluntary, unpaid academic services, including but not limited to committee work, nor any non-academic services outside the scope of this Agreement, including but not limited to those listed in Section 12.11.

## **12.11 Non-Academic College, Community, and Student Activities.**

This section applies to opportunities for voluntary performance of non-academic services outside the scope of this Agreement.

- 12.11.1 Announcements concerning vacancies in non-credit special programs and college activities will be made available to full-time faculty. Such announcements shall include information regarding such non-credit activities as coaching, sports camps, sponsorship of student clubs and organizations, children's programs, non-credit workshops and other such lifelong learning programs.

- 12.11.2 Directors of such programs will recommend appointments to the appropriate Chief Officer.
- 12.11.3 All college sponsored student activities are to be coordinated with the Director of College Activities. Vacancies for sponsorships of student organizations will be announced to the full-time faculty, and appointments will be made by the appropriate Chief Officer.
- 12.11.4 Varsity coaching vacancies will be announced to the full-time faculty, and appointments will be made by the appropriate Chief Officer.

The provisions of this section shall not apply to academic services within the scope of this Agreement as referenced in Section 12.10.

## **12.12 Mileage Reimbursement.**

Faculty members shall be entitled to mileage reimbursement for travel under the following circumstances:

### **12.12.1 Reimbursement for Instructional Assignments.**

- 12.12.1.1 The travel between campuses/extension centers on the same day was required in order for the faculty member to achieve a sufficient number of classes to satisfy base load requirements.
- 12.12.1.2 No other class was available to make base load at the initial campus or extension center.
- 12.12.1.3 The faculty member agrees to accept the teaching assignment at another campus/extension center when specifically requested to do so by the Dean.

### **12.12.2 Reimbursement for Non-instructional Assignments, State Meetings, etc.**

- 12.12.2.1 The travel between campuses/extension centers on the same day that was required in order for the faculty member to participate in college-sanctioned committee assignments, disciplinary hearings, student grievance proceedings, faculty or staff hiring processes shall be reimbursed. A Dean may require the use of the College's video-conferencing systems before authorizing travel for the purposes considered in this section.
- 12.12.2.2 Travel to and from a campus or extension center when the faculty member's travel is required solely for that day's assignment, shall not be reimbursable.

- 12.12.2.3 All requests for mileage reimbursement shall be submitted in accordance with applicable college policies and procedures and within 60 days after the required travel was done. Eligibility for this mileage reimbursement shall be approved in advance by the appropriate Dean when the faculty member's class schedule is finalized or prior to activities enumerated in 12.12.2.2 above. Eligibility for mileage reimbursement does not extend to any classes or portions of classes utilized as overloads in the Fall, Spring or Summer terms nor does it extend to base load classes voluntarily selected by the faculty member in lieu of other base load classes available at the initial campus or extension center. The rate of mileage reimbursement shall be at the IRS standard mileage rate for all mileage reimbursement. Failure to apply for reimbursement within the guidelines listed above may cause the loss of otherwise entitled travel reimbursement.

## ARTICLE 13 – FRINGE BENEFITS

### 13.1 Flexible Benefit Program.

- 13.1.1 The Board of Trustees shall provide each faculty member with a package of benefits from which the faculty member can make individual choices of benefits on an annual basis.
- 13.1.2 This Flexible Benefit Program shall be designed and administered so that it qualifies for the income tax advantages afforded by IRS Tax Code Section 125 Salary Reduction. It shall also be in compliance with other applicable Federal benefit legislation such as COBRA.
- 13.1.3 This Flexible Benefit Program shall include, at a minimum, the following categories of benefits from which an individual faculty member can make annual selections:
- 13.1.3.1 Medical Insurance coverage plans for the faculty member and/or the faculty member's family.
  - 13.1.3.2 Dental Insurance coverage plans for the faculty member and/or the faculty member's family.
  - 13.1.3.3 Life insurance coverage plans for the faculty member with optional dependent coverage available.
  - 13.1.3.4 Long-term Disability Insurance coverage plans for the faculty member.

13.1.3.5 Reimbursement accounts for medical expenses not covered by the medical insurance plan.

13.1.3.6 Reimbursement accounts for dependent care expenses incurred by the faculty member.

13.1.3.7 Cash in lieu of insurance coverages as specified in the program.

13.1.4 The Flexible Benefit Program shall continue in force through the term of this agreement. The annual benefit information containing the costs and coverage details for the new plan year shall be distributed to faculty no later than sixty (60) days prior to the start of the plan year. The annual enrollment period shall conclude by no later than thirty (30) days prior to the start of the plan year. Faculty who fail to submit the annual enrollment election form by the published deadline date shall receive a confirmation statement thereby providing a period of ten (10) business days to make corrections to their annual enrollment elections.

## **13.2 Financing of Flexible Benefit Program.**

13.2.1 Inherent in the nature of a Section 125 Salary Reduction Program for Flexible Benefits is the fact that employees can choose to reduce their salary level by purchasing certain benefits. The Board of Trustees and the bargaining unit have agreed that the College, as employer, shall continue to provide a certain level of financing for the flexible benefit program for the duration of this Agreement.

13.2.2 Faculty members shall make annual selections of the medical and dental insurance plan they desire. The College shall pay 75% of the monthly premium for the plan chosen by the faculty member and the faculty member shall pay the remaining 25% of the monthly premium.

Faculty members who exercise the option to not enroll in any of the medical insurance plans shall receive compensation of \$600 in lieu of coverage. This \$600 annual compensation shall be paid in either 19 or 24 equal installments, beginning in January of the calendar year, depending upon the pay plan selected by that faculty member.

13.2.3 The College shall purchase and pay 100% of the monthly premiums for group term life insurance for the faculty. Each faculty member shall be provided with \$50,000.00 in term life insurance coverage.

13.2.4 The College shall purchase group insurance contracts for the following coverages and these coverages shall be made available to the faculty on a voluntary basis with each participating faculty member paying 100% of the monthly premiums:

- Voluntary/Supplemental Life Insurance
- Voluntary/Supplemental AD & D Insurance

- Dependent Life Insurance
- Long-Term Disability Insurance

- 13.2.5 The Board retains the right to select and change insurance carriers or otherwise provide for coverage during the term of this Agreement so long as the level and type of benefits made available remain substantially the same. Changes in insurance carriers or medical coverage plans shall be submitted to the Faculty Union Executive Committee at least fifteen (15) days prior to the beginning of the open enrollment period.
- 13.2.6 The Board and the Faculty Union acknowledge and agree that cost containment measures are an integral part of any insurance plan. It is recognized that such measures are necessary to stabilize and minimize premium increases. During the term of this Agreement, cost containment measures shall be addressed by the Employee Benefits Council consisting of representatives from all employee groups, including faculty members designated by the Executive Committee of the Faculty Union. On or before July 1, of each calendar year, throughout the life of this Agreement, The Board through the Chief Human Resources and Operations Officer and/or its insurance consultants shall meet with the Faculty Union President and his associates for the purpose of evaluating the status of the existing plan and its premiums and any anticipated increases in benefit premiums. Consideration of alternate carriers, levels and types of benefits and or plans shall be discussed at this time.
- 13.2.7 The College agrees that a full-time faculty member may use the Fitness Centers at the Belleville and the Sam Wolf Granite City campuses, during normal hours of operation, without the necessity of enrolling in a class. A full-time faculty member who wishes to use the fitness center must present his college employee identification card for admission.

### **13.3 Maintenance of Coverage in the Event of Death.**

- 13.3.1 In the event of the death of a faculty member, the Board of Trustees will maintain the same level of flexible benefit financing for the spouse and legal dependents for the balance of the calendar year.
- 13.3.2 The College shall provide access to any of the group medical plans offered by the College to the surviving spouses and age-eligible dependent children of retired and active duty faculty members. This eligibility for continued access shall cease upon either the remarriage of the spouse or the eligibility of the spouse for medical insurance due to the employment of the spouse. This eligibility for continued coverage for spouse is in effect at the end of the calendar year in which an active duty faculty member dies and is in effect immediately upon the death of a retiree. The premiums for the medical insurance shall be paid 100% by the surviving spouse.



#### **13.4 Legal Assistance.**

The Board of Trustees shall provide all employees with necessary legal service in defense of litigations that arise out of and in the course of performance of official duties where the Board's legal interests are not in conflict with the employee's legal interests.

#### **13.5 Academic Regalia.**

If required by the Board of Trustees, academic regalia will be worn by faculty members at commencement exercises and shall be provided by the College.

#### **13.6 Dependent Tuition.**

Each faculty member, his current spouse, and children under the age of 25 shall be eligible to enroll in all Community College District #522 courses at a reduced tuition rate of twenty-five percent (25%) of the then current tuition rate applicable to District #522 residents. Any enrollment under this provision of the contract shall only be available if there is sufficient enrollment in each such course section affected to prevent class cancellation for insufficient enrollment prior to any enrollment of the employee, spouse, or child covered by this Agreement. In the event that a faculty member with at least three (3) years of continuous service dies, the faculty member's legal spouse and children under the age of twenty-five (25) shall receive the same tuition rate as current active faculty members and their dependents.

### **ARTICLE 14 – LEAVES OF ABSENCE**

#### **14.1 Sabbatical Leave**

14.1.1 After six years of continuous full-time service, a faculty member is eligible for sabbatical leave for planned study, research, travel, or other Board-approved purposes designed to improve or serve the faculty member and the College. A faculty member who is granted a sabbatical leave shall have the following options:

14.1.1.1 One Academic Year at 75 percent of nine-month contractual base salary, including full fringe benefits; or

14.1.1.2 One semester at full semester base salary, including fringe benefits.

14.1.2 Eligible full-time faculty members must submit a completed sabbatical application form to the appropriate Chief Officer on or before October 1 to be considered for sabbatical leave the following Academic Year. A copy of every sabbatical application will be provided to the Faculty Union President. The Executive Committee will review, endorse and if acting upon more than one application, recommend in priority order, no more than three faculty members to the Chief Academic Officer by December 1. The

College President will make recommendations to the Board of Trustees at the regular Board meeting in February. The Board of Trustees will decide upon all recommendations no later than the regular Board meeting in March. Applicants will be notified of the approval or disapproval not later than April 1.

- 14.1.3 A faculty member while on leave is not eligible for employment at Community College District #522. Applications for sabbatical leave shall include a description of any salaries, grants or fellowships expected to be received during the leave period. Following conclusion of the sabbatical, the faculty member shall file a report with the appropriate Vice President of all salaries, grants or fellowships actually received during the sabbatical.
- 14.1.4 Upon the completion of the sabbatical, the faculty member shall file a Sabbatical Report with the appropriate Chief Officer demonstrating that the objectives for which the sabbatical was granted were fulfilled. The unreasonable failure to fulfill the objectives for which the sabbatical was granted may result in the forfeiture of some or all of the moneys received from the Board during the sabbatical leave.
- 14.1.5 A faculty member who has been granted sabbatical leave must agree in writing, to return to the campus and teach for two years. In the event the faculty member elects not to return, he must reimburse the College for his earnings during the sabbatical period, barring death or disability. A faculty member who returns to the campus but remains only one Academic Year shall be required to reimburse one-half of his sabbatical income, barring death or disability.
- 14.1.6 An instructor on sabbatical leave shall receive full credit for salary increases, tenure, seniority, retirement, and longevity.
- 14.1.7 The administration agrees to be mindful and supportive of the faculty's professional development needs. The administration may develop with the Faculty Union "mini-sabbatical" opportunities that are of duration less than one semester, as special needs, opportunities or benefits present for the faculty and the institution.

## **14.2 Extended Personal Leaves Without Pay.**

- 14.2.1 Upon recommendation of the appropriate Dean/Director and the approval of the appropriate Chief Officer, extended personal absences other than sabbaticals may be granted without pay or sick leave accrual; insurance coverage may be at faculty member's own expense.
- 14.2.2 It is expected that most personal leaves of absence will be for less than one year, one year, or two years at the most unless exceptional circumstances call for extending the privilege. In no case except involuntary military duty will the personal leave of absence be approved for more than one year at a time, and renewal will be granted only upon reapplication and reapproval as outlined in Section 14.2.1 above.

- 14.2.3 Extended personal leaves of absence will not count towards salary increases, tenure, retirement, or longevity, unless activities during the leave period be directly related to the instructor's teaching assignments and unless these activities be deemed by the appropriate Dean/Director and Chief Officer, to be beneficial to the College, and such activities be approved by the Board of Trustees for purposes of salary increases, tenure, and longevity. Retirement credit for leave periods will be governed by regulations currently in force by the State Universities Retirement System.

