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## **ARTICLE I: RECOGNITION AND BARGAINING UNIT**

### **1.1 Recognition and Bargaining Unit, Full-Time.**

The Board of Trustees of Community College District No. 509, counties of Kane, Cook, DuPage, McHenry, and DeKalb, and the State of Illinois, hereinafter referred to as the Board, recognizes the Elgin Community College Faculty Association (ECCFA), Illinois Federation of Teachers, AFT/AFL-CIO, IFT Local 3791, hereinafter referred to as the Association, as the exclusive bargaining representative for all full-time faculty as defined in Paragraphs 103B-1 through paragraphs 103B-6 of the Illinois Public Community College Act, including faculty and librarians, but excluding instructors employed by the College who are assigned full-time to the state correctional facilities, laboratory assistants, laboratory coordinators, and any management or supervisory employees.

### **1.2 Recognition and Bargaining Unit, Adjunct Faculty II.**

The Board of Trustees of Community College District No. 509, counties of Kane, Cook, DuPage, McHenry, and DeKalb, and the State of Illinois, hereinafter referred to as the Board, recognizes the unit adjunct faculty II that meet one of the following criteria:

- a. teach at least twelve (12) credit or contact hours for three (3) out of four (4) consecutive years beginning with their first semester of adjunct employment. This excludes independent study and summer assignments; or
- b. teach at least six (6) credit or contact hours per semester for six (6) of eight (8) consecutive semesters. This excludes independent study and summer assignments; or
- c. work at least 596 hours per 12-month period for three (3) out of four (4) consecutive years beginning with the librarian's start date (effective August 1994).

Once eligible, recognition as a Unit Adjunct Faculty II begins the Spring or Fall semester following completion of the requirement for teaching faculty. Unit Adjunct Faculty II librarians will be recognized beginning for the first pay period after meeting their requirement.

Employment prior to the Fall 1989 semester shall not be used in determining entry into the unit.

### **1.3 Recognition and Bargaining Unit, Adjunct Faculty I.**

The Board of Trustees of Community College District No. 509, Counties of Kane, Cook, DuPage, McHenry, and DeKalb, and the State of Illinois, hereinafter referred to as the Board, recognizes the unit adjunct faculty I that meet one of the following criteria:

- a. teach at least (3) credit hours for three consecutive semesters. This excludes independent study and summer assignments.
- b. work as library faculty at least 447 hours for one 18-month period from the initial hire date as a library faculty.

In the case of qualification under paragraph (a) above, once eligible, recognition as a Unit Adjunct Faculty I begins when the faculty member teaches a class or classes in the fourth consecutive semester. In the event that an individual does not teach the fourth consecutive semester, eligibility would be pending until the fifth consecutive semester. If an individual does not teach in the fifth consecutive semester, he/she will not be eligible for UAFI status and must requalify.

In the case of qualification under paragraph (b) above, unit Adjunct Faculty I librarians will be recognized beginning the first pay period after meeting the requirement provided they are rehired at the end of their 18-month qualifying period.

Section 1.3 from the 1/1/14 to 12/31/16 collective bargaining agreement shall apply to adjunct faculty employed prior to January 1, 2017 provided they enter the unit no later than spring 2018.

## **ARTICLE II: ASSOCIATION-BOARD RELATIONS**

### **2.1 Non-Discrimination.**

The Board and the Association, in accordance with applicable law, shall not discriminate against any faculty member on the basis of race, color, national origin, religion, gender, age, physical and mental disability, marital status, sexual orientation, gender identification, genetic information, veteran status, ancestry, citizenship status, arrest record, military status, unfavorable discharge from military service, or any other legally protected class, or membership or participation in, or association with, the lawful activities of any organization. If a grievance alleging the violation of this section is appealed to the Grievance Procedure (arbitration), as a condition precedent to proceeding to arbitration, it shall be accompanied by a full and complete waiver by the grievant(s) involved and by the Association of the right to assert the substance of such grievance in any other forum or before any court or agency, provided nothing herein shall be construed as compelling the grievant(s) or the Association to execute such waiver, and the execution or non-execution of such waiver shall not be precedential in any regard.

### **2.2 Information to the Association.**

The Board shall make available public information necessary to the conduct of negotiations. This shall include relevant financial statistics. Such materials shall be provided within a reasonable time following a written request by the Association President or designee. This section shall not be construed as requiring the Board to research or compile data.

### **2.3 Board Meetings.**

A copy of the Board agenda, non-confidential exhibits and minutes shall be made available to the Association President or designee within a reasonable time following the distribution to the Board. A copy of materials furnished to representatives of the press and other organizations at Board meetings shall concurrently be made available to the Association President or designee.

### **2.4 Bulletin Board.**

The Association shall be provided with reasonable bulletin board space for the posting of notices and materials relating to Association activities. Such materials shall be identified with the name of the Association, signed by an appropriate officer thereof, and shall include an expiration date. Such materials shall not be derogatory of any person associated with the College. All posting of notices and materials shall be subject to the current rules and regulations governing bulletin boards.

### **2.5 Mailboxes.**

The Board shall permit the Association to place official Association materials in the mailboxes of faculty subject to reasonable Board regulations. This authorization shall terminate forthwith if any governmental agency or court of competent jurisdiction shall determine such mail services cannot be utilized without the affixation of postage or payment of fee. This privilege is granted exclusively to the Association.

### **2.6 Use of Facilities and Equipment.**

The Association may utilize College meeting room facilities by making a proper request in accordance with College procedures. The Association may use normal classroom equipment available to faculty but will reimburse the College for any extraordinary expenses in accordance with College procedures. The Board will make available to the Association a room that is mutually acceptable.

### **2.7 Dues Checkoff.**

The Board will deduct from the pay of each member of the bargaining unit from whom it receives written authorization the designated amount of union dues. Written requests for deductions or revocation of deduction will be processed in accordance with the payroll calendar.

The amount deducted for any individual faculty member shall be verified by the Association and not changed for at least one (1) year. Union dues will be processed against member pay each pay period. To change the dues rates and reset members' progress toward meeting any established limit, the ECCFA must submit the dues rate information to the Human Resources department in accordance with the deadlines set forth in the payroll calendar.

The dues and a list of faculty from whose pay the dues have been deducted, along with the amount deducted from each, shall be forwarded to the Association Treasurer no later than seven (7) working days after such deductions were made.

The Association shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability 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.

## **2.8 Printing of Agreement.**

The Board shall be responsible for the reproduction of the agreement and it shall be in a form mutually agreed upon. The cost of typing and reproduction shall be shared equally by the Board and the Association.

## **2.9 Committee Appointment and Participation**

From time to time the College President or Administration will establish ad hoc or standing advisory committees which will include representation from the Association. The College President or Administration will determine the number of faculty representatives needed. When faculty representation is requested, the Association will consult with the Administration and will select these members within ten (10) school days of receipt of the request and encourage diverse participation from the faculty consistent with the job description in Appendix B of this contract. Insofar as is possible or logical, membership will be in proportion to the number of faculty in each of the divisions of the College. After ten (10) school days, if the Association is unable to fulfill the request, the Administration shall appoint, in consultation with the Association, faculty representatives to the committee. For the purpose of committee appointments, full-time librarians, ESL, and ABE faculty shall be considered to constitute one division of the College.

## **2.10 Fair Share.**

1. It is recognized that the Association's duties as the sole and exclusive bargaining agent entails expenses for services rendered which appropriately are shared by all faculty who are beneficiaries of said Agreement. To this end, if a faculty member does not join the Association or execute a dues deduction authorization within fourteen (14) days after posting of the notice required in subparagraph (A) below, the Board shall deduct a sum equivalent to the non-member's share of the costs of the services rendered by the Association in its role as the sole and exclusive bargaining agent from the regular paycheck of the faculty member in the same manner as it deducts dues for members of the Association provided:
  - A. The Association has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board, and,
  - B. The Association has annually certified in writing to the Board the amount of such fair share fee and has annually certified in writing to the Board that such notice has been posted, and a copy of the notice shall be provided to the Board. The Board may distribute a copy of the notice directly to faculty members.









### **Step Three: Arbitration**

If the Association is not satisfied with such Board response, it shall, if it desires, proceed to binding arbitration by notifying the President or designee not later than fifteen (15) days from the date of the Board's written response. No individual or organization other than the Association shall have the right to proceed to binding arbitration. If the notice is not filed with the President or designee within fifteen (15) days of the Board's written response or if there has been no mutual agreement to extend such time limits, the grievance shall be deemed withdrawn without prejudice or precedent.

The parties shall appoint a panel of arbitrators mutually approved by the legal representatives of each party.

The names of such arbitrators shall be listed numerically by lot and shall be in the possession of each party.

Each arbitrator in turn shall be contacted by the parties until one is available to participate in the grievance arbitration case pursuant to the conditions set forth herein.

Such panel of arbitrators may be available to hear cases in more than one district represented by IFT/AFT and, if such is the matter, for the next such case that arises in whichever district, the first arbitrator to be contacted shall be the one on the list immediately following the one who rendered the decision in the immediately preceding case.

Before the same arbitrator can be used in cases in the same district in any twelve-month calendar period, the parties shall first proceed through the entire rotation of arbitrators. If none is available and if either party objects to the use of the same arbitrator during such twelve-month period, the parties shall attempt to agree on an alternate arbitrator. If such agreement is not concluded within one week from the date of either party's original objection, the American Arbitration Association rules shall be used.

Such panel of arbitrators shall continue for at least two years. At the request of either party any name(s) shall be deleted from such panel after two years and replaced by any mutually approved arbitrator(s) whose name(s) shall fill the slot vacated by the deleted arbitrator(s) or added to the end of the list if it is expanded. No pending case shall be delayed as the result of the deletion for any reason of an arbitrator from the list.

Once the arbitrator has been selected, every effort shall be made to schedule the hearing within thirty (30) calendar days of the date of appeal to arbitration. If the hearing cannot be scheduled within sixty (60) calendar days of such appeal, the next available arbitrator shall be selected unless the parties otherwise mutually agree.

Briefs if required shall be due within thirty (30) calendar days of the completion of the hearing. Briefs shall be submitted in duplicate directly to the arbitrator, who upon receipt shall submit one copy to each party.

The arbitrator's decision shall be due within thirty (30) calendar days of his/her receipt of both briefs.

Failure of either or both parties to comply with any of the rules incorporated herein shall result in enabling either or both parties to implement American Arbitration Association procedures to (a) select an arbitrator for any pending grievance arbitration case and (b) resolve any dispute over failure to comply with these rules.

These rules shall become effective upon agreement of the arbitrators included herein to serve on such panel. Until such agreement is reached, the American Arbitration Association shall be used.

#### Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted. The decision of the arbitrator shall be final and binding on the parties.

### **3.5 Expense of Arbitration.**

Each party shall bear the full cost of its representation in the arbitration. The cost of the arbitrator and of the American Arbitration Association shall be divided equally between the Board and the Association. If either party requests a transcript of the proceedings, that party shall bear the full cost of such transcripts. If both parties request a transcript the cost shall be equally divided. If the arbitrator requests a copy of the transcript these costs shall be divided equally between the Board and the Association.

### **3.6 Evidence and Hearings.**

At all steps of the grievance procedure and arbitration it is the right of the administration/board and the grievant and the Association to be represented.

## **ARTICLE IV: CONDITIONS OF EMPLOYMENT**

### **4.1 Academic Freedom.**

1. Each faculty member is free to present instructional materials and to discuss issues which are pertinent to the subject and level taught within the parameters of the course or activity. Each faculty member is expected to present all facets of pertinent controversial issues in an unbiased manner. Further, the faculty member should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.
2. Each faculty member is entitled to full freedom in research and in the publication of the results, subject to satisfactory performance of his/her other academic duties; but research for pecuniary return should be based upon current Board policies.
3. Each faculty member is a citizen, a member of a learned profession, and a representative of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational representative, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she 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/she is not an institutional spokesperson.

### **4.2 Instructor Workload.**

All full-time teaching faculty shall be required to teach a minimum of thirty (30) credit or contact hours annually. Faculty who have satisfied the minimum load requirement and teach in excess of thirty (30) credit or contact hours shall be paid at the voluntary overload rate for the full number of excess credit or contact hours. Any assignment above thirty (30) credit or contact hours which is not voluntary shall be considered involuntary overload, except any class needed to make credit or contact hour load shall be considered voluntary.

### **4.4 Librarian Workload.**

Librarians shall work thirty-five (35) hours per week the same number of weeks during the academic year as instructional faculty. Schedules will be assigned by the dean/supervisor after consultation with the librarians. If a librarian works in excess of thirty-five (35) hours in a week, the librarian shall earn compensatory time at the rate of one (1) hour for each hour worked in excess of thirty-five (35) per week with the approval of the dean/supervisor. Compensatory time shall be taken on days during the academic year on which full time instructors are at work with the approval of the dean/supervisor. Disagreements about scheduling may be appealed to the Vice President of Teaching, Learning and Student Development.

For more information regarding Librarian Workload, see Section 6.16.

### **4.5 Office Hours.**

Instructors shall, unless a reduction for multiple locations applies, hold not less than ten (10) office hours per week. This shall include a minimum of sixty (60) minutes of office hours each day they are assigned teaching responsibilities which shall be held on campus in their office or laboratory, or at another place on campus that is mutually convenient to the instructor and students. An office hour schedule must be submitted electronically or in another mutually agreed fashion to the dean/supervisor for approval by the first school day after the initial day on which the instructor is scheduled to teach. This may be extended in the case of extenuating circumstances upon submittal to the dean/supervisor of a request, which shall not be arbitrarily and capriciously denied. Modified office hours may be submitted to the dean/supervisor at any time. For the purpose of this section, a school day is a day on which the administrative offices are open, excluding Saturdays and Sundays.

All office hours will be posted outside the instructor's office, and the administrative assistant/office coordinator or dean/supervisor will be notified, preferably by email or in writing, if the instructor is not in the office or laboratory during office hours for any prolonged period. Each instructor shall schedule office hours at times convenient for the students.

When classes are taught off-campus or online and on campus office hours would not make the instructor more available to students, virtual office through the college's course management system may be scheduled with prior approval of the dean/supervisor.

If a faculty member teaches at multiple locations, then the total number of required office hours shall be reduced by one (1) hour if the faculty member is assigned to two (2) or more locations one (1) day per week and reduced by two (2) hours if assigned to two (2) or more locations two (2) or more days per week, except that such reduction shall not be applicable to any assignment which is part of a voluntary overload.

#### **4.6 Other Professional Duties.**

In addition to the twenty-five (25) hours per week (15 credit/contact hour load and 10 office hours) required of full-time teaching faculty, full-time teaching faculty are expected to perform additional duties in accordance with Appendix B-1: Full-time Teaching Faculty Job Description. It is expected that performing these additional duties shall normally take a minimum of ten (10) hours per week.

#### **4.7 Outside Employment.**

Any professional/educational work performed by faculty outside the College during the academic year must be reported in writing or e-mail to the dean/supervisor as soon as reasonably possible prior to the commencement of such work. Faculty shall not perform any outside professional services which constitutes a conflict of interest with his/her primary job at Elgin Community College or provides impairment to the performance of the full-time job at Elgin Community College.

#### **4.8 Full-Time Faculty Workload.**

Full-time faculty workload shall be assigned by the dean/supervisor in consultation with the faculty in the division. To the extent feasible, all full-time faculty will be assigned their contractual teaching load between the hours of 8 a.m. and 5 p.m., Monday through Friday. Should it not be possible to assign the regular contractual teaching load to a faculty member between these hours for any reason, the remainder of the load may be scheduled in the evening session or on Saturday. No more than five (5) consecutive days will be assigned during a week. A faculty member may not be assigned a Saturday class more than one (1) semester per academic year without his/her permission except when it is necessary to fill a full-time load. Other schedules may be made by mutual agreement between the faculty member and the appropriate dean. Conflicts may be appealed to the Vice President of Teaching, Learning and Student Development. However, the dean/supervisor, with the approval of the Vice President of Teaching, Learning and Student Development, maintains the discretion to assign courses or workload based on the interest of the College.

Load shall be offered and then assigned according to 4.29 Load Assignment Protocol.

#### **4.9 Team Teaching.**

For the purpose of this contract, team teaching will be defined as one (1) class section taught by multiple faculty who are each in instructional contact concurrently with all students in the section.

With prior written approval of the Vice President of Teaching, Learning and Student Development, faculty shall each be granted voluntary overload pay for participating in team teaching.

The maximum class size for the purpose of team teaching will be defined as in the agreed upon Master Course Table.

Courses designated in the class schedule for team teaching shall be taught only with a team teaching approach. If the minimum class size is not reached the Vice President of Teaching, Learning and Student Development may cancel the class.

#### **4.10 Block Teaching.**

For the purpose of this contract, block teaching will be defined as the teaching of a class section by more than one faculty with each teaching separate and different portions of the class.

The credit/contact load assigned to faculty teaching in a block teaching format shall be calculated in proportion to the credit/contact load delivered by each faculty.

Class size maximums shall be in accordance with Section 4.23 of this contract.

Minimum class size shall be handled in the same way as courses not utilizing a block teaching approach.

For example, if four (4) faculty each teach one-fourth (1/4) of a four (4) credit/contact hour course, each will have one (1) credit/contact hour counted in his/her load and compensation will be based on this proportion of the course/credit hour load.

#### **4.11 Online Learning.**

For the purpose of this contract, instruction through online learning shall be defined as Online Instruction and Hybrid Instruction.

To promote faculty involvement in online learning, the College will, to the extent feasible, provide available technical training for faculty teaching online learning courses at no expense to the faculty member and provide course development opportunities that support online learning.

The faculty member shall own any online course materials they develop, but the College shall have the continuing right to use materials developed with College resources. Also see Article IX Intellectual Property.

The development and teaching of online sections are assigned and approved in writing by the instructional dean or designee. Online section seat maximums shall be in accordance with the agreed upon Master Course Table.

##### **A. Online Course Development.**

For the purposes of this contract, online course development shall refer to the development of courses that utilize the Internet as the principal source of access to the course content and communication for the student and faculty member. It is expected that online classes will utilize the Internet as the sole source of access, but certain online courses may be approved to allow a proctored testing requirement, either for third party accreditation purposes or otherwise, as approved by the Dean or designee.

1. A faculty member will receive compensation at the voluntary overload rate for the approved development of an online course, not previously developed, equivalent to the credit hours of the course. Proposed courses must be submitted in writing for review and pre-approved in writing by the dean or designee.
2. The materials developed for the approved new online course will be delivered to the



appropriate instructional dean or designee at least three months prior to the implementation date of the course and are subject to written approval

3. Payment will be processed upon final delivery and approval of the final product by the instructional Dean or designee.
4. Faculty who utilize a publisher's course cartridge of commercially available/produced online courseware and other instructional materials as the primary source of instruction will not be compensated for course development.
5. At the dean's discretion, a fully online course may be developed from an existing hybrid course. In this case, the payment rate shall be 30 percent of the voluntary overload rate for full-time faculty or the unit adjunct faculty member rate, equivalent to the number of credit hours of the course to be developed. However, if the new online course utilizes a publisher's course content pursuant to #4 above, the faculty member shall not be compensated.

