

# **AGREEMENT**

**BETWEEN**

**COLLEGE OF LAKE COUNTY COMMUNITY  
COLLEGE DISTRICT NO. 532  
LAKE COUNTY, ILLINOIS**

**AND THE**

**COLLEGE OF LAKE COUNTY ADJUNCT FACULTY  
ORGANIZATION, LAKE COUNTY FEDERATION OF  
TEACHERS, LOCAL 504, IFT-AFT/AFL-CIO**

**2012-2013**

**2013-2014**

**2014-2015**

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## ARTICLE 1. RECOGNITION AND SCOPE

### Introduction

This agreement is by and between the Board of Trustees of the College of Lake County (hereinafter referred to as the "Board") and the College of Lake County Adjunct Faculty Organization, Lake County Federation of Teachers, Local No. 504, IFT-AFT/AFL-CIO (hereinafter referred to as the "Union").

#### 1. A. Recognition

The Board hereby recognizes the Union as the sole negotiating representative for all adjunct faculty of the College of Lake County for all matters hereafter provided. As used herein, "adjunct faculty" shall refer to those persons who enter the bargaining unit after assignment of at least three (3) credit hours of instruction or one hundred twenty (120) clock hours of counseling or providing librarian services for three consecutive semesters excluding summer session.

As used herein, "adjunct faculty" or "adjunct" shall include part-time teachers, librarians and counselors but shall not include the President, Vice Presidents, Deans, Business Manager, members of the central administrative staff, deans or directors, or similar administrative positions which may be hereafter created, or adjunct faculty members who provide instruction in the College of Lake County's Center for Personal Enrichment and Workforce and Professional Development Institute (formerly referred to as the "Continuing Education Program").

"Adjunct faculty" does not include faculty who are employed as "professor emeritus" as defined under the Collective Bargaining Agreement between the Board of Trustees and the College of Lake County Federation of Teachers, Local No. 2394, IFT-AFT/AFL-CIO.

Service as a full-time faculty member or as any other non-bargaining unit employee (non-adjunct faculty employee) does not count toward the semesters required to enter into this bargaining unit, or for any other service requirements under this Collective Bargaining Agreement. Dual credit coursework taught (at high schools) does not count toward the semesters required to enter into this bargaining unit, or for any other service requirements under this Collective Bargaining Agreement. Courses classified as 1.3 Continuing Education and 1.6 Vocational Education do not count toward the semesters required to enter into this bargaining unit, or for any other service requirements under this Collective Bargaining Agreement.

By the 15<sup>th</sup> day of Spring and Fall semesters the College will determine eligibility for membership in the bargaining unit based on the criteria above (i.e., at least three (3) credit hours of instruction or one hundred twenty (120) clock hours of counseling or providing librarian services for three consecutive semesters, excluding summer). Four (4) consecutive semesters (Fall and Spring) without teaching at least three credit hours will constitute a break in service if the adjunct is not assigned a section by the 10<sup>th</sup> day of the fifth semester. The adjunct faculty member must be assigned and teach at least three (3) credit hours of instruction or one hundred twenty (120) clock hours of counseling or providing librarian services for three consecutive semesters (excluding Summer) to reestablish membership in the bargaining unit.

1. B. Integrity of the Unit

The Board agrees that it will not negotiate with other labor organizations or individual members over matters deemed to be subjects of bargaining under Sections 4 and 10 of the Illinois Educational Labor Relations Act, except as otherwise provided herein.

## ARTICLE 2. UNION RIGHTS

### 2. A. Dues Deduction

Upon receipt of a voluntary authorization in writing by an employee, the Board shall deduct from the employee's wages the amount of Union dues each pay period. The Treasurer of the Union or designee shall designate the amount of such deductions to the Board in writing.

The Union may change the method or amount of such deductions upon written notice to the Board provided such shall not be changed more than once each fiscal year. The dues shall be forwarded to the Union not later than fourteen (14) days after such deductions have been made. A list of employees from whose pay the dues have been deducted, along with the amounts deducted or to be deducted from each, shall be forwarded to the Union not later than fourteen (14) days after the first such deductions have been made.

The Union shall refund to the adjunct faculty member any dues which may be deducted erroneously or any monies which may be remitted erroneously to the Union. The Union will indemnify, defend and hold harmless the College and Board [members, agents and employees] from all claims, demands, actions, complaints, suits or other claims or liability [including any attorneys' fees and costs of defense] by reason of a good faith execution of this provision.

### 2. B. Fair Share

All adjunct faculty hired for the first time for the Fall 2006 semester or thereafter (excluding summers), and all adjunct faculty hired prior to Fall 2006 but who accrue a break in service as defined in Article 1.A or who elect to sign a CLC-AFO membership form, and covered by this Agreement but who are not members of the Union shall pay to the Union their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law.

The Union shall certify to the Board the amount of the annual fair share fee not to exceed the dues uniformly required of members of the Union. The Union shall certify to the Board that "Notice of Fair Share" has been posted in accordance with IELRB rules and regulations. No payroll deduction of fair share fees shall be made until at least fourteen (14) days after such certification. Such fair share payments shall be deducted by the Board from the earnings of the non-member adjunct faculty and be paid to the Union pursuant to the same time schedule for deductions as regular Union dues. Nothing in this Section shall preclude the non-member adjunct faculty member from making voluntary political contributions in conjunction with his or her fair share payment.

The Union shall refund to the adjunct faculty member any dues which may be deducted erroneously or any monies which may be remitted erroneously to the Union. The Union will indemnify, defend and hold harmless the College and Board [members, agents and employees] from all claims, demands, actions, complaints, suits or other claims or liability [including any attorneys' fees and costs of defense] by reason of a good faith execution of this provision.

2. C. Voluntary COPE Checkoff

Upon receipt of a voluntary authorization in writing by an adjunct faculty member, the Board shall deduct from the member's wages the amount authorized by the member for the Union Committee on Political Education (COPE). Such deduction shall be made the last paycheck in October and forwarded to the Treasurer of the Union not more than fourteen (14) days after such deductions were made along with a list of members from whose pay such deductions were made and the amount deducted for each, provided such authorization shall be received no less than fourteen (14) calendar days prior to the date of such deduction.

Union dues and COPE deductions shall be mailed in separate checks.

2. D. Union Meetings

The Union shall have the right to meet on College premises at such times and places that do not interfere with the operation of the College. The Union shall schedule such meetings with the appropriate person in advance of such meetings and shall promptly reimburse the College for any expenses, if any, in connection with the preparation for or cleaning up subsequent to such use. Nothing herein shall imply that any member has the right to attend such meeting if scheduled to be at work during the time of such meeting.