#### **14.3 Military Service Leaves.**

- 14.3.1 Tenured and non-tenured faculty members who are voluntarily or involuntarily drafted or recalled for military duty will be given full credit for each year or pro-rata part of a year they remain on active duty during a national emergency. Such credit will be used for placement on salary schedule and for retirement purposes.
- 14.3.2 Faculty members who volunteer for military service, except in national emergency, may be granted extended leave without pay as outlined above at the discretion of the appropriate Chief Officer.

#### **14.4 Teacher Exchange Leaves.**

Should any faculty member be granted a teacher exchange position or obtain an unusually valuable opportunity to teach elsewhere for part or all of one Academic Year, which activity may be expected to result in values accruing to the College, leave of absence with full credit for salary, sick leave accrual, and retirement rights will be granted, subject to the approval of the appropriate Dean/Director and Chief Officer.

#### **14.5 Sick Leaves.**

- 14.5.1 Each full-time faculty member shall receive credit for one and one-half days of sick leave for each of the ten (10) calendar months of the Academic Year for a maximum of 15 days. Full-time faculty earning 6.0 or more equated hours of overload compensation or department chairs and program coordinators earning the mandatory overload rate during the Summer session shall receive one and one-half days sick leave for each calendar month worked during the Summer session or a maximum of three (3) additional days. Total sick leave earned in one calendar year shall not exceed eighteen (18) days.
- 14.5.2 The accumulation of sick leave shall be unlimited.
- 14.5.3 Sick leave may be used at full pay by the faculty members for illness, disability, quarantine, treatments, and diagnostic examination of his person.

- 14.5.4 Upon retirement or death of a member, he or his beneficiary shall receive compensation for his accrued sick leave at the rate of 100 percent the cash value of his current daily salary for a maximum of 100 days.

Current daily salary is to be computed as:

Annual Standard Salary divided by 180 days for a 9-month faculty;

Annual Standard Salary divided by 240 days for a 12-month faculty.

- 14.5.5 The faculty member who is employed during the Summer session may draw upon accumulated sick leave during the Summer session.

- 14.5.6 The formula for calculating the usage of sick leave shall be as follows:

- 14.5.6.1 For absences less than one full week:

$$\left( \frac{\text{Missed Hours}}{\text{Total Scheduled Hours Per Week}} \right) \times \text{Factor}$$

\*Factor = actual number of days scheduled per week.

- 14.5.6.2 For absences of one full week or greater:

$$\left( (1) + 0.5 \left( \frac{\text{Missed Overload Hours}}{\text{Total Scheduled Hours Per Week}} \right) \right) \times \text{Factor}$$

\*Factor = actual number of days scheduled per week.

For purposes of charging leave for faculty who are assigned base load release time, 2 hours of release time will be included in the total contact hours per week; however, only 1 hour will be included in the actual contact hours missed.

- 14.5.6.3 For absences by nine-month non-teaching faculty working a 40-hour clock work week, a day of sick leave shall equal 8 hours of sick leave and may be used hour for hour in lieu of the actual hours missed. Overload hours of absence shall be treated in a similar manner. Leave may be taken in one-hour increments or greater and shall be submitted on absence forms or electronic time sheets as available to the wellness advocate or librarian.
- 14.5.7 Any tenured faculty member whose employment is terminated, either voluntary or involuntary, (except upon retirement or death which are covered under Section 14.5.4)

shall receive separation compensation equivalent to 20 percent of his accrued sick leave to a maximum of 20 days.

- 14.5.8 Any faculty member eligible to receive Worker's Compensation benefits due to an injury or illness compensable under the Illinois Workers' Compensation and/or Occupational Diseases Act or any other applicable State or Federal Workers' Compensation or Occupational Diseases Act shall apply for such benefits through the Human Resources Office. Sick leave pay will be paid to the faculty member while that individual is off work due to the work-related injury or illness. Upon receipt of payment of lost time benefits from the carrier, the faculty member shall present the Human Resources Office with a copy of the check containing the lost time payment(s). Any amount reimbursed to the faculty member to compensate for lost time shall be deducted from the faculty member's next paycheck and the College shall credit the faculty member's sick leave balance account with an amount of time equal to the amount of time reimbursed by the carrier. This procedure assures retention of normal income to the faculty member. Only the difference between the total sick leave paid to the faculty member by the College and the equated sick leave reimbursed to the faculty member by the Workers' Compensation carrier shall ultimately be charged against the faculty member's accumulated sick leave.

If the faculty member subsequently makes a claim against a third party and receives a recovery for lost wages for which the College has previously paid the faculty member and which have not previously been reimbursed to the College, then the College shall be entitled to be reimbursed from any third-party settlement or judgment proceeds to the extent of the amount of benefits paid to the faculty member. Normal withholding procedures will be utilized insofar as sick leave compensation is concerned.

- 14.5.9 The faculty member shall provide supporting documentation to the Human Resources office for any continuous sick leave exceeding five days or intermittent sick leave expected to require the member to be off work for a similar duration on an intermittent basis. During the first two years of employment, faculty may draw upon anticipated annual sick leave, not to exceed 24 sick leave days. In the event the faculty member voluntarily leaves the College, he or she shall be required to reimburse the College an amount equal to the days of sick leave used in excess of days of sick leave accumulated.

## **14.6 Special Leaves.**

- 14.6.1 Three days of leave shall be granted per Academic Year and the following Summer session for the death, serious illness in the immediate family, or birth or adoption of a child. The death and serious illness provisions apply to the immediate family of the faculty member. Immediate family shall be defined as follows

Spouse  
Mother

Civil Partner  
Mother-in-law

Domestic Partner  
Grandmother

Father	Father-in-law	Grandfather
Son	Son-in-law	Grandchild
Daughter	Daughter-in-law	Spouse's Grandparents
Brother	Brother-in-law	Member of household
Sister	Sister-in-law	Legal Guardian

An additional two days may be granted upon approval by the appropriate Chief Officer. This leave is not cumulative or chargeable against any other leave program. Serious illness shall be defined as an illness in which a physician is consulted and may require supporting documentation.

If more than the approved days are required, additional days may be used and be charged to accumulated sick leave.

- 14.6.2 Three days of personal leave for business, family, or religious matters not otherwise provided for in the College calendar shall be granted per Academic Year and following Summer session. This leave is not cumulative or chargeable against any other leave program. Notice of planned utilization of personal business leave shall be given to the appropriate Dean/Director (designee) at least forty-eight (48) hours in advance, except in an emergency.
- 14.6.3 Subject to written approval of the appropriate Dean/Director and Chief Academic Officer, permission to attend professional meetings, conferences, conventions, speaking engagements or seminars shall be granted equitably to all faculty members. This leave shall include proper travel time, and reasonable and necessary expenses shall be reimbursed by the College within budgetary and funding limitations.
- 14.6.4 Leave for jury duty shall be afforded those faculty members called. The member shall receive his full salary for the period of jury duty, but shall refund to the College any money he receives for such duty except for transportation money which is retained by the faculty member.
- 14.6.5 Paid disability leaves, including leave for pregnancy-related disabilities, shall be as provided for by the Illinois State Universities Retirement System and other applicable law.

Unpaid disability leave or leaves to be used in conjunction with a disability leave after the disability terminates shall be at the discretion of the Board as provided for in Section 14.6.6 below. Once a faculty member on disability leave has exhausted his paid sick leave, he may continue insurance at this expense at the group rates established by the carrier until the disability leave expires. Absence on disability leave shall be included in determining length of service in accordance with Section 14.6.6 below. Further, while disability leave shall not be considered a break in continuous service, disability leave shall be excluded in computing the necessary period of time for tenure.

#### 14.6.6 Unpaid Family Hardship Leave.

14.6.6.1 Family shall be granted unpaid family hardship leave of up to 12 months for, but not limited to, the following situations:

14.6.6.1.1 Birth of a child, after disability leave has been exhausted;

14.6.6.1.2 Adoption of a child;

14.6.6.1.3 Serious illness of immediate family member (child, spouse, parent);

14.6.6.1.4 Family problems related to the raising of a minor child.

14.6.6.2 The faculty member must submit a written request for unpaid family hardship leave through the appropriate Dean/Director and Chief Officer, giving at least six (6) weeks advance notice of the expected date of leave, except in cases of emergency.

14.6.6.3 During the unpaid family hardship leave, all rights and seniority shall continue to apply as though the faculty member were on active duty in accordance with the following provisions:

14.6.6.3.1 For a leave of twenty (20) weeks or more duration taken during the Academic Year, the faculty member will not be given credit for an additional year of seniority for an Academic Year and will remain on the same step of the salary schedule with the same number of years of seniority for the next Academic Year.

14.6.6.3.2 For a leave of less than twenty (20) weeks duration taken during the Academic Year, the faculty member will continue to accrue seniority and shall advance on the salary schedule with an additional year of seniority at the start of the next Academic Year.

14.6.6.4 The leave period shall not be considered as a break in continuous service but will not count as part of the length of active service required for tenure in the case of non-tenured faculty. The faculty member shall continue to earn leave time as long as he is receiving pay; no leave time shall be earned when he is in a non-pay status.

14.6.6.5 The faculty member's selected insurance coverages shall remain in force for up to 12 weeks of unpaid family hardship leave and the College shall continue to pay the employer's share of the insurance premiums during

these 12 weeks and the faculty member shall continue to pay the employee's share during these 12 weeks.

Should the period of unpaid leave exceed 12 weeks in an Academic Year, then the faculty member is responsible for paying 100% of the insurance premiums in effect for the period of time in excess of 12 weeks.

- 14.6.6.6 The faculty member must submit a written notice to the appropriate Dean/Director and Chief Officer of the intent to return to work at least thirty (30) days prior to such date, when possible. The return to work shall normally occur at the beginning of an academic session in order to minimize the disruption to the academic progress of the students. Return to work during an academic session shall require the approval of the appropriate Dean/Director and Chief Officer and approval will not be unreasonably withheld. Return to work may also require supporting medical documentation and/or certification of fitness for duty.
- 14.6.6.7 The faculty member returning from unpaid family hardship leave shall be reinstated to the same position held prior to the unpaid family hardship leave so long as said position exists. If said position does not exist, the employee shall be reinstated to a like position or exercise the retrenchment rights under Article 22. The College shall have the responsibility to advise employees on unpaid family hardship leave of their SURS rights and insurance provisions.
- 14.6.7 Eligible faculty members who are victims of domestic or sexual violence shall be afforded up to twelve (12) weeks of unpaid leave as applicable under the provisions of the Illinois Victims' Economic Security and Safety Act (VESSA) (820 ILCS 180/1 *et seq.*).
- 14.6.8 Eligible faculty members shall be afforded up to twelve (12) weeks of unpaid leave as applicable under the provisions of the federal Family Medical Leave Act (FMLA).
- 14.6.9 Eligible faculty members shall be afforded to have six (6) weeks of their sick leave to run concurrently with FMLA as paid parental leave following the birth or adoption of a child.

## **14.7 Sick Leave Bank.**

### **14.7.1 Purpose:**

- 14.7.1.1 A sick leave bank shall be established to provide sick leave benefits to faculty members who incur a prolonged illness or injury. For faculty members having exhausted their sick leave, the sick leave bank may be



used for parental leave in conjunction with FMLA. Parental leave is defined as leave associated with the birth or adoption of a child.

- 14.7.1.2 All participants agree to hold harmless the College and the Faculty Union regarding the administration of the sick leave bank program and any determinations made thereby.

#### 14.7.2 Membership:

- 14.7.2.1 All faculty members shall be members of the sick leave bank unless they decline enrollment in writing within sixty (60) days of hire for new employees or within 60 days of the initiation date of this Agreement for existing faculty members.
- 14.7.2.2 A faculty member withdrawing from membership in the bank shall waive his right to use of the sick leave bank for his term of employment. Any member who wishes to withdraw from membership in the bank can do so by written notice to the sick leave bank committee. Official withdrawal will be effective five working days after the official notification. However, because the contribution of sick days is treated in the same manner as insurance, any contributed sick days will not be returned to a faculty member who withdraws from the sick leave bank.
- 14.7.2.3 Membership in the bank is automatically terminated upon effective dates of resignation, retirement, or dismissal.
- 14.7.2.4 Donations to the sick leave bank will be made on a strictly voluntary basis by full-time faculty members. Faculty members are free to withdraw from participation in the sick leave bank under the terms of Section 14.7.2 above.