#### **Teaching Online Courses:**

1. In consideration of the modifications that are required in the maintenance of an online course, a faculty member teaching an online course through fall of 2017 will receive a stipend in the amount indicated below in addition to regular compensation each time he/she teaches the course in this format. After fall of 2017 a faculty member who was not paid to develop an online course will receive a stipend in addition to regular compensation the first time he/she teaches the course in online format, and the first time he/she teaches the course in a new or (as determined by the Dean or designee) substantially upgraded Course Management System. This stipend shall equal 15 percent of the voluntary overload rate or the Unit Adjunct rate for each credit/contact hour of the online class. If the course is taught as independent study, the faculty member will receive a stipend equal to 15 percent of the independent study rate for each credit/contact hour of the online class.
2. At the Dean's discretion, the class maximum may be limited the first time a faculty member teaches a course in this format.
3. If an online course is taught by full-time faculty, the online assignment shall not exceed sixty percent (60%) of the faculty member's minimum load unless approved in writing by the dean or designee.
4. If an online course is taught by a full-time faculty member, compensation shall be paid as regular load, independent study, voluntary overload or summer school rate, whichever is applicable and accepted by the faculty member. If an online course is taught by a UAF I or II faculty member, the compensation shall be paid at his/her pay rate or independent study rate, whichever is applicable and accepted by the faculty member.

#### **B. Hybrid Course Development.**

For the purposes of this contract, hybrid course development shall refer to the development of courses in which approximately 50 percent of instruction, evaluation and communication is provided electronically via the course management system and time required in a traditional classroom setting is reduced but not eliminated.

The instructor will determine the required number of face-to-face class sessions for hybrid courses based

on an understanding of the learning environment and approved in writing by the dean or supervising administrator. A hybrid course will have a reduction in seat time of approximately 50 percent of a face-to-face course.

A faculty member will receive compensation at the voluntary overload rate for the approved development of a hybrid course, not previously developed, equivalent to the credit hours of the course. Proposed courses must be submitted in writing for review and pre-approved in writing by the instructional dean or designee.

1. The materials developed for the approved new hybrid course will be delivered to the appropriate instructional dean or designee at least three months prior to the implementation date of the course and are subject to written approval.
2. Payment will be processed upon final delivery and approval of the final product by the instructional dean or designee.
3. Faculty who utilize a publisher's course cartridge of commercially available/produced online courseware and other instructional materials as the primary source of instruction will not be compensated for the course development.
4. At dean's discretion, a hybrid course section of an existing online course may be developed from an existing online course. In this case, the payment rate shall be 30 percent of the voluntary overload rate for full-time faculty or the unit adjunct faculty member rate, equivalent to the number of credit hours of the course to be developed. However, if the new online course utilizes a publisher's course content pursuant to #4 above, the faculty member shall not be compensated.

#### **Teaching a Hybrid Course:**

1. In consideration of the modifications that are required in the maintenance of an online course, a faculty member teaching an online course through fall of 2017 will receive a stipend in the amount indicated below in addition to regular compensation each time he/she teaches the course in this format. After fall of 2017 a faculty member who was not paid to develop a hybrid course will receive a stipend in addition to regular compensation the first time he/she teaches the course in hybrid format, and the first time he/she teaches the course in a new or (as determined by the Dean or designee) substantially upgraded Course Management System. This stipend shall equal 15 percent of the voluntary overload rate or unit adjunct rate for each credit/contact hour of the hybrid class. If the course is taught as independent study, the faculty member will receive a stipend equal to 15 percent of the independent study rate for each credit/contact hour of the hybrid class.
2. At the Dean's discretion, the class maximum may be limited the first time a faculty member teaches a course in this format.
3. If a hybrid course is taught by a full-time faculty member, compensation shall be paid as regular load, independent study, voluntary overload or summer school rate, whichever is applicable and accepted by the faculty member. If a hybrid course is taught by a UAF I or II faculty member, the compensation shall be paid at his/her pay rate or independent study rate, whichever is applicable and accepted by the faculty member.

### **4.13 Faculty Personnel Records.**

All evaluative materials relating to a faculty member shall be retained in his/her official personnel file. When evaluative material is placed in the faculty member's official personnel file (hereinafter described in this section as "file"), a copy of such material shall concurrently be provided to the faculty member. The faculty member shall acknowledge receipt of such copy, but such acknowledgment shall not signify anything other than receipt of the material. Non-evaluative material may be placed in the file without a copy being provided to the faculty member.

Faculty shall have the right to examine his/her file upon request. When made during normal business hours, every effort shall be made to comply with the faculty member's request within one (1) business day; but in no case later than three (3) business days.

A designee of the College administration may be present during such review. Nothing shall be permanently removed from the file without the consent of the faculty member and the College. Faculty may reproduce material from his/her file at the customary cost, currently \$.10 per page.

No material from a faculty member's file shall be made available to personnel or agencies unconnected with the College without the faculty member's consent, except as required by law. Verification of employment does not require a faculty member's consent.

### **4.14 Pay Period.**

Faculty shall be paid bi-weekly over twenty-six (26) paydays.

In the event the Board desires during the term of this Agreement to change the pay period to a semi-monthly pay period and the paid-to-date payroll process, the Board may reopen 4.14 Pay Period by written notice to the Association. If such written notice is given, 4.14 Pay Period and the paid-to-date payroll process shall be open for renegotiation.

### **4.15 Academic Calendar.**

By October 1 of each year, the College President or designee will provide the Association President with a copy of the Academic Calendar for the academic year that begins three (3) years from that semester. The proposed calendar will be sent directly to the Association President in time for the Association Senate to discuss changes and forward recommendations by November 1 to the Vice President of Teaching, Learning and Student Development's Team. The calendar shall include significant dates for fall, spring and summer terms.

### **4.16 Length of Academic Year.**

The academic year shall consist of one hundred and sixty-eight (168) workdays, exclusive of holidays and spring vacation. The faculty will be encouraged to attend graduations appropriate to their area of instruction.

First year faculty are required to attend meetings for the two (2) workdays preceding their first semester of employment. All faculty shall attend instructional area meetings on Opening Day. (The attendance provisions of 4.18 Instructional Area Meetings do not apply.) One day following Opening Day will be available for preparation and, if needed, to complete other professional duties.

For the purpose of calculating daily rates of pay, the academic year shall consist of one hundred sixty-eight (168) days.

#### **4.17 Grant Related Activities.**

Faculty are encouraged to seek competitive grants both within and outside the College. If resources are available, secretarial and editorial support may be given to faculty seeking grants. No grant that may increase demand upon or adversely affect the college's resources will be submitted without approval of the Dean and the President.

The faculty member who proposes the grant and is the principal author will normally be the director of the grant and may receive compensation as designated in the grant application for himself/herself and other necessary personnel.

#### **4.18 Instructional Area Meetings.**

Instructional area meetings are defined as divisional, departmental meetings or college-wide faculty meetings. Instructional area meetings will normally not be scheduled more than one (1) time per week during the academic year. If meetings conflict with classes, faculty will be given the minutes of the meeting. Attendance at meetings is expected. When possible, faculty unable to attend a scheduled meeting shall notify the appropriate person at least twenty-four (24) hours in advance. Meetings will be scheduled on Outlook (or current college system) and will be held on campus. Faculty are encouraged to maintain their calendar of activities on Outlook (or the current college system).

#### **4.19 Seniority.**

Seniority shall mean the length of continuous full-time employment as faculty of the College. If it shall be necessary to resolve conflicts of seniority between faculty with the identical length of employment, the following factors shall be used in this order:

1. All prior adjunct employment as faculty at the College.
2. Date of Board action of hiring.
3. Lot drawn by Human Resources.

Seniority shall accrue during sabbatical leaves, all other leaves with pay, and leaves of absence.

Seniority may be used to resolve conflicts between faculty members who are qualified to teach and wish to teach the same courses as voluntary overload. In this particular instance seniority will be used to establish a rotation schedule.

Administrators who leave their administrative positions to become full-time tenure-track faculty shall accrue seniority only for that time spent as full-time faculty at the College. Time spent in administration shall not count in the calculation of seniority.

#### **4.20 Release Time.**

- A. The Curriculum Committee Chair and Faculty Development Chair shall be granted six (6) hours release time each per academic year. None of these chair persons may expend more than three (3) hours of release time in an academic semester.
- B. The Faculty Association President shall be granted seven (7) hours release time or voluntary overload per academic year.
- C. The Faculty Association will receive an additional fifteen (15) hours of release time or voluntary overload per academic year to be divided among the Association's officers and committee chairs,

excluding the committee chairs listed above. None of these other officers or chairpersons may receive more than three (3) hours of release time or voluntary overload in an academic semester. Release time may only be used when no voluntary overload classes are part of an instructor's assignment. The Association shall notify Human Resources of the distribution of these contact hours sixty (60) days prior to the beginning of the fall semester each year.

#### **4.21 Tenure and Evaluation.**

- A. Tenure Provision of the Illinois Public Community College Act. In the event Article IIIB., Tenure, Paragraphs 103B-1 through Paragraphs 103B-6 of the Illinois Public Community College Act as amended by Public Act 82-783, Article XI, Section 264, effective July 13, 1982, is repealed, the provisions of the Act shall remain as part of this Agreement. In the event Article IIIB is amended, such amendment shall become applicable to this Agreement on the effective date of said amendment.
- B. Criteria for Tenure. Criteria for tenure shall be given to new faculty at the time of their initial employment. Criteria for annual evaluation and tenure will not change, once given, for the duration of the non-tenured faculty status.
- C. Evaluation of Non-Tenured Faculty.
  - 1. During the first three (3) years of employment, the College President shall cause an annual evaluation to be made of non-tenured faculty. If the faculty member teaches in multiple modalities, the Dean may choose the modality to be evaluated; the faculty member will choose the course. The evaluation shall be performed by the non-tenured faculty member's dean/supervisor in accordance with procedures prescribed by the Faculty Evaluation Handbook.
  - 2. The Elgin Community College Board, at its option, may extend the probationary period for one (1) additional academic year by giving the non-tenured faculty member notice not later than sixty (60) days prior to the end of the semester.
  - 3. In the event it is determined by the College President that the evaluation of the performance and qualifications of a non-tenured faculty member should result in the Board considering the dismissal of the faculty member, the College President shall promptly advise the Board and shall give notice to the faculty member according to the following guideline:
    - a. Notification about non-renewal of contracts shall be given no later than sixty (60) days prior to the end of the semester.
    - b. The foregoing guideline shall not apply to reduction-in-force, to matters which arise or become known subsequent to the notification date, or to instances in which the affected faculty member shall agree to an alternate notification date.
- D. Evaluation of Tenured Faculty. Tenured faculty will be formally evaluated at least once each three (3) years according to criteria, procedures, deadlines and forms as specified in the Faculty Evaluation Handbook. If the faculty member teaches in multiple modalities, the Dean may choose the modality to be evaluated; the faculty member will choose the course. If formally evaluated more frequently, the faculty member's dean/supervisor shall discuss the reasons with the faculty member and Association representative (at the faculty member's option) prior to such formal evaluation.

1. Tenured teaching faculty members shall facilitate submission of student evaluations to the Office of Institutional Research (IR) for all classes every semester. Aggregate data reports shall only include identifiers down to the course level. Data on courses taught by just one faculty member shall not include individual course identifiers but rather shall be reported in a single aggregate category by division.
2. For tenured faculty members undergoing triennial evaluation, IR shall tabulate student evaluation data for all classes taught during the two semesters prior to the triennial review.
3. Student evaluations may be used for the purpose of improvement of instruction and may be compiled in the aggregate to meet accreditation and other assessment of learning accountability measures.  
  
No punitive action may be taken against faculty based upon student evaluations.
4. Tenured faculty shall not be required to participate in formal peer evaluation of other tenured faculty,
5. Each year the faculty member will submit a self-evaluation, including a professional growth plan, to the dean/supervisor. The forms, procedure and deadlines for this evaluation are specified in the Faculty Evaluation Handbook.

See Letter of Agreement Regarding Faculty Evaluation Handbook, Appendix C-1.

#### **4.22 Reduction in Force.**

If the Board determines that it is necessary to decrease the number of faculty employed or to discontinue or reduce some service or program(s), the President of the College shall convene a meeting to discuss the proposed cuts with the Association. The Board shall make a reasonable effort to avoid layoff of faculty members whose positions could be maintained through the reduction or elimination of overload assignments.

Written notice shall be provided to the Association and the affected faculty member 60 days in advance of the action being taken. Such notice will be no later than 60 days before the end of the preceding academic year. In the event a tenured faculty member is not given notice within the time herein provided, he/she shall be deemed reemployed for the ensuing academic year. Dismissed faculty will receive a statement of honorable dismissal and the reason therefor.

Human Resources shall each year establish a list, categorized by positions, showing the seniority of each faculty member for each position entailing services such faculty member is competent to render. Copies of the list shall be distributed to the Association on or before February 1 of each year.

A full-time tenured faculty member shall not be dismissed as part of a reduction in force while any non-tenured faculty member, or any other faculty member with less seniority, is retained to render a service which the tenured full-time faculty member is competent to render. Faculty members on leave of absence/suspension at the time a reduction of force takes place shall be treated no differently from any other faculty members.

Within each program area, the order of layoff shall be in inverse order of seniority (subject to the requirements in the preceding paragraph). A faculty member shall have seniority in each program area in which he/she has full qualifications to teach. The order of layoff shall be as follows, with part-time faculty being laid off first in inverse order of seniority:

- Non-Unit Adjunct Faculty
- Voluntary overload assignments
- Unit Adjunct Faculty I
- Unit Adjunct Faculty II
- Full-time Faculty

Prior to any layoff of non-unit adjunct faculty, a request shall be submitted to any full-time faculty member(s) assigned to teach voluntary overload in the program area to determine if any such full-time faculty member is willing, in his/her sole discretion, to forego the voluntary overload assignment.

With respect to faculty positions, a faculty member will be considered to have qualifications for another program area if he/she meets the minimum qualifications outlined in “Administrative Procedure 5.103: Minimum Requirements for Appointment”. These qualifications will be reviewed collaboratively according to the Administrative Procedure review cycle. Additional course-level qualifications apply as documented on the approved master course outline available on CurricuNET.

For the period of 24 months from the beginning of the school year for which the faculty member was dismissed, any faculty member shall have the preferred right to reappointment to a position entailing services he or she is competent to render prior to the appointment of any new faculty member; provided that no non-tenured faculty member or other employee with less seniority shall be employed to render a service which a tenured faculty member is competent to render. When an offer of employment is made pursuant to this provision, it shall be transmitted in writing to the faculty member’s last known address and to the Association. If the faculty member does not respond affirmatively to such offer within ten (10) calendar days of such receipt or within twenty (20) calendar days of the date of mailing, whichever shall occur first, the Board’s obligation hereunder shall cease.

Any tenured faculty member laid-off hereunder and thereafter reemployed pursuant to the preceding paragraph, shall not suffer any loss of tenure rights as a consequence thereof. Any faculty member laid-off hereunder and subsequently re-employed shall not accrue seniority between the layoff and recall (if such should occur). If the faculty member is recalled to work in the twenty-four (24) month period, he/she will have their compensation and benefits reinstated.

#### **4.23 Class Size.**

The Master Course Table shall remain in full force and effect as long as it is mutually agreed upon by both the College and the Faculty Association.

Any changes in such Table shall be agreed upon between the Vice President Teaching, Learning and Student Development and the Association.

Class size maximums shall not exceed the numbers established by the Master Course Table without agreement by the faculty member involved.

Enrollment in ABE/GED/ESL classes will be based on documented average daily attendance at midterm (completion of 50% of the class meetings for that class) instead of tenth-day enrollment figures.

#### **4.24 Discrimination, Harassment and Retaliation.**

See Administrative Procedure 3.403 for the College’s policy against discrimination, harassment, and retaliation, which is incorporated herein by reference.

## I. Notification

- A. Any faculty member covered by this agreement who is accused of engaging in prohibited discrimination, harassment, or retaliation shall be notified of any investigation conducted pursuant to Administrative Procedure 3.403. Either Union representation or legal counsel is allowed at the investigative stage when an accused faculty member is being interviewed. If the faculty member chooses to have legal counsel present at the interview, a new meeting will be scheduled to accommodate all parties involved. The faculty member shall provide the College Paralegal with written notice of the attorney's name at least five (5) days prior to the interview. Failure to provide written notice or if the attorney fails to appear the interview will proceed as scheduled without legal counsel. In this case, the member has the right to invoke his/her Weingarten Rights.
- B. The results of an investigation conducted pursuant to Administrative Procedure 3.403 shall be a finding that each alleged violation of the College's policy against discrimination, harassment, and retaliation is either substantiated or not substantiated.
  - 1. The outcome of the investigation shall be reported to both the accused faculty member and to the complainant.
  - 2. If substantiated, the President or the President's designee shall review and decide whether discipline is appropriate as provided in the process outlined in the "Disciplinary Action" section below and subject to any applicable provisions of the Illinois Public Community College Act.

## II. Disciplinary Action

Prior to any disciplinary action being initiated by the College arising from the results of an investigation pursuant to Administrative Procedure 3.403:

- A. The faculty member shall receive notification of the proposed discipline.
- B. The faculty member shall be provided the opportunity to reply in writing, or in person within thirty (30) days of notification.
- C. After an administrative review by the President or the President's designee of any response from the accused faculty member, the President or the President's designee shall within thirty (30) days of the reply referenced in subsection II(B) above notify the faculty member of any disciplinary action to be imposed in light of the investigative findings unless a different process is required under the Illinois Public Community College Act.
- D. Should the President or President's designee (or other decision maker as referenced in any applicable provision of the Illinois Public Community College Act) decide to impose disciplinary action, the faculty member has the right to challenge that action through the grievance procedure set forth in Article III of this Agreement within thirty (30) days after being notified of the disciplinary action.
- E. Should the faculty member decide not to pursue a grievance, the decision of the President or President's designee should be final.



#### 4.25 Discipline.

Disciplinary actions are made subject to the grievance procedure. The College agrees that disciplinary action shall be in a timely fashion with progressive and corrective discipline, as appropriate.

#### 4.26 Instructional Coordinator Position.

Instructional Coordinators will be appointed by the appropriate Dean and approved by the Vice President of Teaching, Learning and Student Development. Instructional coordinator designations are the prerogative of the Administration; however, a faculty member may not be assigned instructional coordinator duties without his or her expressed consent.

Every attempt will be made by the administration to select Instructional Coordinators from members of the bargaining unit. Under unusual circumstances where no unit member consents or where there are no bargaining unit members available from the respective discipline, non-unit members will be appointed to fill the Instructional Coordinator position.

An Instructional Coordinator shall be appointed for a term of one (1) year. Every such term of office shall commence on July 1 and shall expire on the succeeding June 30. Appointment of an Instructional Coordinator must be made by April 15 for the subsequent term's appointment.

Instructional Coordinators are not required to be on campus during the summer except for assisting in making schedule adjustments and faculty assignments. Provisions will be made for each Instructional Coordinator to have adequate secretarial and copying help.

Compensation stipend rates shall be consistent with the protocols set forth in the Instructional Coordinator Form. The number of faculty, credit hours, assessment, committees, and labs shall be determined from the prior year, less program withdrawals and plus program additions. During the first year of the program, compensation for program additions will be provided at the conclusion of the spring semester.

#### **INSTRUCTIONAL COORDINATOR COMPENSATION FORM FY –2017, 2018 and 2019**

Faculty Member: Course Prefixes:

	<b>NUMBERS</b>	<b>RATES</b>	
Number of Full Time Faculty and Support Staff		\$309.78	
Number of Part Time Faculty and Support Staff		\$154.89	
Student Credit Hours Generated		\$0.15	
Assessment (# annual of programs)		\$144.00	
Program Review (# ICCB identified programs per review)		\$480.00	
Number of A.A.S. Advisory Committees		\$260.09	
Light Lab		\$380.00	
Heavy Lab		\$1,012.00	
<b>TOTAL COMPENSATION:</b>			
<b>QUARTERLY PAYMENT:</b>			

All rates in this form will remain constant through the term of this contract.

Instructional Coordinators may choose release time in lieu of the stipend at the current voluntary overload rate. Release time may only be used when no voluntary overload classes are part of an instructor's assignment.

