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Article One Recognition and Definitions

1.1 Recognition

The Board of Trustees of Illinois Community College District No. 525 (henceforth referred to as “the Board”), State of Illinois, recognizes the Joliet United Adjuncts Coalition (JUAC), IEA-NEA (henceforth referred to as the “Union”), as the exclusive bargaining representative for all adjunct/part-time faculty teaching three or more hours; excluding all other employees employed by the Employer and all supervisors, managerial, confidential, and short-term employees as defined by the Illinois Education Labor Relations Act.

The non-credit Bargaining Unit members are those assigned to teach 45 or more clock hours per semester or summer session of General Education Development (GED), English as a Second Language (ESL), Basic Skills (BSKL), Work Place Skills (ESLW), Spanish GED (SPGED), and Citizenship (CITZ).

Specifically excluded from the bargaining unit are: 1) non-credit grant funded instructors if they do not teach General Education Development (GED), English as a Second Language (ESL), Basic Skills (BSKL), Work Place Skills (ESLW), Spanish GED (SPGED), and Citizenship (CITZ) courses; 2) non-credit instructors in Traffic Safety, CPR and Lifelong Learning; 3) non-credit fire science instructors who teach non-credit courses which last one day per semester; 4) non-credit nursing instructors who teach non-credit courses which last one day per semester.

Specifically excluded from the bargaining unit are the College President, Vice-Presidents, and Deans. Also, specifically excluded from the bargaining unit are supervisors, managerial, and confidential employees as defined by the Illinois Education Labor Relations Act.

1.2 Board of Trustees Legal Authority and Representatives

The Board and the Union recognize that the Board shall retain whatever rights and authority are necessary for it to effectively carry out its responsibilities granted to it by the Illinois Public Community Colleges Act and other applicable laws, except as limited by the written provisions of this Agreement, and through its President or designees reserves final authority in all assignments. To this end, the Board manual of policies will include items not covered by this contract, which policies shall be consistent with the provisions of this Agreement. The College has a right to establish, plan, direct and control the College's mission, programs, objectives, adjectives, rules and regulations and College operations.

1.3 Determination of the Bargaining Unit

Each semester the Board shall determine membership in the bargaining unit, based upon the criteria in Section 1.1 of this contract, and shall notify the Union of the unit

determination by September 15 of the fall semester and February 1 of the Spring Semester. Bargaining unit lists shall be provided to the Union electronically.

Article Two Union-Board Relations and Union Activities

2.1 Union Board Relations

Membership in the Union or any other employee organization not affiliated with the Board shall not be a condition of employment for any Adjunct. The Board and the Union shall not interfere with, intimidate, restrain, coerce, or discriminate against the Adjuncts or District 525 or the Board because of membership or non-membership in the Union.

2.2 Fair Share

If an Adjunct covered by this Agreement does not join the Union, such Adjunct member shall:

Thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Union or pay a fair share fee to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state and national dues.

In the event that the bargaining unit member does not pay his/her fair share fee directly to the Union by a certain date as established by the Union, the Employer shall deduct the fair share fee from the wages of the non-member. Such fee shall be paid to the Union by the Employer no later than fifteen (15) days following deduction.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

(a) The Employer gives immediate notice of such action in writing to the Union and permits the Union intervention as a party if it so desires, and

(b) The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type

of willful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by this Article.

The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Union policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

2.3 Statistics and Records

The Board shall make available to the Union upon its request any and all statistics and records which are public information and which are relevant to negotiations or necessary for the processing of a grievance or the enforcement of the terms of this agreement within a reasonable amount of time.

2.4 Union Release Time

The Board agrees to provide support to the Union President and/or his/her designee(s) for the purpose of conducting Union business. The support shall be a non-teaching assignment equal to four (4) credit hours per semester for this purpose. The amount paid shall be at the base rate for each contract year, no matter the seniority of the office holder, and such hours shall not count toward the officer's workload limit. The Union shall designate how the hours are to be assigned and inform the college.

2.5 Facilities and Equipment

The Union may make use of College facilities and equipment within the guidelines of established Board policy.