#### 14.7.3 Contributions:

Each faculty member having a minimum of 12 days sick leave credit may enroll in the bank shall initially donate two (2) days sick leave to the bank and thereafter one (1) sick leave day per year effective July 1 until the bank total is at least 500 days. Additional day(s) will be donated at a rate of one (1) sick leave day per year anytime the bank falls below one hundred fifty (150) days. Prior to the date of retirement or resignation, faculty members shall be asked to voluntarily contribute up to three days to the Bank. The Executive Committee shall maintain the count of days in the Sick Leave Bank and will work with the Human Resources Department to ensure its accuracy.

#### 14.7.4 Eligibility:

- 14.7.4.1 A faculty member shall not be eligible to draw on the bank, if in the opinion of the Executive Committee, the faculty member failed to maintain an

appropriate sick leave balance prior to the injury or illness that depleted the member's leave credits. The decision as to what is considered an appropriate sick leave balance rests solely with the Executive Committee.

- 14.7.4.2 Also, any member of the bank who receives benefits from the State University Retirement System or who is absent from work due to work-related injury and is receiving periodic payments through Workers Compensation, may not draw upon the benefits of the sick leave bank.
- 14.7.4.3 A faculty member shall not be eligible to draw on the bank until the faculty member has depleted all accumulated sick leave days, personal leave days, and in the case of 12-month teaching faculty, all accumulated vacation days.
- 14.7.4.4 A faculty member shall be entitled to draw from the bank provided that the faculty member is personally ill or injured, as verified by a physician's certificate which identifies the specific nature of the illness or injury, confirms the faculty member's inability to perform teaching duties, and includes the estimated duration of necessary absence.
- 14.7.4.5 A faculty member may use the sick leave bank in the event of the birth or adoption of a child into their family, not to exceed six weeks.

#### 14.7.5 Application Process:

- 14.7.5.1 Applications for sick bank coverage are to be submitted for review by a special committee comprised of five (5) faculty members selected by the Union's Executive Committee. The committee shall be responsible for ascertaining the eligibility of the faculty member to draw on the bank.
- 14.7.5.2 Applications shall state the cause for the absence and expected dates of the leave. The application shall be accompanied by the aforementioned physician's certificate. The Executive Committee will make all final determinations based upon a majority vote of its members. Faculty members wishing to petition for benefits from the Sick Leave Bank will have the right to request a hearing before the Committee to state their reasons for application. After the Committee makes its final and binding determination, the faculty member requesting benefits from the Sick Leave Bank will be notified in writing within 14 days of the Committee's determination.
- 14.7.5.3 The bank shall be administered exclusively by the faculty sick leave bank committee and the Union's Executive Committee which shall be responsible for notification of the College's Human Resources Department and appropriate Dean/Director and Chief Officer regarding the Executive

Committee's review and approval of a faculty member's application for sick leave bank days.

- 14.7.5.4 Applicants for the sick leave bank agree to hold harmless the College and the Faculty Union regarding the release of documents otherwise protected under HIPAA and/or other privacy-related laws, as well as the determination of qualifications for use of the sick leave bank.

#### 14.7.6 Conditions for Withdrawal of Leave from the Sick Leave Bank:

- 14.7.6.1 After the faculty member has received approval of the Union's Executive Committee for use of sick leave days, the member may withdraw a maximum of eighty-five (85) days from the sick leave bank in any one Academic Year based upon a single covered illness or injury as verified by a physician's certificate.
- 14.7.6.2 Any days of absence based upon withdrawal of sick leave bank days must be continuous and not intermittent in duration.
- 14.7.6.3 No faculty member shall draw upon the sick leave bank in two successive years, unless they shall render service for at least sixty (60) work days prior to drawing from the bank the second year.
- 14.7.6.4 The faculty member may use the leave bank in consecutive years.
- 14.7.6.5 Faculty members withdrawing such leave days from the bank shall not be required to repay those days.
- 14.7.6.6 Any sick leave bank days requested but unused by the faculty member shall be returned to the bank.
- 14.7.6.7 Faculty members receiving sick leave credits under this program shall not earn additional days of leave while the bank is covering the member's absence.
- 14.7.6.8 In the event the Committee receives multiple, simultaneous requests, which would deplete the Sick Leave Bank to zero days, the Committee will consider the totality of the circumstances surrounding the multiple requests, and if necessary, make pro rata distributions of the requested benefits.

### **14.8 Substantiation of Sick Leave.**

The Board may at its discretion require substantiation of sick leave by a physician's statement if there is an apparent abuse.

#### **14.9 Return to Work Documentation.**

The Board may at its discretion require documentation by a physician's statement prior to an employee's return to work. Such documentation shall indicate the date when the faculty member may return to work and any restrictions under which the employee may function. Such documentation shall further identify the length of time each restriction should last until unrestricted duty is restored. The Board reserves the right to require an independent health examination to determine the faculty member's fitness to return to work, with such costs paid by the College.

### **ARTICLE 15 – RETIREMENT INCENTIVE PROGRAM**

#### **15.1 Term of Program.**

This Retirement Incentive Program shall be in effect only for the duration of this collective bargaining agreement. This Retirement Incentive Program shall expire at midnight on August 11, 2024.

#### **15.2 Eligibility to Participate.**

Eligibility to participate in this Retirement Incentive Program is limited to those full-time tenured faculty members covered by this agreement who, on the date of their retirement, will

15.2.1 be at least 60 years old and will have been employed as a full-time faculty member with the College for at least 10 years; or who will

15.2.2 have accumulated at least 30 years of service credit.

#### **15.3 Nature of Retirement Incentive.**

15.3.1 This Retirement Incentive Program shall operate as the contractual provision collectively bargained between the Union and the Board pursuant to the Illinois Educational Labor Relations Act, as referenced in 40 ILCS 5/15-112, as amended in 2002 by HR 5168, enabling employer payment for unused sick leave to be used by SURS in determining final rate of earnings to be used in calculating an employee's SURS average salary and therefore an employee's SURS retirement annuity.

15.3.2 Eligible faculty members who choose to participate in the Retirement Incentive Program shall submit an irrevocable letter of resignation for purposes of retirement under SURS up to two years in advance of the employee's scheduled retirement date.

15.3.3 The employer shall, in each SURS fiscal year bounded by the date of the resignation submittal and the effective date of the scheduled retirement (up to two (2) years

maximum), pay to the retiring employee as regular earnings, any benefits due the retiring employee under Section 14.5.4 of this agreement in a manner coordinated with all other SURS eligible earnings so as to increase the retiree's earnings in each of the eligible SURS fiscal years to a level not greater than 120% of each prior year's SURS eligible earnings.

- 15.3.4 Any benefits due an employee under Section 14.5.4 of this agreement which do not get paid to the employee under this Retirement Incentive Program shall be paid under the provisions of Section 14.5.4 or surrendered by the employee at the employee's option in order for the sick days to be reported to SURS by the employer and used by SURS for the award of additional service credit to the retiring employee.
- 15.3.5 Participating faculty members who cannot maximize the 120% increase in earnings from one SURS fiscal year to another may still participate.
- 15.3.6 All other provisions of this agreement pertaining to benefits for retiring faculty members shall remain in full force and effect. The number of accumulated and unused sick leave days reported to SURS shall be reduced by the normal payout level of 100 days or the level described in #15.3.4 above.

#### **15.4 Timetable for Participation.**

- 15.4.1 The written notification of intent to participate in this program and to retire on the designated date shall be submitted to the appropriate Dean during the timeframe of June 2021 through April, 2024.
- 15.4.2 Once the Board of Trustees has accepted the retirement notification and approved the faculty member's participation in the program, the retirement decision is irrevocable.
- 15.4.3 The faculty member must choose a retirement date which does not occur during the course of an academic term. The most appropriate dates are January 1, June 1 and August 1. The latest possible retirement date in this program is August 1, 2024
- 15.4.4 Nothing in this provision otherwise operates to obligate Southwestern Illinois College to provide a Retirement Incentive Program for faculty members beyond the term of this Agreement, and any future implementation of such a program is still subject to negotiation and agreement by the parties.

## **ARTICLE 16 – GRIEVANCE PROCEDURE**

### **16.1 Definition.**

A grievance is a dispute or difference of opinion alleged by a faculty member covered by this Agreement with the College involving the meaning, interpretation, or application of the specific provisions of this Agreement.

## **16.2 Procedure.**

The parties agree to act in good faith to attempt to resolve grievances promptly and expeditiously, in accordance with the following procedure:

- Step 1        If a faculty member has a grievance, he shall present it in writing to the appropriate Dean or Director. If after ten calendar days it is not settled to their mutual satisfaction, he shall present the matter within ten calendar days after receipt of the written response of the appropriate Dean, to the Executive Committee of the Union, which shall have the responsibility for deciding whether the matter will be appealed further.
  
- Step 2        If the Executive Committee of the Union decides to appeal the grievance to Step 2, the Union shall, within ten calendar days after the matter was presented to the Executive Committee by the faculty member, appeal the grievance in writing to the appropriate Chief Officer.
  
- Step 3        If the grievance is not resolved in Step 2 within ten calendar days of its presentation at that step, the Union shall, within ten calendar days after receipt of the written response of the appropriate Chief Officer, appeal the grievance in writing to the College President. If the grievance is not resolved within ten calendar days after presentation to the President, the Union may elect to appeal the grievance to arbitration.

## **16.3 Arbitration.**

If the grievance is not settled in accordance with the foregoing procedure, the Union may appeal the grievance to arbitration within ten calendar days after receipt of the written response of the President in Step 3. The parties shall attempt to agree upon an arbitrator within ten calendar days after receipt by the College of notice of the appeal to arbitration; in the event the parties are unable to agree upon an arbitrator within said ten calendar days, the parties shall immediately jointly request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of arbitrators. Either party may reject one entire panel of arbitrators. From an acceptable panel, the arbitrator shall be selected in accordance with either the Federal Mediation and Conciliation Service or American Arbitration Association procedures, except that no arbitrator may be selected without the input of both parties in the selection process. The arbitration hearing shall be conducted at the earliest date mutually convenient for the parties and the arbitrator.

## **16.4 Authority of Arbitrator.**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a finding with respect to the specific issue submitted to him by the College and the Union, and shall have no authority to make a finding on any other issue not so submitted to him. The arbitrator shall be without power to make a finding contrary to or inconsistent with or modifying or varying in any way the laws of the United States or of the State of Illinois. The arbitrator shall submit in writing the finding as soon as reasonably practicable following the close of the hearing or the formation of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The findings shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be binding.

#### **16.5 Expense of Arbitration.**

The fees and expenses of the arbitrator and the costs of a meeting room, if any, and a written transcript, if any, shall be divided equally between the College and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

#### **16.6 Time and Limit for Finding.**

No grievance shall be entertained or processed unless it is submitted at Step 1 within 30 calendar days after knowledge by the grievant of the occurrence of the event or circumstances giving rise to the grievance. If a grievance is not presented within this time limit, it shall be considered waived. If a grievance is not appealed to the next step in the procedure set forth in Section 16.2 within the specified time limit or any agreed extension thereof, it shall be considered settled based upon the College's last response. If the College does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the College and Union representatives involved in each step.

## **ARTICLE 17 – Faculty Union Dues and Political Action Committee**

#### **17.1 Faculty Union Dues**

The College shall honor faculty members' individually authorized union dues deduction forms and shall make such deductions in the amounts certified by the Union for union dues. Authorized deductions shall be irrevocable except in accordance with the terms under which a faculty member voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that a faculty member revokes their dues in accordance with the terms in which they authorized the dues deductions, the Union will notify the College after the close of the revocation window.

The College agrees to remit these dues to the Union each month through electronic transfer. An alphabetical list of faculty members for whom deductions have been made and the amount of each deduction shall accompany the first remission of each academic year. Any changes in personnel from the previously furnished list shall be submitted to the Union electronically.

## **17.2 PAC Check off.**

- 17.2.1 The College shall deduct contributions to the FAC/PAC (Faculty Union Political Action Committee) fund from the paychecks of any employee who authorizes in writing such a donation be made.
- 17.2.2 The College shall transmit such contributions to the Faculty Union Treasurer at the end of each month.
- 17.2.3 Employees who desire to cancel such contributions shall notify the College and the Union in writing. Under no circumstances shall the Union or the employer deny the right of employees to revoke the authorization of payroll deduction of FAC/PAC contributions.
- 17.2.4 The College shall transmit with the contributions the standard information pertaining to the identity of the faculty contributors and the amount of the contributions to the Faculty Union.