#### Laboratory Support:

Light laboratory spaces will be paid at the light lab rate if the Instructional Coordinator allocates fewer than 2.5 hours per week to lab maintenance. Heavy laboratory spaces will be paid at the heavy lab rate if the Instructional Coordinator allocates more than 2.5 hours per week to lab maintenance. This is comparable to the amount of time an instructor would spend in a three-credit or three-contact hour classroom per week. Lab support provided during concurrent class time or designated office hours shall not contribute to the Heavy/Light Lab calculation. A supported laboratory has at least 20 hours per week of assigned support staff or work study student time per week and/or a full time faculty member who has traditionally managed the lab as part of professional responsibility.

Changes to lab designation will be reviewed annually according to the established process and joint committee comprised of faculty and administration representatives. All requests for revision must be submitted no later than October 1 to be implemented the following academic year. Any changes in Light or Heavy lab designation shall be mutually agreed upon between the Vice President of Teaching, Learning, and Student Development and the Association.

#### **4.27 Committee Support.**

The College will provide secretarial support for the Faculty Development Committee and Curriculum Committee meetings.

See Appendix C-1 Letter of Agreement Regarding Faculty Evaluation and Faculty Development Handbooks.

#### **4.28 Faculty Teaching in Multiple Divisions.**

A faculty member, who is properly qualified and was assigned less than the standard load in his or her primary division, due to a lack of available classes, may request a one-semester teaching assignment from unassigned sections for which they are qualified to teach in a secondary division by submitting a written notification to the dean of the primary division and a written request to the dean of the secondary division in which he or she wishes to teach. The secondary dean may interview the faculty member. Approval must be provided electronically or in writing by the dean of the secondary division to the faculty member and the dean of the primary division. Any disagreement may be appealed to the Vice President of Teaching, Learning and Student Development.

Subsequent requests for a one-semester teaching assignment shall not be arbitrarily and capriciously denied, as long as unassigned sections are available. In the event multiple faculty request to teach the same unassigned section in the secondary division, then among those faculty members seniority ranking shall be honored in the

second division.

In addition, a faculty member who has already been assigned the standard load in his or her primary division may use the above process to request an assignment to teach unassigned classes in a secondary division, if doing so would not cause the applicable overload limit to be exceeded for that faculty member, or if permission to exceed the applicable overload limit is granted by the Vice President of Teaching, Learning, and Student Development.

The College reserves the right to evaluate a faculty member who teaches in a secondary division for the first time. If a need exists for a subsequent evaluation, the unit member's dean/supervisor shall discuss the reasons with the unit member and Association representative (at the unit member's option) prior to such evaluation.

For the purpose of this section, a faculty member's "standard load" shall mean the maximum regular load for that faculty member specified in the load assignment protocol, section 4.29, not including any overload or excess load.

#### **4.29 Load Assignment Protocol**

Load shall be offered and then assigned, in consultation with the faculty in the division, as follows:

- Full-time faculty members shall be assigned their regular load and, if desired, one (1) overload section.
- Unit adjunct faculty II members shall be assigned by seniority up to a maximum of ten (10) credit or contact hours, or as close as possible without exceeding it, provided that such hours are available for assignment.
- Unit adjunct faculty I members shall be assigned by seniority:
  - a. For the fall 2017 semester and earlier, up to a maximum of six (6) credit or contact hours, or as close as possible without exceeding it, provided that such hours are available for assignment.
  - b. In all semester's subsequent to the fall 2017 semester, two courses totaling eight (8) credit or contact hours, if available, or otherwise two courses totaling seven (7) credit or contact hours, if available, or otherwise any number of courses totaling up to a maximum of six (6) credit or contact hours, or as close as possible without exceeding it, provided such hours are available for assignment.
- Full-time faculty members may be assigned additional hours up to a total of twenty-four (24) credit or contact hours (if available).
- At the dean's/supervisor's discretion and with approval of the Vice President of Teaching, Learning and Student Development, unit adjunct faculty II members may be offered, by seniority on a rotating basis, additional load never to exceed 12 credit/contact hours.
- At the dean's/supervisor's discretion and with approval of the Vice President of Teaching, Learning and Student Development, unit adjunct faculty I members may be offered, by seniority on a rotating basis, additional load never to exceed 12 credit/contact hours.
- When all contractual loads have been met, it will be at the dean's/supervisor's discretion to assign remaining load.

#### **4.30 CEOP & CVPP Safety/Security/Training**

Pursuant to the Campus Security Enhancement Act of 2008 (110 ILCS 12/20) Elgin Community College shall conduct training on its Campus Emergency Operations Plan (CEOP) and Campus Violence Prevention Plan (CVPP). The college shall designate the safety/security training for each academic year. Within the academic year, each faculty member shall complete this safety/security training provided by the college through choosing from among various modalities (e.g. synchronous and asynchronous), unless the faculty member has undergone the same training at the college within the past three (3) years. The training shall take no more than two hours per

year. Faculty may utilize scheduled office hours to complete the safety/security training.

### 4.31 Syllabus

For each course section taught, the faculty member shall provide a current course syllabus to students, by the first day of instruction for that section. Syllabi for each section must be submitted electronically to the division office by the first school day after the initial day on which the faculty member is scheduled to teach. This may be extended in the case of extenuating circumstances upon submittal to the dean/supervisor of a request, which shall not be arbitrarily and capriciously denied.

Syllabi must include but are not limited to the following, and the items indicated with an asterisk shall reflect the College's approved master course outline (available on CurricuNET via AccessECC).

#### Course Information:

- Course and Section Number
- Course Title\*
- Semester Offered
- Instructor Name, ECC issued email address, and phone
- Class Location (when applicable)
- Class Meeting Days & Times (when applicable)
- Office Location
- Office Hours
- Course Description\*
- Credit Hours\*
- IAI Designation (when applicable)\*
- Course Requirements (to include when applicable: text, prerequisites\*, technology, and other as needed)
- Course Learning Outcomes\*
- Grading Standards
- Attendance Policies
- Behavioral Expectations
- Topical Course Outline
- Evaluation/Assessment Methods
- Tentative Class Schedule (including general topics to be covered and relevant dates for major tests, papers or other comparable major assignments).

## 4.32 Cancellation

In the event that a course assigned to a full-time teaching faculty member is cancelled, the following process shall apply to replace it, provided that the potential replacement course is between the hours of 8 a.m. and 5 p.m. Monday through Friday to the extent feasible (unless taught online or this condition is waived by the faculty member) is in the faculty member's discipline, and the faculty member is qualified and available to teach it.

1. The faculty member shall have the opportunity to select a course that remains unassigned.
2. If no such unassigned course exists, then the faculty member may select a course that had previously been assigned to a non-unit adjunct teaching faculty member.
3. If no such course assigned to a non-unit adjunct teaching faculty member exists, the faculty member shall have the opportunity to select a replacement course from a UAFI member, starting with the least senior unit adjunct faculty I (UAFI) member.
4. If no such course assigned to a unit adjunct teaching faculty I (UAFI) member exists, the faculty member shall have the opportunity to select a replacement course from a UAFII member, starting with the least senior unit adjunct faculty II (UAFII) member.
5. If no such course assigned to a unit adjunct teaching faculty II (UAFII) member exists, the faculty member shall have the opportunity to select a replacement course starting with those assigned to the least senior full-time faculty member.

As used in this section the phrase "to the extent feasible" means that, if no replacement course between the hours of 8 a.m. and 5 p.m. , Monday through Friday, has been assigned after following the above process, then a replacement course outside of this timeframe may be assigned.

For the purpose of determining whether a potential replacement course is between the hours of 8 a.m. and 5 p.m. Monday through Friday, scheduled class meeting times and any laboratory or rehearsal times, and any other commitments for which the faculty member's physical presence is required, shall be considered.

## ARTICLE V: LEAVES

### 5.1 Jury Duty/Court Related Leave.

All faculty summoned as jurors must notify the appropriate dean/supervisor and Human Resources within ten (10) days of the date of the receipt of the summons issued to the faculty member, or the College Paralegal if subpoenaed for a work-related matter. Summoned/subpoenaed faculty required to appear in court during a day on which otherwise they would have been scheduled to work, will be paid their normal salary during this period, provided the faculty member shall promptly reimburse the College any monies paid for such service which must be reported as income to the Internal Revenue Service (other than payments for meals, travel or other expenses). Such time will not be deducted from accumulated sick leave or personal leave.

Faculty members who are a plaintiff or defendant in a criminal or civil proceeding unrelated to their employment by the College must use accumulated sick or personal leave for any absence from work.

### 5.2 Parental Leave.

Employees who are seeking leave due to the birth or adoption and care of a newborn child of the employee may be entitled to Parental Leave following the conclusion of Leave as outlined in paragraph two a (2a) and two b (2b), subject to the following conditions:

1. Application for Parental Leave shall be submitted to the Human Resources Department at least one hundred twenty (120) calendar days prior to the anticipated arrival of the child.
  2. At the time of application the employee must designate all of his/her leave intentions.
  3. Leave may be taken as follows:
    - a. If **eligible** for Family and Medical Leave Act (FMLA) the employee will be entitled to twelve (12) weeks of leave as outlined in Article V, Section 5.3.
- OR
- b. If the employee is **not eligible** under the provisions of the Family and Medical Leave Act he/she will be entitled to leave for up to 12 weeks as follows:
    - 1) During this time the employee must use any accumulated benefit time.
    - 2) The board will continue to pay health insurance premiums as if not on leave.
    - 3) After all benefit time has been exhausted, the employee shall pay for the employee and employer share of insurance premiums.
  4. At the conclusion of Leave as outlined in paragraph two (2), the employee may request an unpaid Parental Leave up to forty (40) weeks. The employee will be responsible for maintaining all of his/her health insurance premium benefits, if he/she so desires, by making the appropriate payments to Human Resources as outlined in their application for Parental Leave.
  5. An employee who is granted a Parental Leave will return to his/her former position at the conclusion of the leave provided the employee returns by the fifth week or earlier of the semester in which he/she wishes to return.
  6. In the event that the leave ends after the fifth week of the semester, the college retains the right to keep the employee on leave until the start of the following semester.
  7. This section shall not be applicable if the child is attending school (except kindergarten).

### 5.3 Family Medical Leave.

The Family Medical Leave Act (FMLA) entitles eligible employees of covered employers to take job-protected leave, which the FMLA does not require to be paid, for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to twelve workweeks of leave in a rolling 12-month period calculated as set forth in the FMLA.

Qualifying Reasons:

- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the employee's spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty."

The College will grant twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

An eligible employee is one who:

- works for a covered employer;
- has worked for the employer for at least 12 months;
- has at least 1,250 hours of service for the employer during the twelve (12) month period immediately preceding the leave; and
- works at a location where the employer has at least 50 employees within 75 miles.

Leave Designation:

An eligible faculty member may elect to substitute any accrued personal leave, or medical or sick leave, for any part of the twelve (12) week period of such family medical leave. Such designation shall be made prior to the conclusion of the leave.

Faculty members seeking FMLA leave are required to meet certain notification and documentation requirements that are available from Human Resources. The College reserves the right to designate a faculty member's absence from work as FMLA leave consistent with the law.\

For more information on FMLA leave procedures and requirements, faculty members should contact Human Resources.

### 5.4 Personal Leave.

Each faculty member shall be granted two (2) days without loss of salary each academic year for personal leave. Such leave shall be for the purpose of completing matters which cannot reasonably be attended to or postponed to days or hours on which the faculty member is not required to be on campus. If unused, such leave shall accumulate as sick leave. Notice of planned utilization of personal leave shall be given in writing to the dean/supervisor or designee at least seventy-two (72) hours in advance, except in an emergency, when such notice shall be given orally as soon as possible, and thereafter promptly confirmed in writing. Personal days shall be taken in units of one-half (½) days.

When a teaching faculty member misses up to half of their schedule working hours for a given day, then they will report ½ day of leave time. When a teaching faculty member misses more than half of their scheduled working hours for a given day, then they will report a full day of leave time. Personal leave for librarians shall be reported in increments of 15 minutes.

Personal leave is not intended to be used for extension of a holiday or vacation period. Only in cases where personal leave and holiday or vacation period are unrelated will consideration be given.

### **5.5 Professional Activity / Meeting Leave.**

Leaves of absence without loss of pay or other benefits may be granted by the dean/supervisor for a faculty member to attend professional meetings. Refusal of a request for professional meeting leave may be appealed to the Vice President of Teaching, Learning and Student Development.

Faculty may use four (4) days during each year of this contract for professional activities of his/her choice.

Notice to use professional leave shall be given in writing to the dean/supervisor or designee at least seventy-two (72) hours in advance.

### **5.6 Religious Leave.**

A faculty member may utilize up to three (3) days without loss of pay or deduction of personal leave to observe recognized religious holidays of his/her faith if such observance requires such leave. Notice of intent to utilize such leave shall be given in writing at least fifteen (15) calendar days in advance.

### **5.7 Sabbatical Leave.**

1. The Board shall grant to four (4) eligible, full-time, tenured faculty who shall have appropriately applied for the same sabbatical leave, provided that, in the judgment of the Faculty Development Committee and concurrence of the Board by its resolution, such leave will clearly add to the effectiveness of the faculty member in the performance of his/her responsibilities at the College and/or clearly accrue to the benefit of the College.
2. Tenured faculty are eligible to seek a sabbatical leave for an academic semester, an academic year or summer after having completed six (6) continuous years (including any non-sabbatical leave) of full-time service as a faculty member of the College or since his/her last academic semester or academic year sabbatical leave. Tenured faculty will be eligible to request an academic semester or academic year sabbatical leave three (3) years after the completion of a summer sabbatical. Furthermore, tenured faculty are eligible to request a summer sabbatical three
3. (3) years after the completion of an academic semester, academic year, or summer sabbatical. A faculty member shall not be eligible for any sabbatical leave following an academic year in which he/she was on leave of absence for sixty (60) days or more.
4. Faculty shall make application for sabbatical leave in writing to the Vice President of Teaching, Learning and Student Development or designee pursuant to a reasonable timetable which shall be established. Such application shall include all the dates pertinent to such leave.
5. Two (2) sabbatical leaves shall be for a period of one (1) academic semester or one (1) academic year, and two (2) shall be for the summer term.
6. A. During the period of sabbatical leave, faculty shall receive one-half (½) of his/her salary for an entire



academic year, or all of his/her salary for a leave of one (1) semester. Faculty on sabbatical leave during the summer session shall receive a stipend equal to six (6) credit hours multiplied by the summer school rate as referenced in section 6.14.

B.If, during the period of sabbatical leave, the faculty earn taxable remuneration for contracted work, the salary paid by the College shall be reduced accordingly. Faculty may accept a stipend or grant intended to cover expenses but which does not require the performance of specific duties. Taxable remuneration shall not include royalties, dividends, interest or like income not derived from work performed during the period of the sabbatical leave.

C.As used in the preceding subparagraph, “salary” shall not include any additional amounts for summer school, extra-duty stipends or overloads. All insurance benefits shall continue and sick leave and vertical movement on the salary schedule, if any, shall accrue during the term of the leave.

D. Faculty on sabbatical leave shall not teach at Elgin Community College or perform their customary duties, unless a request is submitted in writing to the dean and Vice President of Teaching, Learning, and Student Development and approved in writing by the President.

7. As a condition precedent to sabbatical leave, faculty shall agree to return to the College as full-time faculty for at least one (1) academic year immediately following the conclusion of such leave and shall execute a promissory note assuring restitution of all salary paid during such leave if he/she does not return, such to be payable in bi-monthly installments over a term not to exceed twice the length of the leave.
8. Faculty shall make a comprehensive written report to the College President and the Board at the conclusion of the leave. This report should include, but is not limited to, a summary of the program of study or project, an evaluation of the experience, and how the results of the leave will be used to improve instruction.

## 5.8 Sick Leave.

Faculty shall have the right to utilize sick leave due to personal illness or disability or because of a medical emergency in the faculty member’s immediate family defined as spouse, children, parents, grandparents and grandchildren. If the leave does not qualify as FMLA or is due to death to immediate family, the leave shall be limited to five (5) days. If extenuating circumstances arise, the College President may approve additional leave. A doctor’s statement substantiating the illness and/or verifying ability to return to work may be required.

Sick leave shall be earned at the rate of twelve (12) days per year with unlimited accumulation. All sick days shall be available on the first day of the academic year. No payment for unused sick time accrued will be made. If legislation during the term of this contract requires the College to pay faculty members for unused accrued sick days, the maximum which may be accrued for payment is one hundred eighty (180) days.

Faculty who are disabled and have used all of his/her accumulated sick leave shall be paid one-half (½) his/her salary for a maximum of sixty (60) calendar days or until the State Universities Retirement System (SURS) begins disability payments, whichever comes first.

The Board authorizes ECCFA to establish a Sick Leave Bank. Donations to this bank will be open to all faculty members and will be voluntary. The bank shall be administered by Human Resources.

The Sick Leave Bank is subject to the following guidelines:

1. Notices of participation in the bank must be provided on the appropriate form to Human Resources no later than September 30 for the current academic year.
2. Notice of withdrawal of participation must be made no later than September 30 for the current academic year. Days already donated shall remain in the bank.
3. Each faculty member may contribute up to two (2) sick days per academic year to the bank.
4. After depletion of personal sick leave, any ECC employee may apply to a faculty committee chaired by a member of the Human Resources staff for additional sick days from the bank. This committee will establish general guidelines for distribution of banked days. If the committee denies the request, the committee will notify the applicant in writing, with the reasons for denial.
5. The Sick Leave Bank shall be available only for the illness of the employee and not for the illness of a family member.
6. Employees applying to the bank must submit the request and all required documentation no later than thirty (30) calendar days after the employee has returned from leave, if all benefit time has been exhausted.

Employees applying to the bank shall absolve and hold harmless in all respects the Board of Trustees, the administration, ECCFA and the committee regarding the establishment and implementation of the Sick Leave Bank.

### **5.9 Leave of Absence.**

Faculty may be granted an extended leave for the purpose of education improvement, work experience, family hardship or other personal reasons without remuneration, when the requested leave does not create a disruption of the activities of, nor an undue hardship upon, the College. Such leaves are not to exceed one academic year.

All requests for such leaves are to be made to the dean/supervisor and, if recommended, are submitted by the administration to the Board for approval. Faculty granted leave under this provision will, upon returning to work, be entitled to full reinstatement of all provisions of tenure, if applicable, and other suspended benefits. No sick leave, vacation time, nor time counted toward tenure status shall be accrued during such a leave. Faculty on leaves granted for educational improvements and work experience shall be advanced one (1) step on the salary schedule as though they were not on leave, provided they carry out the provisions of the leave. Those on leave for any other purpose shall not be advanced on the salary schedule.

During such period of authorized unpaid leave, the faculty member shall have the option, under COBRA, to continue participation in the College's insurance programs by making timely payments of all required premiums to the College.

Working another full-time or part-time job while on unpaid leave from the College is prohibited unless approved by the Board. For the purpose of this paragraph, a "job" shall mean a paid position of regular employment.

### **5.10 Employment Status at Conclusion of Leave of Absence.**

Except as otherwise provided elsewhere in this contract, any faculty granted a leave of absence shall be treated by the Board upon termination of such leave in the same manner as though such faculty member had not been on leave of absence, provided only that all of the conditions of such leave have been complied with by the faculty member.

### **5.11 Unemployment Compensation.**

As a condition precedent to all leaves of absence, faculty agree to waive any claim of whatsoever nature for unemployment compensation during the period of such leave.

### **5.12 Notice of Intention to Return.**

In all instances where faculty are granted a leave of eight (8) months or more, as a condition thereof, faculty must advise Human Resources at least ninety (90) calendar days (or March 15, whichever occurs first) prior to the beginning of the next semester (after expiration of leave) of his/her intention of return. If notice is not given as required herein, it shall be treated as an election not to return to employment and as a resignation from the College.

