

**CLC-AFO
LAKE COUNTY FEDERATION OF TEACHERS, LOCAL 504
IFT-AFT/AFL-CIO**

Ratification Meeting—08/18/12--CLC

I. Part I: Important Changes:

- Article 7A: Compensation: 2.5% increase each year.**

<u>Per Load Hour Compensation Schedule</u>			
	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Pay Rate 1 (Non-GFO Adjunct)	\$901	\$924	\$947
Pay Rate 2 (GFO Adjunct)	\$956	\$980	\$1005

<u>Per Clock Hour Compensation Schedule*</u>			
	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Pay Rate 1 (Non-GFO Adjunct)	\$37.56	\$38.52	\$39.48
Pay Rate 2 (GFO Adjunct)	\$39.85	\$40.85	\$41.90

*Per clock hour compensation = (0.667/16) x per credit hour rate

- Article 3.D: Orientation, Voluntary Meetings and Mandatory Meetings (MODIFICATIONS TO LANGUAGE AS INDICATED BELOW)**

Attendance at the Fall and Spring Orientation Meetings is part of an adjunct faculty member's responsibilities to the College of Lake County and thus does not require additional compensation. These Orientation Meetings shall be scheduled on a **single day of the week** prior to the beginning of each **fall semester and one or two days of the week for the spring semester**. The dates and times of the Orientations will be determined by the Union and the Vice President of Educational Affairs, but shall not include a night designated for Professional Development Center (PDC) training, and shall be no longer than four continuous hours in duration.

The Fall Orientation Session shall last no longer than three hours and the Spring Orientation Session shall last no longer than two hours. The College is free to choose and schedule the programming and activities for the orientations. At the discretion of the Vice President of Educational Affairs, and in consultation with the President of the Union, unusual circumstances (such as a new President, revisions in the law, College reorganization) may require additional time to be added to the Orientation so that an all-adjunct general session be held in order to convey important new information to all adjuncts but in no case shall that additional session be longer than one hour. **Any time over the three hours in the fall and two hours in the spring, excluding the unusual circumstances listed above, shall be compensated for at the rate of \$35 per hour.**

Adjunct faculty who are required to attend any meetings (including workshops, training sessions, or informational sessions) other than the Fall and Spring Orientation Meetings shall be compensated at the rate of at least **thirty five** dollars (~~\$30~~**35**) **per hour** except that **librarians and counselors will be paid at their current clock hour rate**. The Board recognizes that there may be cases where an adjunct faculty member cannot reasonably be expected to attend a given session or meeting [including the Orientation Meetings]. In such cases, alternate arrangements may be made by the Dean in consultation with the adjunct faculty member. The College, however, is not obligated to provide alternate arrangements for missed orientation meetings, sessions or other meetings.

Adjunct faculty who voluntarily attend workshops, training or information sessions provided by the Professional Development Center (PDC) that are compensable will be compensated at thirty five dollars (\$35) per hour with a maximum stipend of three hundred and eighty five dollars (\$385) per academic year.

~~Adjunct faculty who are required to attend or voluntarily attend the Center for Excellence in Teaching and Learning New Part-Time Faculty Orientation will be compensated at the customary rate. The Board may choose not to compensate voluntary attendance at other meetings.~~

Adjunct faculty shall receive notice of their academic departmental and division meetings in the same manner as full-time faculty and may attend such meetings.

3. Service Recognition - 3 different parts: Article 3.I, Article 7.H and a recognition MOU:

a) Article 3.I: Professional Development and Continuing Education (MODIFICATIONS TO LANGUAGE AS INDICATED BELOW)

The Board shall reimburse adjunct faculty for the actual (and receipted) cost of registration for professional meetings, conferences and professional development workshops and seminars pursuant to the following limits:

- 1) The total maximum amount paid by the Board to the adjunct faculty in Fall or Spring semesters shall be ~~twelve five~~ thousand dollars (**\$12,000** ~~5,000~~). During the winter intersession, Spring semester money or money remaining from the Fall semester shall be used. During the summer session, money remaining from the previous academic year shall be used for reimbursement.
- 2) In order to receive **first tier benefits**, the adjunct faculty member must have attained at least the **second step in the Per Credit Hour Compensation Schedule** (Article 7.A.) for Fall or Spring semesters and be employed during the semester in which professional development or continuing education occurs. For **winter intersession** reimbursement, the adjunct must have taught in the Fall semester and also have a teaching assignment for the Spring semester. For the **summer session reimbursement**, an adjunct must be teaching during the summer or have taught during both the previous Fall and Spring semesters and have an assignment for the following Fall semester.