2.6 Scheduling Union Meetings

Before scheduling Union meetings, the officers shall check the calendar of the school schedule to make certain there are no conflicting meetings called for that time and immediately upon completion of such scheduling, notice shall be given to the President of the College. It is also recognized that the parties will find it necessary to schedule meetings that do not appear on the pre-planned calendar. If the Union sees the need for such an unscheduled meeting, it will so notify the President's office at least twenty-four (24) hours in advance. The President's office will, after checking its calendar, make every effort to make room for the meeting to be held after normal daytime teaching hours, and if unable to do so, will so notify the Union immediately.

2.7 Union Bulletin Board

The Union shall be provided with bulletin board space to post notices and other materials related to Union activities. The bulletin board space shall be labeled for Union use and only Union representatives shall have authority to post materials on the bulletin board, in accordance with college non-solicitation policies and procedures. All notices and materials must be signed or initialed by an authorized Union representative.

2.8 Union Use of Campus Mail Boxes

Union representatives shall have the right to place appropriate Union material in Adjunct mail boxes. All Union material placed in mail boxes must be Union related and materials must be signed or initialed by an authorized Union Representative.

2.9 Board Meeting Agenda Distribution

The Board shall furnish the Union President with a copy of the Board meeting agenda in advance of each regular or special Board meeting and notification in advance of a study session of the Board. A copy of the minutes of the immediate past meeting will be furnished to the Union President by noon on the second working day after these minutes have been officially approved by the Board.

2.10 Non-Discrimination

The Board and the Union agree that they shall continue their practice of not illegally discriminating on the basis of race, color, ethnicity, age, religion, national origin, gender, marital status, veterans status, disability, or sexual orientation.

2.11 Deduction of Union Dues

The Board shall deduct Union dues from the pay of each Adjunct from whom it receives written authorization, such deduction to be effective no later than thirty (30) calendar days after its receipt and to continue pursuant to its terms until amended or revoked. A list of the employees for whom deductions have been made and accounting of amounts collected and of amounts due shall be forwarded to the treasurer of the Union no later than fifteen (15) days after such deductions have been made. The Union agrees to refund to the Board any dues which may have been erroneously remitted to the Union.

2.12 Monthly Meeting with President or Designee

The President of the College and/or his/her designated representative shall meet with the President of the Union and/or his/her representatives at least once each month during the life of the agreement at a mutually agreeable time and place. Upon request either party shall indicate in advance the item(s) which it desires to discuss.

2.13 Distribution of Contracts

The Board shall furnish one (1) copy of the contract to every member of the bargaining unit. In addition, thirty-five (35) copies shall be provided to the Union President. Additional copies may be requested through the Human Resources office with ample notice.

2.14 Intention to Continue Contract Settlements

The members of JUAC, IEA-NEA, and District 525 Board of Trustees and Administration affirm their intention to continue the concept of productive preliminary discussions that can lead to acceptable and satisfactory early contract settlements. The scope of negotiations shall be as prescribed by law.

2.15 Integrity of the Bargaining Unit

The Board recognizes the integrity of the Bargaining unit, and shall not take any action directed at eroding it. The Board shall assign Bargaining Unit work to Bargaining Unit Members. The Board and its representatives shall not negotiate with any other labor organization or individual members on matters pertaining to the maximum number of credit hours, compensation, working conditions and fringe benefits of eligible adjunct instructors.

2.16 No Strike

The Union agrees that during the life of this Agreement, it will not authorize, call or encourage a strike by any bargaining unit employees and the Board agrees it will not lock-out employees.

2.17 Adjunct Meeting Participation

At the adjunct faculty welcoming dinner and at the new adjunct faculty orientation meetings, a table shall be provided for Union representatives. This table will be used to provide adjuncts with union information and membership applications.

Article Three Grievance Procedure

3.1 Formal Grievance Procedure

A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article or section of this agreement. Any affected Adjunct or the Union may present a grievance to the appropriate administrator provided the matter shall have first been discussed informally with such administrator. The grievance shall be in writing and shall 1) describe the alleged violation in detail, 2) cite the specific provision(s) of the Agreement allegedly violated, and 3) indicate the requested remedy. If the Union is not the grievant, a copy of the grievance shall be sent to the Union President by the grievant concurrent with its filing. The Board shall not take

any reprisals against any Adjunct or other College employee as a consequence of the filing of a grievance or participation in the grievance processing under this Article of the Agreement.