### **5.13 Victims' Economic Security and Safety Act (VESSA).**

Faculty members who have worked for the College during any 12-month period may be entitled to a total of 12 workweeks of leave during any 12-month period under the Victims' Economic Security and Safety Act (VESSA). VESSA leave may be taken on an intermittent basis.

A faculty member may take VESSA leave to:

1. Seek medical attention for, or recovery from, physical or psychological injuries caused by domestic or sexual violence to the faculty member or faculty member's family or household member;
2. Obtain victim services for the faculty member or faculty member's family or household member;
3. Obtain psychological or counseling for the faculty member or faculty member's family or household member;
4. Participate in safety planning, including temporary or permanent relocation or other actions to increase the safety of the victim from future domestic or sexual violence; or
5. Seek legal assistance to ensure the health and safety of the victim, including participating in court proceedings related to the violence.

Faculty members who have paid sick leave available to them may use such leave concurrently with their VESSA leave. After exhausting his or her paid leave, the remainder of a faculty member's VESSA leave will be unpaid.

Faculty members who wish to apply for a VESSA leave are required to meet certain notification and documentation requirements that are available from the Human Resources. The College reserves the right to request one or more of the following:

- Documentation from a victim services organization, attorney, member of the clergy, or medical or other professional from whom the faculty member's family or household member has sought assistance;
- A police or court record; or
- Other corroborating evidence.

Faculty members must pay their share of health insurance premiums while on VESSA leave. If a faculty member fails to return to work following the conclusion of a VESSA leave, the Board may recover the health insurance premiums it paid on behalf of the faculty member.

For more information on VESSA leave procedures and requirements, faculty members should contact Human Resources.

## **ARTICLE VI: COMPENSATION AND BENEFITS**

### **6.1 Maintenance of Health Benefits.**

Health insurance benefits in effect on January 1, 2017 shall be maintained at their current levels, except for changes required by federal and/or state law or the vendor, unless changes are agreed to by the Board and Association. In order to comply with federal mandates or to avoid penalties or taxes imposed by the Affordable Care Act, the Board may offer additional plans which will meet the requirements of the Affordable Care Act. The same provider will be used for all offered plans, and these plans shall be priced in the aggregate with the intent of keeping each plan viable. The Association will be notified in writing by Human Resources in the event of any vendor-required changes.

### **6.2 Health and Dental Insurance.**

#### **A. Employee Health and Dental Coverage**

Faculty enrolled in the health and dental benefits plans will pay the listed percentage of the employee premium:

- Effective July 1, 2017 – 13% (no increase to employee contribution)
- Effective July 1, 2018 – 14%
- Effective July 1, 2019 – 15%

#### **B. Dependent Health and Dental Coverage**

Faculty enrolled in the health and dental benefits plans will pay the listed percentage of the dependent premium:

- Effective July 1, 2017 – 22% (no increase to employee contribution)
- Effective July 1, 2018 – 23%
- Effective July 1, 2019 – 24%

Supplemental:

If, on or after September 1, 2018, the total dollar amount of health coverage costs for either individual or other coverage is at or above ninety percent (90%) of the then-existing thresholds for a Cadillac Plan Excise Tax, then the Board or the Association may reopen 6.2 Health and Dental Insurance by written notice to the other party, except that no such reopener shall apply if such Cadillac Plan Excise tax is inapplicable to the College. If an agreement cannot be reached by March 1, 2019, the Board reserves the right to modify the insurance plans in a reasonable manner only to the extent necessary to avoid penalty fees arising under the Cadillac Plan Excise Tax as defined below.

For the purposes of this section, a “Cadillac Plan Excise Tax” means a tax provided for under the Affordable Care Act (ACA) or any subsequently-enacted federal statute or any subsequently-promulgated federal regulation, and which imposes a tax on employer-provided health coverage in excess of costs above certain thresholds, which are currently provided for in Section 4980 i of the Internal Revenue Code, and are currently set at \$10,200 for single coverage and \$27,500 for coverage other than single coverage.

### **6.3 Group Life Insurance.**

The Board shall provide at its expense group term life and accidental death and dismemberment insurance at two (2) times the annual base salary rounded to the next higher one thousand dollars (\$1,000), subject to a minimum of \$100,000 and a maximum of \$350,000.

### **6.4 Section 125 Plan.**

The Board shall provide a Section 125 Plan, which will include a flexible spending account (FSA). This plan shall provide an opportunity, pursuant to relevant Internal Revenue Service guidelines and regulations, for faculty to use tax-free dollars deducted from their paychecks to pay for allowable benefits and expenses (e.g. health,

dental or vision premiums, non-reimbursed medical expenses and/or dependent child care expenses) which are normally paid for with out-of-pocket and/or taxable dollars.

The Board shall pay the initial startup costs for the plan and the participating faculty shall pay the subsequent maintenance fees.

## **6.5 Domestic Partners.**

For the purposes of this agreement the term “spouse” shall include domestic partners, and all rights and benefits afforded to employee spouses and dependents under this agreement shall be extended to domestic partners as defined below. Similarly, dependent children of employees’ domestic partners shall be defined as employees’ dependent children for the purposes of this agreement.

The Board will afford domestic partner in accordance with regulations and requirements from insurance vendors, county, state and federal government.

To be eligible for coverage as a domestic partner, the College employee and the domestic partner must complete and file with Human Resources an “Affidavit of Domestic Partnership” in which they attest that (a) they are each other’s sole domestic partner, responsible for each other’s common welfare and financial obligations, (b) neither party is married, nor are they related by blood to a degree that would prohibit marriage in the State of Illinois, (c) the relationship is an exclusive mutual commitment similar to that of marriage and intend to remain so indefinitely, (d) each partner is at least 18 years of age and mentally competent to consent to contract, (e) the partnership must have been in existence for the past six (6) consecutive months prior to the filing of the Affidavit of Domestic Partnership.

### **Additional Provisions:**

1. Notification of Changes: The parties must agree to notify Human Resources of any change in the circumstances which has been attested to in the documents qualifying a person for coverage as a domestic partner within thirty (30) calendar days.
2. Liability for False Statements: If any company or Elgin Community College suffers a loss because of false statement contained in the documents submitted in connection with coverage for a domestic partner or as a consequence of the failure to notify Human Resources of a changed circumstance, the company, or Elgin Community College, will be entitled to recover reasonable attorney fees in addition to damages for such losses.
3. Termination: The employee shall file a statement with Human Resources indicating the relationship has ended within 30 calendar days. A copy of the termination will be mailed to the other partner unless both have signed the termination statement.
4. COBRA: Domestic partners and their dependents are not eligible for benefits under COBRA or Section 125 as provided by applicable law.
5. Children of a domestic partner may be enrolled in the health, dental, voluntary vision and/or voluntary life plans if they meet the definition of an eligible dependent as defined by the College’s plan documents.
6. All information supplied by the employee or the domestic partner will be kept confidential and this information is not released to any party outside Human Resources and the College’s benefit providers. Except as a necessary conduit of information, Human Resources is not involved in the processing of the enrollments or the determination of eligibility for domestic partnership benefits. The determination of eligibility for domestic partnership health, dental, voluntary vision and/or voluntary life plan benefits is made by the College’s benefit providers.
7. The value of benefits provided to an employee’s domestic partner (and the domestic partner’s eligible children, if any) is considered part of the employee’s taxable income, unless the employee’s domestic

partner qualifies as a dependent under Section 152 of the Internal Revenue Code. Additional information may be required by Human Resources to verify this.

## 6.6 Professional Expense Reimbursement and Professional Development Benefits

Professional development activities may include professional travel expenses, conferences and workshops, tuition, and other professional activities. Professional expenses may include dues, books, professional publications, hardware, software, and other supplies used in the performance of your duties in your position with the college.

The following are examples of reimbursement claims which are not considered professional development activities or professional expenses: party expenses, snacks, candies for students or colleagues, gifts for students or staff, fitness center memberships, personal enrichment classes, cell phones or phone contracts, subscriptions to music download companies or movie providers, dues for professional associations not related to your position at the college, furniture, desks, chairs, equipment not directly utilized in performing the duties of your position.

- A. **Professional Expense Reimbursement Benefit.** Each full-time faculty member will be granted reimbursement for incurred professional expenses directly applicable to their position with the college. The rate will be seven hundred and fifty dollars (\$750) per year for the duration of this agreement.

All requests for reimbursement must be submitted to the dean/supervisor for approval with attached original receipts and completion certificates. Reimbursement requests shall be submitted no later than thirty (30) days following the end of the calendar year in which the expense was incurred.

Disagreement may be appealed to the Vice President of Teaching, Learning and Student Development.

- B. **Professional Development Benefit.** For each full-time faculty member per active year, seven hundred and fifty dollars (\$750) per year during this agreement will be deposited in the Professional Development and Expense account for professional development activities. These funds will be allocated on a competitive basis by the Faculty Development Committee and shall be subject to the approval of the Vice President of Teaching, Learning and Student Development.
- C. **Restricted Funds for Professional Development:** On an annual basis, unused funds from both Professional Expense and Professional Development from previous and the current contract(s) shall be set aside in a restricted purposes account to be used for professional development by faculty. If professional development funds are exhausted for a particular year, the Chair of the Faculty Development Committee may request additional funds from the restricted purposes account from the Vice President of Teaching, Learning and Student Development. Such requests will not be capriciously or arbitrarily denied. No more than one year's worth of Professional Expense and Professional Development funds shall be accumulated in the restricted purposes account at any given time.

## 6.7 Equipment Maintenance and Repair.

Faculty with assigned teaching loads involving laboratories may be awarded, with prior written approval by the dean, an additional contract for the increased responsibilities of laboratory management, i.e., equipment repair and preventive maintenance, in compliance with industry standards, inherently generated by the instructional area and not subsequently covered by maintenance agreements or qualified paraprofessionals. The contract shall be established between the College and the department faculty based on twenty-eight dollars (\$28) per

hour. Timesheets are required in support of all hours worked for maintenance and repair.

### **6.8 Tuition Reimbursement.**

Each full-time faculty, spouse and children age 25 or younger shall have the right to receive reimbursement of tuition for all credit courses taken at ECC, in which faculty, spouse or children age 25 or younger receive a grade of “C”, “pass”, or better. The tuition must be paid in full to request reimbursement and the request must be completed and submitted within ninety (90) days of semester completion or the request will be denied. Faculty shall contact Human Resources to exercise this option.

In the event an incomplete grade is revised to a grade of “C” or better after the expiration of 90 days from semester completion, then a reimbursement request may be submitted within ten (10) days thereafter along with written documentation reflecting the grade change; provided, that even in this case no reimbursement request shall be honored if submitted more than one-hundred and thirty (130) days after completion of the semester to which the course was taken.

### **6.9 Proficiency Testing.**

Faculty will be compensated thirty dollars (\$30) for each proficiency test they grade which can only be graded by faculty. Tests which can be scored by machines or by another employee with a master key will be scored in the Learning Skills Center.

When requested by the dean/supervisor, faculty will be compensated one hundred dollars (\$100) for each proficiency test they construct and grade. After the test has been constructed it will become the property of the College and will be kept on file in the dean’s office.

### **6.10 Substituting.**

Faculty who substitute shall be paid the Lane II Step 2 Unit Adjunct II Librarians rate per hour. No faculty shall be paid extra for teaching two (2) sections at the same hour, nor shall he/she be required to do so. All substitutes must be hired by the appropriate dean/supervisor. Faculty may substitute for one another without remuneration when, in the opinion of the appropriate dean/supervisor, it is in the best interest of the College.

When one faculty member is substituting for the same class for more than six (6) consecutive hours of classroom time, the compensation for a full-time faculty substitute will be the voluntary overload rate, *pro rata*; a UAF member will be paid his or her unit adjunct rate, *pro rata*, or Lane II Step 2 Unit Adjunct II Librarians rate per hour, whichever is higher. Similarly, a UAF member will be paid his or her Unit Adjunct rate, *pro rata*, or the Lane II Step 2 Unit Adjunct II Librarians rate per hour, whichever is higher. All such pay shall be retroactive.

### **6.11 Independent Study.**

Independent Study is intended for those special circumstances when students need special consideration and supervision to earn credits for a class that is not otherwise available.

Independent Study shall be compensated at the rate of seventy-five dollars (\$75) per credit hour for each student in the class, except when assigned as part of a full-time teaching load.

### **6.12 Working at Two or More Locations.**

Faculty whose work assignments require them to travel between two or more locations will be reimbursed at the established rate for mileage for the miles driven from the first site to the second site. Faculty will not be reimbursed for travel to assignments accepted as voluntary overload.

### **6.13 403(b) and 457 (b) Plan Contributions.**

The Board shall sponsor a 403(b) plan and a 457(b) plan, and shall provide eligible faculty members with the opportunity to elect salary reduction contributions to the plans. Eligible faculty members who wish to participate in the plans shall execute salary reduction agreements in a form authorized by the Board and plan administrator.

#### **6.14 Summer School Contracts.**

Summer school contracts shall be treated as voluntary overloads and shall be compensated at one thousand sixty four dollars (\$1,064) per semester contact hour. During the summer instructors will provide students with contact information in their syllabi. Full-time faculty will have first refusal over adjunct instructors for classes offered in the discipline in which they teach. A faculty member cannot be assigned more than ten (10) credit hours of concurrent instruction, exclusive of independent study, without the written consent of the Vice President of Teaching, Learning and Student Development. No other provision in this contract shall relate to the summer school schedule unless expressly mentioned in this contract.

#### **6.15 Voluntary Overload.**

Additional assignments accepted voluntarily during the academic year shall be paid at the rate of nine hundred forty- one dollars (\$941) per semester contact hour. The voluntary per hour rate for librarians shall be fifty-nine dollars (\$59) per hour.

No faculty shall accept additional assignments, credit or noncredit, in excess of sixty (60) percent of the standard instructor workload without the agreement of his/her dean/supervisor and written approval of the Vice President of Teaching, Learning and Student Development and the Association. Fulltime faculty will have first refusal of one (1) class offered in their area and fulltime librarians will have first refusal of work in their areas when there is no conflict with their regular assignments. Non-teaching faculty, i.e., librarians, shall not accept additional assignments in excess of 10 days of the standard workload without the agreement of the dean/supervisor. Librarians hired after January 1, 2007, shall not accept voluntary overload assignments in excess of 45 days of the standard workload without the approval of the dean/supervisor.

Courses offered with other entities or community partners prior to January 1, 2007, shall be exempt from right of first refusal.

#### **6.16 Involuntary Overload.**

Additional assignments which are made involuntarily shall be compensated at the pro rata rate of 1/30 of full-time salary per credit hour of instruction for every hour over thirty (30) or 1/168 of annual salary for each day of work for librarians over one hundred sixty-eight (168). Librarians employed full-time prior to January 1, 2007, shall be guaranteed a minimum of thirty-seven (37) involuntary overload days during the calendar year plus an additional pool of sixteen (16) days to be worked during the calendar year. These additional days will be assigned by the Associate Dean of Library in consultation with the faculty.

Involuntary overload for librarians shall not be used for participation in professional development and/or institutional routines, unless otherwise directed by the dean/supervisor.

#### **6.17 Salary.**

There will be no vertical movement in 2017. The maximum vertical movement in 2018 and 2019 is one (1) step per year. The maximum horizontal movement in 2017 will be as provided for under the previous contract on work completed prior to the end of 2016. The maximum horizontal movement in 2018 and 2019 is one (1) lane per year, except up to two (2) lanes per year for members who have been approved in a degree program prior to the end of 2016. In addition to approved graduate hours, faculty may move on the salary schedule by performing alternate activities which are recommended by the Faculty Development Committee and approved by the Vice



President of Teaching, Learning and Student Development.

The source of funding, personal, institutional, or other, will not be a consideration for any professional growth activity. All applications that request preapproval of certified credit and approval of alternate lane credit for the coming salary year shall be submitted by the faculty to the dean/supervisor by October 1 of each year this contract is in effect.

Lane change activities completed by December 31, and documented no later than February 15, shall be awarded on the salary schedule for that calendar year.

In determining a faculty member's initial placement on the salary schedule, a Master of Fine Arts (MFA) shall be equivalent to Lane V (MA + 30). Any faculty member with an MFA degree who was not initially placed at Lane V shall be given an additional (30) lane credits.

The ECCFA and the Board agree that benefits for faculty members who are appointed during the mid-year of the academic or contract cycles will be prorated.

### **6.18 SURS Contributions and Other Deductions.**

The Board shall deduct for faculty a sum of earnings pursuant to Section 15-157 of the Illinois Pension Code. The contributions, although designated as employee contributions under the Illinois Pension Code, are being paid by the Board to the State Universities Retirement System ("SURS") pursuant to Section 414(h)(2) of the Internal Revenue Code. Faculty are not permitted to receive the contributions directly instead of having them paid by the Board to SURS. The Board shall pick up these contributions by a reduction in the earnings of the faculty member, pursuant to Section 15-157.1 of the Illinois Pension Code.

The Board shall further deduct from earnings all monies as required by law or as authorized by the faculty member pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to SURS for the faculty member. The balance shall be payable to the faculty member as salary installments, as otherwise provided herein.

### **6.19 Longevity Step.**

A. In 2017, faculty shall not receive payment for a longevity step. In 2018 and 2019, faculty who have remained for one (1) year in lane ten (X), on step 20 of the salary schedule, shall receive an annual \$1,500.00 employer contribution to their 403(b) or 457(b) or receive the same payment subject to federal and state taxes.

B. In 2017, faculty shall not receive payment for a longevity step. In 2018 and 2019, faculty who have remained for one (1) year in lanes one (I) through ten (X) in the final step of their designated lane on the salary schedule, shall receive an annual \$1,000.00 employer contribution to their 403(b) or 457(b), or receive the same payment subject to federal and state taxes.

Human resources will notify employees of their options annually. If an election is not made prior to the scheduled date on the notice, the employer contribution will default to the payment, subject to federal and state taxes.

### **6.20 Professor Emeritus.**

1. All full-time faculty retiring from the College will be appointed as a Professor Emeritus of Elgin Community College unless the Board, solely and exclusively, decides not to do so. Decisions to deny Professor Emeritus status shall not be arbitrary and capricious.

2. Emeritus faculty members will be entitled to have their names listed in a section of the College catalog and to use the designation in any publications or professional associations.

## **ARTICLE VII: RANK**

Faculty will be awarded rank in the following categories:

Instructor, Assistant Professor I, Assistant Professor II, Associate Professor I, Associate Professor II, Professor I, and Professor II.

Rank will be awarded as indicated in Appendix A, Salary Schedule.

