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Agreement

Between

**The Board of Trustees  
Community College District 509  
Elgin Community College**

And

**The Elgin Community College  
Faculty Association  
IFT/AFT  
AFL-CIO Local 3791**

**January 1, 2014 – December 31, 2016**

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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 (EC-CFA), 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, counselors 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 teach at least the minimum number of credit or contact hours, excluding independent study assignments and summer, in one of the following ways:

- 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; or
- b. teach at least six (6) credit or contact hours per semester for six (6) of eight (8) consecutive semesters.

Once eligible, recognition as a Unit Adjunct Faculty II begins the Spring or Fall semester following completion of the requirement.

Furthermore, the Board recognizes as unit adjunct II counseling and library faculty those who work at least 596 hours per 12-month period for three (3) out of four (4) consecutive years beginning August 1994.

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 teach at least three (3) credit hours, excluding independent study, and summer assignments in the following way:

- a. Taught two consecutive semesters, no earlier than Spring 2004.
- b. Employed to teach a class or classes in the third consecutive semester. In the event that an individual does not teach the third consecutive semester, eligibility would be pending until the fourth consecutive semester. If an individual does not teach in the fourth consecutive semester, he/she will not be eligible for UAFI status and must requalify.

Furthermore, the Board recognizes as unit adjunct I counseling and library faculty those who work at least 298 hours for one 12-month period, no earlier than August of 2007, and are rehired at the end of that year.

## **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 monthly union dues. 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 amount deducted for any individual faculty member shall be verified by the Association and not changed for at least one (1) year. A deduction will be made no later than the paycheck issued two (2) weeks after receiving a written request for it and will end effective with the paycheck two (2) weeks after a written notice of revocation is received. 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.

The Elgin Community College Faculty Association will provide to the Payroll Department, on or before the Monday following opening day of each year, the amount of ECCFA dues to be deducted from member pay.

The amount of the full time faculty ECCFA dues deduction will be the same each pay date. The amount of unit adjunct faculty ECCFA dues (although lesser than full time dues) will be the same each pay date.

This amount will be deducted on seven pay dates during the fall semester and seven pay dates during the spring semester (these dates will be provided to the Payroll Department on or before the Monday following opening day of each year).

In the event a unit adjunct faculty member contract begins late in the semester, the Payroll Department may, spread that semester's ECCFA dues evenly through the remaining semester dues deduction pay dates.

### **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 counselors and librarians will constitute one division of the College. ESL full-time faculty are included within the Communications and Behavioral Sciences division.

#### **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 in equal payments 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.
2. The Board shall begin such fair share deduction no earlier than fourteen (14) days (or any later period as required by the Rules and Regulations of the IELRB) after certification by the Association as described in the preceding paragraph of this Article.
3. The Association, the Illinois Federation of Teachers and the American Federation of Teachers agree to defend, indemnify, and hold the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the Association or the Board in complying with the provisions of this section, including reimbursement of any legal fees or expenses incurred in connection therewith.
4. In the event a faculty member objects to the amount of such fee, the Board shall continue to deduct the fee and the Board shall transmit the fee (or the portion of the fee in dispute) to the IELRB which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit such fee to the IELRB until further order of the Board. If the faculty member is entitled to a refund, the faculty member shall receive such refund plus any interest earned on the refund during pendency of the action.
5. If a non-member faculty declares the right of non-association based upon bona fide religious tenets or teaching of a church or religious body of which such faculty is a member, such faculty shall be required to pay an amount

equal to the faculty member's proportionate share to a non-religious charitable organization mutually agreed upon by the faculty member and the Association. If the faculty member and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.

#### **2.11 No Strike Pledge.**

The Association agrees that it will not instigate, engage in, support, encourage or condone any strike, work stoppage or other concerted refusal to perform work by the faculty covered by this Agreement while this Agreement is in effect.

#### **2.12 Resolution of Matters Not Covered by This Agreement.**

In the event that during the terms of this Agreement either the Board or the Association desires a change in any wages, hours, terms or conditions of employment not covered by this Agreement, the party desiring the change shall notify the other party in writing of the specific change requested.

A committee consisting of an equal number of Board and Association appointees shall meet to consider the requested change and any alternatives that may exist and make recommendations, if any, to the Board and Association. Upon approval by the Board and the Association Senate the recommendations shall be implemented.

Where either party fails to approve the committee recommendations or where the committee decides to make no recommendation, the party which initiated these procedures may either withdraw its requested change or seek resolution through mediation by notifying the other party in writing of such intent. The party which initiated these procedures shall bear the cost of the mediator's services.

The parties shall attempt to agree upon an impartial chairperson, who shall serve for the term of this Agreement. Where the parties are unable to agree upon an impartial chairperson, they shall jointly follow the procedures of the American Arbitration Association and select an impartial chairperson through the American Arbitration Association.

Mediation shall continue for a period not to exceed thirty (30) calendar days or three (3) mediation sessions, whichever shall first occur, unless the parties jointly agree to extend such time limit.

If such mediation fails to resolve the matter, the impartial chairperson shall recommend a settlement in writing. The parties shall consider the settlement in good faith but neither shall be required to bargain any such change notwithstanding any obligation under law to do so in the absence of this provision.

### **2.13 Management Rights Clause.**

The Elgin Community College Board of Trustees, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and the Constitution of the State of Illinois and the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the College, its properties and facilities.
- B. To hire all employees and subject to the provisions of law and procedures as outlined in this contract determine:
  - 1) employee qualifications
  - 2) conditions for their continued employment
  - 3) conditions for their dismissal
  - 4) conditions for demotion or reduction in force
  - 5) conditions for promotion and transfer of all such employees.
- C. To approve curriculum and courses of instruction, including special programs deemed necessary or advisable by the Board.

## **ARTICLE III: GRIEVANCE PROCEDURE**

### **3.1 Definitions.**

A grievance is any claim by faculty or the Association that there has been a violation, misrepresentation or misapplication of the terms of this contract.

A school day, for the purpose of the grievance procedure, is a day on which the Administrative Offices are open, excluding Saturdays and Sundays.

### **3.2 Time Limits.**

- 1. All time limits shall be in school days.
- 2. Failure on the part of the administration to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
- 3. Failure on the part of the grievant or the Association to meet the time limits shall result in the grievance being withdrawn.
- 4. The time limits may be extended by mutual agreement of the parties.

### **3.3 Filing.**

The written grievance shall be filed either by the Association or individual grievant not later than thirty (30) days of the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably have become aware of the occurrence. The written grievance shall identify the grievant, summarize the relevant facts, identify the provisions of the Agreement allegedly violated, and describe the remedy which is requested.

The grievance shall be filed with the Chief Human Resources Officer and copied to the immediate supervisor.

### **3.4 Formal Procedure.**

Upon receipt of the written grievance, the Chief Human Resources Officer shall have full authority to resolve the grievance. The parties shall meet and otherwise communicate as often as they jointly agree in a good faith effort to resolve the grievance. "Good faith" shall mean that the parties shall meet and otherwise communicate with an open mind and a sincere effort to resolve the matter(s) before them. The parties may include any individual(s) who may contribute to the resolution of the grievance in their meeting(s).

Any tacit or active refusal by either party to conduct itself in good faith shall work to the detriment of that party in arbitration if the other party raises such matter. The charging party shall carry the burden of proving any alleged lack of good faith.

#### Step One: Chief Human Resources Officer and Immediate Supervisor

Not later than thirty (30) days after the filing date of the grievance, Human Resources shall submit a written response to the President of the Association, Association Grievance Chair and supervisor. Such response shall contain the full and complete reasons for award, denial, or joint resolution of the grievance.

#### Step Two: College President

If the Association is not satisfied with such response, it shall, if it desires, advance the grievance to the College President not later than fifteen (15) days from receipt of Human Resources' written response. Upon receipt of the written grievance, the President shall either represent the Board directly or appoint a management representative with full authority to resolve the grievance. The College President shall provide a written response to the President of the Association and Association Grievance Chair within fifteen (15) days of receipt of the advanced grievance.