## **17.3 Indemnification.**

The Union shall indemnify and hold harmless the Board of Trustees, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise) that shall arise out of complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit or reassignment furnished under any such provisions.

# **ARTICLE 18 – INTELLECTUAL PROPERTY RIGHTS**

## **18.1 Scope.**

This Article sets forth the rights and obligations of the parties hereto as to intellectual property rights of the College and of the members of the bargaining unit, such rights to include, but not to be limited to, rights in intellectual property that can be trademarked, copyrighted or patented.

## **18.2 Definitions.**



18.2.1 COPYRIGHT/COPYRIGHTABLE: Original works or authorship, including computer programs, fixed in any tangible medium of expression, now known or later developed, from which such works can be perceived, reproduced, or otherwise communicated, either directly, or with the aid of a machine or device. Works of authorship include the following categories:

- 18.2.1.1 Literary works;
- 18.2.1.2 Musical works, including any accompanying words;
- 18.2.1.3 Dramatic works, including any accompanying music;
- 18.2.1.4 Pantomimes and choreographic works;
- 18.2.1.5 Pictorial, graphic, and sculptural works;
- 18.2.1.6 Motion picture and other audiovisual works;
- 18.2.1.7 Sound Recordings;
- 18.2.1.8 Architectural works; and
- 18.2.1.9 Materials and websites developed for online delivery of courses.

18.2.2 INTELLECTUAL PROPERTY: Any trademarkable, copyrightable or patentable matter or any intellectually created tangible thing or matter including, but not limited to: books, texts, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, items in the syllabi with the exception of standardized objectives and/or templates, tests and work papers; lectures, musical and/or dramatic compositions, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids; video and audio tapes and cassettes; computer programs; live video and audio broadcasts; programmed instruction materials; drawings, paintings, sculptures, photographs and other works of art.

18.2.3 PATENT/PATENTABLE: Includes (a) utility inventions or discoveries which constitute any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, as such is further defined in 35 USC Sections 100,101; (b) ornamental designs, being new, original and ornamental designs for an article made, as such is further defined in 35 USC Section 11, et seq.; and (c) plant patents being for the asexual reproduction of a distinct and new variety of plant, including cultivated sports, mutants, hybrids and newly found seedlings, other than a tuber propagated plant or plant found in an uncultivated state, as such is further defined in 35 USC 161, et seq.

18.2.4 TRADEMARK/TRADEMARKABLE: Any word, name, symbol, or device or combination thereof adopted and used by an employee to identify his goods and distinguish them from those made, manufactured or sold by others.

### **18.3 Presumption of Ownership.**

It shall be presumed that intellectual property created, made or originated by an employee covered by this Agreement shall be the sole and exclusive property of such employee for perpetuity or so long as the federal law applicable thereto allows, except as that employee may choose individually to contract away such property in full or in part, and further except as the employer may expect an employee to create syllabi, assignments, and tests for students limited to classes taught in the employee's department or program, in which case the College shall have the right to expect the employee to use such materials in his or her aforesaid classroom and the College shall not be expected to pay royalties for said materials but may not transfer ownership or sell the use of said materials to others than the creator; provided further, that if such contractual arrangements are made between the employee and the College that, the Union must also be a party thereto; otherwise there shall be no restrictions upon the employee except as otherwise explicitly set forth herein. Creatorship of intellectual property shall be presumed in the claiming employee as against the College. Intellectual property created by the employee in the fulfillment of the employee's normal duties and responsibilities under this collective bargaining agreement is presumed to belong to the employee for proprietary or marketing purposes outside of the College but is available to the College for internal review and for review by external agencies regulating the College.

The College is the presumed owner of intellectual property only when the College enters into an agreement with the employee to specifically create such specified intellectual property in exchange for compensation and this agreement specifically outlines the development obligations and the College's exclusive ownership.

The College and the employee are joint owners of intellectual property when they enter into a specific agreement to create such intellectual property and this agreement defines the development obligations and ownership share of each party.

#### **18.4 Use of Funds from Sales of Intellectual Property.**

- 18.4.1 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.
- 18.4.2 Funds received by the employee from the sale of intellectual property owned by the employee shall be allocated and expended as determined solely by the employee.
- 18.4.3 Funds received by the employee and by the College from the sale of intellectual property owned jointly by the employee and the College shall be allocated and expended in accordance with the specific agreement negotiated by the employee and the College concerning such jointly owned intellectual property.

#### **18.5 Obtaining Copyrights, Patents or Trademarks.**

It shall be the obligation of the creator of the intellectual property to act to protect his or her rights pertinent thereto under the law. Nothing set forth herein shifts the aforesaid obligation from the employee to either the College or the Union.

## **18.6 Development Obligations.**

- 18.6.1 The College supports the development, production, and dissemination of copyrightable, trademarkable, patentable, and other intellectual properties by its employees.
- 18.6.2 It is understood that intellectual property developed by employees on or off college time, except for those materials for which the College had specifically contracted, prior to August 17, 1992 shall remain the property of such employees but shall continue to be used for the benefit of the College while the employee remains an employee of the College.
- 18.6.3 The resources, including materials and time, required to develop intellectual property shall be provided by the presumed owner of the intellectual property. Intellectual property may be used in the classroom to further its efficacy and efficiency without jeopardizing this section of the agreement.

## **ARTICLE 19 – FACULTY EVALUATION**

### **19.1 Evaluation of Faculty on Tenure Track.**

#### **19.1.1 Purpose.**

The purpose of the evaluation system for non-tenured faculty is to assist the faculty member in his professional development and to evaluate his performance as a basis for tenure.

The Board of Trustees shall make a decision to grant or to withhold tenure after reviewing the recommendation of the administration and the individual faculty member's tenure review committee. This decision to grant or not grant tenure must be made within 3 Academic Years of the date of employment of the faculty member being evaluated. (Date of employment means the first day of active duty as a full-time faculty member.)

#### **19.1.2 General Features.**

The annual evaluation system consists of a scheduled planning conference and two scheduled evaluation conferences between the Dean, the tenure committee and the faculty member. Completion of a written narrative describing the faculty member's performance is required by the Dean. A written narrative describing the faculty member's performance is required by each member of the tenure committee, although

one narrative may be agreed to by all members of the committee. Any individual member of the tenure committee may write his own narrative. A written self-evaluation narrative or departmentally-sanctioned portfolio must be submitted by the non-tenured faculty member to his committee prior to the end of each semester's final conference.

### 19.1.3 Evaluation Procedures.

The following procedures are established for the purpose of evaluating the performance of non-tenured faculty members, including wellness advocates and librarians at the College. A probationary period of three years from the date of hire as a full-time faculty member exists for new faculty members. New faculty members will be oriented to the evaluation procedure utilized by the institution along with their responsibilities as faculty members.

- 19.1.3.1 A tenure committee for each non-tenured faculty member will be formed by the appropriate Dean or Director within the first three weeks of the first semester of employment. The committee will consist of at least three tenured members from the department or program area. If there are fewer than three tenured members in the department or program, the remainder of the committee can be selected from the division, and /or related areas. One of the tenure committee members will be designated by the Dean or Director as chairperson of the committee. The Dean or Director will serve as an ex-officio member of the tenure committee.
- 19.1.3.2 Deans and Directors will ensure that non-tenured faculty members are afforded opportunities to develop their professional abilities in order to increase their effectiveness as members of the faculty at the College.
- 19.1.3.3 The appropriate Chief Officer may meet with the non-tenured faculty member, the tenure committee and/or Dean/Director to periodically determine the effectiveness of the mentoring process.
- 19.1.3.4 Schedule of Tenure Committee/Administrative Recommendations for Non-Tenured Faculty:
  - 19.1.3.4.1 The tenure committee will review the performance of the non-tenured faculty member during each semester of his or her first three years (and optional fourth year) of employment at the College.
  - 19.1.3.4.2 A written report of each review and a recommendation regarding continued employment, will be discussed with the faculty member under review and forwarded to the appropriate Dean or Director by December 1<sup>st</sup> of each year.

19.1.3.4.3 A written recommendation regarding the continued employment of each non-tenured faculty member will be completed by the tenure committee, reviewed and considered by the Dean or Director, and forwarded to the Chief Officer by December 10<sup>th</sup> of each year.

19.1.3.4.3.1 Deans' or Directors' recommendations to the appropriate Chief Officer will be based upon consideration of all procedures used to evaluate the performance of non-tenured faculty members. These procedures may include student evaluations, peer evaluations, supervisor evaluations, and classroom observations.

19.1.3.4.3.2 Deans and Directors will ensure that the non-tenured faculty member and the appropriate Chief Officer are informed of unfavorable evaluation reports which may be initiated at any time during the three years (or optional fourth year) of a non-tenured faculty member's employment. If such a report results in a Dean's or Director's recommendation for employment action, the recommendation must be forwarded to the appropriate Chief Officer not later than December 10<sup>th</sup> of each year.

#### 19.1.4 Schedule of Board Action For Non-Tenured Faculty.

19.1.4.1 For first year faculty members, the Board of Trustees will act upon employment recommendations in accordance with Article IIIB of the Illinois Public Community College Act (110 ILCS 805/3B-1 *et seq.*).

19.1.4.2 For second year faculty members, the Board of Trustees will act upon employment recommendations in accordance with Article IIIB of the Illinois Public Community College Act (110 ILCS 805/3B-1 *et seq.*).

19.1.4.3 For third year faculty members, the Board of Trustees will act upon employment recommendations in accordance with Article IIIB of the Illinois Public Community College Act (110 ILCS 805/3B-1 *et seq.*).

19.1.4.4 For fourth year faculty members rehired but not tenured, the Board of Trustees will act upon the employment recommendation and make the final tenure decision in accordance with Article IIIB of the Illinois Public Community College Act (110 ILCS 805/3B-1 *et seq.*).

## 19.2 Post-tenure Review.

- 19.2.1 Purpose: The primary objective of assessment of tenured faculty members is for the improvement of instruction and is not to be used in a punitive fashion.
- 19.2.2 Full-time tenured faculty will be evaluated starting with the 2022 Academic Year. During the Summer of 2021, a joint effort of faculty members appointed by the Union and administrators appointed by the President (with each group's members not exceeding five (5) participants) will meet for the purpose of reviewing the Administration's and the Union's performance evaluation instruments provided during negotiations, without regression. The final instruments shall be agreed upon by the Administration and the Faculty Union by September 1, 2021 and shall be incorporated in this Agreement.
- 19.2.3 Any modifications of the faculty evaluation instrument shall be discussed and developed through a joint effort of the Administration and Faculty Union.

## ARTICLE 20 – PROFESSIONAL RANK

Faculty shall be classified as instructor, assistant professor, associate professor, or professor according to years of service and education. For faculty holding a master's degree or higher, the following table shall be used to determine professional rank. Years of service means years of employment as full-time faculty at Community College District #522.

Years of Service	Master's 0-14	Master's 15-29	Master's 30-44	Master's 45-59	Master's 60 +	PhD
<1-1						
1-<2						
2-<3						
3-<4						
4-<5						
5-<6						

6-<7						
7-<8						
8-<9						
9-<10	Associate Professor					
10-<11						
11-<12						
12-<13						
13-<14						
14-<15						
15-<16						
16-<17						
17-<18						
18-<19						
19-<20	Professor					
20-<21						
21-<22						

Faculty who do not have a master's degree shall be classified as instructor. After four years of continuous employment at the College, a faculty member not having a master's degree will be classified as assistant professor if he or she holds 1) a bachelor's degree with a major in the subject field, or 2) a specialized vocational certificate or license in the subject field. A faculty member not having a master's degree shall move from assistant professor to associate professor after 12 years of continuous service and shall move from associate professor to professor after 22 years of continuous service.

## ARTICLE 21 – PROFESSOR EMERITUS

21.1 The provisions of this article should not be construed to provide a guarantee of future employment. Retired full-time faculty members who are granted *Professor Emeritus* status are not members of the Faculty Union. With the sole exception of this Article 21, none of the provisions of this Agreement are applicable to retired full-time faculty members.