Such meetings shall be for the purpose of communicating with the members of the adjunct faculty bargaining unit and no more than a reasonable number of non-bargaining unit employees may attend such meetings.

2. E. Paid Union Leave

The Board shall grant paid union leave in the amount of four (4) days total per calendar year, without loss of pay, personal leave or compensatory time. Paid union leave shall be for the purpose of union leaders' attendance at the executive council meetings, professional development, conferences or conventions of the union's local, state or national affiliates. Paid union leave shall be taken on



scheduled days of the intended conference, meeting, class or convention. Such leave shall be used as full days. The individuals using paid union leave shall give advance notice of the use of such leave to the appropriate Dean.

2. F. Use of Equipment and Supplies

Adjunct faculty shall have the right to use College photocopy equipment and supplies for Union purposes, provided that such equipment is used by a person qualified to do so, and that the use of supplies is not abused. The Union shall reimburse the Board for the reasonable cost of use of supplies if requested by the Board. Such use shall not occur on the member's work time and shall not interfere with the regular College program.

2. G. Bulletin Boards and Distribution of Materials

The Board shall provide bulletin board space which is accessible to bargaining unit members at the Grayslake, Lakeshore, and Southlake campuses for use by the Union for the posting of its materials. The Union may distribute a reasonable amount of materials to bargaining unit members through the College's regular distribution system via campus mail or e-mail provided such does not interfere with the operation of the College and is in accordance with the College of Lake County policies regarding distribution of literature. The Union may continue to use mail receptacles in office areas provided a non-unit supervisor (or his or her designee) or the Union (must be a bargaining unit employee) distributes the material.

2. H. Public Records and Board Agenda

The Board shall make available to the Union a copy of the agenda for its use, if any, and Board meeting packet (except confidential material) of any regular or special meeting of the Board, including Board committee meetings. Such shall be made available to the Union President or designee as far in advance of such meeting as is feasible under the circumstances. A copy of the minutes of such meeting shall likewise be promptly made available to the Union following their approval by the Board.

Upon request, the Board shall deliver to the Union, within a reasonable period of time, public records which are necessary to permit the Union to fulfill its responsibility as bargaining agent provided a reasonable charge for the reproduction of such records may be made by the Board.

2. I. Bargaining Unit Lists

The Board shall make available to the Union for its use a list of all bargaining unit members on or about the fifteen (15<sup>th</sup>) student attendance day of the Fall and Spring semesters. These lists shall include address, phone number, and course schedule for each adjunct faculty member.

2. J. Board Policies

The Board shall send to the Union for its use one (1) electronic copy of its official policies, rules, regulations, and handbooks, and all subsequent changes to the Union President or designee at such time they become available.

2. K. Union Office Space

The College shall provide the Union secure office space on the Grayslake campus. (Such space may be shared with the CLC staff bargaining unit (Local 504) and full-time faculty bargaining unit [Local 2394] unions.) This office space shall include a phone with voice mail and a computer, with internet/intranet access and a printer, and shall be available for Union usage year round.

2. L. Collective Bargaining Agreement Administration

To ensure prompt and efficient implementation of the Agreement for the benefit of the Union membership and the College, the College shall provide a total of three thousand five hundred dollars (\$3500) in year one of this Agreement, three thousand six hundred dollars (\$3600) in year two of this Agreement, and three thousand seven hundred (\$3700) in year three of this Agreement per academic year (including summer and inter-session) to be paid in equal amounts no later than December 1<sup>st</sup> and June 1<sup>st</sup> and to be distributed amongst the Union executive officers at the Union president's discretion.

2. M. Meetings with Administration

The Union President or his/her designee shall meet with the Vice President for Educational Affairs to discuss issues of interest not less than three (3) times each in the Fall and Spring semesters and once during the summer session.

## ARTICLE 3. MEMBER RIGHTS

### 3. A. Non-Discrimination

The Board shall not discriminate against any member on the basis of Union activity or membership. This section shall not be subject to the arbitration provisions of the grievance procedure of this Agreement.

### 3. B. Personnel Files

The Office of Director of Human Resources shall maintain the personnel file for each adjunct faculty member which shall ordinarily include the employment application, resumes, transcripts, and payroll records and supervisory evaluative personnel material (including such material as evaluations, disciplinary memos or memos commending performance). Supervisory evaluative materials placed in the personnel file by the supervisor shall bear that supervisor's name and shall be dated on or about the date it is issued and a copy provided to the employee within ten (10) days of placing in the personnel file.

In the event the College receives a grant which requires the storage of professional development documents, the department may maintain a professional development file in the departmental office. Adjuncts shall receive electronic notification of receipt from the department once per month after submitting professional development records to the departmental professional development file.

On written request, adjunct faculty may review the contents of their own personnel file and may submit statements about any material in such file, provided such shall be submitted within thirty (30) calendar days of the receipt by the member of the original material. Any statements so submitted by a member shall be made part of the file for so long as the material giving rise to the member's response remains in the file.

A file review shall occur during normal business hours as scheduled by the Office of Human Resources and in the presence of a designated Board representative. Nothing shall be removed from the personnel file except with the mutual consent of the appropriate non-bargaining unit supervisor, the member and the Director of Human Resources.

### 3. C. Notification of Available Full-Time Faculty Positions

When a new full-time faculty position is authorized or an existing full-time faculty position becomes vacant, a notification of such position shall be posted by the Human Resources Office in customary places for such postings for at least fourteen (14) calendar days. The Board will notify adjunct faculty of such vacancies in their Divisions by e-mail or other individually addressed means of electronic communication. This provision will apply to the posting of any term-limited, full-time faculty positions when the teaching assignment is expected to be longer than one (1) semester and the need for the term-limited assignment occurs more than thirty (30) days before the start of the semester of the assignment. The requirement to post to faculty mailboxes shall not be subject to the grievance procedure of this Agreement.

3. D. Orientation, Voluntary Meetings and Mandatory Meetings

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.

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

### 3. E. Safe Working Conditions

The Board agrees that it shall take reasonable steps to provide a safe workplace for adjunct faculty. No adjunct faculty shall be required to work under conditions which are clearly unsafe or hazardous. However, unless the work area is a clear and present danger to the adjunct faculty's safety, the adjunct faculty member shall work as required. Adjunct faculty members are strongly encouraged to report any unsafe or hazardous working conditions to the appropriate Dean or Director.

### 3. F. Substitutes

An adjunct faculty member who intends to cancel a class shall notify his or her Dean, Associate Dean or Director and is encouraged, but is not required to, propose a particular substitute. The appropriate administrator must be notified in advance of any proposed substitution and must approve of the proposed substitute. Substitutes shall be paid by the College at forty-five dollars (\$45.00) per contact hour except that librarians and counselors will be paid at their current clock hour rate. If a bargaining unit member substitutes for another bargaining unit member for longer than thirty (30) consecutive calendar days in a semester, the substituting adjunct will be paid for the course at no less than the regular adjunct faculty rate retroactively to the beginning of the substitution.