#### 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.

### **3.5 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.

### **3.6 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.

### **3.7 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.

### **4.3 Counselor Workload.**

- A. Counselors employed prior to December 31, 2006. Each counselor shall work thirty-five (35) hours per week during the same weeks worked by full time instructors within the academic year. Individual schedules will be as-

signed by the dean/supervisor after consultation with the counseling faculty. If a counselor is pre-approved to work in excess of thirty-five (35) hours in a week, the counselor shall earn compensatory time at the rate of one (1) hour for each hour worked in excess of thirty-five (35) per week. 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. Compensatory time of up to thirty-five (35) hours may be carried over from the last day of the academic year to the next academic year.

- B. Counselors employed after January 1, 2007: Each counselor shall work one hundred sixty eight (168), seven (7) hour days per year Monday through Friday. Twenty (20) days shall be scheduled during peak times between August 1 and Opening Day and January 2 and Opening Day. The remaining one hundred forty-eight (148) days shall be scheduled during the same weeks worked by full time instructors within the academic year. Individual schedules will be assigned by the dean/supervisor after consultation with the counseling faculty.

If a counselor is pre-approved to work in excess of thirty-five (35) hours in a week, the counselor shall earn compensatory time at the rate of one (1) hour for each hour worked in excess of thirty-five (35) per week. 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. Compensatory time of up to thirty-five (35) hours may be carried over from the last day of the academic year to the next academic year.

- C. Disagreements about scheduling may be appealed to the Vice President for Teaching, Learning and Student Development.
- D. The Dean of Student Services and Development and the Associate Dean of Counseling will meet with two counseling faculty representatives of the ECCFA to review and discuss the counselor workload. The Dean of Student Services and Development will consider the results during the annual new position request process.

For more information regarding Counselor Workload, see Section 6.16.

#### **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 will hold office hours in their office or laboratory a minimum of sixty (60) minutes each day they are assigned teaching responsibilities. Office hours will be held at least four (4) days per week during those weeks an instructor has teaching responsibilities. When the majority of an instructor's classes are taught off-campus or online and on campus office hours would not make the instructor more available to students, alternatives from the four (4) day requirement may be made with prior approval of the dean/supervisor. Any disagreements regarding office hour schedules may be appealed to the Vice President of Teaching, Learning and Student Development. Instructors who teach off-campus or online may, with the dean/supervisor's approval, hold office hours in an appropriate location or virtual hours through the college's course management system. Each instructor shall schedule office hours at a time and place convenient for the students.

The total number of office hours required each week is 10, provided such total number of 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.

An office hour schedule must be submitted in writing to the dean/supervisor by the tenth day of instruction for approval. All office hours will be posted outside the instructor's office, and the administrative assistant/office coordinator will be kept informed if the instructor is not in the office or laboratory during office hours for any prolonged period.

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

It is recognized that in addition to the twenty-five (25) hours per week of instruction and office hours required of an instructor, additional time is spent in preparation for class, evaluation of student work, studying, working with students, serving on College committees and representing the College to the general public.

#### **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 Instructor Class Assignments.**

Instructor schedules will 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.

Load will be offered and then assigned as follows:

- Full-time faculty members shall be assigned their regular load and one (1) overload, if desired.
- Unit adjunct faculty II members shall be assigned a minimum of six (6) credit or contact hours up to a maximum of ten (10) credit or contact hours, provided that such hours are available for assignment.
- Unit adjunct faculty I members shall be assigned a minimum of three (3) credit or contact hours up to a maximum of six (6) credit or contact hours, 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.
- When all contractual loads have been met, it will be at the dean/supervisor's discretion to assign remaining load.

See Appendix C-5 for Load Assignment Protocol Chart.

#### **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 non-traditional delivery systems that improve student access to higher education, the College will, to the extent feasible, invest in available training and development activities in the support of Online Learning.

Online Learning course maximums shall be in accordance with the agreed upon Master Course Table.

The College will provide any necessary technical training for faculty teaching Online Learning courses at no expense to the faculty member.

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 Learning courses are assigned and approved in writing by the dean/supervising administrator.

#### **A. Online Instruction.**

For the purposes of this contract, online instruction shall refer to courses that utilize the Internet as the source of access to the course content and communication for the student and faculty member.

##### Online Course Development:

1. A faculty member will receive released time or voluntary overload compensation 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. If released time is granted, it is granted the semester of development. Failure to deliver a completely developed course may result in disciplinary action.
3. Voluntary overload payment will be processed upon final approval by the Dean or supervising administrator of the completed development of the course.
4. The materials developed for the approved new online course will be delivered to the appropriate instructional dean or designee and approved in writing at least three months prior to the implementation date of the course.

5. 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.
6. 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 #5 above, the faculty member shall not be compensated.
7. The faculty member shall own online course materials he or she develops, but the College shall have the continuing right to use materials developed with College assistance.

#### Teaching Online Courses:

1. In consideration of the modifications that are required in the maintenance of an online course, a faculty member will receive a stipend in addition to regular compensation each time he/she teaches the course in this format. 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 reduced the first time a course is taught 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 Instruction.**

For the purposes of this contract, hybrid instruction shall refer to 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.

#### Hybrid Course Development:

1. A faculty member will receive released time or voluntary overload compensation 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 dean or designee.
2. If released time is granted, it is granted the semester of development. Failure to deliver a completely developed course may result in disciplinary action.
3. Voluntary overload payment will be processed upon final approval by the Dean or supervising administrator of the completed development of the course.
4. The materials developed for the approved new hybrid course will be delivered to the appropriate instructional dean or designee and approved in writing at least three months prior to the implementation of the course.
5. 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.
6. 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 #5 above, the faculty member shall not be compensated.
7. The faculty member shall own hybrid course materials he or she develops, but the College shall have the continuing right to use materials developed with College assistance.

#### Teaching a Hybrid Course:

1. In consideration of the modifications that are required in the maintenance of a hybrid course, a faculty member will receive a stipend in addition to regular compensation each time he/she teaches the course in this format. 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 reduced 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. This does not preclude verification of employment.

#### **4.14 Pay Period.**

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

#### **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.

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) annually. All faculty shall complete safety/security training provided through various modalities (e.g. synchronous and asynchronous) or face-to-face on Opening Day, Opening Friday, and Saturday, which shall ordinarily take no more than two hours per year. The faculty may utilize scheduled office hours to complete the safety/security training by the fifteenth day of instruction in 2014, and the tenth day of instruction thereafter for the duration of the contract.

#### **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 will be submitted without approval of 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.

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:

Notification about non-renewal of contracts shall be given no later than sixty (60) days prior to the end of the semester.

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.**

Prior to the layoff or reduction of any bargaining unit adjunct or full-time faculty member covered by this Agreement, the Board shall eliminate all non-unit adjunct faculty, then all voluntary overload assignments to courses which the full-time faculty member is competent to fill pursuant to the qualifications of this provision provided the Board may retain those adjunct or voluntary assignments to courses which unavoidably run at the same time as other identical adjunct or voluntary assignments to courses. Therefore, bargaining unit adjunct faculty I positions shall be eliminated prior to the layoff of unit adjunct faculty II positions, and unit adjunct faculty II positions shall be eliminated prior to the lay-off of full-time faculty.

Within ten (10) school days of the reduction notice, the Human Resources Department will schedule a meeting with the faculty member whose position has been eliminated and the Association to review the qualifications of the affected faculty member in order to determine in which disciplines they may be qualified to teach.

If full-time faculty have been reduced to adjunct and work the equivalent of one-half (½) the normal workload or more, they shall be paid that pro rata portion of the salary they would have earned had they worked a full load. Where such faculty works less than the equivalent of one-half (½) load, they shall be paid the voluntary overload rate.