## **ARTICLE VIII: CONDITIONS OF EMPLOYMENT UNIT ADJUNCT FACULTY II**

### **8.1 Other Applicable Sections.**

The following Sections from the 2017-2019 Agreement shall be applicable to Unit Adjunct Faculty II:

- 1.2 Recognition and Bargaining Unit
- Article II, ASSOCIATION-BOARD RELATIONS
- Article III, GRIEVANCE PROCEDURE
- 4.1: Academic freedom
- 4.9: Team Teaching
- 4.10: Block Teaching
- 4.11: Distance Learning
- 4.13: Faculty Personnel Records
- 4.15: Academic Calendar
- 4.17: Grant Related Activities
- 4.20: Release Time
- 4.21: Class Size
- 4.24: Sexual and Discriminatory Harassment
- 4.26: Instructional Coordinator Position
- 4.28: Faculty Teaching in Multiple Divisions
- 4.29: Load Assignment Protocol
- 4.30: CEOP & CVPP Safety/Security Training
- 4.31: Syllabus
- 5.1: Jury Duty/Court Related Leave
- 5.3: Family Medical Leave
- 5.13: Victims' Economic Security and Safety Act (VESSA)
- 6.5: Domestic Partners
- 6.7: Equipment Maintenance and Repair
- 6.9: Proficiency Testing
- 6.10: Substituting
- 6.11: Independent Study
- 6.12: Working at Two or More Locations
- 6.13: 403(b) and 457(b) Plan Contributions
- Article IX: INTELLECTUAL PROPERTY RIGHTS

#### **Appendices**

- C-1: Letter of Agreement Regarding Faculty Evaluation and Faculty Development Handbooks
- C-2: Letter of Agreement Regarding Qualifications for Unit Adjunct Faculty
- C-3: Letter of Agreement Regarding Standing Insurance Committee
- C-6: Letter of Agreement Regarding Excess Load for Unit Adjunct Faculty
- C-8: Letter of Agreement Regarding SURS Retirees/Annuitants
- C-10: Letter of Agreement Regarding Virtual Office Hours
- C-11: Letter of Agreement Regarding Limited Reopener Revision

## 8.2 Unit Adjunct Faculty II Workload.

1. **Teaching Faculty.** The workload offered to unit adjunct faculty II shall be ten (10) credit or contact hours, or as close as possible without exceeding it, each semester, provided such hours are available and the faculty member is qualified to teach them. An exception may be made for excess load with the written approval of the Vice President of Teaching, Learning and Student Development and the Association within 48 hours of the request from the dean. Such approved load shall never exceed twelve (12) credit or contact hours, except as set forth in Appendix C-6 Letter of Agreement Regarding Excess Load for Unit Adjunct Faculty.
2. **Library Faculty.** The minimum workload offered to unit adjunct II library faculty shall be 14 hours per week during the academic year plus an additional 126 clock hours during the remainder of the calendar year. Such unit adjunct library faculty may work as many additional hours as are available and for which they are qualified-not to exceed 21 hours per week-without the written approval of Vice President of Teaching, Learning and Student Development and the Association within 48 hours of the request from the dean. Such additional approved load shall never exceed twenty-eight (28) clock hours per week. A unit adjunct II library faculty will have preference over unit adjunct I and non- unit adjunct library faculty for work they are qualified to do.
3. **Determination of Load.** The minimum time allotted for initial load selection shall be ten (10) days. Subsequent selection, if other courses become available, faculty will have two (2) days to make their selection, or longer at the discretion of the dean/supervisor. However, the dean/supervisor, with the approval of the Vice President of Teaching, Learning and Student Development, maintains the discretion to assign courses or workload based on the interest of the College.

Load shall be offered and then assigned according to 4.29 Load Assignment Protocol.

4. **Seniority.** Seniority will be used to resolve conflicts between unit adjunct faculty II members who are qualified to teach and wish to teach the same courses. Seniority will be used to resolve conflicts between unit adjunct library faculty who are qualified and wish to work the same hours.

Seniority is determined in the following order:

1. Date of entry into the bargaining unit as a unit adjunct II.
  2. The total number of semesters worked as adjunct faculty at the College, the person having taught more semesters being senior.
  3. Lot drawn by Human Resources for each instance.
5. **Cancellation.** In the event that a course assigned to a unit adjunct teaching faculty II (UAFII) member is cancelled, or lost due to reassignment to another instructor which resulted, directly or indirectly, from a class cancellation, then the following process shall apply to replace the cancelled or lost assignment, provided that the potential replacement course is in the UAFII member's discipline, the UAFII member is qualified and available to teach it, and the potential replacement course would not cause the instructor to exceed ten (10) credit or contact hours:
    - a. UAFII shall have the opportunity to be reassigned to a course that remains unassigned. If no such unassigned course exists, then the UAFII may select a course that had previously been assigned to a non-unit adjunct teaching faculty member.  
  
If no such course assigned to a non-unit adjunct teaching faculty member exists, the UAFII member shall have the opportunity to select a replacement course from a UAFI member,

starting with the least senior unit adjunct faculty I (UAFI) member.

If no such course assigned to a unit adjunct teaching faculty I (UAFI) member exists, the UAFII member shall have the opportunity to select a replacement course starting with those assigned to the least senior unit adjunct faculty II (UAFII) member.

If within five (5) calendar days before the official first day of classes, a unit adjunct teaching faculty II member's assigned class is cancelled or lost due to reassignment to another instructor which resulted, directly or indirectly, from a class cancellation and if a replacement class is not available when the unit adjunct teaching faculty II member can teach, and if an independent study is not offered, the College shall pay the unit adjunct teaching faculty II member a one hundred dollar (\$100) stipend.

- 6. Working Hours.** Unit Adjunct Faculty II members shall not exceed the maximum number of working hours on average per week as defined by the Affordable Care Act (ACA) as the maximum hours an individual can work and still be considered part time. This calculation will include actual time spent in the classroom per week, office hours, and a reasonable configuration of grading, preparation, and extra-duty time and will be averaged over the maximum period of time allowed by ACA rules. If a further clarification provided by the IRS changes this configuration, the ECCFA or the Board will be allowed to impact bargain.

### 8.3 Office Hours.

Instructors shall hold office hours on campus, at a place mutually convenient to the instructor and students, a minimum of twenty-five (25) minutes per week for every hour of load assignment. An office hour schedule must be submitted electronically or in another mutually agreed fashion to the dean/supervisor for approval by the first school day after the initial day on which the instructor is scheduled to teach. This may be extended in the case of extenuating circumstances upon submittal to the dean/supervisor of a request, which shall not be arbitrarily and capriciously denied. Modified office hours may be submitted to the dean/supervisor at any time. For the purpose of this section, a school day is a day on which the Administrative Offices are open, excluding Saturdays and Sundays.

All office hours will be posted outside the instructor's office, and the administrative assistant/office coordinator or dean/supervisor will be notified, preferably by email or in writing, if for any reason the instructor is not in the office or laboratory during office hours for any prolonged period. Each instructor shall schedule office hours at times mutually convenient to the instructor and students. When classes are taught off-campus or online and on campus office hours would not make the instructor more available to students, virtual office hours through the college's course management system may be scheduled with prior approval of the dean/supervisor.

If the instructor teaches at a location, excluding the main campus, at which facilities to hold office hours are not available, reasonable alternative arrangements may be made with the approval of the Dean/supervisor.

### 8.4 Instructional Area Meetings.

Unit adjunct faculty II members will attend instructional area meetings that apply specifically to them under the same terms as full-time faculty under Section 4.18. If unit adjunct faculty II members are unable to attend, they will be given materials and/or minutes from the meeting.

### 8.5 Professional Expense and Development.

Each unit adjunct faculty II will be granted two hundred dollars (\$200) per active semester, not including summer semester, for professional development activities and incurred professional expenses that occur during an active semester directly applicable to their position at the college. If a unit adjunct II faculty does not

use all of the \$200 during an active fall semester, the remainder will carry over and be added to the spring semester if the unit adjunct II is active in the spring.

Professional development activities and incurred professional expenses may include professional travel expenses, conferences and workshops, tuition, books, professional publications, hardware and software, and other professional activities and supplies. The following are examples of reimbursement claims which are not considered professional development activities and professional expenses: party expenses, snacks, candies for students or colleagues, gifts for students or staff, fitness center memberships, personal enrichment classes, cell phones or phone contracts, subscriptions to music download companies or movie providers, dues for professional associations not related to your position at the college, furniture, desks, chairs, equipment not directly utilized in performing the duties of your position.

All requests for reimbursement must be submitted to the dean/supervisor for approval with attached original receipts and completion certificates. After utilizing all funds deposited to professional development under previous contracts, unused monies on a per member basis, up to two-hundred dollars (\$200) per UAll member, shall be automatically deposited in the Unit Adjunct Faculty Professional Development and Expense account. Accumulated professional development funds, less any encumbered funds, cannot exceed the total of three-hundred dollars (\$300) per total number of unit adjuncts at the end of the academic year. These funds will be allocated on a competitive basis by the Faculty Development Committee and shall be subject to the approval of the Vice President of Teaching, Learning and Student Development.

Reimbursement requests must be submitted no later than thirty (30) calendar days following the end of the academic year in which the expense was incurred.

## **8.6 Evaluation.**

Unit adjunct faculty II shall be evaluated in the manner prescribed in all applicable sections of the Faculty Evaluation Handbook. No tenure status will be accrued or granted to the unit adjunct faculty II member. Unit adjunct faculty I who attain unit adjunct faculty II status shall be evaluated three (3) years from their last evaluation and on a triennial basis thereafter. If the faculty member teaches in multiple modalities, the Dean may choose the modality to be evaluated; the faculty member will choose the course. If formally evaluated more frequently, the unit member's dean/supervisor shall discuss the reasons with the unit member and Association representative (at the unit member's option) prior to such formal evaluation.

- A. Unit Adjunct Faculty II members shall facilitate submission of student evaluations to the Office of Institutional Research (IR) for all classes every semester. Aggregate data reports shall only include identifiers down to the course level. Data on courses taught by just one faculty member shall not include individual course identifiers but rather shall be reported in a single aggregate category by division.
- B. For Unit Adjunct Faculty II members undergoing triennial evaluation, IR shall tabulate student evaluation data for all classes taught during the two semesters prior to the triennial review.
- C. Student evaluations may be used for the purpose of improvement of instruction, and may be compiled in the aggregate to meet accreditation and other assessment of learning accountability measures. No punitive action may be taken against faculty based upon student evaluations.
- D. Each year the faculty member will submit a self-assessment, including a professional growth plan, to the dean/supervisor. The forms, procedure and deadlines for this evaluation are specified in the Faculty Evaluation Handbook.

## **8.7 Discipline.**

Disciplinary actions are made subject to the grievance procedure. The College agrees that disciplinary action shall be in a timely fashion with progressive and corrective discipline, as appropriate.

## **8.8 Salary.**

1. No vertical movement shall be granted in 2017. In 2018 and 2019, vertical step movement shall be granted to active members of the bargaining unit who taught during the previous calendar year.
2. Vertical step movement, when appropriate, occurs at the beginning of the spring semester.
3. The maximum horizontal movement is one (1) lane per year. Lane change activities completed by December 31 and documented no later than February 15 shall be awarded on the salary schedule for that calendar year.
4. Alternate lane movement shall be permitted according to criteria and procedures outlined in the Faculty Development Handbook. Work experience shall not be considered an eligible alternate activity for unit adjunct faculty. The source of funding, personal, institutional, or other, will not be a consideration for any professional growth activity.
5. Initial placement on the schedule beyond Lane I shall be based on transcripts or other documentation submitted by the unit adjunct faculty member to Human Resources. This documentation shall be required within 45 calendar days of the start of the semester in which the instructor qualifies for membership in the bargaining unit.
6. For purposes of compensation placement for unit adjunct faculty, placement at Lane 2 shall require a master's degree or equivalent experience. Equivalent experience shall be defined as formal recognition within their vocational field in terms of external certification, licensing, or journeyman status to be approved by both the dean and Human Resources.

## **8.10 Professional Resources.**

Each unit adjunct faculty II shall receive a permanent parking tag, a voice mail number, an e-mail address and access to a copy machine. Unit adjunct faculty II names, voice mail numbers, and office numbers shall appear in the employee directory.

Shared office space and a shared space for confidential meetings shall be provided for each unit adjunct faculty member. Upon request, each unit adjunct office shall be equipped with secured file space for each person assigned to that office.

Further, an appropriate number of computers and printers, and a telephone extension will be provided.

## **8.11 Unit Adjunct Faculty Who Accept Administrative Positions.**

Unit adjunct faculty members who accept a temporary administrative position will be considered inactive in the bargaining unit and the terms of the contract shall not apply to them for the duration of the administrative appointment. At the termination of the temporary administrative appointment they may return to the bargaining unit at the same seniority and salary placement they held previously. Time spent in a temporary administration position shall not count in the calculation of seniority. Unit adjunct faculty members who accept a regular (non-temporary) administrative position will forfeit membership, and the terms of the contract shall not apply to them.



## 8.12 Sick/Professional Meeting Leave.

Unit adjunct faculty II shall have the right to utilize sick leave due to personal illness or disability or because of a medical emergency or death in the faculty member's family defined as spouse, children, parents, grandparents and grandchildren. If extenuating circumstances arise, the College President may approve additional leave. A doctor's statement substantiating the illness and/or verifying ability to return to work may be required.

Sick leave for Unit adjunct II teaching faculty shall be earned at the rate of three (3) days per semester with unlimited accumulation for reporting to SURS. All sick days shall be available on the first day of the semester. Only three (3) sick days may be used per semester. No payment for unused sick time accrued will be made. One (1) day of the three (3) may be used for personal or professional meeting leave. Notice to use a sick day for personal or professional meeting leave shall be given in writing to the dean/supervisor or designee at least seventy-two (72) hours in advance, except in an emergency; when such notice shall be given orally as soon as possible, and thereafter promptly confirmed in writing. Following the use of one sick day for professional activity/meeting leave, a request may be made to the dean/supervisor to use one of the remaining sick days for professional activity/meeting leave. The request shall not be arbitrarily or capriciously denied.

Unit adjunct library faculty II shall earn six (6) days sick leave per calendar year with unlimited accumulation for reporting to SURS. All sick days shall be available on the first day of the year. No payment for unused sick time accrued will be made. Two (2) days of the six (6) may be used for personal or professional meeting leave. Notice to use a sick day for personal or professional meeting leave shall be given in writing to the dean/supervisor or designee at least seventy-two (72) hours in advance, except in an emergency; when such notice shall be given orally as soon as possible, and thereafter promptly confirmed in writing. Only six (6) sick days per year may be used. Following the use of one sick day for professional activity/meeting leave, a request may be made to the dean/supervisor to use one of the remaining sick days for professional activity/meeting leave. The request shall not be arbitrarily or capriciously denied.

The Board authorizes ECCFA to establish a Sick Leave Bank. Donations to this bank will be open to all faculty members and will be voluntary. The bank shall be administered by Human Resources.

The Sick Leave Bank is subject to the following guidelines:

1. Notices of participation in the bank must be provided on the appropriate form to Human Resources no later than September 30 for the current academic year.
2. Notice of withdrawal of participation must be made no later than September 30 for the current academic year. Days already donated shall remain in the bank.
3. Each faculty member may contribute up to two (2) sick days per academic year to the bank.
4. After depletion of personal sick leave, any ECC employee may apply to a faculty committee chaired by a member of the Human Resources staff for additional sick days from the bank. This committee will establish general guidelines for distribution of banked days. If the committee denies the request, the committee will notify the applicant in writing, with the reasons for denial.
5. The Sick Leave Bank shall be available only for the illness of the employee and not for the illness of a family member.
6. Employees applying to the bank must submit the request and all required documentation no later than thirty (30) calendar days after the employee has returned from leave, if all benefit time has been exhausted.

Employees applying to the bank shall absolve and hold harmless in all respects the Board of Trustees, the

administration, ECCFA and the committee regarding the establishment and implementation of the Sick Leave Bank.

### **8.13 Inactive Status.**

A unit adjunct faculty II member who is not teaching or providing library service at the college, irrespective of the reason, during a fall or spring semester will be considered an inactive member of the bargaining unit.

Unit adjunct faculty II members who are inactive for four (4) consecutive semesters excluding summers, will no longer be considered part of the bargaining unit. The terms of this contract shall not apply to unit adjunct faculty members during semesters when they are inactive. No annual step movement or seniority will be accumulated for semesters of inactivity.

A unit adjunct faculty member II who resigns from the college in writing will no longer be considered a bargaining unit member and must re-apply for employment if he or she wishes to return to the college.

To re-enter the bargaining unit, adjunct faculty II who have forfeited their membership through inactivity or resignation must qualify again by criterion set forth in Article I of this contract. Employment prior to the period of inactivity or resignation will not count toward qualification.

### **8.14 Sabbatical Leave.**

1. The Board shall grant to two (2) eligible unit adjunct faculty II who shall have appropriately applied for sabbatical leave, provided that, in the judgment of the Faculty Development Committee and concurrence of the Board by its resolution, such leave will clearly add to the effectiveness of the faculty member in the performance of his/her responsibilities at the College and/or clearly accrue to the benefit of the College. Unit adjunct faculty II are eligible to seek a sabbatical leave for an academic semester (excluding summer) or academic year (excluding summer) after having completed six (6) continuous years of active service in a bargaining unit subject to this Agreement. Unit adjunct faculty II may be eligible to request subsequent sabbatical leaves after having completed an additional six (6) continuous years of service in a bargaining unit subject to this Agreement since the completion of the last sabbatical year. A unit adjunct faculty II member shall not be eligible for any sabbatical leave following an academic year in which he/she was on leave of absence for sixty (60) days or more. For purposes of interpreting this paragraph, "six (6) continuous years of active service" shall be defined as a unit adjunct faculty II member who has taught or served as a librarian in a bargaining unit subject to this Agreement for at least ten (10) of the last twelve (12) semesters over the six (6) year period, excluding summer.
2. Faculty shall make application for sabbatical leave in writing to the Vice President of Teaching, Learning and Student Development or designee pursuant to a reasonable timetable which shall be established. Such application shall include all the dates pertinent to such leave.
3. Two (2) sabbatical leaves shall be available each calendar year.
4. A. During the period of sabbatical leave, unit adjunct faculty II shall be compensated at his/her current salary of the average contact hours worked over the preceding six teaching semesters (excluding summer). However, in no case shall unit adjunct faculty II receive compensation exceeding the equivalent of 10 contact hours for a sabbatical leave.

B. Leave and vertical movement on the salary schedule, if any, shall accrue during the term of the leave.

C. Unit adjunct faculty II on sabbatical leave shall not teach at Elgin Community College or perform their customary duties, unless a request is submitted in writing to the dean and the Vice President of Teaching, Learning and Student Development and approved in writing by the President.

5. As a condition precedent to sabbatical leave, unit adjunct faculty II shall agree to return to the College as unit adjunct II faculty for at least one (1) academic year immediately following the conclusion of such leave and shall execute a promissory note assuring restitution of all salary paid during such leave if he/she does not return, such to be payable in bi-monthly installments over a term not to exceed twice the length of the leave.

6. Unit adjunct faculty II shall make a comprehensive written report to the College President and the Board at the conclusion of the leave. This report should include, but is not limited to, a summary of the program of study or project, an evaluation of the experience, and how the results of the leave will be used to improve instruction.

### **8.15 Committee Appointment and Participation.**

From time to time the College President or Administration will establish ad hoc or standing advisory committees. If unit adjunct faculty II representation is requested, those unit adjunct faculty II mutually acceptable to the Association and the College may serve and will be paid twenty-eight dollars (\$28) per committee meeting hour. When a meeting is convened but subsequently cancelled or lasts less than one-hour, or when a scheduled meeting is cancelled (via Outlook or email) or otherwise not held and the faculty member is not provided a minimum two (2) hour advance notice of such and arrives at the meeting location, the faculty member shall receive one hour of pay. Unit adjunct faculty II shall submit timesheets recording their participation for those hours biweekly to the dean or administrator from whose budget the unit adjunct will be paid. No unit adjunct faculty II will be required to participate on any committee.

### **8.16 Tuition Reimbursement.**

Unit adjunct faculty II, spouses, and children age 25 or younger shall have the right to receive reimbursement of tuition for all credit courses taken at ECC, in which they receive a grade of "C", or better. The tuition must be paid in full to request reimbursement and the request must be completed and submitted within ninety (90) days of semester completion or the request will be denied.

In the event an incomplete grade is revised to a grade of "C" or better after the expiration of 90 days from semester completion, then a reimbursement request may be submitted within ten (10) days thereafter along with written documentation reflecting the grade change; provided, that even in this case no reimbursement request shall be honored if submitted more than one-hundred and thirty (130) days after completion of the semester in which the course was taken.

### **8.17 Reduction in Force.**

If the Board determines that it is necessary to discontinue a service or program(s), the President of the College shall convene a meeting to discuss the proposed cuts with the Association. The Board shall make a reasonable effort to avoid layoff of faculty members whose positions could be maintained through the reduction or elimination of overload assignments.