Any adjunct librarian or counselor who intends to miss assigned time may arrange exchanges with other adjunct librarians or counselors and note those changes as prescribed by the Dean or Executive Director. The librarian or counselor will promptly notify the appropriate supervisor of the exchange.

When an absence is due to illness or emergency, the librarian or counselor will notify the appropriate Dean, Executive Director or Chair per established procedures and the College will arrange for a substitute, if necessary. All hours worked will be paid at the adjunct's current rate of pay.

### 3. G. Required Attendance at Programs, Workshops, Seminars or Courses

Each semester, a Dean, Associate Dean or Director may specify development seminars or workshops that adjuncts may attend in order to meet state, federal or grant requirements. Whenever reasonably possible, adjuncts will attend required seminars at, or through, the College. For all such activities, an adjunct shall be reimbursed registration fees. For activities not held at a College facility, an adjunct shall be reimbursed mileage allowances (at the prevailing IRS rate) provided the adjunct has obtained advance written approval for such activities from the Dean, Associate Dean or Director. Reimbursements for these seminars and workshops will not count against the five thousand dollar (\$5,000) semester cap in Article 3. I. Adjunct faculty will not be compensated for attending programs, workshops, seminars, courses or meetings to meet federal, state or grant requirements under which an adjunct provides instruction.

Adjuncts who are required to attend programs, workshops, seminars or courses above and beyond state, federal or grant requirements will be compensated at the rate of at least thirty five dollars (\$35) per hour of attendance except that librarians and counselors will be paid at their current clock hour rate. For such activities, an adjunct shall be reimbursed registration fees and mileage allowances (at the prevailing IRS rate) provided the adjunct has obtained advance written approval for such activities from the Dean, Associate Dean or Director.

### 3. H. Resources for Members

The College recognizes the need to provide necessary resources including required course supplies and materials as determined by the division deans and associate deans. The College shall provide access to individual e-mail, voice mail, and mailbox and mail folders and shall provide shared office and storage space for each adjunct faculty member at the Grayslake, Southlake, and Lakeshore campuses for adjunct faculty members.

For the purpose of professional responsibilities, correspondence with students and communication between adjuncts and College administration, College-provided e-mail will be used.

### 3. I. Professional Development and Continuing Education

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 thousand dollars (\$12,000). 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.

- 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 interfere with the adjunct's teaching assignment or result in absences from any assigned class, then the adjunct must receive prior approval from the appropriate Dean.
- 6) In the semester following an adjunct's attendance at an approved professional development opportunity eligible under this section (3.1), 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.



## ARTICLE 4. ASSIGNMENTS

### 4. A. General Provisions Applicable to All Bargaining Unit Adjuncts

#### 1. Introduction

For the purposes of this Article, “semesters” include Fall and Spring semesters, but do not include Summer sessions or any other sessions unless specifically noted otherwise.

A “section” is defined as those described in the Fall or Spring Class schedule, with a department, course number, campus, and a specific time designation and of no less than three (3) credit hours or the equivalent of one hundred twenty clock hours in the case of counseling or librarian services.

Adjuncts shall be considered to be fully qualified to teach a specific course /counsel/provide librarian services if in the discretion of the assigning administrator the adjunct has the requisite education, training, and work experience as related to current technology and pedagogical techniques, and has had a continued history of successful performance at the College of Lake County.

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 his/her GFO status from one division or discipline to another and will retain his/her 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.

Assignment or reassignment of sections to adjunct faculty shall be the responsibility of College administrators with the assistance of appropriate staff and shall be based upon a continual assessment of the needs and interests of the students and the community served by the institution. Specific assignments shall be made by the administration and nothing herein requires the College to offer a specific section or course, or to offer an adjunct a section at a particular time or place, though a reasonable effort will be made to accommodate adjuncts’ preferences according to the Adjunct Assignment Preferences Form.

It is understood that the ordinary load for an adjunct is equal to or less than ten (10) load hours of instruction or four hundred (400) clock hours of counseling or providing librarian services, except that with the approval of the Vice President of Educational Affairs an adjunct may teach, counsel or provide librarian services in excess of ten (10) load hours or four hundred (400) clock hours per semester. Other College employment including, but not limited to, tutoring, advising, curriculum development and committee service shall not be considered part of the ordinary teaching load.

Nothing in this Article obligates the College to offer assignments or course sections to adjunct faculty members beyond those obligations set forth in Article 4.B. below regarding Good Faith Offer of Assignments.

## 2. Low Enrollment Classes and Additional or Non-Teaching Assignments

### a. Combining Low Enrollment Classes

A “stacked” class is defined as a class that represents the combination of two or more different (but related) courses or levels combined for instruction as one class. This section shall also include summer sessions.

The adjunct faculty member may reject a class which became “stacked” after the initial assignment was accepted. The rejection of such a class shall be treated as a withdrawn class in accordance with Article 4. B.

The College ordinarily will not stack classes with more than three (3) courses or levels, but if it does, the adjunct will be paid an additional stipend of one hundred dollars (\$100) for the course so stacked whether the course is stacked prior to or after acceptance by the adjunct to teach the course. The limitation and stipend do not apply to computer-based high school completion courses.

### b. Special Assignments

An adjunct faculty member who is requested to prepare a new course proposal or develop curriculum such as an online course will be paid on a load hour basis as determined by the Dean based on the estimated time to complete the project.

An adjunct faculty member, if requested by the Board, who sponsors an academic club will be paid at the Board-approved rate.

An adjunct faculty member who is assigned as a resource person (as determined by the Union president and Vice President of Educational Affairs) will be paid no less than thirty five dollars (\$35) per hour for the first eight (8) hours of work. The number of hours compensated will be

determined by the kind of responsibility and commitment demanded and will be recommended and approved by the Dean or Vice President of Educational Affairs and subject to mutual consent of the adjunct faculty members and the Dean or Vice President of Educational Affairs. Should the resource person be required to work more than eight (8) hours, the Union president and the Vice President of Educational Affairs will meet to determine a flat stipend to be paid to the adjunct faculty member for any additional hours worked beyond eight (8) hours.

Upon written approval, an Associate Dean, Dean or Director may compensate an adjunct faculty/counselor/librarian thirty five dollars (\$35) per hour for service on an academic committee or special project from divisional funds.