Minimum qualifications and academic support qualifications have been established pursuant to the procedure agreed by the parties for the 1988-1990 agreement and updated in 1999. Such qualifications shall be incorporated herein by reference. Subsequent updates shall be made as new program submissions are adopted and approved as is provided for in the paragraph below. Such new program submissions shall be provided to the Association at least two (2) weeks prior to submission to ICCB.

Existing qualifications shall be reviewed as jointly agreed by faculty and administration representatives appointed by the Association and President respectively; and any proposed changes or notice of no change shall be submitted to the President and Association and adopted upon approval of the Association and President.

#### **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.
- B. 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.
- C. 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.

#### INSTRUCTIONAL COORDINATOR COMPENSATION FORM FY -2014, 2015 and 2016

Faculty Member: Course Prefixes:

|                                               | NUMBERS | RATES    | COMPENSATION |
|-----------------------------------------------|---------|----------|--------------|
| Number of Full Time Faculty and Support Staff |         | \$297.75 | \$0.00       |
| Number of Part Time Faculty and Support Staff |         | \$148.88 | \$0.00       |
| Student Credit Hours Generated                |         | \$0.15   | \$0.00       |
| Assessment (# of Programs)                    |         | \$240.00 | \$0.00       |
| Number of A.A.S. Committees                   |         | \$250.00 | \$0.00       |
| Light Lab                                     |         | \$380.00 | \$0.00       |
| Heavy Lab                                     |         |          | \$0.00       |
| # of Computer Classrooms                      |         | \$60.00  | \$0.00       |
| <b>TOTAL COMPENSATION:</b>                    |         |          | \$0.00       |
| <b>QUARTERLY PAYMENT:</b>                     |         |          | \$0.00       |

All rates in this form will remain constant through the term of this contract except: Number of Full Time Faculty and Support Staff, Number of Part-Time Faculty and Support Staff, Number of A.A.S. Committees and Number of Computer Classrooms which will increase at the same rate as the base each year.

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.

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 & Computer Classroom Support:

Assignments are based on duties for the current year.

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 high 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. Instructional Coordinators may not receive payment for both computer lab coordination as well as light or heavy lab coordination for the same laboratory space. Lab support provided during concurrent class time or designated office hours shall not contribute to the Heavy/Light Lab calculation.

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, may request a one-semester teaching assignment 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 and the Vice President of Teaching, Learning and Student Development for approval. A written response to the request will be provided to the deans and the faculty member by the Vice President of Teaching, Learning and Student Development within ten (10) school days.

Subsequent requests for a one-semester teaching assignment shall not be arbitrarily and capriciously denied. The faculty member's seniority ranking shall be honored in the second division.

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.

### **ARTICLE V: LEAVES**

#### **5.1 Jury Duty/Court Related Leave.**

All faculty summoned as jurors will notify the appropriate dean/supervisor as soon as possible after she/he has received notice to serve, 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 Maternity/Parental/Adoption Leave.**

Employees are entitled to a Maternity/Parental/Adoption Leave subject to the following conditions:

1. The employee shall notify the Human Resources department, in a written statement, indicating the date that the child is expected to arrive. Applica-

tion for Parental/Adoption 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. At the time of application the employee must designate all of his/her leave intentions.

2. 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.

3. At the conclusion of the Maternity/Parental/Adoption Leave as outlined in paragraph two (2), the employee may request an unpaid leave 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 Maternity/Parental/Adoption Leave.
4. 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.
5. 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.
6. This section shall not be applicable if the child is attending school (except kindergarten).

#### **5.3 Family Medical Leave.**

Faculty members who have worked for the College for the preceding 12 months and who have a serious health condition may be eligible for up to 12 weeks of leave during any rolling 12-month period under the Family and Medical Leave Act (FMLA). FMLA leave may be taken on an intermittent basis.

Leave Designation. An eligible faculty member may elect to substitute any accrued personal leave, or medical or sick leave for any part of the 12-week period of such FML. Such designation shall be prior to the conclusion of the leave.

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

An eligible faculty member will follow the FMLA leave guidelines for one or more of the following reasons:

- For the birth and care of a newborn child of the employee or placement with the faculty member of a son or daughter for adoption or foster care;
- to care for a spouse, son, daughter, or parent with a serious health condition;
- to take medical leave when the faculty member is unable to work because of a serious health condition; or
- for qualifying exigencies arising out of the fact that the faculty member's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

The College will grant an eligible faculty member who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to care for the service member.

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 ( $\frac{1}{2}$ ) days.

The fractional amount of leave requested shall be calculated in relation to the in-class commitment of the faculty member on the intended leave day, i.e., an individual with an in-class commitment of two classes in the morning, who misses one of the two classes, would be charged one-half ( $\frac{1}{2}$ ) day leave. Acknowledgment of the use of a personal day is to be recorded in the Human Resource's Office or its designee.

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 a summer after having completed six (6) years 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 seek an academic semester or academic year sabbatical leave three (3) years after the completion of a summer sabbatical. Furthermore, tenured faculty are eligible to seek a summer sabbatical three (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.
3. 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.
4. 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.
5. A. During the period of sabbatical leave, faculty shall receive one-half ( $\frac{1}{2}$ ) 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.
6. 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.
7. 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 ( $\frac{1}{2}$ ) 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.

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 of absence for 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 the staff, 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.

Faculty may be granted an extended leave for the purpose of educational improvement, work experience, family hardship or other personal reasons.

### **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, 2014 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, 2014 – 11%
- Effective July 1, 2015 – 12%
- Effective July 1, 2016 – 13%

#### **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, 2014 – 20%
- Effective July 1, 2015 – 21%
- Effective July 1, 2016 – 22%

### 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 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.

#### **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 Counselors & 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 Counselors and 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 Counselors and 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. Effective ninety (90) working days after ratification of this agreement, both plans shall include the ability for eligible faculty to make age fifty (50) catch-up contributions. The right to make special 15-years-of-service catch-up contributions to the 403(b) plan shall expire on December 31, 2014.

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

Summer school contracts shall be treated as voluntary overloads and shall be compensated at one thousand fifteen dollars (\$1,015) for 2014, one thousand thirty eight dollars (\$1,038) for 2015, and one thousand sixty four dollars (\$1,064) for 2016 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 telecourses and 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. Telecourse instruction will no longer be offered after Fall 2014.

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

Additional assignments accepted voluntarily during the academic year shall be paid at the rate of eight hundred ninety-eight dollars (\$898) for 2014, nine hundred eighteen dollars (\$918) for 2015, and nine hundred forty-one dollars (\$941) for 2016 per semester contact hour. The voluntary per hour rate for counselors and librarians shall be fifty-six dollars (\$56) for 2014, fifty-seven dollars (\$57) for 2015, and fifty-nine dollars (\$59) for 2016 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 counselors and 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 and counselors, shall not accept additional assignments in excess of 10 days of the standard workload without the agreement of the dean/supervisor. Librarians and counselors 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 counselors and librarians over one hundred sixty-eight (168). Counselors employed full-time prior to January 1, 2007, shall be guaranteed a minimum of thirty-three (33) involuntary overload days during the calendar year plus an additional pool of eighty-four (84) days to be worked during the calendar year. 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 Counseling or Associate Dean of Library in consultation with the faculty.

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

#### **Counseling Faculty Involuntary Overload**

1. On dates when less than full staff is required on an involuntary overload date, scheduling conflicts shall be resolved by seniority until the minimum staffing level/maximum refusals match staffing needs.
2. Full-time counseling faculty employed prior to January 1, 2007, shall be scheduled for involuntary overload dates prior to the scheduling of adjunct counselors.