21.2 The position of Professor Emeritus is established as follows:

- 21.2.1 A full-time member of District #522, who retires under SURS and terminates employment with the College, may apply to become a Professor Emeritus. Applications for Professor Emeritus shall be made no earlier than 65 days after a faculty member's last day of employment and no later than the one year anniversary of his last date of employment. Applications from those seeking to participate in the Professor Emeritus program shall be sent to the attention of the applicant's appropriate Chief Officer. An application will be processed within fifteen (15) scheduled work days following the receipt of the application by the Chief Officer.
- 21.2.2 Upon receipt of the application, the Chief Officer shall forward the application to all members of the faculty assigned to the department or program to which the applicant previously reported. Within ten (10) scheduled working days, a majority of the faculty in the appropriate department or program must vote to recommend approval or disapproval of the application. The faculty may select to abstain from making a recommendation. The department chair or program coordinator shall forward the decision of the faculty to the Chief Officer. Within five (5) scheduled working days the Chief Officer must approve or disapprove the application. The decision of the appropriate Chief Officer or designee is final. Acceptance into the program shall entitle the retiree to Professor Emeritus status for up to two (2) years. Professor Emeritus faculty may request an extension of their status on a year-to-year basis by submitting a written request to the Chief Officer by February 1<sup>st</sup> of the last year of the term. The Chief Officer shall approve or deny the Professor Emeritus continuation request by March 15. The decision of the Chief Officer is again final. If either the initial request or the request to continue is denied, the faculty member will not be eligible to teach or serve in the future. Before disapproving an application or extension of Professor Emeritus status, the Chief Officer will discuss with the Union President the reason(s) for the disapproval.
- 21.2.3 Subject to course availability, the teaching Professor Emeritus may elect to teach a combination of courses which will not exceed 18.0 equated semester hours in value or three classes, whichever is the greater. This maximum applies to the combination of the regular Academic Year and the following Summer session. No more than 9.0 equated hours or two classes whichever is the greater may be taught during any one semester or Summer session. The compensation for teaching these hours shall be based upon the faculty member's placement on the Salary Schedule at the time of retirement. The professor Emeritus retiring at less than Step 24 shall be forever frozen at that step. The Professor Emeritus retiring at greater than Step 24 shall be forever frozen at Step 24. The rate of pay for overload teaching performed by a Professor Emeritus shall be calculated as follows:



- 21.2.4 The rate of compensation for equated semester overload hours shall be calculated according to the salary schedule for that Academic Year in accordance with the following formula:

Equated Semester Overload Hours x 0.40 of the Salary Schedule per Section 21.2.3

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- 21.2.5 Subject to overload availability, the wellness advocate or librarian accepted into the Professor Emeritus program may elect to work a combination of overload assignments which will not exceed 15.0 equated semester hours in value. This maximum applies to the combination of the regular Academic Year and the following Summer session. No more than 5.0 equated hours may be worked during any one semester or Summer session.

For clarity and for planning purposes, the Professor Emeritus wellness advocate and librarian overload assignments will be described in terms of the starting and ending dates of the assignment, the days to be worked during the week, the specific hours to be worked each day or evening, and the campus on which the work will be done. These assignments will be designed or packaged as blocks of time on specific days, generally based upon the beginning and ending dates of the specific academic term.

Emeritus wellness advocates and librarians may be required to perform all or only some of the duties of a full-time wellness advocate or librarian. However, the Emeritus wellness advocates and librarians will not be required to perform duties which are not normally done by full-time wellness advocate or librarians.

Each equated semester hour of Emeritus wellness advocate or librarian overload consists of 20 clock hours of service. A clock hour is sixty minutes. This ratio of 1 equated hour = 20 clock hours will be used throughout the entire Academic Year and Summer session. Three hundred (300) hours of professional service will earn 15 equated hours of pay. The rate of pay for each equated hour of load shall be in accordance with the provisions of Section 21.2.4 above.

The Emeritus wellness advocates and librarians will be paid on the same payroll schedule as the hourly part-time employees. Timesheets will be submitted twice per month so that the appropriate amount of pay can be determined. There is no paid leave from Emeritus assignments. Time lost will be docked. There are no paid meal periods for Professor Emeritus faculty, however, when a work period exceeds 4 hours, an employee shall receive one 15-minute break, and another 15-minute break if the employee is scheduled to work more than six hours. Employees may be scheduled to work up to and including six consecutive hours without being scheduled for thirty (30) minute meal break. If the employee is scheduled to work more than six consecutive hours, supervisors shall allow the employee to take a thirty (30) minute meal break if so desired by the employee. The time spent on the meal break is unpaid time. An

employee foregoing the meal break shall not change the scheduled “start” and “end” times for the day.

21.2.6 The Professor Emeritus shall not be employed at any other SURS eligible Institution and the College shall have the right to limit the workload/earnings of Professor Emeritus faculty to ensure that the College does not incur any employer contribution, penalty and/or additional liability/obligation of the College to SURS under Illinois law (i.e. 40 ILCS 5/15-139.5 or such other similar statutory provision) and/or SURS Administrative Rules, related to the employment of a SURS annuitant.

21.2.7 With the Professor Emeritus status, the retired faculty member retains an email account, voicemail account and access to eStorm and Blackboard. This enables the professor to continue to utilize electronic resources that were developed prior to retirement. The swic.edu message system shall be the official means of communicating with the Professor Emeritus.

21.2.8 The Professor Emeritus shall work subject to the following conditions:

21.2.8.1 Participation in this program is subject to the availability of work for which the Professor Emeritus is qualified under the Board’s approved minimum instructor requirements.

21.2.8.2 The Professor Emeritus shall have priority in the selection of course load after all full-time faculty have obtained Academic Year and Summer overload but before any other faculty assignments are made. Post retirement overload assignments will be made to qualified Professor Emeritus faculty members in rotation order based on seniority, meaning that overload classes or service assignments will be chosen one course or service assignment at a time, starting with the most senior Professor Emeritus faculty member and continuing to the least senior Professor Emeritus faculty member until all overload preferences have been satisfied within the department/program area.

21.2.8.3 Attendance at the Fall and Spring Orientation Meetings is part of the Professor Emeritus member’s responsibilities to the College and thus does not require additional compensation.

21.2.8.4 Professor Emeritus faculty who are required to attend any meetings (including workshops, training sessions, or informational sessions) other than the Fall and Spring Orientation Meetings will be compensated at twenty-five dollars (\$25) per hour. The College, however, is not obligated to provide alternative arrangements for missed Orientation Meetings, sessions or other meetings.

21.2.8.5 Professor Emeritus faculty members shall be subject to semester evaluations using the full-time faculty evaluation format.

- 21.3 Compliance with this Article 21 shall not prevent the College from employing a full-time faculty member to teach courses or work as a wellness advocate or librarian doing work the Professor Emeritus would otherwise be qualified to do or from offering courses to a faculty member to complete a full load which could not otherwise be completed.
- 21.4 The College reserves the right to make modifications to this section to ensure compliance with Illinois law and SURS rules, in order to avoid any employer contribution, penalty and/or additional liability/obligation of the College to SURS under Illinois law and/or SURS Administrative Rules that may result from the employment of annuitants.

## ARTICLE 22 – RETRAINING

Full-time faculty members who are employed as such by the College on August 13, 1989, shall be eligible for the retraining and job security provisions set forth herein, subject to the qualifications and procedures also set forth herein. Part-time faculty members now or hereafter employed as such and full-time faculty members hired or rehired after August 13, 1989, are not eligible for these provisions. Tenured faculty members (including full-time faculty members who are tenured as of August 13, 1989, and full-time faculty members who are not tenured as of August 13, 1989, but who subsequently acquire tenure) who are subject to retrenchment or a reduction in force affecting their department or program shall be entitled to receive retraining in lieu of layoff or dismissal. The procedure to be followed shall be as follows:

- 22.1 The affected faculty member shall be notified of the proposed retrenchment on or before October 15 of the Academic Year prior to the one in which the retrenchment will be effected;
- 22.2 Upon receiving such notice, the affected faculty member shall be given the opportunity to meet with the Chief Academic Officer or his designee, together with the Union President and such other persons as the Vice President may request to be present, to discuss retraining options;
- 22.3 At or after the meeting specified in paragraph (22.2), and after consultation with the affected faculty member, the Chief Academic Officer will present to the affected faculty member a list of two disciplines, from which list the affected faculty member may select the discipline in which he will be retrained. Disciplines will be selected by the Chief Academic Officer on the basis of the needs of the College (which shall be paramount), the faculty member's background and experience, and the desires of the faculty member. Faculty members will not be required to retrain in disciplines the requirements of which include prior work experience that the faculty member does not possess. The faculty member shall have the right to veto one of the two

discipline options, in which case the appropriate Dean shall replace the vetoed option with a third discipline option for purposes of enabling the faculty member to choose between the third option and the non-vetoed option;

- 22.4 A retraining program will be devised by the affected faculty member and the Chief Academic Officer and retraining schedules and courses will be arranged by the affected faculty member upon approval of the Chief Academic Officer;
- 22.5 All tuition and fees directly related to class attendance in accordance with an approved retraining program and schedule shall be paid by the College. The College will pay such tuition and fees when they are due, but if the faculty member fails to complete any course with a grade of B or better, the tuition, book costs, and fees for that course must be refunded to the College by the faculty member;
- 22.6 Under normal circumstances, it is expected that the necessary retraining will be completed without disruption of normal teaching assignments during the three academic semesters (Spring, Fall, Spring) and two Summers immediately following notification to the affected faculty member, provided that faculty members may be given an additional semester to complete retraining in extraordinary circumstances (such as for health reasons) upon approval of the Union President and the College President.
- 22.7 If it is required, the faculty member shall be granted:
  - 22.7.1 A “mini-sabbatical” one semester in duration, during which he will be released from his normal class load at 60% of the standard pay he would otherwise receive for full-time teaching duties that semester, provided:
    - 22.7.1.1 That the faculty member shall not be eligible to receive overload or other extra assignments from the College during the “mini-sabbatical”; and
    - 22.7.1.2 That any and all retraining obligations of the College (including the 60% pay obligation during the “mini-sabbatical”) shall cease as of the first day of the employment of the faculty member outside the College (including teaching overload courses at other educational institutions) during the “mini-sabbatical”;
  - 22.7.2 If necessary, an additional semester of release time without pay in which to complete his studies, during which time provisos (22.7.1.1) and (22.7.1.2) of sub paragraph (22.7.1), above shall also be applicable to this sub paragraph (22.7.2)

Faculty members shall not be deprived of movement on the salary schedule accorded to other faculty members as a longevity increment or education lane advancement solely because they are undergoing retraining. A faculty member being retrained who meets the minimum retraining qualifications shall be entitled to pursue further academic credentials in the retraining discipline upon approval of the College President and the Union President. A faculty member who is notified of

retrenchment according to this section and who is unable to teach a full standard load through no fault of his own during any of the regular semesters of the retraining period shall nonetheless be paid as though he were teaching a full standard load for that semester, although he may be assigned compensating duties in accordance with Section 8.8.

Faculty members shall not be limited to a single application for retraining. Faculty members who have been retrained, but who must be retrained again due to circumstances beyond their control, will be eligible for retraining under the same conditions as other faculty members.

Once satisfactorily retrained, a faculty member shall be entitled to remain as a full-time faculty member with the College under such terms and conditions, including salary and benefits, as may be established from time to time by the College and/or as the product of negotiations with the Union, until his retirement, death, voluntary resignation, dismissal for cause, or failure of any subsequent retraining, so long as the College continues to exist in its present form. Faculty members who fail to achieve the necessary retraining credentials, as determined by the College, within the time allowed for such retraining in the procedure set forth above, may be dismissed or reassigned by the College subject to applicable law.

## ARTICLE 23 – SAVINGS

This Agreement is subject to applicable Federal and State law, including the Illinois Educational Labor Relations Act. If any provision of this Agreement, or the application of such provision, should be declared or rendered invalid by any court, by the Illinois Educational Labor Relations Board, or by reason of any existing or subsequently enacted legislation then the remaining parts or provisions of this Agreement shall remain in full force and effect.

## ARTICLE 24 – ENTIRE AGREEMENT

### **24.1 Entire Agreement.**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment. Amendments may be initiated at the written request of the Board or the Faculty Union, and shall become effective

upon adoption by the Board and ratification by the Faculty Union, or at such other time as the Board and the Faculty Union may agree.