An adjunct faculty member who is asked to develop a workshop or conduct a workshop shall be compensated at no less than thirty five dollars (\$35) per hour. The number of hours compensated will be determined by the kind of responsibility and commitment demanded and will be recommended and approved by the Dean or Vice President of Educational Affairs and subject to mutual consent of the adjunct faculty members and the Dean or Vice President of Educational Affairs.

Nothing herein restricts the Board in its discretion from deciding whether or not to conduct a co-curricular activity or to assign or not to assign an adjunct or any other person to the activity.

The adjunct faculty member shall have the right to refuse any request to perform a special assignment.

### 3. Withdrawn Assignments

#### a. Teaching Assignments

For class sections whose first scheduled class meeting is prior to the College's "10<sup>th</sup> day" (the official census date as determined by IEPR) of the semester: If any section assignment is withdrawn within five (5) weekdays prior to the first day of the semester, the adjunct shall be paid eighty dollars (\$80) for the first credit hour of the section and forty dollars (\$40) for every credit hour thereafter; except that this cancellation shall not be paid when the withdrawn section is substantively identical to the one still assigned to the adjunct in the same semester or if the adjunct is offered a substantively identical course section to replace the withdrawn course. The cancellation date shall be the date of notification to the adjunct.

For class sections whose first scheduled class meeting is after the

College's "10<sup>th</sup> day" (the official census date as determined by IEPR, e.g. "late start" classes) of the semester: If any section assignment is withdrawn within five (5) weekdays prior to the first day that the specific course section had been scheduled to meet, the adjunct shall be paid eighty dollars (\$80) for the first credit hour of the section and forty dollars (\$40) for every credit hour thereafter; except that this cancellation shall not be paid when the withdrawn section is substantively identical to one still assigned to the adjunct in the same semester or if the adjunct is offered a substantively identical course section to replace the withdrawn course.

If any section assignment is cancelled after the course section starts to meet, the adjunct will be paid *pro rata* for the portion of the classes taught (but not less than the cancellation stipend) and will not be paid the cancellation stipend above. An adjunct, whose section assignment is cancelled after mid-semester of the course section, will be paid as if the entire class had been taught.

b. Librarian and Counselor Assignments and Schedules

For adjunct librarians and counselors: If a librarian or counselor has his/her load reduced to less than one hundred twenty (120) clock hours within five (5) weekdays prior to the first day of the Fall and Spring semesters, the librarian or counselor shall be paid eighty dollars (\$80) for the first forty (40) clock hour reduction and forty dollars (\$40) for every forty (40) clock hour reduction thereafter. For reductions resulting in a load less than one hundred twenty (120) clock hours which are not in forty (40) clock hour increments, the College shall calculate a prorated payment.

A librarian or counselor, whose section assignment is cancelled after mid-semester, will be paid for hours worked up to that date and guaranteed no less than hundred twenty (120) clock hours of work for that semester.

Notification of schedule is not final and does not preclude further changes as full-time faculty schedules and responsibilities change. The semester schedule, with adjunct input, may be subject to modifications as full-time faculty schedule and responsibilities change.

4. B. Applicable Only to Bargaining Unit Adjuncts Entitled to a Good Faith Offer of Assignment

A "good faith offer" is made where the scheduling administrator of an adjunct's primary division/discipline has given serious consideration to the adjunct's availability reflected in the assignment request form and qualifications and, if necessary, held discussions to determine whether there may be times other than those reflected on the preference form when the adjunct is available to teach

/counsel/provide librarian services or additional qualifications the adjunct may have in order to teach courses/counsel/provide librarian services within the adjunct's primary division/discipline other than those reflected on the preference form.

1. Eligibility for Good Faith Offer of Assignment

Eligible adjuncts shall be members of the bargaining unit and shall have taught at least three (3) credit hours for six (6) semesters or more or shall have provided at least one hundred twenty (120) clock hours of counseling or librarian services for six (6) semesters or more since Fall 2000.

The Board shall provide to the Union a list of adjuncts eligible for good faith offers, as defined by this subsection, no later than the eighth (8<sup>th</sup>) week of the semester immediately preceding the semester the adjuncts are entitled to the offer. For example, the list for assignments in the Fall semester shall be available in the eighth week of the Spring semester of that calendar year.

2. Assigning Sections

- a. To be considered for a good faith offer of an assignment for Fall semester, adjuncts must submit a Adjunct Assignment Preferences Form no later than the Friday after Spring Break, and for the Spring semester no later than October 15. Adjuncts on a break of service as defined in Article One, who are still a member of the unit, must submit a Adjunct Assignment Preferences Form by these dates if they wish to be considered for a good faith offer for the following semester.

The College may begin making assignments as soon as all Adjunct Assignment Preference Forms from adjuncts eligible for a good faith offer are received by the department.

- b. Each eligible teaching adjunct shall be notified of his/her Good Faith Offer Fall semester assignment no later than the first Monday of the preceding summer session, and for Spring semester Good Faith Offer assignments each eligible adjunct shall be notified no later than the last day of the preceding Fall semester (i.e. the last day of Finals week). Notification shall be made by CLC e-mail.

Each eligible adjunct librarian or counselor shall be notified of his/her Good Faith Offer Fall semester assignment no later than July 31<sup>st</sup> and for Spring semester Good Faith Offer assignments each eligible adjunct shall be notified no later than the last day of the preceding Fall semester (i.e. the last day of Finals week). Notification shall be made by CLC e-mail.

- c. Each adjunct must accept or reject the assignment within five (5) business days of receiving notification. Receipt by adjunct of notification will be deemed to be the day after the e-mail was sent. Division deans may waive these deadlines if a particular situation dictates. If the College's technology department determines that the College's email system was interrupted for three (3) continuous hours or longer during the five (5) business day period, adjuncts will receive an additional day for each day or portion of the day the College's email system was so interrupted.
- d. Nothing prohibits the College from using the Adjunct Assignment Preferences Form for adjuncts who are not eligible for a good faith offer.

### 3. Variation to Assignment Process

- a. If the Board is unable to make a good faith offer to an adjunct by the required date, then the Board shall notify the affected adjunct and the Union and continue to make a reasonable effort towards a good faith offer until the first day of classes.
- b. The Board may withdraw an adjunct's section assignment when that assignment exceeds one (1) section, the section assignment was not formally accepted by the adjunct within the five day period after notification, or the adjunct is not a member of the CLC-AFO bargaining unit.
- c. If an eligible adjunct's only section assignment is withdrawn for whatever reason (e.g., the class has been assigned to a full-time instructor or the class has been cancelled), the Board shall make a reasonable effort to reassign the adjunct whose section has been withdrawn at least a three (3) credit hour/one hundred twenty (120) clock hour section. The Board may, but is not required to, reassign a section already assigned to another adjunct or full-time instructor to the adjunct whose only section has been withdrawn. The Board may not withdraw an eligible adjunct's only section assignment in order to make a reassignment to any other adjunct. Each semester, the Vice President of Educational Affairs or designee will notify Department Chairs and other parties tasked with making assignments, with a copy to the Union President, that if a GFO'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.
- d. If an adjunct rejects the proposed assignment, the Dean, Director or Associate Dean may at his or her discretion provide additional good faith offers. If an adjunct ultimately rejects good faith offer(s) and does not teach/counsel/provide librarian services at the College for the semester in question, then that semester shall count toward a break in service as described in Article One.