#### **6.17 Salary.**

The maximum vertical movement is one step per year. The maximum horizontal movement is two (2) lanes per year except for movement that is accomplished within an approved degree program. In this case, the maximum horizontal movement is three (3) lanes per year. 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. 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. 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 2011-2013 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
- 4.23: Class Size
- 4.24: Sexual and Discriminatory Harassment 4.26: Instructional Coordinator Position
- 4.28: Faculty Teaching in Multiple Divisions 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-4: Letter of Agreement Regarding Definitions of Light and Heavy Lab Designations C-5: Load Assignment Protocol Chart
- C-6: Letter of Agreement Regarding Excess Load for Unit Adjunct Faculty

### **8.2 Unit Adjunct Faculty II Workload.**

1. Teaching Faculty. The minimum-workload offered to unit adjunct faculty II shall be six (6) credit or contact hours per semester and shall not exceed ten (10) credit or contact hours each semester without 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 provided such hours are available and the faculty member is qualified to teach them. 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. Counseling and Library Faculty. The minimum workload offered to unit adjunct II counseling and library faculty shall be 14 hours per week during the academic year plus an additional 126 clock hours during the remain-

der of the calendar year. Such unit adjunct counseling and 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 counseling or library faculty will have preference over unit adjunct I and non-unit adjunct counseling or library faculty for work they are qualified to do.

3. **Determination of Load.** Following the determination of load and one overload for full-time teaching faculty and prior to the determination of load for unit adjunct faculty I and non-unit adjunct faculty, unit adjunct teaching faculty II shall have the opportunity to select at least the minimum load of six (6) up to the maximum ten (10) credit or contact hours provided such hours are available, and the faculty member is qualified to teach them. The minimum time allotted for load selection shall be ten (10) days. 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 will be offered and then assigned as follows:

- Full-time faculty members shall be assigned their regular load and one (1) overload, if desired.
- Unit adjunct faculty II members shall be assigned a minimum of six (6) up to a maximum of ten (10) credit or contact hours, provided that such hours are available for assignment.
- Unit adjunct faculty I members shall be assigned a minimum of three (3) up to a maximum of six (6) credit or contact hours, 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.
- When all contractual loads have been met, it will be at the dean/supervisor's discretion to assign remaining load.

A reduction in the six (6) credit or contact hour load or workload requirement each semester to perform other College business or to seek an approved medical leave without compensation must be approved by the dean/supervisor.

See Appendix C-5 for Load Assignment Protocol Chart.

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 counseling and 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. By lot (i.e. random number assignment generated 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, the following process will apply to replace the cancelled assignment, provided that it is in the UAFII member's discipline and the UAFII member is qualified and available to teach it:

- 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, and if a replacement class, excluding a telecourse, 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.

Unit adjunct teaching faculty II shall maintain twenty-five (25) minutes of office hours per week for every credit or contact hour of load assignment. Office hours must be held at times and places convenient to both the faculty member and students.

The office hour schedule must be submitted in writing to the dean/supervisor by the tenth day of instruction for approval. All office hours will be posted outside the instructor's office, and the division administrative assistant/office coordinator will be kept informed if the instructor is not in the office or laboratory during office hours for any prolonged period.

Instructors who teach off-campus or online may, with the dean/supervisor's approval, hold office hours in an appropriate location or virtual hours through the college's course management system.

Any disagreements regarding office hour schedules may be appealed to the Vice President of Teaching, Learning and Student Development.

#### **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, snack, 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 \$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 no later than 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. 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 on the telephone list of College employees and 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 II Who Accept Administrative Positions.**

Unit adjunct faculty II members who accept an administrative position for 32 or more hours per week or a position as a supervisor, confidential, or managerial employee [as defined in Chapter 115 of the IELRA] 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 administrative appointment or if administrative responsibilities fall below 32 hours per week, and they are still employed to teach at the college, they will return to the bargaining unit at the same seniority and salary placement they held previously. Time spent in administration shall not count in the calculation of seniority.

#### **8.12 Sick 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.

Unit adjunct counseling and 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.

#### **8.13 Inactive Status.**

A unit adjunct faculty II member who is not teaching or providing counseling or 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 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.
2. 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) years of service as a faculty member of the College since his/her last academic semester or academic year sabbatical leave. 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.

3. 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.
4. Two (2) sabbatical leaves shall be available each calendar year.
5. A. During the period of sabbatical leave, unit adjunct faculty II shall be compensated at his/her current salary for one-half (½) of the average contact hours worked over the preceding six teaching semesters (excluding summer) for a leave of an entire academic year, or all of his/her current salary for the average contact hours worked over the preceding six teaching semesters (excluding summer) for a leave of one (1) academic semester (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.
6. 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.
7. 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. 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.

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

Prior to the layoff or reduction of any bargaining unit adjunct or full-time faculty member covered by this Agreement, the Board shall eliminate all non-unit adjunct faculty, then all voluntary overload assignments to courses which the full-time faculty member is competent to fill pursuant to the qualifications of this provision provided the Board may retain those adjunct or voluntary assignments to courses which unavoidably run at the same time as other identical adjunct or voluntary assignments to courses. Therefore, bargaining unit adjunct faculty I positions shall be eliminated prior to the layoff of unit adjunct faculty II positions, and bargaining unit adjunct faculty II positions shall be eliminated prior to the layoff of full-time faculty.

#### **8.19 Required Safety and 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) annually. Faculty shall complete safety/security training provided through various modalities (e.g. synchronous and asynchronous) by the college and which shall ordinarily take no more than two hours per year. The faculty may utilize scheduled office hours to complete the safety/security training by the fifteenth day of instruction for the duration of this contract. Additional safety/security training will be offered face-to-face on Opening Day, Opening Friday, and Saturday.

### **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 2011-2013 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
- 4.20: Release Time
- 4.23: Class Size
- 4.24: Sexual and Discriminatory Harassment
- 4.26: Instructional Coordinator Position 4.28: Faculty Teaching in Multiple Divisions
- 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
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- C-4: Letter of Agreement Regarding Definitions of Light and Heavy Lab Designations C-5: Load Assignment Protocol Chart
- C-6: Letter of Agreement Regarding Excess Load for Unit Adjunct Faculty

### **10.3 Inactive Status.**

A unit adjunct faculty I member who is not teaching or providing counseling or 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 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 minimum workload offered to unit adjunct faculty I shall be three (3) credit or contact hours per semester and shall not exceed six (6) credit or contact hours each semester without 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 provided such hours are available, and the faculty member is qualified to teach them. 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. Counseling and Library Faculty.** The minimum workload offered to unit adjunct counseling and 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 counseling and 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 counseling or library faculty I will have preference over non-unit adjunct counseling or library faculty for work they are qualified to do.

**3. Determination of Load.** Following the determination of load and one overload for full-time faculty and load for unit adjunct faculty II and prior to determination of work schedules for non-unit adjunct faculty, unit adjunct faculty I shall have the opportunity to select at least the minimum workload of three (3) up to the maximum workload of six (6) credit or contact hours provided such hours are available and the faculty member is qualified to teach them. The minimum time allotted for load selection shall be ten (10) days. 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 will be offered and then assigned as follows:

- Full-time faculty members shall be assigned their regular load and one (1) overload, if desired.
- Unit adjunct faculty II members shall be assigned a minimum of six (6) credit or contact hours, up to a maximum of ten (10) credit or contact hours, provided that such hours are available for assignment.
- Unit adjunct faculty I members shall be assigned a minimum of three (3) credit or contact hours up to a maximum of six (6) credit or contact hours, 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.
- When all contractual loads have been met, it will be at the dean/supervisor's discretion to assign remaining load.

A reduction in the three (3) credit or contact hour or workload requirement each semester to perform other College business or to seek an approved medical leave without compensation must be approved by the dean/supervisor.

See Appendix C-5 for Load Assignment Protocol Chart.