#### **24.2 Waiver.**

The Board and the Faculty Union, for the duration of this Agreement, each waives the right to bargain and each agrees that the other party shall not be obligated to bargain with respect to permissive topics for bargaining, whether included in this collective bargaining agreement or not included in this collective bargaining agreement.

The Board and the Faculty Union, for the duration of this Agreement, each agrees that the other party shall not be obligated to bargain with respect to topics which have been incorporated into this collective bargaining agreement.

However, each party acknowledges that a continuing obligation to bargain to agreement will exist for mandatory topics of bargaining that are not set forth in this collective bargaining agreement when changes are contemplated that affect these mandatory topics of bargaining.

#### **24.3 Pilot Projects.**

The Board and the Faculty Union recognize that in certain instances it is to both parties advantage that minor adjustments to the collective bargaining agreement be considered, evaluated and possibly implemented prior to the expiration of the current agreement. Either party may propose a pilot project that explores a new opportunity or addresses a situation that has mutual benefit in being resolved prior to the expiration of the current agreement. Such pilot projects shall specifically identify what Section(s) is/are affected and will automatically terminate upon the ratification of a successor agreement. Further, it is understood and agreed upon that a pilot project may be terminated immediately at any time by either party. It shall be the responsibility of the Chief Academic Officer to inform the President, the Board and any affected administrative functions of the nature of the pilot project. The provisions contained herein shall apply notwithstanding the provisions contained in Section 24.1 and 24.2, which sections shall not affect Pilot Projects hereunder. Nor shall any Pilot Project considered hereunder be deemed to create a past practice or otherwise amend, alter or modify this Agreement.

## **ARTICLE 25 – MERGER AND ACQUISITIONS**

#### **25.1 Merger and Acquisition Succession.**

In the event of consolidation of Community College district #522 with any other educational entity, singular or plural, whether by merger, acquisition, or otherwise, the terms and conditions of this Agreement shall be binding upon the surviving entity.

## **25.2 Merger and Acquisition Unit Membership.**

In the event of 25.1 above, any and all faculty members attached to the consolidated or acquired institution shall become members of this bargaining unit as set forth in Section 1.1 of this contract.

## **25.3 Seniority of Acquired Unit Members.**

In the event of 25.1 above, the seniority of all unit members acquired as a result of said acquisition or merger shall date from the time said acquisition or merger takes effect.

# **ARTICLE 26 – DISCIPLINARY ACTION PROCEDURES**

## **26.1 Procedures.**

In the event the Board requests a faculty member to appear for a formal hearing involving a disciplinary matter that does not include potential dismissal, the Board shall notify the faculty member in writing at least three days prior to the date set for hearing, of the reason for the hearing and the opportunity to have a Union representative attend the hearing and assist the faculty member during the hearing.

For purposes of this agreement discipline does not include informal conferences or meetings, faculty member evaluations, non-renewal of probationary faculty or non-tenured faculty, suspension with pay or dismissal.

## **26.2 Progressive Discipline.**

26.2.1 Generally, the Board recognizes the concept of progressive discipline and shall employ the use of progressive discipline when administering discipline not involving dismissal except in circumstances justifying more immediate and serious discipline. Progressive discipline shall generally mean oral reprimand, written reprimand followed by suspension from work without pay.

26.2.2 In employing the principles of progressive discipline, movement from one step to another may be skipped completely and a faculty member moved to any level of discipline, including dismissal, if the infraction justifies such action. Similarly, progressive discipline is not designed to be a three-strikes-and-out plan, regardless of the related or unrelated nature of the offense.

## **26.3 Dismissal Procedures.**

- 26.3.1 The Board may dismiss a non-tenured faculty member at the end of a school year or term in accordance with Section 3B-3 of the Illinois Public Community College Act (110 ILCS 805/3B-3), or at any time for cause as determined by the Board.
- 26.3.2 The Board may dismiss a tenured faculty member at any time in accordance with Section 3B-4 of the Illinois Public Community College Act (110 ILCS 805/3B-4) for cause, including but not limited to the following:
  - 26.3.2.1 Permanent health disability as determined by a physician mutually agreed upon by the Board and the faculty member, which makes impossible the performance of contractual duties;
  - 26.3.2.2 Insubordination;
  - 26.3.2.3 Failure to sufficiently perform assigned duties; professional incompetence or disregard of faculty responsibilities (See Sections 4.7, 5.6, 6.6, 7.1.3, 7.2.1 and 11.2)

## ARTICLE 27 – NON ACADEMIC ISSUES

### 27.1 Internal Promotion – Full-time Faculty.

Full-time faculty may create and distribute internally within a SWIC campus, college flyers and posters (not to exceed 11" x 17" in size; unless special permission is granted) that promote individual courses, overall programs of study, and instructional versus institutional special events. Provided that such flyers and posters do not contain the College's trademarked logos and do not violate any copyright and/or trademark protections. Such promotional activities must receive prior approval from the divisional dean and will be funded through the budget of each department or its division as funds are available. The privileges granted by this Section shall not apply to flyers or posters that are either partisan-political or inflammatory in nature. Institutional events are defined as those in which the general public is invited to attend/participate and events that should be brought to the attention of Public Information and Marketing in a timely fashion for external promotion.

With prior approval from the divisional dean, and as prescribed by Board policy regarding acceptable use of institutionally managed IT resources, full-time faculty, both individually and collectively through their respective departments or divisions, may use the College's group e-mail and electronic bulletin board to promote courses, programs, and special events internally within the College provided that these electronic communications do not contain the College's trademarked logos. The privileges granted by this Section shall not apply to messages or materials that are either partisan-political or inflammatory in nature.



With prior approval from the divisional dean and subject to the availability of departmental or divisional funding, formal requests for printed promotional materials beyond those listed above, may be made by full-time faculty, individually or collectively using the PIM Marketing Services Request Form or its equivalent, for annually scheduled or otherwise reoccurring activities that allow PIM time to schedule production of these materials and to enable PIM to accommodate less-predictable and/or shorter-notice requests. Shorter-notice requests may be accommodated with prior approval from the divisional dean dependent upon the timeframe that is available and the scope of the request. The faculty member or members who make the request shall have equal authority in the final approval of the content of the promotional materials.

## **27.2 Student Conduct.**

The College, as an academic community, has the duty to develop policies and procedures which provide for, enforce, and safeguard student rights and responsibilities.

27.2.1 These specific policies and procedures are contained in the College Catalog under the section titled Student Conduct Code, Student Disciplinary Proceedings, and Student Grievance Procedures.

27.2.2 These specific policies and procedures shall be reviewed annually by a committee on which faculty members may wish to serve. The faculty members on this committee shall be recommended by the Executive Committee of the Faculty Union.

## **27.3 Faculty Notification of Student Complaints.**

27.3.1 The purpose of this section is to provide for a fair and thorough review of complaints against faculty members, both tenured and non-tenured. This section recognizes that potential complaints may be essentially academic in nature involving the professional duties of the faculty member or they may be civil/criminal in nature involving the civil rights of the students as specified in applicable state and federal law. In either case, the College agrees to abide by the principle of due process in its investigation of such complaints.

27.3.2 Whenever possible, complaints will be resolved on an informal basis in discussions between the faculty member, the appropriate Department Chair/Program Coordinator/Instructor, and/or Dean and/or appropriate Vice President. The informal resolution of complaints does not include written complaints or memoranda. Informal complaints shall be handled in a timely fashion.

27.3.3 A complaint becomes formal when it is submitted in writing by the complainant. When a formal complaint has been filed against a faculty member the faculty member shall be notified and given a copy of the complaint within 10 working days of its receipt by the Department Chair/Program Coordinator/Instructor and/or Dean and/or appropriate Chief Officer.

27.3.4 Both the Board of Trustees and the bargaining unit recognize that various state and federal statutes and regulations have specific requirements for the investigation and resolution of student complaints of sexual, age, race, or ability/disability discrimination. By matter of law, such requirements will be met by the College.

#### **27.4 Advertising of Positions.**

Administrative and faculty position openings shall be advertised in good faith to the full-time faculty before being filled by electronically posting the announcement on the SWIC network bulletin board and providing e-mail notice of same to faculty no later than three (3) days before external advertisement publication in accordance with the Board of Trustees Policy.

There will be a minimum of fourteen (14) working days between the day that the vacancy announcement is dated and the date the applications are due in the Human Resources Office.

#### **27.5 Opening Week Committee.**

The Chief Academic Officer shall convene a committee each semester that will provide advice and direction in the development and scheduling of Opening Week activities. The committee will be chaired by the Dean liaison assigned to faculty development and include at a minimum, the Coordinator of faculty development, the Coordinator of outcomes assessment, one faculty member from each of the instructional divisions and representative from the combined areas of the wellness advocates, the library and adult education. The President of the Faculty Union shall appoint the representatives of each of the instructional divisions and the combined areas of the wellness advocates, the library and adult education.


#### **27.6 Release Time Notification.**

At the end of each semester and the Summer session, the Administration shall provide to the Executive Board of the Faculty Union a list of all faculty receiving release time. The list shall include: 1) the total amount of release time given to each faculty member and 2) the purpose/s for the release time.

## ARTICLE 28 – TERM OF AGREEMENT

This Agreement shall be effective on August 12, 2019 and shall expire on the date preceding the first day of the 2024-2025 Academic Year.

  
Chairman, Board of Trustees  
Community College District #522

  
President, Southwestern Illinois  
College Faculty Union

Dated 5-27-21

Dated 9/21/21

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## Appendix A - 2019-2020 Salary Schedule

<b>2019 - 2020 Salary Schedule (2% raise)</b>							
<b>Step</b>	<b>Below Master</b>	<b>Master +0-14</b>	<b>Master +15-29</b>	<b>Master +30-44</b>	<b>Master +45-59</b>	<b>Master +60</b>	<b>PhD / Terminal</b>
1	\$47,065	\$49,948	\$50,858	\$51,827	\$52,836	\$53,845	\$55,963
2	\$47,531	\$50,442	\$51,361	\$52,340	\$53,359	\$54,378	\$56,517
3	\$48,944	\$51,940	\$52,887	\$53,895	\$54,943	\$55,993	\$58,195
4	\$50,397	\$53,484	\$54,458	\$55,496	\$56,575	\$57,657	\$59,924
5	\$51,894	\$55,072	\$56,075	\$57,144	\$58,256	\$59,369	\$61,704
6	\$53,435	\$56,708	\$57,740	\$58,842	\$59,986	\$61,133	\$63,537
7	\$53,827	\$57,126	\$58,166	\$59,274	\$60,428	\$61,583	\$64,004
8	\$54,224	\$57,546	\$58,593	\$59,711	\$60,872	\$62,036	\$64,475
9	\$55,715	\$59,128	\$60,204	\$61,352	\$62,545	\$63,742	\$66,247
10	\$57,330	\$60,900	\$62,036	\$63,238	\$64,485	\$65,744	\$68,370
11	\$58,947	\$62,673	\$63,868	\$65,124	\$66,428	\$67,748	\$70,494
12	\$60,563	\$64,448	\$65,698	\$67,011	\$68,369	\$69,751	\$72,616
13	\$62,178	\$66,220	\$67,530	\$68,897	\$70,312	\$71,753	\$74,738
14	\$63,795	\$67,994	\$69,362	\$70,785	\$72,253	\$73,756	\$76,861
15	\$65,491	\$69,856	\$71,284	\$72,765	\$74,291	\$75,858	\$79,089
16	\$67,445	\$71,864	\$73,300	\$74,797	\$76,342	\$77,961	\$81,318
17	\$69,262	\$73,858	\$75,357	\$76,916	\$78,523	\$80,168	\$83,564
18	\$71,077	\$75,830	\$77,409	\$79,028	\$80,690	\$82,418	\$85,954
19	\$72,885	\$77,832	\$79,470	\$81,143	\$82,883	\$84,663	\$88,328
20	\$74,798	\$79,932	\$81,618	\$83,368	\$85,159	\$87,012	\$90,828
21	\$76,608	\$81,924	\$83,672	\$85,487	\$87,341	\$89,257	\$93,211
22	\$78,515	\$84,018	\$85,840	\$87,699	\$89,639	\$91,626	\$95,703
23	\$80,337	\$86,023	\$87,896	\$89,829	\$91,813	\$93,862	\$98,084
24	\$82,249	\$88,131	\$90,062	\$92,060	\$94,115	\$96,228	\$100,602
Longevity	\$1,367	\$1,507	\$1,549	\$1,595	\$1,646	\$1,692	\$1,800