- e. If an adjunct accepts an assignment and subsequently declines the assignment within ten (10) week days of the start of class for teaching assignments or that semester's first scheduled work day for counselors and librarians, absent exigent circumstances (e.g., the death of an immediate family member or domestic partner or serious medical condition of the adjunct or the adjunct's immediate family member or domestic partner), the adjunct must teach/counsel/provide librarian services another six (6) semesters in order to be eligible for "good faith offer" status.

#### 4. Unavailability of Sections

Teaching Adjuncts: The College need not make a good faith offer to an otherwise eligible adjunct when there are insufficient available courses or classes which the adjunct is qualified to teach. [This may occur due to such factors as a reduction in the number of courses or classes offered, discontinuance of course offerings or areas of instruction, other changes in curriculum or employment of full-time faculty.] 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. In such courses or classes, the College will make reasonable efforts to first offer assignments to adjuncts eligible for the good faith offer prior to making offers to adjuncts who are not eligible for the good faith offer. Failure to teach due to the unavailability of courses or classes counts toward a break in service.

Librarian/Counselor Adjuncts: The College need not make a good faith offer to an otherwise eligible adjunct when there are insufficient clock hours available for an adjunct's primary assignment. [This may occur due to such factors as a reduction in the number of clock hours offered, or other changes in curriculum or employment of full-time faculty.] If the College does not make a good faith offer due to a lack of available clock hours, it will so notify the affected adjuncts and the Union. In such cases, the College will make reasonable efforts to first offer assignments to adjuncts eligible for the good faith offer prior to making offers to adjuncts who are not eligible for the good faith offer. Failure to counsel or provide librarian services due to the unavailability of clock hours counts toward a break in service.

#### 5. Unsatisfactory Performance

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.

If an administrator or designee other than a Dean or Associate Dean believes that the adjunct's performance is unsatisfactory based on a classroom observation or counselor/librarian observation, the Dean or Associate Dean must observe the adjunct prior to delivering the unsatisfactory evaluation. (In the case of librarians and counselors, the Dean or Executive Director must observe the adjunct before delivering an unsatisfactory evaluation.) The parties acknowledge, however, that the College may use information other than classroom/counselor/librarian observations by a Dean or Associate Dean (or a Dean or Executive Director in the case of librarians and counselors) for determining an adjunct's performance has been unsatisfactory and for placing the adjunct on remediation.

Observations, assessments or any other evaluative materials conducted or produced by mentors shall not be used in the formal evaluation or remediation process and shall not be placed in the personnel file. Mentors shall not be part of the formal evaluation or remediation process.

If during the next semester the adjunct teaches/counsels/provides librarian services following such notification, in the sole opinion of the Dean, the adjunct's performance has not improved sufficiently the adjunct thereafter shall not be granted an assignment at the College. If, in the sole opinion of the Dean, the adjunct's performance has improved sufficiently, then the adjunct will be granted assignments in the usual and customary manner and the adjunct's Good Faith Status will remain unaffected.

For reasons deemed irremediable including, but not limited to, failure to follow College of Lake County policies or procedures, failure to appear for a teaching/counseling/librarian services assignment, inappropriate comments or behavior towards students or staff, insubordination, abusive conduct, sexual harassment or conduct which may result in injury to students, staff or any other person, the Dean may at his or her discretion refrain from assigning an adjunct teaching sections. The Board shall provide timely notification of such determinations to the Union.

The Union may grieve a failure to follow the procedures set forth in Section 4.B.5 but may not grieve the decision not to reemploy or the determination by a Dean or the Board that the performance or conduct of the adjunct warrants being placed on this remediation process or terminated or not reemployed.



## ARTICLE 5. CONDITIONS OF EMPLOYMENT

### 5. A. Academic Freedom

It is assumed that each adjunct faculty member shall engage in those activities which shall at no time be detrimental to the College of Lake County. Adjunct faculty members shall be free to present instructional materials which are pertinent to the subject and level taught and shall be expected to present all facets of controversial issues in an unbiased manner.

Adjunct faculty members may participate in any activity or organization that is not in direct violation of the policies of the Board of Trustees of Community College District 532 or of the laws of the State of Illinois or the United States of America. The Board of Trustees of Community College District 532, or its appointed administrators, shall not discriminate in any way against any adjunct faculty member by reason of participation or membership in adjunct faculty or student organizations, or religious, political, social, organizations or activities which are not in violation of the policies and laws described above.

Academic freedom is defined in the following Statement of Principles established by the American Association of University Professors, which is set forth herein as an expression with which the parties find agreement as a statement of general objectives and guidelines.

1. The adjunct is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
2. The adjunct is entitled to freedom in the classroom in discussing his/her subject, but the adjunct faculty member should be careful not to introduce into his/her teaching controversial matters (which have no relation to his/her subject). Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
3. The College or university adjunct is a citizen, a member of a learned profession, and an officer of an education institution. When the adjunct faculty member 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 officer, the teacher should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, the adjunct faculty member should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and

should make every effort to indicate that he/she is not an institutional spokesperson.

#### 4. Faculty Assignment of Grades

Adjunct faculty members shall be responsible for the determination and issuance of academic grades for the courses they teach, and in the event of an appeal Board policy, then in effect, will be followed.

#### 5. B. Intellectual Property

Instructional materials, programs, or any other work product (“Intellectual Property”) developed by an adjunct faculty member exclusively on the member’s time and at the member’s expense shall belong to the adjunct faculty member. Intellectual property developed by an adjunct faculty member exclusively on College time and at College expense shall belong to the Board. Intellectual property developed under circumstances where the adjunct faculty member and the College have both contributed to development costs shall belong to the adjunct faculty member and the College in such proportionate ownership shares as they shall negotiate on a case by case basis.

Works for hire prepared by the adjunct faculty members for the College shall be the exclusive property of the College.

Nothing herein limits the right of the College to have the right of use and access to instructional materials for the following purposes: response to requests by crediting agencies; providing course information to students; assisting students in completing an assigned incomplete for which materials have been created, in the event of the absence of the instructor; to help respond to requests for information relating to a student’s transfer to other institutions; to use as models for other faculty; and to respond to formal complaints about a course in which a student has been enrolled.