**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 counseling and 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. By lot (i.e. random number assignment generated 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, the following process will apply to replace the cancelled assignment provided that it is in the UAFI member's discipline and the UAFI member is qualified and available to teach it:

- UAFI shall have the opportunity to be reassigned to a course that remains unassigned.
- 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.
- 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, and if a replacement class, excluding a telecourse, 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 (for example a retired faculty member).

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 librarian and counselors shall be evaluated in the manner prescribed in all applicable sections of the Faculty Evaluation Handbook.

### **10.6 Reduction in Force.**

Prior to the layoff or reduction of any bargaining unit adjunct or full-time faculty member covered by this Agreement, the Board shall eliminate all non-unit adjunct faculty, then all voluntary overload assignments to courses which the full-time faculty member is competent to fill pursuant to the qualifications of this provision provided the Board may retain those adjunct or voluntary assignments to courses which unavoidably run at the same time as other identical adjunct or voluntary assignments to courses. Therefore, bargaining unit adjunct faculty I positions shall be eliminated prior to the layoff of unit adjunct faculty II positions, and bargaining unit adjunct faculty II positions shall be eliminated prior to the layoff of full-time faculty.

### **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 on the telephone list of College employees and 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.

### **10.9 Grant Related Activity.**

Unit adjunct faculty I 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 will be submitted without approval of 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.

#### **10.10 Unit Adjunct Faculty I Who Accept Administrative Positions.**

Unit adjunct faculty I members who accept an administrative position for 32 or more hours per week or a position as a supervisor, confidential, or managerial employee (as defined in Chapter 115 of the IELRA) 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 administrative appointment or if administrative responsibilities fall below 32 hours per week, and they are still employed to teach at the college, they will return to the bargaining unit at the same seniority and salary placement they held previously. Time spent in administration shall not count in the calculation of seniority.

#### **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, snack, 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 \$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 counseling and 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.

#### **10.13 Sick 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.

Unit adjunct counseling and 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.

#### **10.14 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 I representation is requested, those unit adjunct faculty I mutually acceptable to the Association and the College may serve and will be paid twenty-eight dollars (\$28) per committee meeting hour. Unit adjunct faculty I 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 I will be required to participate on any committee.

**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.

**10.17 Office Hours.**

Unit adjunct teaching faculty I shall maintain twenty-five (25) minutes of office hours per week for every credit or contact hour of load assignment. Office hours must be held at times and places convenient to both the faculty member and students.

The office hour schedule must be submitted in writing to the dean/supervisor by the tenth day of instruction for approval. All office hours will be posted outside the instructor's office, and the division administrative assistant/office coordinator will be kept informed if the instructor is not in the office or laboratory during office hours for any prolonged period.

Instructors who teach off-campus or online may, with the dean/supervisor's approval, hold office hours in an appropriate location or virtual hours through the college's course management system.

Any disagreements regarding office hour schedules may be appealed to the Vice President of Teaching, Learning and Student Development.

**10.19 Required Safety and 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) annually. Faculty shall complete safety/security training provided through various modalities (e.g. synchronous and asynchronous) by the college and which shall ordinarily take no more than two hours per year. The faculty may utilize scheduled office hours to complete the safety/security training by the fifteenth day of instruction for the duration of this contract. Additional safety/security training will be offered face-to-face on Opening Day, Opening Friday, and Saturday.

**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: 2014-2016 Full-Time Salary and Rank Schedule - 2014

| 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    | \$46,906 | \$48,548 | \$50,247 | \$52,006 | \$53,826 | \$55,710  | \$57,660  | \$59,677  | \$61,766  | \$63,928  | Instructor             |
| 2    | \$49,017 | \$50,733 | \$52,509 | \$54,346 | \$56,248 | \$58,217  | \$60,254  | \$62,363  | \$64,546  | \$66,805  |                        |
| 3    | \$51,128 | \$52,918 | \$54,769 | \$56,686 | \$58,671 | \$60,724  | \$62,849  | \$65,049  | \$67,326  | \$69,682  |                        |
| 4    | \$53,238 | \$55,101 | \$57,030 | \$59,026 | \$61,093 | \$63,231  | \$65,444  | \$67,735  | \$70,105  | \$72,558  | Assistant Professor I  |
| 5    | \$55,349 | \$57,286 | \$59,292 | \$61,367 | \$63,514 | \$65,738  | \$68,039  | \$70,419  | \$72,885  | \$75,435  |                        |
| 6    | \$57,460 | \$59,471 | \$61,553 | \$63,708 | \$65,937 | \$68,245  | \$70,633  | \$73,105  | \$75,664  | \$78,313  |                        |
| 7    | \$59,571 | \$61,655 | \$63,814 | \$66,047 | \$68,359 | \$70,752  | \$73,227  | \$75,791  | \$78,443  | \$81,189  | Assistant Professor II |
| 8    | \$61,682 | \$63,840 | \$66,075 | \$68,388 | \$70,781 | \$73,259  | \$75,822  | \$78,477  | \$81,223  | \$84,066  |                        |
| 9    | \$63,792 | \$66,025 | \$68,336 | \$70,728 | \$73,203 | \$75,766  | \$78,417  | \$81,161  | \$84,003  | \$86,943  | Associate Professor I  |
| 10   | \$65,903 | \$68,210 | \$70,597 | \$73,069 | \$75,626 | \$78,273  | \$81,012  | \$83,847  | \$86,782  | \$89,820  |                        |
| 11   | \$68,014 | \$70,394 | \$72,858 | \$75,408 | \$78,048 | \$80,780  | \$83,607  | \$86,533  | \$89,562  | \$92,696  |                        |
| 12   | \$70,125 | \$72,579 | \$75,120 | \$77,749 | \$80,470 | \$83,287  | \$86,202  | \$89,219  | \$92,341  | \$95,573  | Associate Professor II |
| 13   | \$72,235 | \$74,764 | \$77,381 | \$80,089 | \$82,892 | \$85,793  | \$88,796  | \$91,903  | \$95,120  | \$98,450  |                        |
| 14   | \$74,346 | \$76,948 | \$79,641 | \$82,430 | \$85,314 | \$88,300  | \$91,391  | \$94,589  | \$97,900  | \$101,326 |                        |
| 15   | \$76,457 | \$79,133 | \$81,903 | \$84,769 | \$87,736 | \$90,807  | \$93,985  | \$97,275  | \$100,680 | \$104,203 | Professor I            |
| 16   |          | \$81,318 | \$84,164 | \$87,110 | \$90,159 | \$93,314  | \$96,580  | \$99,961  | \$103,459 | \$107,080 |                        |
| 17   |          |          | \$86,425 | \$89,450 | \$92,581 | \$95,821  | \$99,175  | \$102,645 | \$106,239 | \$109,957 |                        |
| 18   |          |          |          | \$91,790 | \$95,003 | \$98,328  | \$101,769 | \$105,331 | \$109,018 | \$112,833 | Professor II           |
| 19   |          |          |          |          |          | \$100,835 | \$104,364 | \$108,017 | \$111,797 | \$115,710 |                        |
| 20   |          |          |          |          |          | \$103,342 | \$106,959 | \$110,703 | \$114,577 | \$118,587 |                        |