Longevity = .715 \* (Step 24 - Step 23)

## Appendix B - 2020-2021 Salary Schedule

<b>2020 - 2021 Salary Schedule (2% raise)</b>							
<b>Step</b>	<b>Below Master</b>	<b>Master +0-14</b>	<b>Master +15-29</b>	<b>Master +30-44</b>	<b>Master +45-59</b>	<b>Master +60</b>	<b>PhD / Terminal</b>
1	\$47,536	\$50,447	\$51,367	\$52,345	\$53,364	\$54,383	\$56,523
2	\$48,006	\$50,947	\$51,875	\$52,864	\$53,893	\$54,922	\$57,082
3	\$48,482	\$51,451	\$52,388	\$53,387	\$54,426	\$55,466	\$57,647
4	\$49,923	\$52,979	\$53,945	\$54,973	\$56,042	\$57,113	\$59,359
5	\$51,405	\$54,554	\$55,547	\$56,606	\$57,707	\$58,810	\$61,122
6	\$52,932	\$56,173	\$57,197	\$58,287	\$59,421	\$60,556	\$62,938
7	\$54,504	\$57,842	\$58,895	\$60,019	\$61,186	\$62,356	\$64,808
8	\$54,904	\$58,269	\$59,329	\$60,459	\$61,637	\$62,815	\$65,284
9	\$55,308	\$58,697	\$59,765	\$60,905	\$62,089	\$63,277	\$65,765
10	\$56,829	\$60,311	\$61,408	\$62,579	\$63,796	\$65,017	\$67,572
11	\$58,477	\$62,118	\$63,277	\$64,503	\$65,775	\$67,059	\$69,737
12	\$60,126	\$63,926	\$65,145	\$66,426	\$67,757	\$69,103	\$71,904
13	\$61,774	\$65,737	\$67,012	\$68,351	\$69,736	\$71,146	\$74,068
14	\$63,422	\$67,544	\$68,881	\$70,275	\$71,718	\$73,188	\$76,233
15	\$65,071	\$69,354	\$70,749	\$72,201	\$73,698	\$75,231	\$78,398
16	\$66,801	\$71,253	\$72,710	\$74,220	\$75,777	\$77,375	\$80,671
17	\$68,794	\$73,301	\$74,766	\$76,293	\$77,869	\$79,520	\$82,944
18	\$70,647	\$75,335	\$76,864	\$78,454	\$80,093	\$81,771	\$85,235
19	\$72,499	\$77,347	\$78,957	\$80,609	\$82,304	\$84,066	\$87,673
20	\$74,343	\$79,389	\$81,059	\$82,766	\$84,541	\$86,356	\$90,095
21	\$76,294	\$81,531	\$83,250	\$85,035	\$86,862	\$88,752	\$92,645
22	\$78,140	\$83,562	\$85,345	\$87,197	\$89,088	\$91,042	\$95,075
23	\$80,085	\$85,698	\$87,557	\$89,453	\$91,432	\$93,459	\$97,617
24	\$81,944	\$87,743	\$89,654	\$91,626	\$93,649	\$95,739	\$100,046
Longevity	\$1,329	\$1,462	\$1,499	\$1,554	\$1,585	\$1,630	\$1,737

Longevity = .715 \* (Step 24 - Step 23)



## Appendix C - 2021-2022 Salary Schedule

<b>2021 - 2022 Salary Schedule (2% raise)</b>							
<b>Step</b>	<b>Below Master</b>	<b>Master +0-14</b>	<b>Master +15-29</b>	<b>Master +30-44</b>	<b>Master +45-59</b>	<b>Master +60</b>	<b>PhD / Terminal</b>
1	\$48,011	\$50,951	\$51,881	\$52,868	\$53,898	\$54,927	\$57,088
2	\$48,487	\$51,456	\$52,394	\$53,392	\$54,431	\$55,471	\$57,653
3	\$48,966	\$51,966	\$52,913	\$53,921	\$54,971	\$56,020	\$58,224
4	\$49,452	\$52,480	\$53,436	\$54,455	\$55,515	\$56,575	\$58,800
5	\$50,921	\$54,039	\$55,024	\$56,072	\$57,163	\$58,255	\$60,546
6	\$52,433	\$55,645	\$56,658	\$57,738	\$58,861	\$59,986	\$62,344
7	\$53,991	\$57,296	\$58,341	\$59,453	\$60,609	\$61,767	\$64,197
8	\$55,594	\$58,999	\$60,073	\$61,219	\$62,410	\$63,603	\$66,104
9	\$56,002	\$59,434	\$60,516	\$61,668	\$62,870	\$64,071	\$66,590
10	\$56,414	\$59,871	\$60,960	\$62,123	\$63,331	\$64,543	\$67,080
11	\$57,966	\$61,517	\$62,636	\$63,831	\$65,072	\$66,317	\$68,923
12	\$59,647	\$63,360	\$64,543	\$65,793	\$67,091	\$68,400	\$71,132
13	\$61,329	\$65,205	\$66,448	\$67,755	\$69,112	\$70,485	\$73,342
14	\$63,009	\$67,052	\$68,352	\$69,718	\$71,131	\$72,569	\$75,549
15	\$64,690	\$68,895	\$70,259	\$71,681	\$73,152	\$74,652	\$77,758
16	\$66,372	\$70,741	\$72,164	\$73,645	\$75,172	\$76,736	\$79,966
17	\$68,137	\$72,678	\$74,164	\$75,704	\$77,293	\$78,923	\$82,284
18	\$70,170	\$74,767	\$76,261	\$77,819	\$79,426	\$81,110	\$84,603
19	\$72,060	\$76,842	\$78,401	\$80,023	\$81,695	\$83,406	\$86,940
20	\$73,949	\$78,894	\$80,536	\$82,221	\$83,950	\$85,747	\$89,426
21	\$75,830	\$80,977	\$82,680	\$84,421	\$86,232	\$88,083	\$91,897
22	\$77,820	\$83,162	\$84,915	\$86,736	\$88,599	\$90,527	\$94,498
23	\$79,703	\$85,233	\$87,052	\$88,941	\$90,870	\$92,863	\$96,977
24	\$81,687	\$87,412	\$89,308	\$91,242	\$93,261	\$95,328	\$99,569
Longevity	\$1,419	\$1,558	\$1,613	\$1,645	\$1,710	\$1,762	\$1,853

Longevity = .715 \* (Step 24 - Step 23)

## Appendix D - 2022-2023 Salary Schedule

<b>2022 - 2023 Salary Schedule (2.5% raise)</b>							
<b>Step</b>	<b>Below Master</b>	<b>Master +0-14</b>	<b>Master +15-29</b>	<b>Master +30-44</b>	<b>Master +45-59</b>	<b>Master +60</b>	<b>PhD / Terminal</b>
1	\$48,491	\$51,461	\$52,400	\$53,397	\$54,437	\$55,476	\$57,659
2	\$49,211	\$52,225	\$53,178	\$54,190	\$55,245	\$56,300	\$58,515
3	\$49,699	\$52,742	\$53,704	\$54,727	\$55,792	\$56,858	\$59,094
4	\$50,190	\$53,265	\$54,236	\$55,269	\$56,345	\$57,421	\$59,680
5	\$50,688	\$53,792	\$54,772	\$55,816	\$56,903	\$57,989	\$60,270
6	\$52,194	\$55,390	\$56,400	\$57,474	\$58,592	\$59,711	\$62,060
7	\$53,744	\$57,036	\$58,074	\$59,181	\$60,333	\$61,486	\$63,903
8	\$55,341	\$58,728	\$59,800	\$60,939	\$62,124	\$63,311	\$65,802
9	\$56,984	\$60,474	\$61,575	\$62,749	\$63,970	\$65,193	\$67,757
10	\$57,402	\$60,920	\$62,029	\$63,210	\$64,442	\$65,673	\$68,255
11	\$57,824	\$61,368	\$62,484	\$63,676	\$64,914	\$66,157	\$68,757
12	\$59,415	\$63,055	\$64,202	\$65,427	\$66,699	\$67,975	\$70,646
13	\$61,138	\$64,944	\$66,157	\$67,438	\$68,768	\$70,110	\$72,910
14	\$62,862	\$66,835	\$68,109	\$69,449	\$70,840	\$72,247	\$75,176
15	\$64,584	\$68,728	\$70,061	\$71,461	\$72,909	\$74,383	\$77,438
16	\$66,307	\$70,617	\$72,015	\$73,473	\$74,981	\$76,518	\$79,702
17	\$68,031	\$72,510	\$73,968	\$75,486	\$77,051	\$78,654	\$81,965
18	\$69,840	\$74,495	\$76,018	\$77,597	\$79,225	\$80,896	\$84,341
19	\$71,924	\$76,636	\$78,168	\$79,764	\$81,412	\$83,138	\$86,718
20	\$73,862	\$78,763	\$80,361	\$82,024	\$83,737	\$85,491	\$89,114
21	\$75,798	\$80,866	\$82,549	\$84,277	\$86,049	\$87,891	\$91,662
22	\$77,726	\$83,001	\$84,747	\$86,532	\$88,388	\$90,285	\$94,194
23	\$79,766	\$85,241	\$87,038	\$88,904	\$90,814	\$92,790	\$96,860
24	\$81,696	\$87,364	\$89,228	\$91,165	\$93,142	\$95,185	\$99,401
Longevity	\$1,380	\$1,518	\$1,566	\$1,617	\$1,665	\$1,712	\$1,817

Longevity = .715 \* (Step 24 - Step 23)

## Appendix E - 2023-2024 Salary Schedule

<b>2023 - 2024 Salary Schedule (2.5% raise)</b>							
<b>Step</b>	<b>Below Master</b>	<b>Master +0-14</b>	<b>Master +15-29</b>	<b>Master +30-44</b>	<b>Master +45-59</b>	<b>Master +60</b>	<b>PhD / Terminal</b>
1	\$48,976	\$51,976	\$52,924	\$53,931	\$54,981	\$56,031	\$58,236
2	\$49,703	\$52,748	\$53,710	\$54,732	\$55,798	\$56,863	\$59,100
3	\$50,441	\$53,531	\$54,507	\$55,545	\$56,626	\$57,708	\$59,978
4	\$50,941	\$54,061	\$55,047	\$56,095	\$57,187	\$58,279	\$60,571
5	\$51,445	\$54,597	\$55,592	\$56,651	\$57,754	\$58,857	\$61,172
6	\$51,955	\$55,137	\$56,141	\$57,211	\$58,326	\$59,439	\$61,777
7	\$53,499	\$56,775	\$57,810	\$58,911	\$60,057	\$61,204	\$63,612
8	\$55,088	\$58,462	\$59,526	\$60,661	\$61,841	\$63,023	\$65,501
9	\$56,725	\$60,196	\$61,295	\$62,462	\$63,677	\$64,894	\$67,447
10	\$58,409	\$61,986	\$63,114	\$64,318	\$65,569	\$66,823	\$69,451
11	\$58,837	\$62,443	\$63,580	\$64,790	\$66,053	\$67,315	\$69,961
12	\$59,270	\$62,902	\$64,046	\$65,268	\$66,537	\$67,811	\$70,476
13	\$60,900	\$64,631	\$65,807	\$67,063	\$68,366	\$69,674	\$72,412
14	\$62,666	\$66,568	\$67,811	\$69,124	\$70,487	\$71,863	\$74,733
15	\$64,434	\$68,506	\$69,812	\$71,185	\$72,611	\$74,053	\$77,055
16	\$66,199	\$70,446	\$71,813	\$73,248	\$74,732	\$76,243	\$79,374
17	\$67,965	\$72,382	\$73,815	\$75,310	\$76,856	\$78,431	\$81,695
18	\$69,732	\$74,323	\$75,817	\$77,373	\$78,977	\$80,620	\$84,014
19	\$71,586	\$76,357	\$77,918	\$79,537	\$81,206	\$82,918	\$86,450
20	\$73,722	\$78,552	\$80,122	\$81,758	\$83,447	\$85,216	\$88,886
21	\$75,709	\$80,732	\$82,370	\$84,075	\$85,830	\$87,628	\$91,342
22	\$77,693	\$82,888	\$84,613	\$86,384	\$88,200	\$90,088	\$93,954
23	\$79,669	\$85,076	\$86,866	\$88,695	\$90,598	\$92,542	\$96,549
24	\$81,760	\$87,372	\$89,214	\$91,127	\$93,084	\$95,110	\$99,282
Longevity	\$1,495	\$1,642	\$1,679	\$1,739	\$1,777	\$1,836	\$1,954