In order to receive **second tier benefits**, the adjunct faculty member must have taught a **minimum of 15 semesters** and be employed during the semester in which professional development or continuing education occurs. For winter intersession reimbursement, the adjunct must have taught in the Fall semester and also have a teaching assignment for the Spring semester. For the summer session reimbursement, an adjunct must be teaching during the summer or have taught during both the previous Fall and Spring semesters and have an assignment for the following Fall semester.

In order to receive **third tier benefits**, the adjunct faculty member must have taught a minimum of **25 semesters** and be employed during the semester in which professional development or continuing education occurs. For winter intersession reimbursement, the adjunct must have taught in the Fall semester and also have a teaching assignment for the Spring semester. For the summer session reimbursement, an adjunct must be teaching during the summer or have taught during both the previous Fall and Spring semesters and have an assignment for the following Fall semester.

- 3) Individuals who qualify for first tier benefits will be reimbursed at one hundred percent (100%) of the required packaged event fees (excluding fees associated with graduate credit or optional conference activities, but including mileage reimbursement at the prevailing IRS rate) up to a maximum of **five hundred dollars (\$500) per event** per individual.

Individuals who qualify for second tier benefits will be reimbursed at one hundred percent (100%) of the required packaged event fees (excluding fees associated with graduate credit or optional conference activities, but including mileage reimbursement at the prevailing IRS rate) up to a maximum of **seven hundred and fifty dollars (\$750) per event** per individual.

Individuals who qualify for third tier benefits will be reimbursed at one hundred percent (100%) of the required packaged event fees (excluding fees associated with graduate credit or optional conference activities, but including mileage reimbursement at the prevailing IRS rate) up to a maximum of one thousand dollars (\$1,000) per event per individual. Four thousand five-hundred dollars (\$4,500) is allocated per division per semester subject to the twelve thousand dollar (\$12,000) limit. where two thousand dollars (\$2,000) is allocated per division per semester subject to the five thousand dollar (\$5,000) limit.

- ~~4) The adjunct faculty member must have attained at least the second step in the Per Credit Hour Compensation Schedule (Article 7.A.) for Fall or Spring semesters and be employed during the semester in which professional development or continuing education occurs. For winter intersession reimbursement, the adjunct must have taught in the Fall semester and also have a teaching assignment for the Spring semester. For the summer session reimbursement, an adjunct must be teaching during the summer or have taught during both the previous Fall and Spring semesters and have an assignment for the following Fall semester.~~
- 4) Requests for reimbursement must be submitted for approval of the Dean, Associate Dean or Director in advance of undertaking the activity and the activity must be within the discipline taught by the adjunct faculty member or pertain to college-level instruction generally. The decision of the Dean, Associate Dean or Director as to whether the proposed activity is within the discipline of the adjunct's assignment is within their sole discretion and such decisions are non-precedential in nature.
- 5) If attendance at the activity would must not interfere with the adjunct's teaching assignment or result in absences from any assigned class, then the adjunct must receive prior approval from without the appropriate Dean's prior approval.
- 6) In the semester following an adjunct's attendance at an approved professional development opportunity eligible under this section (3.I), the adjunct will be eligible to receive a stipend in the amount of one hundred and fifty dollars (\$150). To obtain the stipend the adjunct will produce, in consultation with the dean or designee, a resource document or presentation which summarizes the knowledge and skills gained and how the new skills relate to classroom practice (abstract, presentation, or similar activity). This shall exclude any PD for which a stipend is granted for attendance and shall exclude PD that is required as a condition of a grant, or federal or state requirements.

b) **Article 7.H: Service Recognition**

Adjuncts shall receive the following service recognition:

Upon completion of the **fifteenth year of service** to the College of Lake County as an adjunct faculty member, an adjuncts will be given a **one-hundred dollar (\$100), one-time, non-recurring stipend**. The parties agree that this stipend will be awarded to adjunct faculty who achieve their fifteenth year of service at the end of the summer 2012 semester and thereafter.

c) **MOU (Memorandum of Understanding): Service Recognition - See BELOW and 1st Attached MOU:**

The College and the Union agree to the following:

After **twenty (20) years of service** to the College of Lake County, and **every five (5) year increment** of service to the College of Lake County thereafter, **adjuncts will be entitled to select a gift from the gift catalog** and will be **invited to the College's Recognition Dinner**. The parties agree that should the College have to discontinue the recognition dinner/award, the parties will meet to determine another way in which to recognize adjuncts for their service to the College.