Appendix A-1: 2014-2016 Full-Time Salary and Rank Schedule - 2015

| 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    | \$47,962 | \$49,640 | \$51,378 | \$53,176 | \$55,037 | \$56,963  | \$58,957  | \$61,020  | \$63,156  | \$65,367  | Instructor             |
| 2    | \$50,120 | \$51,874 | \$53,690 | \$55,568 | \$57,514 | \$59,527  | \$61,610  | \$63,766  | \$65,998  | \$68,308  |                        |
| 3    | \$52,278 | \$54,108 | \$56,001 | \$57,962 | \$59,991 | \$62,090  | \$64,263  | \$66,513  | \$68,841  | \$71,250  |                        |
| 4    | \$54,436 | \$56,341 | \$58,314 | \$60,354 | \$62,468 | \$64,654  | \$66,917  | \$69,259  | \$71,682  | \$74,191  | Assistant Professor I  |
| 5    | \$56,595 | \$58,575 | \$60,626 | \$62,748 | \$64,943 | \$67,217  | \$69,570  | \$72,004  | \$74,524  | \$77,133  |                        |
| 6    | \$58,753 | \$60,810 | \$62,938 | \$65,141 | \$67,420 | \$69,780  | \$72,222  | \$74,750  | \$77,367  | \$80,075  |                        |
| 7    | \$60,911 | \$63,043 | \$65,250 | \$67,533 | \$69,897 | \$72,344  | \$74,875  | \$77,496  | \$80,208  | \$83,015  | Assistant Professor II |
| 8    | \$63,069 | \$65,277 | \$67,561 | \$69,927 | \$72,374 | \$74,907  | \$77,528  | \$80,242  | \$83,051  | \$85,957  |                        |
| 9    | \$65,228 | \$67,511 | \$69,873 | \$72,319 | \$74,851 | \$77,471  | \$80,181  | \$82,988  | \$85,893  | \$88,899  |                        |
| 10   | \$67,386 | \$69,745 | \$72,186 | \$74,713 | \$77,327 | \$80,034  | \$82,835  | \$85,734  | \$88,734  | \$91,841  | Associate Professor I  |
| 11   | \$69,544 | \$71,978 | \$74,498 | \$77,105 | \$79,804 | \$82,597  | \$85,488  | \$88,480  | \$91,577  | \$94,782  |                        |
| 12   | \$71,702 | \$74,212 | \$76,810 | \$79,498 | \$82,281 | \$85,161  | \$88,141  | \$91,226  | \$94,419  | \$97,723  | Associate Professor II |
| 13   | \$73,861 | \$76,446 | \$79,122 | \$81,891 | \$84,757 | \$87,723  | \$90,794  | \$93,971  | \$97,260  | \$100,665 |                        |
| 14   | \$76,019 | \$78,680 | \$81,433 | \$84,284 | \$87,233 | \$90,286  | \$93,447  | \$96,717  | \$100,103 | \$103,606 |                        |
| 15   | \$78,177 | \$80,914 | \$83,745 | \$86,677 | \$89,710 | \$92,850  | \$96,100  | \$99,464  | \$102,945 | \$106,548 | Professor I            |
| 16   |          | \$83,148 | \$86,058 | \$89,070 | \$92,187 | \$95,413  | \$98,753  | \$102,210 | \$105,787 | \$109,489 |                        |
| 17   |          |          | \$88,370 | \$91,462 | \$94,664 | \$97,977  | \$101,406 | \$104,955 | \$108,629 | \$112,431 |                        |
| 18   |          |          |          | \$93,856 | \$97,141 | \$100,540 | \$104,059 | \$107,701 | \$111,471 | \$115,372 | Professor II           |
| 19   |          |          |          |          |          | \$103,103 | \$106,712 | \$110,447 | \$114,313 | \$118,314 |                        |
| 20   |          |          |          |          |          | \$105,667 | \$109,365 | \$113,193 | \$117,155 | \$121,256 |                        |

**Appendix A-1: 2014-2016 Full-Time Salary and Rank Schedule - 2016**

| 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  | Associate Professor I  |
| 10   | \$69,071 | \$71,489 | \$73,990 | \$76,580 | \$79,261 | \$82,035  | \$84,906  | \$87,877  | \$90,953  | \$94,137  |                        |
| 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 | Associate Professor II |
| 13   | \$75,707 | \$78,358 | \$81,100 | \$83,938 | \$86,876 | \$89,916  | \$93,064  | \$96,321  | \$99,692  | \$103,182 |                        |
| 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 | Professor II           |
| 19   |          |          |          |          |          | \$105,681 | \$109,380 | \$113,208 | \$117,171 | \$121,272 |                        |
| 20   |          |          |          |          |          | \$108,309 | \$112,100 | \$116,023 | \$120,084 | \$124,287 |                        |

**Appendix A-2: 2014-2016 Unit Adjunct Faculty II Teaching Salary Schedule**

**2014**

| Step | Less than Masters | MA or Equivalent | MA+30    | MA+75 or Doctorate |
|------|-------------------|------------------|----------|--------------------|
| 1    | \$ 939            | \$ 972           | \$ 1,006 | \$ 1,041           |
| 2    | \$ 980            | \$ 1,014         | \$ 1,050 | \$ 1,087           |
| 3    | \$ 1,021          | \$ 1,057         | \$ 1,094 | \$ 1,132           |
| 4    | \$ 1,063          | \$ 1,100         | \$ 1,138 | \$ 1,178           |
| 5    | \$ 1,104          | \$ 1,143         | \$ 1,183 | \$ 1,224           |
| 6    | \$ 1,122          | \$ 1,162         | \$ 1,202 | \$ 1,244           |
| 7    | \$ 1,141          | \$ 1,181         | \$ 1,222 | \$ 1,265           |

**2015**

| Step | Less than Masters | MA or Equivalent | MA+30    | MA+75 or Doctorate |
|------|-------------------|------------------|----------|--------------------|
| 1    | \$ 960            | \$ 993           | \$ 1,028 | \$ 1,064           |
| 2    | \$ 1,001          | \$ 1,036         | \$ 1,072 | \$ 1,110           |
| 3    | \$ 1,042          | \$ 1,079         | \$ 1,117 | \$ 1,156           |
| 4    | \$ 1,084          | \$ 1,122         | \$ 1,161 | \$ 1,202           |
| 5    | \$ 1,125          | \$ 1,164         | \$ 1,205 | \$ 1,247           |
| 6    | \$ 1,143          | \$ 1,183         | \$ 1,225 | \$ 1,268           |
| 7    | \$ 1,162          | \$ 1,202         | \$ 1,244 | \$ 1,288           |

**2016**

| Step | Less than Masters | MA or Equivalent | MA+30    | MA+75 or Doctorate |
|------|-------------------|------------------|----------|--------------------|
| 1    | \$ 984            | \$ 1,018         | \$ 1,054 | \$ 1,091           |
| 2    | \$ 1,025          | \$ 1,061         | \$ 1,098 | \$ 1,137           |
| 3    | \$ 1,066          | \$ 1,104         | \$ 1,142 | \$ 1,182           |
| 4    | \$ 1,108          | \$ 1,146         | \$ 1,187 | \$ 1,228           |
| 5    | \$ 1,149          | \$ 1,189         | \$ 1,231 | \$ 1,274           |
| 6    | \$ 1,167          | \$ 1,208         | \$ 1,251 | \$ 1,294           |
| 7    | \$ 1,186          | \$ 1,227         | \$ 1,270 | \$ 1,315           |

*Equivalent* is defined in Article 8.8.6

**Appendix A-3: 2014-2016 Unit Adjunct Faculty II Counselor and Librarian Salary Schedule**

**2014**

| Step | Less than Masters | MA or Equivalent | MA+30    | MA+75 or Doctorate |
|------|-------------------|------------------|----------|--------------------|
| 1    | \$ 41.41          | \$ 42.86         | \$ 44.36 | \$ 45.91           |
| 2    | \$ 43.23          | \$ 44.75         | \$ 46.31 | \$ 47.93           |
| 3    | \$ 45.06          | \$ 46.63         | \$ 48.27 | \$ 49.95           |
| 4    | \$ 46.88          | \$ 48.52         | \$ 50.22 | \$ 51.98           |
| 5    | \$ 48.70          | \$ 50.41         | \$ 52.17 | \$ 54.00           |
| 6    | \$ 49.51          | \$ 51.24         | \$ 53.04 | \$ 54.89           |
| 7    | \$ 50.32          | \$ 52.08         | \$ 53.91 | \$ 55.79           |