3.2 Step One

The grievance shall be filed with the appropriate administrator, typically the Adjunct member's immediate supervisor, within twenty days (20) of the occurrence of the event giving rise to the grievance or of the date when such event could reasonably have been ascertained or become known to the grievant. The administrator shall convene a meeting with the grievant to review the grievance provided such meeting to be scheduled no later than ten (10) days after receipt of the grievance. The administrator shall provide the grievant a written response to the grievance with a copy to the Union President or designee no later than ten (10) days after such meeting. During their first sixty (60) calendar days of employment, newly employed Adjunct members shall have an additional fifteen (15) days to file a grievance beyond that otherwise provided in this Agreement.

3.3 Step Two

If the grievance is not resolved at Step One, the grievant may within ten (10) days of receipt of the 3.2 answer, appeal such grievance to the appropriate Vice President. Such appeal shall be in writing and indicate the reason(s) therefore. The Vice President shall respond in the same manner as set forth in Step One, provided that if further investigation is needed, additional time may be allowed.

3.4 Step Three

If the grievance is not resolved at 3.3, the grievant may, within ten (10) days of receipt of the Step Two answer, appeal such grievance to the President or designee. Such appeal shall be in writing and indicate the reason(s) therefore. The President shall respond in the same manner as set forth in Step One.

3.5 Step Four Board

If the grievance challenges the disciplining or dismissal of an adjunct faculty member and the grievance is not resolved, the affected adjunct faculty member may within ten (10) days of receipt of the answer appeal to the Chairperson of the Board of Trustees. Such appeal shall be in writing and indicate the reason(s) therefore. The Board of Trustees shall consider such appeal at the next regularly scheduled meeting. Such meetings shall be closed to the public, but the Union shall have the right to have a representative present. The Board of Trustees shall respond in the same manner as set forth in Step One.

3.6 Step Five Arbitration

If the Union is not satisfied with the disposition of the grievance at Step Three or when applicable Step Four, it may submit the grievance to arbitration by filing a demand for the same with the President or designee within twenty (20) days of the Step Three answer or if appropriate, Step Four answer. The arbitrator shall be selected pursuant to the procedures of the American Arbitration Association which shall supervise the proceedings in accordance with its practices.

Except as provided by law, the parties shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

The Arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. The Arbitrator's decision shall be binding. The fees and expenses of the Arbitrator shall be shared equally by both parties.

As used in this Article, "days" means Monday through Friday, inclusive, except holidays on which the college business office is closed.

If the grievant and/or the Union shall fail to appeal a grievance to the next step on a timely basis, the grievance shall be deemed withdrawn. If the Board shall fail to answer any grievance within the time stipulated, the grievance may be appealed to the next step.

Article Four Academic Freedom

4.1 Definition

By academic tradition and by philosophical principle an institution of higher learning is committed to the pursuit of truth and to its communication to others. To carry out this essential commitment calls for institutional integrity in the way a college or university manages its affairs, specifies its goals, selects and retains its faculty, admits students, establishes curricula, determines programs of research, and fixes its fields of service.

The maintenance and exercise of such institutional integrity postulates and requires appropriate autonomy and freedom. Positively this is the freedom to examine data, to question assumptions, to be guided by evidence, to teach what one knows, to be a learner and a scholar. Negatively this is a freedom from unwarranted harassment which hinders or prevents a college or university from getting on with its essential work.

A college or university must be managed well and remain solvent, but it is neither a business nor an industry. It must be concerned with the needs of its community and state and country, but an institution of higher learning is neither a political party nor

a social service. It must be morally responsible; but even when church related, it is neither a religion nor a church.

A college or university is an institution of higher learning. Those within it have as a first concern evidence and truth rather than particular judgments of institutional benefactors, concerns of religious leaders, public opinion, social pressure, or political prescription.

Relating to this general concern and corresponding to intellectual and academic freedom are correlative responsibilities. On the part of trustees and administrators there is the obligation to protect faculty and students from inappropriate pressures or destructive harassments.