Written notice shall be provided to the Association and the affected faculty member 60 days in advance of the action being taken. Dismissed faculty will receive a statement of honorable dismissal.

Human Resources shall each year establish a list showing the seniority of each faculty member. Copies of the list shall be distributed to the Association on or before February 1 of each year.

Faculty members on leave of absence/suspension at the time of reduction of force takes place shall be treated no differently from other faculty members.

Within each program area, the order of layoff shall be in inverse order of seniority (subject to the requirement for laying off full-time faculty members set forth in section 4.22 of this Agreement). A faculty member shall have seniority in each program area in which he/she has full qualifications to teach. The order of layoff shall be as follows, with part-time faculty being laid off first in inverse order of seniority:

- Non-Unit Adjunct Faculty
- Voluntary overload assignments
- Unit Adjunct Faculty I
- Unit Adjunct Faculty II
- Full-time Faculty

Prior to any layoff of non-unit adjunct faculty, a request shall be submitted to any full-time faculty member(s) assigned to teach voluntary overload in the program area to determine if any such full-time faculty member is willing, in his/her sole discretion, to forego the voluntary overload assignment.

With respect to faculty positions, a faculty member will be considered to have qualifications for another program area if he/she meets the minimum qualifications outlined in “Administrative Procedure 5.103: Minimum Requirements for Appointment”. These qualifications will be reviewed collaboratively according to the Administrative Procedure review cycle. Additional course-level qualifications apply as documented on the approved master course outline available on CurricuNET.

If the Board determines to employ additional part-time faculty any time during the 24 month period from the beginning of the academic year for which the faculty member was dismissed, such position(s) shall be offered first and in inverse order to the faculty members laid-off hereunder in the pertinent programs. Such offer of employment shall be transmitted in writing to the faculty members last known address and to the Association. If the faculty member does not respond affirmatively to such offer within ten (10) calendar days of such receipt or within twenty (20) calendar days of the date of mailing, whichever shall occur first, the Board’s obligation hereunder shall cease.

Any part-time faculty member laid-off hereunder and thereafter reemployed pursuant to the preceding paragraph, shall not count any year or portion thereof between layoff and recall (if such should occur) in the two years after being laid-off. Any faculty member laid-off hereunder and subsequently re-employed shall not accrue seniority between the layoff and recall (if such should occur). If the faculty member is recalled to work in the twenty-four (24) month period, he/she will have their compensation and benefits reinstated.

## **ARTICLE IX: INTELLECTUAL PROPERTY RIGHTS**

### **9.1 Definition of Copyrightable Work.**

Works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, including, but not limited to, the following:

- A. Literary works, (includes works, other than audiovisual works, expressed in words, numbers, or other verbal or numerical symbols, or indicia, regardless of the nature of the material objects, such as books, periodicals, manuscripts, phono records, films, tapes, disks or cards in which they are embodied).
- B. Musical works and any lyrics
- C. Dramatic works and any music
- D. Choreographic and pantomime works
- E. Pictorial, graphic, or 3-dimensional art works
- F. Motion pictures and other audiovisual works
- G. Sound recordings
- H. Course syllabus
- I. Compilations and derivative works, such as translations, adaptations, and musical arrangements, but only the material contributed by the author of such works as distinguished from the preexisting material.

### **9.2 Ownership of Copyrights, Scope and Applicability.**

The responsibilities of the faculty of Elgin Community College include creation of scholarly and artistic works; creation and use of teaching materials for the classroom; and the broad dissemination and distribution of such works. The College does not claim ownership of copyrightable materials produced by faculty members except in cases where a written agreement or employment contract makes other provisions. Such agreements may be developed and executed, for example, in each of the following cases if:

- A. Production of a copyrightable work requires significant College resources, (funding, special facilities, unusual demands on existing facilities, services, and/or support staff time), over and above those normally needed to conduct the teaching, research, and creative activities of a faculty member.
- B. A sponsored research agreement, or other agreement for the purpose of or supporting creation of, a copyrightable work that requires that the rights be assigned to the College or through the College, to a third party.
- C. The faculty member(s) desire the assistance of a College office for marketing, licensing, and/or distributing a copyrightable work which would not otherwise be assigned to the member.
- D. The faculty member creating a copyrightable work has been hired for the purpose and/or the job responsibilities of the faculty member explicitly and in writing are defined to include creation of specific works.
- E. The College wishes to obtain or protect a right to use the copyrightable work without royalties or other restrictions, or to establish a right to create derivative works.
- F. Other situations in which the College may be deemed to have an interest or incur a risk in a copyrightable work that goes beyond the normal involvement of the College in the scholarly, reactive, and professional work of its faculty members.

The agreement referred to in 9.2 above will stipulate the nature of the copyrightable work(s) and the disposition of the property rights in the work(s). The College shall not have the right to market the work or any derivative work unless explicitly granted by the owner.

## **ARTICLE X: CONDITIONS OF EMPLOYMENT UNIT ADJUNCT FACULTY I**

### **10.1 Other Applicable Sections.**

The following Sections from the 2017-2019 Agreement shall be applicable to Unit Adjunct Faculty I:

1.3: Recognition and Bargaining Unit

Article II: ASSOCIATION-BOARD RELATIONS

Article III: GRIEVANCE PROCEDURE

4.1: Academic Freedom

4.9: Team Teaching

4.10: Block Teaching

4.11: Distance Learning

4.13: Faculty Personnel Records

4.15: Academic Calendar

4.17: Grant Related Activity

4.20: Release Time

4.23: Class Size

4.24: Sexual and Discriminatory Harassment

4.26: Instructional Coordinator Position

4.28: Faculty Teaching in Multiple Divisions

4.29: Load Assignment Protocol

4.30: CEOP & CVPP Safety/Security Training

4.31: Syllabus

5.1: Jury Duty/Court Related Leave

5.3: Family Medical Leave

5.13: Victims' Economic Security and Safety Act (VESSA)

6.5: Domestic Partners

6.7: Equipment Maintenance and Repair

6.9: Proficiency Testing

6.10: Substituting

6.11: Independent Study

6.13: 403(b) and 457(b) Plan Contributions

8.3: Office Hours

8.11: Unit Adjunct Faculty Who Accept Administrative Positions

8.15: Committee Appointment and Participation

8.17: Reduction in Force

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C-10: Letter of Agreement Regarding Virtual Office Hours

C-11: Letter of Agreement Regarding Limited Reopener Revision

### 10.3 Inactive Status.

A unit adjunct faculty I member who is not teaching or providing library service at the college, irrespective of the reason, during a fall or spring semester will be considered an inactive member of the bargaining unit.

Unit adjunct faculty I members who are inactive for three (3) consecutive semesters excluding summers will no longer be considered part of the bargaining unit. The terms of this contract shall not apply to unit faculty members during semesters when they are inactive. No annual step movement or seniority will be accumulated for semesters of inactivity.

A unit adjunct faculty member I who resigns from the college in writing will no longer be considered a bargaining unit member and must re-apply for employment if he or she wishes to return to the college.

To re-enter the bargaining unit, adjunct faculty I who have forfeited their membership through inactivity or resignation must qualify again by criterion set forth in Article I of this contract. Employment prior to the period of inactivity or resignation will not count toward qualification.

### 10.4 Unit Adjunct Faculty I Workload.

**1. Teaching Faculty.** The workload offered to unit adjunct faculty I shall be comprised of one of the following provided such hours are available for assignment and the faculty member is qualified to teach them:

- For the fall 2017 semester and earlier, up to a maximum of six (6) credit or contact hours, or as close as possible without exceeding it.
- In all semesters subsequent to the fall of 2017 semester, two courses totaling eight (8) credit or contact hours, if available, or otherwise two courses totaling seven (7) credit or contact hours, if available, or otherwise any number of courses totaling up to a maximum of six (6) credit or contact hours, or as close as possible without exceeding it.

In any semester, an exception may be made for excess load with the written approval of the Vice President of Teaching, Learning and Student Development and the Association within 48 hours of the request from the Dean. Such approved load shall never exceed twelve (12) credit or contact hours, except as set forth in Appendix C-6 Letter of Agreement Regarding Excess Load for Unit Adjunct Faculty.

**2. Library Faculty.** The minimum workload offered to unit adjunct library faculty I shall be seven (7) hours per week during the academic year plus an additional 63 hours during the remainder of the calendar year. Such unit adjunct library faculty may work as many additional hours as are available and for which they are qualified not to exceed fourteen (14) hours per week without the written approval of the Vice President for Teaching, Learning and Student Development and the Association within 48 hours of the request from the dean. Such additional approved load shall never exceed twenty-eight (28) clock hours per week.

A unit adjunct library faculty I will have preference over non-unit adjunct library faculty for work they are qualified to do.

**3. Determination of Load.** The minimum time allotted for initial load selection shall be ten (10) days. Subsequent to initial load selection, if other courses become available, faculty will have two (2) days to make their selection, or longer at the discretion of the dean/supervisor. However, the dean/supervisor, with the approval of the Vice President of Teaching, Learning and Student Development maintains the

discretion to assign courses or workload based on the interest of the College.

Load shall be offered and then assigned according to the 4.29 Load Assignment Protocol.

- 4. Seniority.** Seniority will be used to resolve conflicts between unit adjunct faculty I members who are qualified to teach and wish to teach the same section of a course. Seniority will be used to resolve conflicts between unit adjunct library faculty I who are qualified and wish to work the same hours.

Seniority is determined in the following order:

1. Date of entry into the bargaining unit as a unit adjunct I.
2. The total number of semesters worked as adjunct faculty at the College, the person having taught more semesters being senior.
3. Lot drawn by Human Resources for each instance.

- 5. Cancellation.** In the event that a course assigned to a unit adjunct teaching faculty I (UAFI) member is cancelled or lost due to reassignment to another instructor which resulted, directly or indirectly, from a class cancellation, then the following process shall apply to replace the cancelled or lost assignment provided that the potential replacement course is in the UAFI member's discipline, the UAFI member is qualified and available to teach it, and the potential replacement course would not cause the instructor to exceed eight (8) credit or contact hours (or six credit or contact hours for the fall 2017 semester or earlier):

- a. UAFI shall have the opportunity to be reassigned to a course that remains unassigned.
- b. If no such unassigned course exists, then the UAFI may select a course that had previously been assigned to a non-unit adjunct teaching faculty member.
- c. If no such course assigned to a non-unit adjunct teaching faculty member exists, the UAFI member shall have the opportunity to select a replacement course starting with those assigned to the least senior UAFI member.

If within five (5) calendar days before the official first day of classes, a UAFI member's assigned class is cancelled, or lost due to reassignment to another instructor which resulted, directly or indirectly, from a class cancellation, and if a replacement class is not available when the UAFI member can teach, and if an independent study is not offered, the college shall pay the UAFI member a one hundred dollar (\$100) stipend.

- 6. Working Hours.** Unit Adjunct Faculty I members shall not exceed the maximum number of working hours on average per week as defined by the Affordable Care Act (ACA) as the maximum hours an individual can work and still be considered part time. This calculation will include actual time spent in the classroom per week, office hours, and a reasonable configuration of grading, preparation, and extra-duty time and will be averaged over the maximum period of time allowed by ACA rules. If a further clarification provided by the IRS changes this configuration, the ECCFA or the Board will be allowed to impact bargain.

## 10.5 Evaluation.

Unit adjunct faculty I shall be evaluated in the manner prescribed in all applicable sections of the Faculty Evaluation Handbook.

Unit adjunct faculty I who have taught six (6) semesters or more shall be evaluated every two (2) years. Unit adjunct faculty I who have taught two (2) to five (5) semesters shall be evaluated annually. If the faculty member



teaches in multiple modalities, the dean may choose the modality to be evaluated; the faculty member will choose the course. At the dean's discretion or upon recommendation of the evaluator(s), the dean may waive an evaluation cycle.

At the dean's discretion or upon recommendation of the evaluator(s), one additional evaluation may be performed annually by the dean or designee. Prior to an additional evaluation, the dean will discuss the reasons with the unit adjunct faculty I member and an Association representative (at the unit adjunct faculty I member's option). At the dean's discretion, unit adjunct faculty I may be evaluated for each new course delivered.

The dean shall request from the Instructional Coordinator a list of qualified persons to serve as evaluators. The list may be drawn from Instructional Coordinators, Program Directors, administrative designees, and/or UAF II, full-time faculty or other qualified individuals within the discipline or a related discipline. The deans shall assign evaluators from that list.

Evaluations will be performed by one of the following:

1. Faculty member (or two (2) faculty members, if requested by the evaluating faculty member or instructional coordinator).
2. The dean or dean's designee.
3. Other qualified individual.

The evaluation procedure for unit adjunct faculty I shall include a classroom visitation with pre- and post-conferences and student evaluation of instruction. Student evaluations of instruction shall be completed for all sections taught. All evaluative materials shall be given to the dean.

Each year the unit adjunct faculty I member will submit a self-assessment, including a professional growth plan, to the dean/supervisor. The forms, procedure and deadlines for this evaluation are specified in the Faculty Evaluation Handbook.

If an evaluator or the UAFI to be evaluated has a concern regarding an evaluation, he/she may confer with the dean prior to the next evaluation cycle, and, if necessary, the dean may participate in the evaluation process.

The rate of pay for one full-time or UAFII faculty member to perform an evaluation of a UAFI or non-unit adjuncts will be \$125. However, if two faculty members perform the evaluation the rate of pay will be \$150 for the evaluation process.

Unit adjunct faculty I librarians shall be evaluated in the manner prescribed in all applicable sections of

### **10.7 Instructional Meetings.**

Unit adjunct faculty I members are encouraged to attend instructional area meetings. If adjunct faculty I members are unable to attend, they will be given materials and/or minutes from the meeting.

### **10.8 Professional Resources.**

Each unit adjunct faculty I shall receive a permanent parking tag, a voice mail number, an e-mail address, and access to a copy machine. Unit adjunct faculty I names, voice mail numbers, and office numbers shall appear in the employee directory.

Shared office space and a shared space for confidential meetings shall be provided for each unit adjunct faculty I member. Upon request, each unit adjunct office shall be equipped with secured file space for each person

assigned to that office. Further, an appropriate number of computers and printers and a telephone extension will be provided.

### **10.11 Professional Expense and Development Benefit.**

Each unit adjunct faculty I will be granted two hundred dollars (\$200) per active semester, not including summer semester, for professional development activities and incurred professional expenses that occur during an active semester directly applicable to their position at the college. If a unit adjunct I faculty does not use all of the \$200 during an active fall semester, the remainder will carry over and be added to the spring semester if the unit adjunct I is active in the spring.

Professional development activities and incurred professional expenses may include professional travel expenses, conferences and workshops, tuition, books, professional publications, hardware and software, and other professional activities and supplies. The following are examples of reimbursement claims which are not considered professional development activities and professional expenses: party expenses, snacks, candies for students or colleagues, gifts for students or staff, fitness center memberships, personal enrichment classes, cell phones or phone contracts, subscriptions to music download companies or movie providers, dues for professional associations not related to your position at the college, furniture, desks, chairs, equipment not directly utilized in performing the duties of your position.

All requests for reimbursement must be submitted to the dean/supervisor for approval with attached original receipts and completion certificates. After utilizing all funds deposited to professional development under previous contracts, unused monies on a per member basis, up to two-hundred dollars (\$200) per UAI member, shall be automatically deposited in the Unit Adjunct Faculty Professional Development and Expense account. Accumulated professional development funds, less any encumbered funds, cannot exceed the total of three-hundred dollars (\$300) per total number of unit adjuncts at the end of the academic year. These funds will be allocated on a competitive basis by the Faculty Development Committee and shall be subject to the approval of the Vice President of Teaching, Learning and Student Development.

Reimbursement requests must be submitted no later than thirty (30) calendar days following the end of the academic year in which the expense was incurred.

### **10.12 Tuition Reimbursement.**

Unit adjunct teaching faculty I will earn tuition reimbursement for credit courses at a rate of one credit hour for each credit hour taught beginning August, 2005. Unit adjunct librarian faculty I will earn tuition reimbursement for credit courses at a rate of eight (8) credit hours per calendar year beginning August, 2008. The tuition reimbursement hours will accumulate and can be used for the member, their spouse and children age 25 or younger and shall have the right to receive reimbursement of tuition for all credit courses taken at ECC, in which they receive a grade of "C" or better. Accumulated hours will be forfeited if a member's status is no longer UAF-I. The tuition must be paid in full to request reimbursement and the request must be completed and submitted within ninety (90) days of semester completion or the request will be denied.

In the event an incomplete grade is revised to a grade of "C" or better after the expiration of 90 days from semester completion, then a reimbursement request may be submitted within ten (10) days thereafter along with written documentation reflecting the grade change; provided, that even in this case no reimbursement request shall be honored if submitted more than one-hundred and thirty (130) days after completion of the semester in which the course was taken.

### **10.13 Sick Leave/Professional Meeting Leave.**

Unit adjunct faculty I shall have the right to utilize sick leave due to personal illness or disability or because of

a medical emergency or death in the faculty member's family defined as spouse, children, parents, grandparents and grandchildren. If extenuating circumstances arise, the College President may approve additional leave. A doctor's statement substantiating the illness and/or verifying ability to return to work may be required.

Sick leave for unit adjunct teaching faculty I shall be earned at the rate of one (1) day per semester per class taught, not to exceed two (2) days, with unlimited accumulation for reporting to SURS. All sick days shall be available on the first day of each class. Only two (2) days may be used per semester. No payment for unused sick time accrued will be made. A sick day may be used for personal or professional meeting leave. Notice to use a sick day for personal or professional meeting leave shall be given in writing to the dean/supervisor or designee at least seventy-two (72) hours in advance, except in an emergency when such notice shall be given orally, as soon as possible, and thereafter promptly confirmed in writing. Following the use of one sick day for professional activity/meeting leave, a request may be made to the dean/supervisor to use the remaining sick day, if any, for professional activity/meeting leave. The request shall not be arbitrarily or capriciously denied.

Unit adjunct library faculty I shall earn three (3) days sick leave per calendar year with unlimited accumulation for reporting to SURS. All sick days shall be available on the first day of the year. Only three (3) sick days per year may be used. No payment for unused sick time accrued will be made. A sick day may be used for personal or professional meeting leave. Notice to use a sick day for personal or professional meeting leave shall be given in writing to the dean/supervisor or designee at least seventy-two (72) hours in advance, except in an emergency; when such notice shall be given orally as soon as possible, and thereafter promptly confirmed in writing. Following the use of one sick day for professional activity/meeting leave, a request may be granted by the dean/supervisor to use one of the remaining sick days for professional activity/meeting leave. The request shall not be arbitrarily or capriciously denied.

The Board authorizes ECCFA to establish a Sick Leave Bank. Donations to this bank will be open to all faculty members and will be voluntary. The bank shall be administered by Human Resources.

The Sick Leave Bank is subject to the following guidelines:

1. Notices of participation in the bank must be provided on the appropriate form to Human Resources no later than September 30 for the current academic year.
2. Notice of withdrawal of participation must be made no later than September 30 for the current academic year. Days already donated shall remain in the bank.
3. Each faculty member may contribute up to two (2) sick days per academic year to the bank.
4. After depletion of personal sick leave, any ECC employee may apply to a faculty committee chaired by a member of the Human Resources staff for additional sick days from the bank. This committee will establish general guidelines for distribution of banked days. If the committee denies the request, the committee will notify the applicant in writing, with the reasons for denial.
5. The Sick Leave Bank shall be available only for the illness of the employee and not for the illness of a family member.
6. Employees applying to the bank must submit the request and all required documentation no later than thirty (30) calendar days after the employee has returned from leave, if all benefit time has been exhausted.

Employees applying to the bank shall absolve and hold harmless in all respects the Board of Trustees, the administration, ECCFA and the committee regarding the establishment and implementation of the Sick Leave Bank.