**2015**

| Step | Less than Masters | MA or Equivalent | MA+30    | MA+75 or Doctorate |
|------|-------------------|------------------|----------|--------------------|
| 1    | \$ 42.34          | \$ 43.83         | \$ 45.36 | \$ 46.95           |
| 2    | \$ 44.17          | \$ 45.71         | \$ 47.31 | \$ 48.97           |
| 3    | \$ 45.99          | \$ 47.60         | \$ 49.26 | \$ 50.99           |
| 4    | \$ 47.81          | \$ 49.48         | \$ 51.22 | \$ 53.01           |
| 5    | \$ 49.63          | \$ 51.37         | \$ 53.17 | \$ 55.03           |
| 6    | \$ 50.44          | \$ 52.21         | \$ 54.04 | \$ 55.93           |
| 7    | \$ 51.25          | \$ 53.05         | \$ 54.90 | \$ 56.83           |

**2016**

| Step | Less than Masters | MA or Equivalent | MA+30    | MA+75 or Doctorate |
|------|-------------------|------------------|----------|--------------------|
| 1    | \$ 43.40          | \$ 44.92         | \$ 46.49 | \$ 48.12           |
| 2    | \$ 45.22          | \$ 46.81         | \$ 48.45 | \$ 50.14           |
| 3    | \$ 47.05          | \$ 48.69         | \$ 50.40 | \$ 52.16           |
| 4    | \$ 48.87          | \$ 50.58         | \$ 52.35 | \$ 54.18           |
| 5    | \$ 50.69          | \$ 52.47         | \$ 54.30 | \$ 56.20           |
| 6    | \$ 51.50          | \$ 53.30         | \$ 55.17 | \$ 57.10           |
| 7    | \$ 52.31          | \$ 54.14         | \$ 56.04 | \$ 58.00           |

*Equivalent* is defined in Article 8.8.6

**Appendix A-4: 2014-2016 Unit Adjunct Faculty I Teaching Salary Schedule**

**UAF I Teaching -- 2014**

| Step | Less than Masters | MA or Equivalent | MA+30  | MA+75 or Doctorate |
|------|-------------------|------------------|--------|--------------------|
| 1    | \$ 870            | \$ 901           | \$ 933 | \$ 964             |

**UAF I Teaching -- 2015**

| Step | Less than Masters | MA or Equivalent | MA+30  | MA+75 or Doctorate |
|------|-------------------|------------------|--------|--------------------|
| 1    | \$ 890            | \$ 921           | \$ 954 | \$ 986             |

**UAF I Teaching -- 2016**

| Step | Less than Masters | MA or Equivalent | MA+30  | MA+75 or Doctorate |
|------|-------------------|------------------|--------|--------------------|
| 1    | \$ 912            | \$ 944           | \$ 977 | \$ 1,011           |

**Appendix A-5: 2014-2016 Unit Adjunct Faculty I Counselor and Librarian Salary Schedule**

**UAF I Counselor and Librarian -- 2014**

| Step | Less than Masters | MA or Equivalent | MA+30    | MA+75 or Doctorate |
|------|-------------------|------------------|----------|--------------------|
| 1    | \$ 38.37          | \$ 39.71         | \$ 41.11 | \$ 42.55           |

**UAF I Counselor and Librarian -- 2015**

| Step | Less than Masters | MA or Equivalent | MA+30    | MA+75 or Doctorate |
|------|-------------------|------------------|----------|--------------------|
| 1    | \$ 39.24          | \$ 40.61         | \$ 42.04 | \$ 43.50           |

**UAF I Counselor and Librarian -- 2016**

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

*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-2: Full-Time Counseling Faculty Job Description**

#### JOB SUMMARY

As a member of a larger academic advising network, full-time counseling faculty provide professional individual and group student counseling, including educational, career and short-term personal intervention counseling services, specifically designed to enhance student self-development and facilitate students in attaining their educational goals.

#### JOB TASKS/ELEMENTS

##### **Deliver Educational and Career Planning Services**

1. Assist undecided students to begin the career/life planning process
2. Assist all students to progress toward their academic/career goals
3. Help students design, implement and monitor an individual Educational Plan appropriate for their stated major and transfer goals
4. Maintain liaison activities with designated colleges and universities, district high schools (including, but not limited to, collaboration with The Alliance for College Readiness) and ECC academic departments
5. Plan and implement the academic advising segment of the College Orientation program for new students

### **Deliver Instructional Services**

1. When teaching general student development (GSD) class(es), fulfill job tasks/elements for full- time teaching faculty
2. Develop seminars, workshops and other structured group experiences for students (e.g. Decision-making)

### **Provide Student Assistance Services**

1. Provide short-term personal intervention counseling services to students whose personal problems/situation interferes with their academic success. Short-term personal intervention counseling is defined as three (3) sessions or fewer
2. Provide referral services for students to the College's Student Assistance Program (SAP) and/or local human services agencies for on-going and specialized professional assistance. Provide students with accurate information about ECC policies and procedures and make appropriate on-campus referrals

### **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 Departmental/Institutional Routine**

1. Work with the academic divisions in meeting the needs of the College students
2. Assist in setting departmental goals
3. Serve on standing committees
4. Serve on ad hoc committees (for example, search or other departmental committees)
5. Participate in program review
6. Assist in the overall recruiting and public relations of the College
7. Attend College-wide faculty meetings

## **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 success.

JOB TASKS/ELEMENTS**Prepare Schedule(s)**

1. Obtain faculty input and use enrollment data to optimize course offerings and scheduling
2. Prepare schedule narrative
3. Review schedule with the dean
4. Verify schedule accuracy
5. Check for room availability
6. Articulate interdepartmental offerings
7. Calculate instructor load
8. Recommend instructor assignment
9. Explore scheduling options

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

1. Recruit part-time applicants
2. Review part-time applications
3. Interview prospective part-time faculty
4. Recommend part-time staff for hiring
5. Recommend assignment of faculty supervisor
6. Justify need for new full-time faculty
7. Participate on search committees for new full-time faculty within their assignment
8. Mentor new full-time faculty

### **Manage Curriculum**

1. Articulate courses with high schools, colleges and universities
2. Coordinate textbook decisions
3. Advise deletion of obsolete courses
4. Update catalog descriptions and program narratives
5. Facilitate development of new 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
9. Develop and maintain program entrance standards
10. Lead development and implementation of departmental assessment program(s)

### **Gather and Disseminate Information**

1. Act as a communication link between the dean and faculty
2. Attend instructional coordinator(s) meetings
3. Coordinate preparation of report(s)
4. Submit departmental report(s)
5. Hold departmental meetings
6. Coordinate information requests

### **Marketing and Promotion**

1. Analyze enrollment data to determine marketing and/or promotional needs
2. Determine market segments
3. Coordinate development and preparation of marketing materials
4. Develop retention plan(s) for students
5. Enhance communication with area high school
6. Coordinate inter-institutional faculty visits
7. Build community and business relations
8. Coordinate career-oriented activities
9. Schedule community visits
10. Recommend advisory committee members
11. Participate in coordinator organizations

### **Manage the 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 parts
3. Maintain lab records
4. Oversee preventative maintenance
5. Schedule equipment service
6. Solicit donations
7. Supervise lab personnel

\*These task elements could be assigned to divisional equipment and instructional computing committees.

## **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
3. Participate in professional growth activities

### **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

## **Appendix B-9: Unit Adjunct Counseling Job Description**

### SUMMARY

As a member of a larger academic advising network, unit adjunct counseling faculty provide professional individual and group student counseling, including educational, career, and short-term personal intervention counseling services, specifically designed to enhance student self-development and facilitate students in attaining their educational goals.