If intellectual property is owned exclusively by the adjunct faculty member, the Board may use such property only with the consent of the adjunct faculty member. If intellectual property is owned exclusively by the Board, the adjunct faculty member may use such property only with the consent of the Board. If intellectual property is jointly owned by the adjunct faculty member and the Board, then any use of such property for other than College instructional or in-service purposes shall be negotiated on a case by case basis.

In no event shall video or audio recordings of an adjunct faculty member’s lecture, performance, or presentation be made or used by the College without the written consent of the adjunct faculty member. Adjunct faculty members will not

record in video or audio form any class without the express written permission of the adjunct faculty member's dean or director.

#### 5. C. Adjunct Faculty Responsibilities

The Board and the Union recognize that teaching responsibilities include the construction of a class syllabus consistent with the discipline generic course syllabus / outline which stipulates, among other things, course objectives, content, and grading criteria. Preparation of class presentations, instructional materials, desired student outcomes, delivery of instruction, grading, consultation with and evaluation of students, as well as the maintenance of clear records on student performance are also part of the teaching duties. Adjunct faculty may also be responsible for other related duties as assigned including, but not limited to, class preparation, completion of forms and other duties related to the teaching assignment.

The Board and the Union recognize that librarian responsibilities include collection development, teaching instructional sessions and assignment to the reference desk and performing special projects and responsibilities at the Dean's discretion. Adjunct faculty performing librarian services may also be responsible for other related duties as assigned including, but not limited to, completion of forms and other duties related to the assignment.

The Board and the Union recognize that counselor responsibilities may include counseling, advising, teaching, conducting support groups and performing special projects and responsibilities at the Dean's discretion. Counselors have a special professional responsibility to maintain confidential student information. Adjunct counselors may also be responsible for other related duties as assigned including, but not limited to, completion of forms and other duties related to the assignment.

Adjunct faculty will not be required to register their section(s) of students.

#### 5. D. Requirements of Adjunct Faculty Overseeing Clinical Experiences

The Board and the Union recognize that in the case where adjunct faculty members whose students participate in a clinical experience and are required by an outside agency (e.g. hospital) to submit to a drug test and/or criminal background check, the following shall apply:

##### Drug Testing Procedure

- 1) Adjunct faculty shall undergo a urine drug screen at College expense during an academic term during which he/she teaches but no more than

once in a fiscal year unless otherwise required by the clinical site. Whenever possible the drug screen will occur on or before the first day of the academic term during which the adjunct teaches.

- 2) The urine drug screen will be conducted at a hospital or facility designated by the College.
- 3) The Director of Nursing Education or other appropriate administrator will notify the adjunct faculty member of the date and time to complete the drug screen according to the instructions provided by the administration.
- 4) At the time of testing, the adjunct faculty member will sign a Urine Drug Screen consent, provide a picture ID upon request and follow the instructions of the screening representatives. The College will direct the testing hospital or facility to split the urine samples and to test one sample and to maintain the other sample for future testing if necessary.
- 5) The result of the urine drug screen will be reported to the Office of Director of Human Resources.
- 6) If the initial drug screen is positive, the adjunct faculty member will be provided the opportunity to have the split sample tested if one exists, to provide information to refute the positive result or, at the College's expense, complete a more extensive drug test.
- 7) If the positive drug test result is not adequately refuted, the adjunct faculty member will not be permitted to supervise clinical experiences and will be terminated from employment and not be re-employed. The College may at its discretion rehire the employee at a later time if it believes the employee is not using and will not use drugs in the future and poses no risk to patients, students or staff.

#### Criminal History Background Check Procedure

- 1) Adjunct faculty will complete a consent form to perform a criminal history background check as required for the College to obtain a criminal history background on that adjunct faculty member.
- 2) The results of the criminal history background check will be reported to the Office of the Director of Human Resources.
- 3) If an adjunct faculty member's criminal background history check reveals a disqualifying conviction, as defined in the Illinois Health Care Worker Background Check Act, or one which is related to health care program-related fraud or patient abuse, or identified the faculty member as a sexual predator, or which otherwise indicates that the faculty member is not

suitable for work at a Clinical Agency, the adjunct faculty member will not be permitted to supervise clinical experiences and will be terminated from employment and not be re-employed. Before taking such action, however, the appropriate administrator will meet with the adjunct to inform the adjunct of the results of the criminal background history check and to provide the adjunct an opportunity to refute, correct or explain the results.

#### 5. E. Retiring Adjunct Faculty

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.

## ARTICLE 6. LEAVES OF ABSENCE

### 6. A. Personal Leave

Each adjunct faculty member shall be allowed one (1) non-cumulative work day absence each semester without loss of pay for illness of the adjunct faculty member or to attend to important personal matters which cannot be handled during non-working hours. Adjunct faculty who have taught ten (10) semesters (Fall and Spring during or after Fall 2000) shall be allowed one (1) additional, non-cumulative, work day absence per the above terms each academic year, which day may be used in Fall or Spring semester.

Adjunct faculty may be required to complete a form and to document the reason for the absence. Notification of absence must be provided to the Dean, Associate Dean or Director as early as reasonably possible. Failure to notify the College according to this procedure, except in a verified emergency, will result in the loss of compensation for that date.

Uncompensated absences equal to, or less than, thirty (30) consecutive calendar days will be deducted at the rate of forty-five dollars (\$45) per classroom contact hour. Uncompensated absences which exceed thirty (30) consecutive calendar days will be pro-rated on total actual class contact hours for an adjunct faculty member at his/her respective pay rate. The College, however, reserves the right to cancel and terminate the contract of an adjunct who is absent for thirty (30) or more consecutive calendar days in a semester.

### 6. B. Bereavement Leave

An adjunct faculty member shall be eligible for paid bereavement leave, beginning on the day of the next regularly scheduled class meeting, as follows:

Up to five (5) consecutive calendar days for each death in the immediate family (spouse, domestic partner, son, daughter, mother, father, brother, sister, corresponding in-law or step relation, or any person for whom the member is the legal guardian).

### 6. C. Jury Duty Leave

Adjunct faculty members who are subpoenaed as witnesses or summoned as jurors shall be granted leave to attend the proceeding with pay, but any payment received for such duty or attendance during assigned work hours shall be tendered to and signed over to the College. An adjunct faculty member so

summoned will make every effort to meet her or his obligations to the College when the faculty member's services are not required by the Court.

6. D. Military Leave

The College will abide by and coordinate military leaves pursuant to all applicable federal and state laws including but not limited to USERRA and the Illinois Local Government Employees Benefit Continuation Act.

Members returning from extended military service shall be informed of their rights by the appropriate Human Resources staff and/or their department chairpersons.