On the part of the Adjunct there is the obligation to distinguish personal conviction from proven conclusions and to present relevant data fairly to students because this same freedom asserts their rights to know the facts.

On the part of the students there is the obligation to sift and to question, to be actively involved in the life of the institution but involved as learners at appropriate levels. Intellectual freedom does not rule out commitment; rather it makes it possible and personal. Freedom does not require neutrality on the part of the individual nor the educational institution--certainly not toward the task of inquiry and learning, nor toward the value system which may guide them as persons or as schools.

Hence institutions may hold to a particular political, social, or religious philosophy as may individual Adjuncts or students. But to be true to what they profess academically, individuals and institutions must remain intellectually free and allow others the same freedom. All concerned with the good of colleges and universities will seek ways to support their institutional integrity and the exercise of their appropriate autonomy and freedom.

In particular, the Federal or Regional Accrediting Commissions of Higher Education and the regional commissions, which have a particular responsibility to look at an institution in its totality, will always give serious attention to this aspect and quality of institutional life so necessary for its well-being and vitality.

4.2 Intellectual Property Rights

In order to foster innovation in and out of the classroom, the Board, Administration, and Joliet United Adjunct Coalition encourage scholarship, creativity, and increased productivity among its faculty, and encourage the use of improved communication techniques and alternative systems of delivery of courses to students.

4.3 Institutional Materials (College-Owned Materials)

The College owns, may use, and has unlimited access to materials developed as part of the Adjunct member's work that supports the institution's relationship with governmental agencies and accrediting bodies. These "institutional materials" include but are not limited to any reports, forms, or other documents prepared for curriculum approval, program evaluation, accreditation, and department syllabi.

4.4 Instructional Materials (Adjunct-Owned Materials)

Adjunct members own, may use, and have unlimited access and total rights to any "scholarly works" they create to which academic institutions have traditionally waived rights, including, but not limited to textbooks, class notes and research proposals; and "instructional materials" they create with "ordinary support" from the College, including, but not limited to syllabi, handouts, study guides, artistic renderings such as sculptures or drawings, models, and other instructional materials prepared for any course, regardless of the method of delivery. Instructional materials may be in the form of written or printed work, artistic media, videotape, audiotape, computer disk, compact disk, or other physical or electronic forms.

The respective rights of the Adjunct member and the College to the use and access of the materials described in the previous paragraph are set forth in paragraphs 4.4 A through 4.4 D.

A. College Right of Use and Access: The College shall have the right of use and access to instructional materials for the following purposes: responding to requests by accrediting 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 for any reason; responding to requests for information relating to a student's transfer to other institutions; responding to formal complaints about a course in which a student has been enrolled; and, upon request of the Department Chairperson, approving for use as course models for other Adjunct in that department/discipline. These rights of use shall remain in effect even if the instructor leaves the institution.

B. Adjunct Member's Exclusive Rights: Where materials are developed through the sole efforts and contributions of the Adjunct member and without ordinary or extraordinary levels of support from the College, such materials shall be the sole and exclusive property of the Adjunct member. In such cases, the College shall have no right of use and access to such materials unless such materials are voluntarily used by the Adjunct member in the delivery of instruction at the College. In such cases the College shall have the right of reasonable use and access to such

instructional materials for the limited purpose of completing scheduled instructional delivery requiring use of such material.

C. Impermissible Uses: The College may not sell, lease, assign, revise, modify, or transfer interest in these instructional materials without permission of the Adjunct member.

D. Adjunct Member's Sale, Lease, Assignment or Transfer of Any Ownership Right: An Adjunct member may sell, lease, assign, or transfer any rights to his or her instructional materials, but must notify the College in writing of such sale, lease, transfer, or assignment of any interest in the materials at the time of the transaction.

4.5 Intellectual Property Developed With Extraordinary Support

Extraordinary Support: Any materials developed by Adjunct members with more than usual and customary level of support from the College will be jointly owned by the College and the Adjunct member. "More than usual and customary support" is defined as clerical, office, or support-staff support beyond normal levels an Adjunct member should expect in the usual course of fulfilling his/her duties to the College; or any other support provided directly by the College in the form of monetary incentives or release time, sabbatical or stipend, beyond the normal levels provided to Adjunct by the College in order to prepare and deliver course instruction.