### **10.15 Salary.**

To be considered for initial placement beyond Lane I, Human Resources must receive original official transcripts within 45 days of notification of unit status. Copies will not be accepted.

The maximum horizontal movement is one (1) lane per year. Lane change activities completed by December 31 and documented no later than February 15 shall be awarded on the salary schedule for that calendar year.

For purposes of compensation placement for unit adjunct faculty, placement at Lane 2 shall require a masters degree or equivalent experience. Equivalent experience shall be defined as formal recognition within their vocational field in terms of external certification, licensing, or journeyman status to be approved by both the dean and Human Resources.

The “Alternate lane movement shall be permitted January, 2002” provision of 8.8.4 does not apply; however, UAs shall be permitted to use alternate lane activities beginning January, 2009.

### **10.16 Discipline.**

Disciplinary actions are made subject to the grievance procedure. The College agrees that disciplinary action shall be in a timely fashion with progressive and corrective discipline, as appropriate.

## **ARTICLE XI: MISCELLANEOUS**

### **11.1 Savings Clause.**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision.

### **11.2 Entire Agreement.**

The parties acknowledge that during the negotiation 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. Therefore, the Board and the ECCFA, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

APPENDIX A: SALARY SCHEDULES

**Appendix A-1: 2017-2019 Full-Time Salary and Rank Schedule**

Step	I	II	III	IV	V	VI	VII	VIII	IX	X	
	MA	MA+8	MA+16	MA+24	MA+30	MA+38	MA+46	MA+54	MA+60	MA+75	
1	\$ 49,161	\$ 50,881	\$ 52,662	\$ 54,505	\$ 56,413	\$ 58,387	\$ 60,431	\$ 62,546	\$ 64,735	\$ 67,001	Instructor
2	\$ 51,373	\$ 53,171	\$ 55,032	\$ 56,958	\$ 58,952	\$ 61,015	\$ 63,150	\$ 65,360	\$ 67,648	\$ 70,016	
3	\$ 53,585	\$ 55,461	\$ 57,401	\$ 59,411	\$ 61,490	\$ 63,642	\$ 65,870	\$ 68,175	\$ 70,562	\$ 73,031	
4	\$ 55,797	\$ 57,750	\$ 59,771	\$ 61,863	\$ 64,029	\$ 66,270	\$ 68,590	\$ 70,990	\$ 73,474	\$ 76,046	Assistant Professor I
5	\$ 58,009	\$ 60,040	\$ 62,141	\$ 64,316	\$ 66,567	\$ 68,897	\$ 71,309	\$ 73,804	\$ 76,388	\$ 79,061	
6	\$ 60,222	\$ 62,330	\$ 64,511	\$ 66,770	\$ 69,106	\$ 71,525	\$ 74,027	\$ 76,619	\$ 79,301	\$ 82,076	
7	\$ 62,434	\$ 64,619	\$ 66,881	\$ 69,222	\$ 71,644	\$ 74,152	\$ 76,747	\$ 79,434	\$ 82,213	\$ 85,091	Assistant Professor II
8	\$ 64,646	\$ 66,909	\$ 69,250	\$ 71,675	\$ 74,183	\$ 76,780	\$ 79,466	\$ 82,248	\$ 85,127	\$ 88,106	
9	\$ 66,858	\$ 69,199	\$ 71,620	\$ 74,127	\$ 76,722	\$ 79,407	\$ 82,186	\$ 85,062	\$ 88,040	\$ 91,121	
10	\$ 69,071	\$ 71,489	\$ 73,990	\$ 76,580	\$ 79,261	\$ 82,035	\$ 84,906	\$ 87,877	\$ 90,953	\$ 94,137	Associate Professor I
11	\$ 71,283	\$ 73,778	\$ 76,360	\$ 79,033	\$ 81,799	\$ 84,662	\$ 87,625	\$ 90,692	\$ 93,866	\$ 97,151	
12	\$ 73,495	\$ 76,068	\$ 78,730	\$ 81,486	\$ 84,338	\$ 87,290	\$ 90,345	\$ 93,507	\$ 96,780	\$ 100,166	
13	\$ 75,707	\$ 78,358	\$ 81,100	\$ 83,938	\$ 86,876	\$ 89,916	\$ 93,064	\$ 96,321	\$ 99,692	\$ 103,182	Associate Professor II
14	\$ 77,919	\$ 80,647	\$ 83,469	\$ 86,391	\$ 89,414	\$ 92,544	\$ 95,784	\$ 99,135	\$ 102,605	\$ 106,196	
15	\$ 80,132	\$ 82,937	\$ 85,839	\$ 88,843	\$ 91,953	\$ 95,171	\$ 98,502	\$ 101,950	\$ 105,519	\$ 109,211	
16		\$ 85,227	\$ 88,209	\$ 91,297	\$ 94,492	\$ 97,799	\$ 101,222	\$ 104,765	\$ 108,431	\$ 112,227	Professor I
17			\$ 90,579	\$ 93,749	\$ 97,031	\$ 100,426	\$ 103,941	\$ 107,579	\$ 111,345	\$ 115,242	
18				\$ 96,202	\$ 99,569	\$ 103,054	\$ 106,661	\$ 110,394	\$ 114,258	\$ 118,256	
19						\$ 105,681	\$ 109,380	\$ 113,208	\$ 117,171	\$ 121,272	Professor II
20						\$ 108,309	\$ 112,100	\$ 116,023	\$ 120,084	\$ 124,287	

## Appendix A-2: 2017-2019 Unit Adjunct Faculty II Teaching Salary Schedule

### 2017

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 984	\$ 1,018	\$ 1,054	\$ 1,091
2	\$ 1,028	\$ 1,064	\$ 1,101	\$ 1,140
3	\$ 1,072	\$ 1,110	\$ 1,149	\$ 1,189
4	\$ 1,117	\$ 1,156	\$ 1,196	\$ 1,238
5	\$ 1,161	\$ 1,201	\$ 1,244	\$ 1,287
6	\$ 1,181	\$ 1,222	\$ 1,265	\$ 1,309
7	\$ 1,200	\$ 1,242	\$ 1,286	\$ 1,331

### 2018

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 994	\$ 1,028	\$ 1,064	\$ 1,102
2	\$ 1,038	\$ 1,075	\$ 1,112	\$ 1,151
3	\$ 1,083	\$ 1,121	\$ 1,160	\$ 1,201
4	\$ 1,128	\$ 1,167	\$ 1,208	\$ 1,250
5	\$ 1,172	\$ 1,213	\$ 1,256	\$ 1,300
6	\$ 1,192	\$ 1,234	\$ 1,277	\$ 1,322
7	\$ 1,212	\$ 1,255	\$ 1,298	\$ 1,344

### 2019

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 1,004	\$ 1,039	\$ 1,075	\$ 1,113
2	\$ 1,049	\$ 1,085	\$ 1,123	\$ 1,163
3	\$ 1,094	\$ 1,132	\$ 1,172	\$ 1,213
4	\$ 1,139	\$ 1,179	\$ 1,220	\$ 1,263
5	\$ 1,184	\$ 1,226	\$ 1,268	\$ 1,313
6	\$ 1,204	\$ 1,246	\$ 1,290	\$ 1,335
7	\$ 1,224	\$ 1,267	\$ 1,311	\$ 1,357

## Appendix A-3: 2017-2019 Unit Adjunct Faculty II Librarian Salary Schedule

### 2017

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 43.40	\$ 44.92	\$ 46.49	\$ 48.12
2	\$ 45.35	\$ 46.94	\$ 48.59	\$ 50.29
3	\$ 47.31	\$ 48.96	\$ 50.68	\$ 52.45
4	\$ 49.26	\$ 50.98	\$ 52.77	\$ 54.62
5	\$ 51.21	\$ 53.01	\$ 54.86	\$ 56.78
6	\$ 52.08	\$ 53.90	\$ 55.79	\$ 57.74
7	\$ 52.95	\$ 54.80	\$ 56.72	\$ 58.71

### 2018

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 43.83	\$ 45.37	\$ 46.96	\$ 48.60
2	\$ 45.81	\$ 47.41	\$ 49.07	\$ 50.79
3	\$ 47.78	\$ 49.45	\$ 51.18	\$ 52.97
4	\$ 49.75	\$ 51.49	\$ 53.30	\$ 55.16
5	\$ 51.72	\$ 53.53	\$ 55.41	\$ 57.35
6	\$ 52.60	\$ 54.44	\$ 56.35	\$ 58.32
7	\$ 53.48	\$ 55.35	\$ 57.29	\$ 59.29

### 2019

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 44.27	\$ 45.82	\$ 47.43	\$ 49.09
2	\$ 46.26	\$ 47.88	\$ 49.56	\$ 51.29
3	\$ 48.26	\$ 49.95	\$ 51.69	\$ 53.50
4	\$ 50.25	\$ 52.01	\$ 53.83	\$ 55.71
5	\$ 52.24	\$ 54.07	\$ 55.96	\$ 57.92
6	\$ 53.13	\$ 54.99	\$ 56.91	\$ 58.90
7	\$ 54.01	\$ 55.90	\$ 57.86	\$ 59.88



## Appendix A-4: 2017-2019 Unit Adjunct Faculty I Teaching Salary Schedule

### 2017

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
<b>1</b>	\$ 912	\$ 944	\$ 977	\$ 1,011

### 2018

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
<b>1</b>	\$ 921	\$ 953	\$ 986	\$ 1,021

### 2019

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
<b>1</b>	\$ 930	\$ 962	\$ 996	\$ 1,031

## Appendix A-5: 2017-2019 Unit Adjunct Faculty I Librarian Salary Schedule

**2017**

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 40.22	\$ 41.62	\$ 43.09	\$ 44.59

**2018**

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 40.62	\$ 42.04	\$ 43.52	\$ 45.04

**2019**

Step	Less than Masters	MA or Equivalent	MA+30	MA+75 or Doctorate
1	\$ 41.03	\$ 42.46	\$ 43.96	\$ 45.49

*Equivalent is defined in Article 10.15*

## APPENDIX B: JOB DESCRIPTIONS

### Appendix B-1: Full-Time Teaching Faculty Job Description

#### JOB SUMMARY

Full-time teaching faculty provide instruction aligned with the college's strategic goals and evaluate students' progress to facilitate achievement of their educational goals.

In addition to the job description, faculty members teaching in grant supported programs are required to adhere and to comply with all provisions, qualifications, policies, and procedures set forth in the grant. In the event that the grant requirements contradict or add to the job description, the requirements of the grant will take precedence.

This provision shall not be used to shift administrative responsibilities to the faculty member. Further, the Vice President of Teaching, Learning and Student Development agrees to meet and discuss grant requirements with the Association President and/or Association representatives.

#### JOB TASKS/ELEMENTS

##### **Deliver Instruction**

- 1) Conduct assigned classes and/or labs
- 2) Prepare lessons
- 3) Provide course syllabus (which shall include course information, grading standards, attendance policies, classroom behavioral expectations, and course outline)
- 4) Utilize learning outcomes assessment and measures to improve learning/instruction

If a lab is involved:

- 5) Prepare labs
- 6) Enforce lab safety procedures

##### **Evaluate Student Progress**

- 1) Keep accurate record of student performance
- 2) Provide students with timely feedback

##### **Provide Student Assistance**

- 1) Maintain office hours and voice-mail/e-mail communication
- 2) Give career and academic advice
- 3) Refer students to student support services
- 4) Accommodate special needs students

##### **Develop Curriculum**

- 1) Review/select textbooks and instructional materials
- 2) Develop/revise courses
- 3) Develop/revise degree/certificate programs
- 4) Review/revise course outlines
- 5) Participate in articulation of courses/programs

If occupational program is involved:

- 6) Consult with advisory committees

**Participate in Professional Development**

- 1) Participate in professional growth activities that are aligned with the college's strategic goals.
- 2) Keep current on research and technologies in assigned specialties
- 3) Participate in professional growth activities
- 4) Participate in professional organizations

**Participate in Departmental Routines**

- 1) Assist in scheduling of classes
- 2) Assist in setting departmental goals, learning outcomes and selection of textbooks
- 3) Participate in assessment of student learning outcomes at the college, program and course-level
- 4) Assist in assessing new equipment and/or supplies
- 5) Serve on standing committees
- 6) Serve on ad hoc committees (for example, search, college task-force, or instructional area committees)
- 7) Participate in program review
- 8) Comply with registration/records procedures
- 9) Verify student enrollment
- 10) Attend College-wide faculty meetings
- 11) Serve on non-tenure faculty evaluation committees in accordance with the agreed upon Faculty Evaluation Handbook
- 12) Complete the requirements of the evaluation process

## Appendix B-3: Full-Time Technical Services Librarian Job Description

### JOB SUMMARY

Full-time technical services librarian faculty manage the automated library services, select materials and manage the library collection to provide students with access to library resources needed to attain their educational objectives.

### JOB TASKS/ELEMENTS

#### **Manage Automated Library Computer Services System**

1. Work with IT to identify/troubleshoot software problems
2. Train library staff on use of computer system

#### **Assist Administration in Management of Library Acquisitions**

1. Monitor print and non-print budgets
2. Recommend library materials for purchase
3. Solicit faculty input on acquisitions

#### **Coordinate and Assist Technical Services Staff**

1. Train technical services staff in technical services procedures
2. Help establish work procedures for technical services staff

#### **Manage Library Collection**

1. Catalog library materials
2. Maintain library catalog and collection

#### **Assist Administration in Coordinating Library Publicity**

1. Develop information materials
2. Create library exhibits
3. Create bibliographies of library materials

#### **Participate in Library Routines**

1. Assist in development and revision of library policies and procedures
2. Assist in development and revision of library mission statement and goals
3. Help conduct program review
4. Compile data for internal/external reports
5. Recommend part-time staff for hire
6. Assist administration in coordinating library services with other college areas.
7. Monitor budget for supplies, services and automation
8. Assist in budget planning

#### **Participate in Professional Development**

1. Keep current on research and technologies in assigned specialties
2. Participate in professional growth activities
3. Participate in professional organizations

**Participate in Institutional Routines**

1. Serve on standing committees
2. Serve on ad hoc committees (for example, search or other departmental committees)
3. Attend College-wide faculty meetings

## Appendix B-4: Full-Time Public Services Librarian Job Description

### SUMMARY

Full-time public service librarian faculty coordinate and provide reference service to library patrons, library instruction to individuals and classes, circulation, and periodical services to help ensure students' academic success as well as provide them with lifelong information-finding skills.

### JOB TASKS/ELEMENTS

#### **Coordinate and Provide Reference Service to Library Patrons**

1. Conduct reference interview to determine patron's information needs
2. Assist patrons with research using appropriate tools and materials
3. Support college operations by providing research and resources for reports, projects and other documents

#### **Provide Library Information Literacy Instruction to Classes**

1. Coordinate and plan library information literacy instruction with faculty
2. Provide library information literacy instruction to students
3. Coordinate, develop, schedule and provide library instructional programs
4. Assess effectiveness of library instruction program, modify and reassess as needed

#### **Coordinate and Assist Circulation Staff**

1. Train staff in circulation procedures
2. Help establish work procedures for circulation staff

#### **Manage Periodical Collection**

1. Monitor periodicals budget
2. Recommend periodicals for purchase
3. Maintain and update periodical databases, records and library catalog

#### **Assist Administration in Coordinating Library Publicity**

1. Develop information materials
2. Create library exhibits
3. Create bibliographies of library materials

#### **Participate in Library Routines**

1. Assist in development and revision of library policies and procedures
2. Assist in development and revision of library mission statement and goals
3. Help conduct program review
4. Compile data for internal/external reports
5. Recommend part-time staff for hire
6. Assist administration in coordinating library services with other college areas
7. Assist in budget planning

#### **Participate in Professional Development**

1. Keep current on research and technologies in assigned specialties
2. Participate in professional growth activities
3. Participate in professional organizations

**Participate in Institutional Routines**

1. Serve on standing committees
2. Serve on ad hoc committees (for example, search or other departmental committees)
3. Attend college-wide faculty meetings



## Appendix B-5: Full-Time Archives/Interlibrary Loan Librarian Job Description

### SUMMARY

Full-time Archives/Interlibrary Loan Librarian Faculty provides leadership for the college's archives collection and the library's interlibrary loan service. Librarian/Archivist will identify, collect, organize, and promote the archive materials as a collection of primary resource materials for students, faculty, staff and administration. Included in the collection are materials about the founding and history of the college in a variety of formats including print, visual, oral and electronic. Librarian/Archivist will conduct interlibrary loan services by working with other libraries to cooperatively share our resources and borrow from other libraries on a local, national, and occasionally international level. Librarian/Archivist will provide reference assistance to students, faculty, staff and community and conduct bibliographic instruction.

### JOB TASKS/ELEMENTS

#### **Manage the College Archives**

1. Collaborate with other college offices to collect significant historical materials about ECC
2. Establish procedures for the acquisition of archival materials from each department
3. Determine the most appropriate method for preserving and accessing fragile materials
4. Maintain special collections of community resources
5. Request appropriate supplies, equipment and budget

#### **Provide Access to the College Archives**

1. Organize and index the archive collection
2. Assist users with retrieval of information and research related to the archives collection

#### **Promote the College Archives**

1. Work with classroom faculty to encourage use of the archives as primary source materials
2. Publicize the collection to the college community through presentations, articles, informational materials, and displays

#### **Manage Interlibrary Loan Services**

1. Coordinate the lending and borrowing of library materials between libraries
2. Develop and maintain Interlibrary Loan policies and procedures, including using the library's automated circulation system
3. Maintain Interlibrary Loan records and statistics
4. Use databases, on-line searches, OCLC, the internet and other standard library tools to solve difficult requests from library users and other libraries

#### **Provide Reference Service to Library Users**

1. Conduct reference interviews to determine user's information needs
2. Assist patrons with research using appropriate tools and materials

#### **Provide Library Information Literacy Instruction to Classes**

1. Coordinate and plan library information literacy instruction with faculty
2. Provide library information literacy instruction to students

**Participate in Library Routines**

1. Assist in the development and revision of library policies and procedures
2. Assist in the development and revision of library mission statement and goals
3. Assist with program review
4. Compile data for internal/external reports
5. Recommend part-time staff for hire
6. Assist administration in coordination of library services with other College areas

**Participate in Professional Development**

1. Keep current on research and technologies in assigned specialties
2. Participate in professional growth activities
3. Participate in professional organizations

**Participate in Institutional Routines**

1. Serve on standing committees
2. Serve on ad hoc committees (for example, search or other departmental committees)
3. Attend College-wide faculty meetings

## Appendix B-6: Full-Time Distance Learning Librarian Job Description

### SUMMARY

Full-time Distance Learning Librarian Faculty will coordinate the development and provision of information literacy instruction and library resources for distance learning students, in addition to providing services to library patrons on campus. Distance Learning Librarian will explore, develop, and share strategies and best practices for integration of emerging technologies to engage online and face- to-face learners.

### JOB TASKS/ELEMENTS

#### **Develop Library Online Resources and Services**

1. Coordinate and plan web-based library information literacy instruction with faculty for online and hybrid courses
2. Work collaboratively with other library faculty to create online modules to support information literacy instruction
3. Coordinate maintenance of the library website for most effective use of electronic instructional tools and databases
4. Regularly assess effectiveness of online library instruction program and modify as necessary
5. Participate in evaluation and selection of paper and electronic materials for the library collection

#### **Provide Information Literacy Instruction**

1. Help develop and provide library information literacy instruction to face-to-face and online classes
2. Help develop and provide library instruction workshops for faculty and staff

#### **Provide Reference Service to Library users**

1. Conduct reference interview to determine users' information needs
2. Assist patrons with research using appropriate tools and materials
3. Investigate and assess viability and adoption of online reference

#### **Participate in Library Routines**

1. Assist in development and revision of library policies and procedures
2. Assist in development and revision of library mission statement and goals
3. Help conduct program review
4. Compile data for internal/external reports
5. Recommend part-time staff for hire
6. Assist administration in coordinating library services with other College areas
7. Assist in budget planning

#### **Participate in Professional Development**

1. Keep current on research and technologies in assigned specialties
2. Participate in professional growth activities
3. Participate in professional organizations

#### **Participate in Institutional Routines**

1. Serve on standing committees
2. Serve on ad hoc committees (for example, search or other departmental committees)
3. Attend College-wide faculty meetings

## Appendix B-7: Instructional Coordinator Job Description

### SUMMARY

The Instructional Coordinator works with the dean, faculty, and community to implement activities pertaining to areas of assignment to promote program and student success.