### JOB TASKS/ELEMENTS

#### **Deliver Educational and Career Planning Services**

1. Assist undecided students to begin the career/life planning process
2. Assist all students to progress towards their academic/careers goals
3. Help students design, implement and monitor an individual Education Plan appropriate for their stated major and/or transfer goals
4. Maintain liaison activities with designated colleges and universities, district high schools (including, but not limited to, collaboration with The Alliance for College Readiness) and ECC academic departments
5. Plan and implement the academic advising segment of the College Orientation program for new students

#### **Deliver Instructional Services**

1. When teaching general student development (GSD) class(es), fulfill job tasks/elements for UAF teaching faculty I or II as appropriate

2. Develop seminars, workshops and other structured group experiences for students (e.g. Decision-making)

### **Provide Student Assistance Services**

1. Provide short-term personal intervention counseling services to students whose personal problems/situation interferes with their academic success. Short-term personal intervention counseling is defined as three (3) sessions or fewer.
2. Provide referral services for students to the College's Student Assistance Program (SAP) and/or local human services agencies for ongoing and specialized professional assistance
3. Provide students with accurate information about ECC policies and procedures and make appropriate on-campus referrals

### **Participate in Professional Development**

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

### **Participate in Departmental/Institutional Routine**

1. Assist in setting departmental goals
2. Participate in program review
3. Assist in the overall recruiting and public relations of the College

## **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

**Participate in Institutional Routines**

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

**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, 2014, 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 monthly 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.

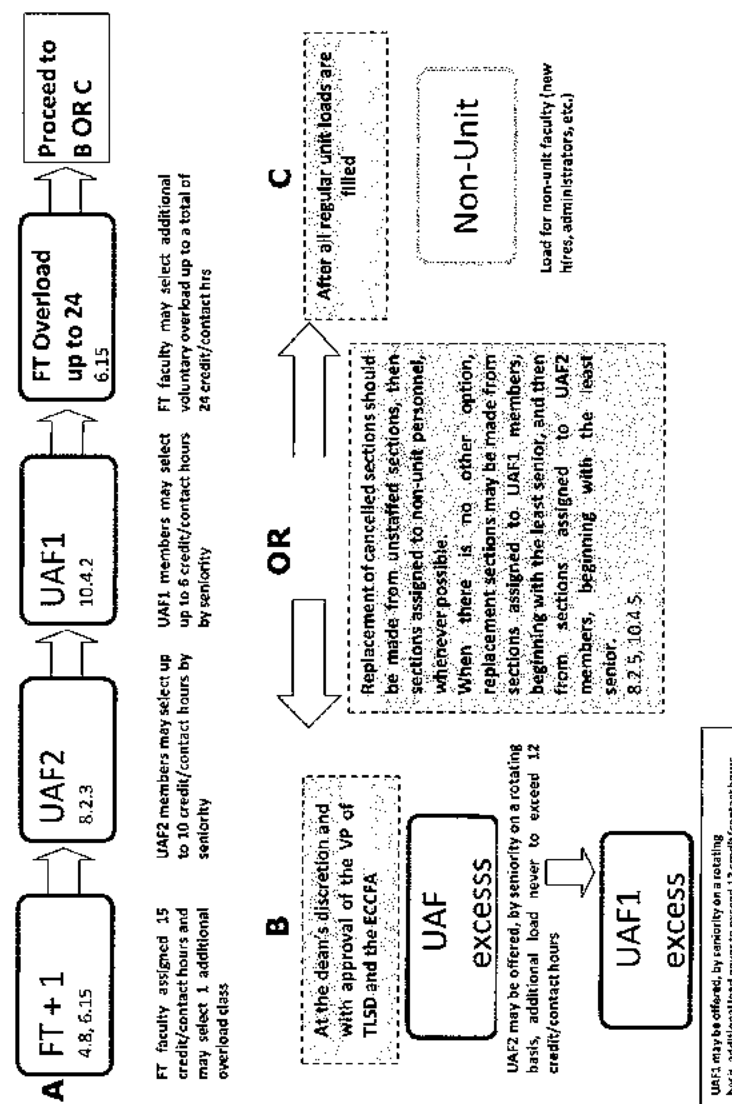
Members of this committee shall sign a confidentiality agreement to ensure and safeguard the privacy and security of confidential information.

### Appendix C-4: Letter Of Agreement Regarding Definitions Of Light And Heavy Lab Designations

The ECCFA and Board agree to complete jointly a study whose purpose is to articulate a process for designating laboratory assignments as being "Light" or "Heavy" by the end of the 2011 Spring Semester. This, however, does not preclude the parties from mutually agreeing to assign a designation of "Light" or "Heavy" to laboratory on a case-by-case basis prior to the completion of the study.

### Appendix C-5 Load Assignment Protocol Chart

Order for Teaching Load Assignments at ECC required, per contract, for all classes, including those added late to the schedule. Independent study does not count in load. A=Regular Load; B=Excess Load for Unit Adjuncts; C= Non-unit Teaching Assignments



## 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)

SUBJ: Excess Load Assignments for Unit Adjunct Faculty - REVISED

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.

<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, Claire St. John, 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-7 Letter Of Agreement Regarding Telecourse Instruction

Effective at the end of the academic fall 2014 semester, telecourse instruction will no longer be offered. Until then, telecourse instruction shall refer to the use of commercially available/produced video-based courseware and other instructional materials as the primary source of instruction and including enhancement of the telecourse with the required use of the online platform to post course materials, due dates, course requirements, the syllabus and discussion board communication features with online materials delivered to the dean/supervising administrator for approval, one (1) month prior to the start of each course section.

If not required by the Dean to be included as part of the regular load for a full-time faculty member, the compensation for each section of a telecourse shall be the lesser of the independent study rate or the voluntary overload rate during the academic year or the lesser of the independent study rate or the summer school rate during the summer.

If a telecourse course is taught by a UAF I or II faculty member, the compensation shall be based on the lesser of the independent study rate or the voluntary overload rate. If the enrollment is sufficient to write a voluntary overload contract, the UAF member will be paid his/her unit adjunct rate.

All processes, procedures and dates for records and registration for credit courses apply.

Current digital copies of the telecourse materials (including the syllabus, tests, and other course documents) are to be on file in the distance learning office, no later than one (1) month prior to the start of each course section.

#### Appendix C-8 Letter Of Agreement Regarding SURS Annuity

As a condition of employment, all annuitant faculty must work only at ECC and not any other public higher education institution in Illinois, and such faculty shall verify their annuitant status with the college before the beginning of every semester.

Annuityants 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 to prevent the assessment of penalties by SURS unless the faculty member suspends his or her SURS annuity.

For the faculty listed below, the maximum increase in SURS creditable earnings over the prior year shall be 6%.

Annuityants 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 1st 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.

#### Appendix C-8 Letter Of Agreement Regarding Limited Base Increase Impact Mitigation Pay

This is a non-precedent setting, one-time, lump-sum payout to compensate for a limited percentage increase to the base in 2014. The mitigation pay will not be considered part of base salary for future salary increases.

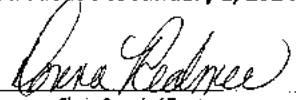
The limited base increase used to calculate the mitigation pay in 2014 will be .75%. The mitigation pay will be calculated on calendar year 2013 base salary earnings for full-time faculty (excluding any form of premium or stipend pay).

The mitigation pay will take place at the end of the Spring 2014 semester and faculty must be in an active unit status at the time of payment. The mitigation pay will be subject to all required withholdings.

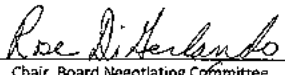
#### AGREEMENT

**Between the Board of Trustees of Community College District # 509  
Elgin Community College,  
and  
The Elgin Community College Faculty Association  
January 1, 2014 through December 31, 2016**

**This Agreement shall become effective January 1, 2014, and shall remain in full force and effect through December 31, 2016. Unless otherwise indicated, the economic and fringe benefits shall be retroactive to January 1, 2014.**

  
Chair, Board of Trustees

  
Chair, ECCFA Negotiating Committee

  
Chair, Board Negotiating Committee

  
President, ECCFA