For these materials, neither the College nor the Adjunct member may sell, lease, transfer, or assign any interest in them without the written consent and agreement of the other party. Ordinarily, the College shall provide such consent requested by the Adjunct member. The College shall have the right of use and access to such instructional materials for the following purposes: a) maintaining continuity of the curriculum; b) meeting increased student demand.

The College will retain the right to use the material for instructional purposes if the Adjunct member leaves the institution.

4.6 Intellectual Property Developed by Express Agreement

Where the College and the Adjunct member have entered into an express written agreement pertaining to the development, use, access, ownership, or marketing of material, whether individually owned, institutionally owned, or jointly owned, that agreement shall govern how the income generated from the property, if any, shall be divided between the Adjunct member and the College.

4.7 Limitations on Videotaping or Recording of Classes

General: Videotaping and audio taping or recording of classes shall be done only at the initiation of the Adjunct member teaching the course and may be used only at

the discretion of the Adjunct member. The Adjunct member has the right to modify and dispose of these tapes or recordings. The Adjunct member shall retain the sole right, use and ownership of any tapes made pursuant to 4.7, unless such materials are voluntarily used by the Adjunct member in the delivery of instruction at the College. In such cases, the College shall have the right of reasonable use and access to such instructional materials for the limited purpose of completing the delivery of that course.

Interactive Distance Learning: The limits on taping and recording extend to distance learning classes. In no event shall video or audio tapes or recordings of an Adjunct member's lecture, performance, or presentation be rebroadcast or used by the College without the consent of the Adjunct member. The College shall dispose of the tapes or recordings no later than two weeks after the tapes or recordings are made, unless otherwise agreed to by the College and Adjunct member.

Article Five Adjunct Faculty Rights

5.1 Union Representation

Adjuncts shall have the right to assistance and representation from duly authorized Union representatives at grievance meetings, investigatory meetings, or other meetings that may result in suspension, termination or other disciplinary action, as applicable by law.

5.2 Personnel Files

Only one (1) official personnel file shall be maintained in the Human Resources Department at the College for each Adjunct. An Adjunct shall receive a copy when something evaluative is placed in his/her file and shall have the right to respond in writing to any item placed in the employee's file. Such files may be examined upon written request through the Human Resources Department. Such request shall be honored without undue delay if made during normal business hours. A designee of the College administration may be present during such review. Nothing which has been officially placed in the personnel file shall be permanently removed from the file without the mutual consent of the College President or designee and the adjunct. No material from the personnel file shall be made available to personnel or agencies not employed by or affiliated with the College without the adjunct's consent, except as required by law, court order or records subpoena or as necessary pursuant to the regular operations of the College. However this shall not preclude the College from responding as required with regard to verification of employment.

5.3 Jury Leave

The Board agrees to pay each Adjunct member serving on jury/witness duty, except when serving as a paid expert witness, when otherwise required to work at Joliet

Junior College the difference between monies paid to a juror/witness and the Adjunct person's regular salary.

5.4 Military Leave

Adjuncts shall have rights to military leave in accordance with federal law.

5.5 Bereavement Leave

A paid bereavement leave of up to three (3) consecutive days shall be available in the event of the death of the following:

Wife or Husband	Father	Domestic Partner
Mother-in-law	Son-in-law	Brother-in-law
Grandchild	Grandfather	Step-Parents
Sister	Child	Aunt or Uncle
Mother	Daughter-in-law	Sister-in-law
Father-in-law	Half-Sister	Niece or
Grandmother	Sister	Nephew
Brother	Half-Brother	Spouse's Grandparents
		Member of Household

5.6 Discipline

The parties agree that the College has the authority to administer discipline for just cause. The adjunct shall be apprised in writing of the reason(s) for the disciplinary action. At the time such notice of disciplinary action is placed in the official personnel file in the Human Resources Department, a copy of such material shall concurrently be provided to the adjunct by the supervisor. The adjunct has the option to appeal such disciplinary action in accordance with the procedures as set forth in Article Three of this agreement. The adjunct shall acknowledge the receipt of such notice by signing it to acknowledge the receipt of the notice and shall not signify anything else. Should the adjunct refuse to sign the disciplinary notice, the Dean/ Department Chair shall write on the disciplinary notice that the adjunct refused to sign, date it and sign his/her name to the disciplinary notice. The adjunct shall have the right to respond to such notice placed in his/her official personnel file by submitting the response in writing within fourteen (14) calendar days of filing of such disciplinary notice. Such response shall be attached to the personnel file copy.