### JOB TASKS/ELEMENTS

#### **Prepare Schedule(s)**

1. Obtain faculty input and use enrollment data to draft recommended class schedule according to established timelines
2. Review schedule with the dean
3. Verify schedule accuracy
4. Coordinate interdepartmental offerings
5. Recommend instructor assignment ensuring load protocol is followed
6. Recommend class schedule that seeks to enhance enrollment opportunities for students
7. Monitor student enrollments during the registration cycle recommending adjustments to schedule to Dean

#### **Participate in Staffing Process**

1. Recruit part-time applicants
2. Review part-time applications
3. Interview and recommend prospective part-time faculty for hire
4. Recommend assignment of faculty evaluators
5. Justify need for new full-time faculty
6. Participate on search committees for new faculty and staff within their assignment
7. Facilitate the mentoring of new adjunct and full-time faculty
8. Serve on tenure committees within their assignment

#### **Manage and Assess Curriculum**

1. Articulate courses with high schools, colleges and universities
2. Coordinate text selections for courses, as needed within department
3. Facilitate the regular review and updating of course outlines
4. Update program narratives in the catalog, as applicable
5. Facilitate development and assessment of courses and programs
6. Coordinate standardization of programs/courses internally
7. Coordinate standardization of programs/courses with external agencies and/or area employers
8. Initiate advisory committee activities, as required by the program
9. Develop and maintain program entrance standards, as required by the program
10. Monitor and report annual departmental progress with course and program assessment
11. Facilitate departmental program review process per the established ICCB Program Review cycle

#### **Gather and Disseminate Information**

1. Act as a communication link between the dean and faculty
2. Attend instructional coordinator(s) meetings
3. Coordinate collection of information and preparation of report(s)/requests (i.e., goals, equipment requests, budget, etc.)
4. Submit departmental report(s)
5. Hold departmental meetings
6. Coordinate information requests

7. Provide department plans to promote student success/retention

### **Marketing and Promotion**

1. Collaborate with Marketing staff to determine marketing and/or promotional needs
2. Collaborate with Marketing to determine market segments
3. Enhance communication with high school counterparts, as needed by program
4. Coordinate inter-institutional faculty visits
5. Build community and business relations, as needed by program
6. Coordinate career-oriented activities in collaboration with other areas of the college
7. Recommend advisory committee members

### **Budget**

1. Submit budget requests
2. Monitor expenditures
3. Develop prioritized equipment list
4. Review and evaluate equipment price(s)
5. Prioritize equipment repair list

If lab(s) is/are involved:

### **Maintain Labs, Equipment and Supplies**

1. Inventory departmental resources
2. Order supplies and/or parts
3. Maintain lab records
4. Oversee preventative maintenance
5. Schedule equipment service
6. Solicit donations in accordance with Administrative Procedures
7. Supervise lab personnel

## Appendix B-8: Unit Adjunct Teaching Faculty II Job Description

### SUMMARY

Unit adjunct teaching faculty II provide instruction aligned with the college's strategic goals and evaluate students' progress to facilitate achievement of their educational goals.

In addition to the job description, faculty members teaching in grant supported programs are required to adhere and to comply with all provisions, qualifications, policies, and procedures set forth in the grant. In the event that the grant requirements contradict or add to the job description, the requirements of the grant will take precedence.

This provision shall not be used to shift administrative responsibilities to the faculty member. Further, the Vice President of Teaching, Learning and Student Development agrees to meet and discuss grant requirements with the Association President and/or Association representatives.

### JOB TASKS/ELEMENTS

#### **Deliver Instruction**

1. Conduct assigned classes and/or labs
2. Prepare lessons
3. Provide course syllabus (which shall include grading standards, attendance policies, classroom behavioral expectations, and course outline)
4. Utilize learning outcomes assessment and measures to improve learning/instruction.

If a lab is involved:

5. Prepare labs
6. Enforce lab safety procedures

#### **Evaluate Student Progress**

1. Keep accurate record of student performance
2. Provide students with timely feedback

#### **Provide Student Assistance**

1. Maintain office hours and voice-mail/e-mail communication
2. Give career and academic advice
3. Refer students to student support services
4. Accommodate special needs students

#### **Develop Curriculum (if assigned course(s) is (are) taught only by unit adjunct faculty)**

1. Review/select textbooks and instructional materials
2. Develop/revise courses
3. Review/revise course outlines

#### **Participate in Professional Development**

1. Participate in professional growth activities that are aligned with the college's strategic goals
2. Keep current on research and technologies in assigned specialties

**Participate in Departmental/Institutional Routines**

1. Participate in program review
2. Comply with registration/records procedures
3. Verify student enrollment
4. Participate in assessment of student learning outcomes at the course-level, excluding any associated course assessment report writing.

## Appendix B-10: Unit Adjunct Librarian Job Description

### SUMMARY

Unit adjunct librarians provide reference service to library patrons, bibliographic instruction to individuals and classes, help maintain the library databases including the catalog, support interlibrary loan, circulation and periodical services with assistance as needed to help ensure students academic success as well as provide them with lifelong information-finding skills.

### JOB TASKS/ELEMENTS

#### **Reference Service to Library Patrons**

1. Conduct reference interview to determine patron's information needs
2. Assist patron in research with appropriate tools and materials

#### **Provide Library Information Literacy Instruction to Classes**

1. Coordinate and plan library information literacy instruction with faculty
2. Provide library information literacy instruction to students

#### **Assist Circulation Staff**

1. Provide back-up service for circulation staff
2. Help establish work procedures for circulation staff

#### **Develop Library Publicity**

1. Develop information materials
2. Create library exhibits
3. Create bibliographies of library materials

#### **Assist with Collection Maintenance**

1. Catalog new materials and help maintain electronic databases
2. Weed titles from collection
3. Suggest titles to add to collection

#### **Participate in Library Routines**

1. Assist in the development and revision of library policies and procedures
2. Assist in the development and revision of library mission statement and goals.
3. Help compile data for internal and external reports
4. Participate in hiring of library staff
5. Help coordinate library services with other College areas

#### **Participate in Professional Development**

1. Keep current on research and technologies in assigned specialties
2. Participate in professional growth activities
3. Participate in professional organizations



## Appendix B-11: Unit Adjunct Teaching Faculty I Job Description

### SUMMARY

Unit adjunct teaching faculty I provide instruction aligned with the college's strategic goals and evaluate students' progress to facilitate achievement of their educational goals.

In addition to the job description, faculty members teaching in grant supported programs are required to adhere and to comply with all provisions, qualifications, policies, and procedures set forth in the grant. In the event that the grant requirements contradict or add to the job description, the requirements of the grant will take precedence.

This provision shall not be used to shift administrative responsibilities to the faculty member. Further, the Vice President of Teaching, Learning and Student Development agrees to meet and discuss grant requirements with the Association President and/or Association representatives.

### JOB TASKS/ELEMENTS

#### **Deliver Instruction**

1. Conduct assigned classes and/or labs
2. Prepare lessons
3. Provide course syllabus (which shall include grading standards, attendance policies, classroom behavioral expectations, course outline and contact information)
4. Verify student enrollment and submit grade sheets

If a lab is involved:

5. Prepare labs
6. Enforce lab safety procedures

#### **Evaluate Student Progress**

1. Keep accurate record of student performance
2. Provide students with timely feedback

#### **Provide Student Assistance**

1. Maintain office hours and voice-mail/e-mail communication
2. Refer students to student support services
3. Accommodate special needs students

## **APPENDIX C: LETTERS OF AGREEMENT**

### **Appendix C-1: Letter of Agreement Regarding Faculty Evaluation And Faculty Development Handbooks**

ECCFA and the Elgin Community College Board of Trustees agree to form two (2) committees to review and make recommendations for the current Faculty Evaluation Handbook and the current Faculty Development Handbook, on matters that concern wages, hours, terms, and conditions of employment under the Illinois Educational Labor Relations Act. Each committee shall be made up of an equal number of faculty and administration. These committees shall complete their charge and submit their recommendations to the College President for approval by the Faculty Senate and College Board. Committee recommendations shall be made by November 15, 2017, unless the parties mutually agree to an alternative date.

If the parties do not submit recommendations by the agreed upon date or in the event that the parties cannot reach agreement on the committees' recommendations within thirty (30) days of their submission, matters in dispute shall be submitted to a mutually agreed third party for resolution.

It is understood that by agreeing to language on these issues, both parties do so without prejudice to any existing grievances/arbitrations.

## **Appendix C-2: Letter Of Agreement Regarding Qualifications For Unit Adjunct Faculty II**

Unit adjunct faculty II members with three years of prior teaching experience as of January 1, 2007, shall teach in his/her assigned discipline or vocational area subject to the following considerations:

If the unit adjunct faculty II member does not currently meet the minimum hiring qualifications in his/her assigned discipline or vocational area he/she shall make annual progress toward the achievement of the necessary academic credentials at an accredited institution. Progress shall be defined as earning a "C" or better in a minimum of 2 credit courses per academic year.

Such unit adjunct faculty II members shall receive priority in the allocation of funds from the unit adjunct faculty II professional development fund. Such members shall also have access to a fund established with a single deposit of nine thousand one hundred dollars (\$9,100.00) for assistance in meeting this requirement.

### Appendix C-3: Letter Of Agreement Regarding Standing Insurance Committee

The standing insurance committee which is comprised of representatives from the various employee groups will continue to meet regularly for the purpose of reviewing all employee benefit programs for all ECCFA faculty groups and making recommendations to the Board at least once a year concerning possible modifications.

The committee will continue to schedule meetings at least quarterly to:

- Review the benefit level and cost effectiveness of all employee benefit programs, and to make recommendations to the Board for possible modification.
- Investigate employee benefit programs for possible future implementation.
- Educate participants and promote the utilization of current employee benefit programs.
- Conduct employee satisfaction and other surveys.
- Engage in professional development so as to better understand how the College's employee benefit programs operate.
- Review reports and other information from the College's benefit providers as appropriate and consistent with HIPAA and other statutes involving the privacy and security of confidential information.

Each party may invite outside consultants to any meeting with prior notice to the Human Resources Department. Members of this committee shall ensure and safeguard the privacy and security of confidential information.

### **Appendix C-5 Letter of Agreement Joint Compensation Committee**

A joint Board/ECCFA Compensation Committee will be established to study the salary schedules in the ECCFA collective bargaining agreement and current developments in the salary component of faculty compensation. The committee will consist of four persons appointed by the College President and four faculty members appointed by the ECCFA President. The committee will begin meeting no later than December 31, 2017 and deliver its written report to ECCFA and Board by no later than December 31, 2018.

## Appendix C-6 Letter Of Agreement Regarding Excess Load For Unit Adjunct Faculty



# MEMORANDUM

**TO:** Instructional Coordinators, Program Directors, and Instructional Deans

**FROM:** Vince Pelletier, Anthony E. Spahr, Dan Kernler, Susan Ford, David Lawrence, and Howard Russo

**DATE:** April 30, 2010 (Revised May 2, 2011; Revised effective January 1, 2017)

**SUBJ:** Excess Load Assignments for Unit Adjunct Faculty - **REVISED**

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Over the last several months, we have met to discuss the topic of excess load assignments for members of the Unit Adjunct Faculty (UAF). In the case of the UAF II, excess load assignment is defined as anything over 10 credit or contact hours. In the case of the UAF I, excess load assignment is defined as anything over six credit or contact hours. Pursuant to the Agreement, excess load assignments **must be approved by the Vice President of Teaching, Learning, and Student Development, and the ECCFA within 48 hours** (N.B. Article VIII, Section 8.2 and Article X, Section 10.4).

During the course of our discussions, we concluded that a “past practice”<sup>1</sup> with regard to excess load exists for a small number of UAF<sup>2</sup>. The UAF affected by this “past practice” will continue to receive excess load assignments as a matter of course, provided that such excess load assignments are justified by enrollment as determined solely by the administration.

As an operational matter, after all load assignments for the full-time faculty and regular load assignments for the UAF have been made, excess load assignments may be offered to the UAF. When one or more UAF members, each of whom is qualified, willing, and available, have requested to teach the same course, the following criteria will be used to resolve the conflict:

1. Seniority within the UAF II. If, after all UAF II assignments have been made, then
2. Seniority within the UAF I.

UAF members who have received excess load assignments will go to the bottom of the seniority list for excess load assignment in subsequent semesters. Separate rotational seniority lists for the purpose of excess load assignments will be maintained by the appropriate Instructional Dean for the UAF I and UAF II.

Questions about excess load assignments should be directed to the appropriate Instructional Dean or the Vice President of Teaching, Learning, and Student Development.

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<sup>1</sup> In order to be considered a “past practice,” the following factors must exist: (1) the practice was clear and applied consistently, (2) the practice was not a special, one-time benefit or meant at the time as an exception to a general rule, (3) the ECCFA and the administration both knew the practice existed and the administration agreed with the practice, or, at least, allowed it to occur; and (4) the practice existed for a substantial period of time and it occurred repeatedly.

<sup>2</sup> Peggy Dee, Mark Kuntz, Eddwin Meyers, Tim Millen, Mary Peterhans, Ellen Vartanian-Maher, and Steve Wood. This list is finite. No future excess load assignments will establish past practice thereby adding to the list.

## Appendix C-8 Letter of Agreement Regarding SURS Retirees/Annuitants

Identified retiree/annuitant employees (as listed below) will be allowed to continue their employment at the college under the following conditions:

- He/she must work only at Elgin Community College and not any other SURS-covered employer in Illinois while collecting an annuity;
- Each shall verify their annuitant status in writing by responding to a request from Human Resources, to be returned no later than one month prior to the start of every fall semester. The notification form will be provided to the member six weeks prior to the start of the fall term. If at any other time, the member chooses to change their annuitant status then they must notify Human Resources in writing at least 30 days prior to the event;
- An annuitant may only work and earn wages up to 35% of their highest annual rate of earnings, as calculated by SURS, beginning after August 1, 2013 unless the faculty member suspends his or her SURS annuity.
  - In order to be eligible to work following suspension of their annuity, a faculty member must commit to working at least nine (9) consecutive months in the SURS year;
  - After suspending his/her annuity, a faculty member is prohibited from subsequently reinstating his/her annuity while employed by the college;
  - For an annuitant subject to this section, the maximum increase in SURS creditable earnings over the prior year shall be 6%.
- Annuitants who meet the criteria to become an affected annuitant according to Public Act 97-0968 in any academic year beginning after August 1, 2013 must provide notice to the College by March 1<sup>st</sup> prior to the end of the academic year whether they shall either suspend their SURS annuity or resign their employment with Elgin Community College, effective no later than the end of the applicable academic year.

No other ECCFA members who retire from a SURS-covered institution will be allowed to continue their employment at Elgin Community College.

Identified Retirees/Annuitants:

- Das, Basdeo David
- Dittman, Marvin J
- Kaufmann, Jacquelyn B
- Kregel, Lawrence E
- Lawrence, David A
- Matzke, JoAnne
- Pardun, Phillip James
- Teichert, Harry W
- Vietzen, Laurel
- Westerhoff, Marilyn A

## Appendix C-10 Letter of Agreement Regarding Virtual Office Hours

Whereas, the 2014-2016 collective bargaining agreement (“CBA”) between the Board of Trustees of Community College District 509 Elgin Community College (“Board”) and the Elgin Community College Faculty Association (“ECCFA”) at Article 4.5 provides, in limited circumstances, the ability of a faculty member to use virtual office hours through the College’s course management system;

Whereas, ECCFA proposed for the expanded use of virtual office hours during the 2016 negotiations for a successor CBA;

Whereas, the Board was inclined to reject the proposal, but after reviewing the matter, it has entered into this letter of agreement with ECCFA allowing the expanded use of virtual office hours through a pilot program format, to be evaluated upon completion.

The pilot program shall consist of the following:

- The program will be administered by ECC’s Instructional Improvement and Distance Learning department,
- Virtual office hours shall be provided exclusively through the College’s course management system, commonly known as D2L.
- No more than ten (10) full-time faculty members and five (5) unit adjunct faculty members may participate in the program with pre-approval of the divisional dean and the vice president of teaching, learning, and student development.
- Selected faculty are encouraged to participate for the duration of the pilot program.
- A maximum of three (3) office hours per week for full-time faculty members and one (1) office hour per week for unit adjunct faculty members may be delivered in the pilot format.
- Selected faculty shall successfully complete training on virtual office hours provided by ECC’s Instructional Improvement and Distance Learning department unless the divisional dean agrees to a waiver based on past teaching experience. Such training time shall be without extra-contractual compensation.
- The program is effective beginning the fall 2017 semester and shall continue to and including the fall 2018 semester.
- At the conclusion of the fall 2018 semester, the pilot program shall sunset and be evaluated by the administration for a recommendation made to the board.



## **Appendix C-11 Letter of Agreement Regarding Limited Reopener Provision**

Either the College or the Association may, at its discretion, reopen this Agreement effective January 1, 2019, or any later date during the term of this Agreement, in the event that any of the following conditions occurs:

- a. A legislative or regulatory change results, during the term of this Agreement, in pension contribution costs to the College that exceeds \$500,000 annually;
- b. The State of Illinois modifies the Property Tax Extension Limitation Law (PTELL) such that the College cannot increase its tax levy by at least 75% of full Consumer Price Index – Urban (CPI-U); or
- c. The state base operating grant in fiscal year 2017, 2018, or 2019 exceeds one million eight hundred thousand dollars (\$1,800,000) by more than twenty-five (25) percent.

In the event that either the College or the Association intends to reopen the contract pursuant to this letter, it shall submit a written notification to the other party. If the triggering event is an applicable pension or property tax change under paragraph (a) or (b) above, then such written notification shall include the relevant statute, regulation, or enacted legislation which triggers the right to reopen the contract under the terms of this limited reopener letter.

After any notification authorized by this letter, negotiations between the College and the Association shall commence at a mutually agreed date and time, not to exceed thirty (30) days from the date of the written notification. The negotiations shall consist of a good faith discussion of possible courses of action in response to the triggering event. Only the following articles shall be subject to reopening under this letter: salary articles (6.17, 8.8, and 10.15), health and dental insurance (6.1 and 6.2), and salary schedules (Appendix A).

AGREEMENT

Between the Board of Trustees of Community College District # 509 Elgin  
Community College,

and

The Elgin Community College Faculty Association January  
1, 2017 through December 31, 2019


This Agreement shall become effective January 1, 2017, and shall remain  
in full force and effect through December 31, 2019. Unless otherwise  
indicated, the economic and fringe benefits shall be retroactive  
to January 1, 2017.



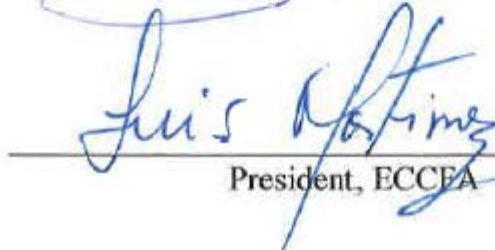
Chair, Board of Trustees



Chair, ECCFA Negotiating Committee



Chair, Board Negotiating Committee



President, ECCFA