Longevity = .715 \* (Step 24 - Step 23)

## ***Appendix F***

### **Community College District #522 and Southwestern Illinois College Faculty Union 2019-2024**

#### **Full-time Faculty Office Assignments**

<b><u>Campus</u></b>	<b><u>Division</u></b>	<b><u>Belleville Campus Discipline</u></b>	<b><u>Room#</u></b>	<b><u>Function</u></b>
BC	BUSINESS	PARL	ISB-2102	COORD
BC	BUSINESS	OPEN	ISB-2103	PROF-2
BC	BUSINESS	BUS	ISB-2104	PROF
BC	BUSINESS	OAT	ISB-2105	PROF
BC	BUSINESS	MGMT/MKTG	ISB-2106	COORD
BC	BUSINESS	CIS	ISB-2107	COORD
BC	BUSINESS	EP/WDA	ISB-2108	COORD
BC	BUSINESS	BUS	ISB-2110	CHAIR
BC	BUSINESS	BUS	ISB-2111	PROF
BC	BUSINESS	BUS	ISB-2112	PROF
BC	BUSINESS	MGMT/MKTG	ISB-2113	PROF
BC-	BUSINESS	OPEN	ISB-2117	PROF
BC	BUSINESS	CIS	ISB-2118	PROF
BC	BUSINESS	BUS	ISB-2120	PROF
BC	BUSINESS	OAT	ISB-2121	COORD
BC	BUSINESS	EP/WDA	ISB-2122	PROF
BC	COMM SERV	ADULT ED	MC 2273	PROF
BC	ENROL SERVICES	COUNSELING	IS 1127	COUNSELOR
BC	ENROL SERVICES	COUNSELING	IS 1128	COUNSELOR
BC	ENROL SERVICES	COUNSELING	IS 1129	COUNSELOR
BC	ENROL SERVICES	COUNSELING	IS 1130	COUNSELOR
BC	HSHS	FS	FS CNTR	COORD
BC	HSHS	AOJ	MC 1514A	COORD
BC	HSHS	AOJ	MC 1516	PROF
BC	HSHS	NE	MC 2281	PROF
BC	HSHS	NE	MC 2282	PROF
BC	HSHS	NE	MC 2283	PROF
BC	HSHS	NE	MC 2285	PROF
BC	HSHS	NE	MC 2286	PROF
BC	HSHS	NE	MC 2287	PROF
BC	HSHS	NE	MC 2288	PROF
BC	HSHS	NE	MC 2289	PROF
BC	HSHS	NE	MC 2290	PROF
BC	HSHS	RT	MC 2400	COORD
BC	HSHS	RT	MC 2402	PROF

## *Belleville Campus*

<u>Campus</u>	<u>Division</u>	<u>Discipline</u>	<u>Room#</u>	<u>Function</u>
BC	HSHS	MA	MC 2405	COORD
BC	HSHS	HIT	MC 2406	PROF
BC	HSHS	HIT	MC 2407	COORD
BC	HSHS	MLT	MC 2412	COORD
BC	HSHS	EMS	MC 2417	COORD
BC	HSHS	PTA	MC 2419	COORD
BC	HSHS	PTA	MC 2420	PROF
BC	HSHS	SLS	MC 2423	COORD
BC	HSHS	SLS	MC 2425	PROF
BC	INSTRUCTION	OUTCOMES ASSESSMENT	MC 3280	PROF
BC	LEARNING RES	LIBRARIAN	ISB-1025	PROF
BC	LIBERAL ARTS	SOC SCI	LA 2014	PROF
BC	LIBERAL ARTS	SOC SCI	LA 2016	PROF
BC	LIBERAL ARTS	BEH SCI	LA 2018	PROF
BC	LIBERAL ARTS	BEH SCI	LA2020	PROF
BC	LIBERAL ARTS	ECE	LA 2022	COORD
BC	LIBERAL ARTS	HMS	LA 2024	COORD
BC	LIBERAL ARTS	BEH SCI	LA2025	PROF
BC	LIBERAL ARTS	SOC SCI	LA2026	CHAIR
BC	LIBERAL ARTS	BEH SCI	LA2027	PROF
BC	LIBERAL ARTS	BEH SCI	LA2028	CHAIR
BC	LIBERAL ARTS	BEH SCI	LA2029	PROF
BC	LIBERAL ARTS	BEH SCI	LA 2031	PROF
BC	LIBERAL ARTS	SOC SCI	LA 2032	PROF
BC	LIBERAL ARTS	SOC SCI	LA2034	PROF
BC	LIBERAL ARTS	BEH SCI	LA 2035	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2332	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2334	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2334	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2336	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2338	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2340	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2342	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2344	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2346	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2346	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2348	CO-CHAIR
BC	LIBERAL ARTS	COM/HUM	LA 2350	PROF
BC	LIBERAL ARTS	ED	LA 2354	COORD
BC	LIBERAL ARTS	COM/HUM	LA 2354	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2356	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2358	CO-CHAIR
BC	LIBERAL ARTS	COM/HUM	LA 2362	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2364	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2366	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2368	PROF

## Belleville Campus

<u>Campus</u>	<u>Division</u>	<u>Discipline</u>	<u>Room#</u>	<u>Function</u>
BC	LIBERAL ARTS	COM/HUM	LA 2376	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2378	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2382	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2388	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2390	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2392	PROF
BC	LIBERAL ARTS	COM/HUM	LA 2394	PROF
BC	LIBERAL ARTS	ART	MC 1022	CHAIR
BC	LIBERAL ARTS	ART	MC 1024	PROF
BC	LIBERAL ARTS	ART	MC 1025	PROF
BC	LIBERAL ARTS	MUSIC	MC 2301	PROF
BC	LIBERAL ARTS	MUSIC	MC 2344	CHAIR
BC	LIBERAL ARTS	MUSIC	MC 2345	PROF
BC	LIBERAL ARTS	MUSIC	MC 2346	PROF
BC	MATH & SCI	ES	MC 1441	PROF
BC	MATH & SCI	MATH	MC 2040	PROF
BC	MATH & SCI	MATH	MC 2041	PROF
BC	MATH & SCI	MATH	MC 2044	PROF
BC	MATH & SCI	MATH	MC 2045	PROF-2
BC	MATH & SCI	MATH	MC 2046	PROF-2
BC	MATH & SCI	MATH	MC 2047	PROF-2
BC	MATH & SCI	MATH	MC 2062	PROF-2
BC	MATH & SCI	MATH	MC 2063	CHAIR
BC	MATH & SCI	MATH	MC 2064	PROF
BC	MATH&SCI	HORT/AGRI	MC 2065	COORD
BC	MATH & SCI	MATH	MC 2066	PROF-2
BC	MATH & SCI	CHEMPHYS	MC 2202	PROF
BC	MATH & SCI	CHEMPHYS	MC 2203	PROF
BC	MATH & SCI	CHEMPHYS	MC 2204	PROF/CHAIR
BC	MATH & SCI	CHEMPHYS	MC 2205	PROF
BC	MATH & SCI	CHEMPHYS	MC 2206	PROF
BC	MATH & SCI	LIFE SCI	MC 2222	PROF
BC	MATH & SCI	LIFE SCI	MC 2223	CHAIR
BC	MATH & SCI	LIFE SCI	MC 2224	PROF
BC	MATH & SCI	LIFE SCI	MC 2225	PROF
BC	MATH & SCI	LIFE SCI	MC 2226	PROF
BC	MATH & SCI	LIFE SCI	MC 2227	PROF-2
BC	MATH & SCI	FITNESS CNTR	MC 533	CHAIR
BC	TECH ED	HVAR	BC 1383A	COORD
BC	TECH ED	HVAR	BC 13838	PROF
BC	TECH ED	CAD	MB17	COORD
BC	TECH ED	CMT	MC 1502	COORD
BC	TECH ED	WLDT	MC 1519	COORD
BC	TECH ED	WLDT-OPEN	MC 1520A	PROF
BC	TECH ED	EET	MC 2220	COORD

## SWGCC

<u>Campus</u>	<u>Division</u>	<u>Discipline</u>	<u>Room#</u>	<u>Function</u>
SWGCC	BUSINESS	BUS/PARL	205 B	PROF
SWGCC	BUSINESS	BUS	205 H	PROF
SWGCC	BUSINESS	CUL	212A	PROF
SWGCC	BUSINESS	CUL	212B	COORD
SWGCC	BUSINESS	NETW	333A	COORD
SWGCC	BUSINESS	CIS/CISCO	334A	PROF
SWGCC	BUSINESS	CIS/OAT	334 B	PROF
SWGCC	COMM SERV	ADULT ED	544	PROF
SWGCC	HSHS	MA	565	PROF-2
SWGCC	LEARNING RES	LIBRARIAN	452	PROF
SWGCC	LIBERAL ARTS	MUSIC	357	PROF
SWGCC	LIBERAL ARTS	ART	531	PROF
SWGCC	LIBERAL ARTS	SOC SCI	205A	PROF
SWGCC	LIBERAL ARTS	COM/HUM	205 C	PROF
SWGCC	LIBERAL ARTS	COM/HUM	205 D	PROF
SWGCC	LIBERAL ARTS	COM/HUM	205 E	PROF
SWGCC	LIBERAL ARTS	HMS	205 F	COORD
SWGCC	LIBERAL ARTS	COM/HUM	205 G	PROF
SWGCC	LIBERAL ARTS	BEH SCI	2051	PROF
SWGCC	MATH & SCI	CHEMPHYS	310B	PROF
SWGCC	MATH & SCI	LIFE SCI/ES	314	PROF-2
SWGCC	MATH & SCI	HLTH & PE	330	PROF
SWGCC	MATH & SCI	MATH	561	PROF-2
SWGCC	TECH ED	ACRT	103	COORD
SWGCC	TECH ED	AVMT	562	COORD
SWGCC	TECH ED	AVMT	562	PROF
SWGCC	TECH ED	AVMT	562	PROF
SWGCC	TECH ED	CT	1633	COORD
SWGCC	TECH ED	EET	1634	COORD
SWGCC	TECH ED	OPEN	1635	PROF
SWGCC	TECH ED	IND TECH	1601 A	COORD
SWGCC	TECH ED	IND TECH	1601 B	PROF
SWGCC	TECH ED	HVAR	1605 A	COORD
SWGCC	TECH ED	WLDT	1620A	PROF

## RBC

<u>Campus</u>	<u>Division</u>	<u>Discipline</u>	<u>Room#</u>	<u>Function</u>
RBC	BUSINESS	CIS/CISCO	98	PROF
RBC	ENROL SERVICES	COUNSELING	173	COUNSELOR
RBC	LIBERAL ARTS	COM/HUM	96	PROF
RBC	LIBERAL ARTS	COM/HUM	97	PROF
RBC	LIBERAL ARTS	BEH SCI/COM/HUM	202	PROF-2
RBC	LIBERAL ARTS	HIST	203	PROF
RBC	MATH & SCI	LIFE SCI	204	PROF
RBC	MATH & SCI	MATH	94A	PROF
RBC	MATH & SCI	MATH	94B	PROF



Appendix G  
Aviation Maintenance Technology  
Compensation Form For FAA Mandated  
Make-up Instruction for Absentee  
Students

AVMT Faculty Name: \_\_\_\_\_ AVMT Faculty ID: \_\_\_\_\_ Account Code: \_\_\_\_\_

In the spaces below, please indicate the course for which make-up instruction was offered, the day that make-up instruction was offered, and the beginning and ending times of the instruction. Please have the students who were present print and sign their names below. Attach additional forms if necessary.

Date: \_\_\_\_\_ Time In: \_\_\_\_\_ Time Out: \_\_\_\_\_ Hours \_\_\_\_\_

<u>Course Prefix - # - Section</u>	<u>Student's Printed Name:</u>	<u>Student's Signature</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

I hereby certify that the information presented here is correct and true. I understand that I will be compensated at the rate of \$60 per hour for each contact hour per Section 7.9 of the Memorandum of Understanding.

_____ AVMT Faculty	_____ Date
_____ AVMT Coordinator	_____ Date
_____ Dean	_____ Date
_____ Vice President for Instruction	_____ Date
_____ Payroll/ HR	_____ Date

Total Hours: \_\_\_\_\_

Rate: \_\_\_\_\_

Total Pay: \_\_\_\_\_