5.7 First Paycheck

With completion of required College documentation by prescribed deadlines and in accordance with all applicable federal and state rules, the first pay check shall be issued to the Adjunct member on the first payday after the end of the pay period in which the first day of class was held if the class starts during the first week of the pay period. If a class starts during the last week of a pay period, the first pay check would be issued on the second payday.

5.8 Adjunct Interviews for Full-Time Faculty Positions

When new full-time positions are authorized or an existing full-time faculty position is to be filled, a job posting shall be posted at the College's internal posting location and on the Human Resources Employment website.

Adjuncts who apply for full-time positions and who meet the required qualifications shall be considered as an applicant. A qualified adjunct faculty member's teaching experience at the College shall be considered in an application along with their record of evaluation as a teacher. Adjuncts will be allowed to apply for vacancies in accordance to all federal, state and local laws and statutes and all College procedures.

5.9 Adjunct Office Space

The College shall provide, based on availability, secure and shared office space within the adjunct's department. Such office space will be equipped with a telephone and computer as available. The College will provide a space for a lockable file cabinet in the Union President's department. In addition, as the College expands its facilities, it will make a good faith effort to provide at least one (1) shared office for adjunct faculty of any department to utilize for professional purposes. Such office shall be furnished with standard equipment, i.e., furniture, computer, telephone and space to grade papers and conduct meetings with students.

5.10 Substitute Assignments

The college shall continue its practice of allowing adjunct faculty to teach as substitutes.

5.11 Participation at Department Meetings

An Adjunct Union Department Representative or her/his designee may attend each scheduled departmental meeting in her/his academic department. The Adjunct Department Representative shall be notified of the meeting at the same time as full-time instructors and by the same means. The Adjunct Department Representative will function as liaison between the academic department and the adjuncts in the department.

See Memo of Understanding

5.12 Course Development Rights

The College shall continue its practice of encouraging adjunct faculty to develop online and blended courses with the approval of the Adjunct's Department Chairperson and the Dean.

5.13 Professional Development

The parties acknowledge the value of professional development of adjunct faculty in the pursuit of academic excellence, quality teaching and service to the students and the community. Professional development activities will enhance adjunct faculty members as teachers, scholars, leaders and practitioners; adjunct faculty members may submit requests for professional development activities that occur during any semester in which they teach at least three (3) hours. Professional development activities may include professional travel, workshops, training, tuition, books, professional publications and other professional activities and supplies. An adjunct development committee shall be established to oversee these funds. The committee will have members from the adjunct faculty.

The monies budgeted in this section do not include tuition reimbursement or training provided by the College (such as adjunct faculty seminars).

Article Six Class Assignments and Reassignments

6.1 Length of Service

Length of service is the number of semesters (teaching one or more summer sessions will count as only one total semester toward length of service) in which a bargaining unit member as defined in the certification issued by the IELRB has been employed at the college without a break in service of four (4) consecutive semesters.

6.2 Workloads

Bargaining Unit Members may be assigned to teach up to twelve (12) credit hours per semester, except Bargaining Unit Members who teach sections of rhetoric/writing courses (English 101, 102, 120, 130, 230) or journalism (Journalism 102, Editing and Production, as well as Journalism 201, News Reporting and Writing) shall be limited to a maximum of nine (9) credit hours per semester. Credit hours are defined by the number of credit hours listed for each course in the official College Catalog. Excess contact hours beyond the credit hour listing shall not count toward workload limits.

6.3 Seniority

Bargaining Unit Members in each College Department shall be classified into the following levels of seniority based on the number of semesters taught at the College (including summer sessions).

Level 1: Bargaining Unit Members who have taught fewer than four (4) semesters.