6. E. Professional Meeting Leave

To attend professional development activities, at the discretion of the appropriate Dean or Director, an adjunct may be granted leave without pay deduction of one (1) or more calendar days per academic year provided the adjunct gives notice of the request at least fourteen (14) calendar days to the Dean or Director.

6. F. Leave for Conducting College Business

Adjunct faculty members requested by the College to do work on behalf of the College and with the Dean's approval (e.g. Presidential Search, travel, presentations, etc.) shall not be docked pay or personal leave for any related absence.

The adjunct will make every reasonable effort to avoid College conflicts which would cause the adjunct to be absent from class, and the adjunct must contact the Dean or Director as soon as a conflict appears to be possible. The Dean's or Director's decision as to whether the adjunct will be granted leave for conducting College business will be final and not grievable.

**ARTICLE 7. COMPENSATION AND BENEFITS**

7. A. Compensation

Commencing with Fall semester of 2012, adjunct teaching faculty shall be compensated per load hour of instruction on the following compensation schedule. For the purpose of compensation schedule placement, a semester shall be defined as a Fall or Spring and no other term. The pay rate for Summer session compensation shall be the pay rate of the immediately preceding Spring session.

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

Commencing with Fall semester of 2012, adjunct librarians and counselors shall be compensated per clock hour of work on the following compensation schedule. For the purpose of compensation schedule placement, a semester shall be defined as a Fall or Spring and no other term. The pay rate for Summer session compensation shall be the pay rate of the immediately preceding Spring session.

<b><u>Per Clock Hour Compensation Schedule*</u></b>			
	<b><u>2012-13</u></b>	<b><u>2013-14</u></b>	<b><u>2014-15</u></b>
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

Only Fall and Spring semesters worked during or after Fall 2000 will count toward moving from one pay rate category to another.

Adjunct faculty who have an earned doctorate shall receive a per semester (Fall, Spring and Summer) stipend of three hundred dollars (\$300). Adjuncts must submit transcripts and academic records establishing that they have been awarded an earned doctorate from a regionally or nationally accredited institution, no later than September 30<sup>th</sup> for reimbursement for Fall semester teaching and February 1<sup>st</sup> for reimbursement for Spring semester or Summer session teaching. The earned doctorate stipend will be paid during the middle of each semester (Fall, Spring and Summer) and is generated from documentation on file in the Human Resources Department.



The per load hour compensation rate for adjunct faculty members in their first or second semesters at the College will not be more than Pay Rate 1 of the above compensation schedule.

7. B. Health Insurance

Effective with the 2006-2007 academic year, the College will offer all adjunct faculty access to health insurance, at the adjunct faculty member's expense, under a general health care plan to be selected by the College.

7. C. SURS Payments

From the compensation paid pursuant to Article 7. A., the Board shall deduct and remit for each adjunct faculty member the amount due for the member's contribution (currently 8%) pursuant to the State Universities Retirement System (SURS). Such contributions are intended by the parties to be tax deferred and not income in the tax year in which they are paid, subject to applicable law and IRS rules and regulations.

7. D. Tuition Waiver

Each adjunct faculty member, the member's spouse, adjunct's partner in a civil union recognized under Illinois law (750 ILCS 75/1 et seq.), and dependent children twenty-three (23) years of age or younger shall be eligible to enroll tuition free in one credit course eligible for employee reimbursement under College policy offered by the College for the semester that the faculty member is teaching and in the summer semester if the adjunct faculty member teaches in the immediately preceding Fall and Spring semesters. The right to participate hereunder shall not include the right to avoid payment of any student activities or laboratory, materials or other supplementary fees required for such course(s).

7. E. Deferred Compensation Plans

If the Board generally makes available a Section 403(b) or Section 457 deferred compensation plan to College of Lake County employees, it will make such programs available to adjunct faculty members.

7. F. Faculty Senate

The Board will provide a stipend to a maximum of two (2) adjuncts at any time who have been elected to the Faculty Senate for attendance at Faculty Senate

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 Faculty Senate subcommittees unless approved by the Vice President of Educational Affairs.

7. G. Diversity Commission

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.

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.

## ARTICLE 8. GRIEVANCE PROCEDURE

### 8. A. Objective

It is the declared objective of the Union and the Board to encourage the prompt resolution of the grievances and complaints of adjunct faculty members covered by this Agreement as they arise and to provide recourse through orderly procedures for the satisfactory adjustment of grievances and complaints.

### 8. B. Definition

A grievance is defined as a complaint by an adjunct faculty member, a group of adjunct faculty members, or the Union that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement.

### 8. C. Days

“Days” shall mean days on which the Office of the Director of Human Resources is open.

### 8. D. Time Limits for Filing

The written grievance shall be filed either by the Union 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 or the Union might reasonably have become aware of the occurrence. Time limits may be extended by mutual written agreement. Failure of the Board to communicate a decision within the specified time limits shall automatically move the grievance to the next step. Failure by the grievant or the Union to take action in the grievance structure by the specified time limits shall constitute a waiver of any further rights to grieve that specific violation by the grievant or the Union.

### 8. E. Informal Step

The Board and the Union agree that a formal grievance may be avoided if the affected adjunct faculty member and the appropriate supervisor are able to discuss and resolve problems informally. When a cause for complaint occurs, the affected adjunct faculty member(s) or the Union shall request a meeting with the appropriate division dean in an effort to resolve the complaint informally.

If a complaint is not resolved informally, the formal grievance procedure shall occur as follows:

8. F. Formal Grievance Steps

1. Step One: The grievant(s) and/or Union shall submit a written grievance to the division dean within thirty (30) days of the date of the occurrence giving rise to the grievance or from the date when the grievant or the Union might reasonably have become aware of the occurrence. Upon receipt of the grievance, the division dean shall schedule a meeting with the grievant(s) or Union within fifteen (15) days of receipt of the written 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 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 meetings. Within fifteen (15) days of the meeting, the division dean shall render a written decision with reasons provided of which a copy shall be forwarded to the grievant(s) and the Union.
2. Step Two: If the grievant(s) and/or Union are dissatisfied with the decision at Step One of the formal grievance procedure, the grievance may be forwarded at Step Two to the Vice President of Educational Affairs within fifteen (15) days of the decision rendered at Step One. Within fifteen (15) days after so submitted, the Vice President of Educational Affairs shall schedule a meeting with the grievant(s) or Union within fifteen (15) days of receipt of the forwarded grievance. Within fifteen (15) days of the meeting, the Vice President of Educational Affairs shall render a written decision with reasons provided of which a copy shall be forwarded to the grievant(s) and the Union.
3. Step Three: If the Union is dissatisfied with the decision of the formal grievance procedure at Step Two, it may submit its intention to arbitrate within thirty (30) days after the date the decision is due by the Vice President of Educational Affairs. The arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its procedures, and the American Arbitration Association shall likewise serve as the administrator of such arbitration proceeding.