4. **Article 5.C: Adjunct Faculty Responsibilities (NEW LANGUAGE ADDED) - about Registration of Classes (mainly Adult Ed at satellite sites)**
Adjunct faculty will not be required to register their section(s) of students.

5. **Article 5.E: Retiring Adjunct Faculty (NEW SECTION/NEW LANGUAGE AS INDICATED BELOW)**
If an adjunct instructor, counselor, or librarian is eligible to and chooses to retire under SURS the adjunct must notify his or her Dean and Human Resources in writing of his or her intent to retire and the date of retirement.

If the adjunct wishes to return to employment as an adjunct faculty member after the hiatus from employment required by SURS (currently 60 days), he or she must submit a written request to the Dean who, may approve or not approve the request in his or her sole discretion. If the Dean approves the adjunct's request to return to teaching and the adjunct held GFO status at the time of retirement, the adjunct faculty member will return to employment as a GFO adjunct and retain bargaining unit status. Requests by retired adjuncts to teach will be granted in one-year increments.

If legislation is enacted that imposes new or increases existing financial burdens to the college for continuing to employ adjuncts who have already retired or are receiving benefits under SURS, nothing herein limits the right of the Board to cease to employ then current retired adjunct.

If the board decides not to hire retired adjuncts due to the legislation referred to in the previous paragraph, it will so notify the union and any affected employee(s). Affected employee(s) who have given notice of intent to retire but who have not yet retired, may rescind the retirement notice by giving written notice of the rescission to the Director of Human Resources and Dean within sixty (60) days of the board's notice of the change to the Union.

II. Part II: Other Important Changes:

1. Other Pay Increases:

- a) **Article 3.G: Required Attendance at Programs, Workshops, Seminars or Courses (INCREASE IN DOLLAR AMOUNT) from \$30/hour to \$35/hour**
- b) **Article 4.A.2.a: Combining Low Enrollment Classes (INCREASE IN DOLLAR AMOUNT) from \$75 TO \$100 for stacked class**
- c) **Article 4.A.2.b: Special Assignments (INCREASE IN DOLLAR AMOUNT) from \$30/hour to \$35/hour** for adjunct faculty member who is assigned as a resource person and for adjunct faculty member who is asked to develop a workshop or conduct a workshop (NEW LANGUAGE) Upon written approval, an Associate Dean, Dean or Director may compensate an adjunct faculty/counselor/librarian thirty five dollars (\$35.00) per hour for service on an academic committee or special project from divisional funds.
- d) **Article 4.A.3.a&b: Withdrawn Assignments (ADDITIONAL LANGUAGE)** The cancellation date shall be the date of notification to the adjunct (INCREASE IN DOLLAR AMOUNT) from \$75 to \$80 for the first credit hour of the section/for the first forty (40) clock hour reduction and from \$35 to \$40 for every credit hour/forty (40) clock hour reduction thereafter
- e) **Article 7.F: Faculty Senate (INCREASE IN DOLLAR AMOUNT) from \$30/hour to \$35/hour;**
- Note that there is also going to be change in the election procedure.
 - After this fall, adjunct Faculty Senate elections will be held in April, and will done through the VP of Education Affaires Office - Arlene Santos-George. I will be helping Arlene with this fall's elections. Everything else will be the same.
- f) **Article 7.G: Diversity Commission (NEW SECTION/NEW LANGUAGE)** The Board will provide a stipend to two (2) adjuncts at any time who have been appointed to the Diversity Commission by the

Faculty Senate Adjunct Representatives and the Faculty Senate President for attendance at Diversity Commission meetings. The stipend will be paid at the rate of thirty five dollars (\$35) per hour. Payment of the stipend will be made at the end of each semester.

The Board will not provide a stipend to adjuncts who serve on Diversity Commission subcommittees unless they serve on the Diversity Commission.

g) **MOU: Multiplier for Music Adjunct pay rate:** rounded from 0.375 up to 0.38.

h) **Article 2.L. Collective Bargaining Agreement Administration - Union President's Salary: (INCREASE IN DOLLAR AMOUNT)** from \$3000 to \$3500 in year 1, \$3600 in year 2, and \$3700 in year 3