Level 2: Bargaining Unit Members who have taught four (4) to eleven (11) semesters.

Level 3: Bargaining Unit Members who have taught twelve (12) to twenty (20) semesters.

Level 4: Bargaining Unit Members who have taught more than twenty (20) semesters.

6.4 Assignment Requests

On or before the first week of October of each year, a Bargaining Unit Member shall submit a request for assignment form to the College, which will indicate his/her interest in a teaching assignment for the following Spring Semester. It shall indicate the courses and sections if known which he/she is interested in teaching. It will also indicate the total number of credit hours, days, times and locations of interest.

On or before the first week of February of each year, a Bargaining Unit Member shall submit a request for assignment form to the College, which will indicate his/her interest in a teaching assignment for the following Fall Semester and Summer session.

Each form shall indicate the courses and sections if known which he/she is interested in teaching. It will also indicate the total number of credit hours, days, times and locations he/she is available to teach. In the case of the Summer Session, the form will also indicate which Summer session(s) is/are of interest.

Section 6.5 Class Assignments

Priority in course assignments applies to members of the bargaining unit based on Semesters taught at the College.

After loads of full time faculty members are set, the College shall attempt to make assignments to members of the bargaining unit to part-time faculty members who are fully qualified, who have had a continuing history of successful performance at the College and who are available to teach at times that are consistent with the College's scheduling. The department will assign courses to unit members within their department in order of seniority as defined in Article 6.1 and 6.3 of this Agreement.

Nothing herein shall be construed or applied in such a way as to deprive the College of the right to disregard seniority in the assignment of courses in unusual circumstances or when a particular specialization or expertise is needed.

The College shall provide to the bargaining unit an updated seniority list by department prior to the fall semester and the spring semester each year.

Based on the above criteria, the College shall make course assignment offerings to adjunct faculty members who are available to teach at the times the course selections are offered. Retired full-time faculty with appropriate qualifications and experience than bargaining unit members will be granted priority assignments.

Bargaining Unit members who have developed on-line and blended courses shall be given priority to teach those courses before any other faculty member regardless of that faculty member's status or seniority. Other faculty may teach additional sections but have no intellectual property rights of the course being taught. Other faculty cannot bump the original developer unless the course interferes with a full time faculty making load and all other options have been exhausted.

6.6 Published Schedule of Classes

Printed and web based schedule of classes shall be updated as soon as possible after adjunct instructors accept their teaching assignments.

6.7 Class Cancellation/Reassignment Rights

The College shall advise an adjunct faculty member as soon as possible if their assigned class is canceled or withdrawn. In the event that an assignment is canceled or withdrawn, a Bargaining Unit Member shall be entitled to claim an unassigned course that they are qualified to teach. If no unassigned course is available, the Bargaining Unit Member shall be entitled to claim the course of a non-bargaining unit adjunct faculty member that the affected adjunct is qualified to teach.

The College recognizes that classes assigned but then withdrawn from an adjunct faculty member may be classes for which the adjunct faculty member has prepared. Therefore, if within five (5) calendar days or fewer before the first day of the class an adjunct faculty member's assigned class is cancelled or is reassigned to a full-time faculty member who is in need of a class to complete a full load, and if a replacement class is not offered, the College will pay a one hundred dollar (\$100) stipend for the withdrawn class.

6.8 "No Fault" involuntary Activity

An Adjunct faculty member who has not received a requested teaching assignment; or who has been "bumped;" or whose teaching assignment has been canceled or withdrawn, and for whom no alternative teaching assignment is available shall continue to have rights under this Agreement. The non-teaching semester(s) shall not count towards a break in service or result in a loss of bargaining unit eligibility for a limited number of sequential semesters as defined in Section 6.1 according to the Adjunct's length of service.

Article Seven Adjunct Evaluations

7.1 Evaluation Criteria

The Adjunct has a right to regular, fair and consistent evaluation process conducted by colleagues not in the bargaining unit. Adjunct evaluations shall be conducted by the department chairperson or a tenured faculty member. Under no circumstances shall bargaining unit members evaluate each other. The Adjunct shall be notified in writing two weeks in advance of the intent to evaluate. Time and place shall be mutually agreed upon by the Adjunct and person conducting the evaluation. In addition to the evaluations set forth above, the Department Chairperson may elect to conduct additional evaluations of any Adjunct faculty member if performance and/or conduct deficiencies appear evident. Following the classroom observation and the completion of the written evaluation, the Department Chairperson or a tenured faculty member shall meet with the adjunct faculty member to review the evaluation.