8. G. Authority of Arbitrators

The arbitrator shall have no rights to alter, amend, modify, nullify, ignore, enlarge, add to, delete or subtract from the provisions of this Agreement, work rules or Board policy. The arbitrator shall consider and decide only the specific issue(s) submitted and shall have no authority to make any decision on any other issue

not submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable laws and rules and regulations having the force of law. The decision of the arbitrator shall be final and binding on the parties and the adjunct faculty.

8. H. Expense and Location of Arbitration Hearings

Each party shall bear the full costs for its representation, witnesses, and/or experts in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties except that any late postponement or cancellation fee assessed by AAA or the arbitrator shall be borne by the responsible party. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, or the arbitrator requests a transcript, the cost thereof shall be divided equally between the parties.

Unless otherwise agreed, arbitration hearings will take place at a suitable site at the Grayslake Campus, mutually agreeable to the parties.

8. I. Miscellaneous Provisions

1. Nothing contained in this Article shall prevent the parties from settling an alleged grievance to their mutual satisfaction at any time prior to the issuance of the arbitrator's decision.
2. Conferences, meetings and hearings held under this grievance procedure shall be limited to those persons specified in the procedure, witnesses, resource persons required by either party and representatives for the parties. These meetings shall be scheduled at a time and place mutually agreeable to the Board and the Union. No adjunct faculty member entitled to be present shall suffer loss of pay because of participating in this grievance procedure.

## ARTICLE 9. TECHNICAL CLAUSES

### 9. A. Separability

#### 1. Effect of Agreement

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written agreement.

#### 2. Separability

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, then such provision shall be deemed deleted from this Agreement to the extent that it violates the law. The parties will promptly meet to seek to renegotiate such provision.

#### 3. Complete Understanding

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise accrue to them under law to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

### 9. B. Typing and Printing of the Agreement

The Union and Board jointly shall be responsible for preparing and typing the final version of this Agreement for execution by the parties. Upon execution of the Agreement, the Board will be responsible for the cost of printing the Agreement. The cost of distributing the Agreement to existing employees will be shared by the Board and the Union. The Board shall be responsible for distributing the Agreement to new employees.

9. C. Duration

This Agreement shall become effective on the first faculty employment day of the 2012-13 academic year and shall continue in effect through 11:59 p.m. of the day preceding the first faculty employment day of the 2015-16 academic year. If agreement shall not have been reached sixty (60) calendar days prior to the expiration date first set forth in the preceding paragraph, either party may give written notice to the Federal Mediation and Conciliation Service.

9. D. No Strike

The Union agrees not to strike for the duration of this Agreement.

9. E. Management Rights

It is expressly understood and agreed that all functions, rights, powers or authority of the Board of Trustees which are not specifically limited by the express language of this Agreement or by the Illinois Educational Labor Relations Act are retained by the Board, including but not limited to, the right to control, supervise, evaluate, discipline and manage the College and its adjunct faculty; to determine and administer education policy; and to operate the College and direct the adjunct faculty.

IN WITNESS WHEREOF:

For the College of Lake County  
Board of Trustees, District #532  
Lake

For the College of Lake County  
Adjunct Faculty Organization,  
County Federation of Teachers,  
Local 504, IFT-AFT/AFL-CIO

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Memorandum of Agreement

### Music Adjunct Faculty – Treatment and Salary Levels

The College and the Union agree to the following as it is in the best interest of both parties:

1. Music instructors' salaries are coordinated with salary levels as stated in the Collective Bargaining Agreement.
2. Music instructors will continue to be assigned teaching loads according to student demand, as is the current practice.
3. For the purposes of individual music instruction, "three credit hours" within the clause "assignment of at least three (3) credit hours of instruction for three (3) consecutive semesters excluding summer session" refers to equivalent load hours of instruction (example: 8 credit hours of music lesson instructions  $\times$  0.38 = 3.04 load or credit hours, while 3 credit hours of teaching a music class = 3 load or credit hours).
4. The Dean of Communication Arts, Humanities, and Fine Arts currently uses a multiplier of 0.38 to determine the number of load hours for individual music instruction and this multiplier shall be maintained as it allows deans and chairs (coordinators) to combine standard teaching assignments with individual music instruction.
5. For the purposes of calculating a music instructor's ordinary teaching load, the practice of truncating any decimal portion of the load hours will be continued (example: an adjunct with 10.625 load hours for a semester would be considered teaching an ordinary load of 10 load or credit hours).
6. Music instructors are eligible for a good faith offer three semesters after joining the bargaining unit as defined in the Collective Bargaining Agreement.
7. It is agreed that it is in both parties' interest to lower the stakes for any agreement that applies to music instructors for the life of the contract. Thus, the use of a multiplier of 0.38 for individual music instruction should not set a formal precedent for any other situations that call for the use of a multiplier.

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Lake County Federation of Teachers  
(Local 504), IFT-AFT / AFL-CIO

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College of Lake County,  
Community College District No. 532



**MEMORANDUM OF UNDERSTANDING  
REGARDING CIVIL UNIONS AND DOMESTIC PARTNERSHIPS**

Previous Collective Bargaining Agreements between the parties have extended certain benefits to “domestic partners” who completed a “Confidential Affidavit of Domestic Partnership,” the purpose of which was to establish that the employee was in a committed personal relationship. The purpose of these procedures was to extend certain benefits to employees and their partners in such relationships who were unable to marry.

Since 2011, Illinois law now recognizes same sex and opposite sex couples who enter into civil unions which, by law, extend to an employee’s partner to a civil union “the same legal obligations, responsibilities, protections, and benefits as are afforded or recognized by the law of Illinois to spouses, whether they derive from statute, administrative rule, policy, common law, or any other source of civil or criminal law.” (750 ILCS 75/20).

Because the purposes of the domestic procedures and the “Confidential Affidavit of Domestic Partnership” have been addressed by this legislation, the College will not accept “Confidential Affidavits of Domestic Partnership” for purposes of extending any benefits (including benefits under Article 7.D “Tuition Waiver”) to an employee’s domestic partner after April 1, 2012. 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.

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Lake County Federation of Teachers  
(Local 504), IFT-AFT / AFL-CIO

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College of Lake County,  
Community College District No. 532

**MEMORANDUM OF UNDERSTANDING  
REGARDING SERVICE RECOGNITION**

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.

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Lake County Federation of Teachers  
(Local 504), IFT-AFT / AFL-CIO

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College of Lake County,  
Community College District No. 532