2. **Article 4.A.1 Primary Discipline: General Provisions Applicable to All Bargaining Unit Adjuncts: Introduction (MODIFICATIONS TO LANGUAGE 4th Paragraph)** Every adjunct faculty member is assigned a primary division and discipline upon hire. GFO status is granted in the adjunct faculty member's primary discipline. An adjunct faculty member may only have GFO status in one discipline for the purposes of GFO assignment. If a faculty member wishes to teach in another division or discipline, the faculty member must submit a written request to the division dean who will consider such issues as academic credentials, currency in the field, work experience and program needs. Upon written approval by the Dean, the adjunct faculty member may transfer their GFO status from one division or discipline to another and will retain their GFO rights and benefits, including compensation at the GFO rate. If an adjunct faculty member is assigned to teach in a division or discipline outside of the one in which he/she has GFO status, compensation at the GFO rate shall still apply. Adjunct faculty currently teaching for the College will be assigned a primary division and discipline, with the adjunct faculty member's input, by the end of the first full semester after the approval of this Agreement.

3. **Article 4.B.2.a APF (used to be TPF) Date Change: Assigning Sections (MODIFICATION TO DATE)** Adjunct APF for spring semester **due no later than October 15th** (previously October 31st) to be considered for a good faith offer

4. **Article 4.B.3.c Variation to Assignment: Variation to Assignment Process (NEW LANGUAGE ADDED)** Each semester, the Vice President of Educational Affairs or designee will notify the Department Chairs and other parties tasked with making assignments, with a copy to the Union President, that **if a GFO adjunct's only section assignment is withdrawn, the College is committed to make a reasonable effort to reassign the adjunct to at least a three credit hour section.**

5. **Article 4.B.5 Unsatisfactory Performance: Unsatisfactory Performance (MODIFICATION TO LANGUAGE)** If the teaching, counseling or librarian performance of an adjunct entitled to a good faith offer is deemed unsatisfactory or inadequate by the appropriate Dean, that Dean will meet with the adjunct to discuss his or her performance. The Union shall be notified of such meetings in a timely manner **and the subject of such meetings.**

6. **Safety Procedure: About the Safety Agreement Process:**

1. **An Adjunct is authorized to "Think on His Feet"** when it comes to **classroom safety.**
2. At satellite sites, there should be an "**on site**" contact for room issues.
3. There is a form that should be filed if a student is causing problems:
 1. **Student Behavior Complaint/Intervention Form**
 2. On **2nd Page:** click on "**Personal Safety**", there is now a **pop-up displayed** which says to notify your dean/assoc. dean.
 3. Also on the **2nd page:** there is an **area to explain what you would like done** - so describe the resolution/intervention that you would like.
4. If **you are afraid for your safety or other students' safety during class** and the student causing the problem won't calm down, then **you should call the police/security** - this is the part of "**Think on your feet!**"
5. **We will get closure to the process** so that we know that the issue with the student has been dealt with.

6. Because of privacy laws, we may not know all of the results, but we will get **closure (kept in the loop)**.

III. Part III: Housekeeping

1. Because of a recent Illinois Law on Civil Unions: new MOU & modification to Article 7.D:

- **MOU: 3rd MOU.** Basically, CLC will recognize Civil Unions instead of Domestic Partners. Employees who have completed and whose domestic partners are receiving benefits under the domestic partnership process may continue to receive such benefits pursuant to the terms of those procedures **up to and including June 30, 2014**.
- **Article 7.D. Tuition Waiver: Tuition Waiver (MODIFICATION TO LANGUAGE)** changes domestic partner to adjunct's partner in a civil union

2. Article 1.A: Correcting organizational name changes. Recognition (MODIFICATION TO LANGUAGE)

Title of Continuing Education Program updated to "Center for Personal Enrichment and Workforce and Professional Development Institute". **(NEW LANGUAGE)** Courses classified as 1.3 Continuing Education and 1.6 Vocational Education do not count toward the semesters required to enter in this bargaining unit, or for any other service requirements under this Collective Bargaining Agreement.

3. Article 2.B: Clarifying Fair-Share category: Fair Share (MODIFICATION TO LANGUAGE) – Fair share provision now **applies to those who accrue a break in service or those who elect to sign a CLC-AFO membership form.**

4. Article 2.J: Board Policies: (MODIFICATION TO LANGUAGE) – Modified so that the Board will send a copy of its official policies, rules, regulations, and handbooks and all subsequent changes electronically to the Union President.

5. Article 4.B.4: Unavailability of Sections: (MODIFICATION TO LANGUAGE) If the College does not make a good faith offer due to a lack of available courses or classes, it will so notify the affected adjuncts and the Union as soon as practical in order that the Union may communicate with affected adjunct faculty.

6. Article 9.C: Contract Duration: 3-Year Agreement, from Fall 2012 until the Fall of 2015