7.2 Student Evaluations of Adjuncts

Student evaluations of Adjuncts shall be used for the Adjunct's insight into his/her assessment of performance and effectiveness as a teacher. The student evaluations shall be included in the official personnel file of the Adjunct.

7.3 New Hire Probationary Period

Probation is a trial period employment for a new hire and the College. During this period the employment relationship is at-will.

Supervisors shall provide performance evaluation of the probationary employee's work during the probationary period. Supervisors are understood to be Deans, Department Chairs, or tenured faculty.

By the end of the probationary period, the Department Chair or their designee in writing shall provide an evaluation to the adjunct. It is understood that it is in the best interests of the Adjunct and the College that the sooner these written evaluations are returned, the sooner the adjunct will be able to successfully complete the remediation process. The adjunct will have the right to respond to such evaluations in writing and have the response placed in their personnel file.

The new hire probationary period is for two teaching semesters. If the College deems that an adjunct has remediable deficiencies as an instructor, the probationary period may be extended for up to one semester. During that period, their supervisor will decide upon a written remediation plan for the adjunct faculty member. During the creation of this plan, the adjunct will have the right to Union representation, if he or she requests it. The remediation plan must involve in-class observations by a supervisor as defined above.

At the end of the two teaching semesters remediation process, a decision by the supervisor on whether to continue the adjunct's employment shall be made.

Article Eight Fringe Benefits

8.1 Tuition Waiver

The bargaining unit member, spouse, or dependent shall be entitled to enroll in one credit course, up to five (5) credit hours, per semester. This benefit does not include a waiver for course fees or books which will be paid by the employee. This tuition waiver is in addition to benefits obtained from Section 8.3, Section 8.5, and Section 5.13. This waiver is in addition to benefits obtained from development training provide by the college (such as adjunct faculty seminars or workshops) and to benefits obtained from training provided by the Learning Technologies Advisory Committee (such as Microsoft Office 2007 training).

8.2 Paid Leave

One day of paid leave shall be provided by the College per semester to bargaining unit members. Teaching one summer session will count as a semester. Such days can be accumulated to a maximum of three (3) days. Unused days will not be paid out at the end of the contract year and a maximum of three (3) days will be rolled over to the next contract year. No bargaining unit member will accumulate more than three days at any time.

8.3 Professional Development Budget

Twenty thousand dollars (\$20,000) per fiscal year will be budgeted for the professional development of adjuncts per semester. The expenditure of budgeted funds will be overseen by the committee established in Section 5.13. Any unused monies in the fall semester will be carried over to the spring semester. The monies budgeted in this section do not include tuition reimbursement or training provided by the College (such as adjunct faculty seminars).

8.4 Health Care Insurance

The College shall offer, if available, a self paid health care plan for part time bargaining unit members. Open enrollment will be held to offer health insurance within a group plan selected by the College. Members shall be able to enroll in dental, life and AD&D plans, which will be self paid, even if they do not elect medical coverage. The premiums will either be paid directly by the participant or be deducted from payroll at a monthly rate.

The Employer may change the insurance carrier, join a governmental self-insurance plan, or change the third-party administrator so long as the benefit levels remain substantially the same or improve.

The failure of any insurance carrier(s) or governmental self-insurance pool to provide any benefit for which it has contracted or for which it is responsible shall result in no liability to the employer or to the union, nor shall such failure be considered a breach by the employer or the union of any obligation undertaken under this or any other agreement. However, nothing in this Agreement shall be construed to relieve any such provider of health care coverage from any liability it may have to the employer, union, employee or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier or by a governmental plan shall be controlling in all matters pertaining to benefits of the insurance carrier.

8.5 Participation in Fitness Center Program

Adjunct instructors (not spouses or children) will be granted waivers for tuition and fee charges to participate in the College Fitness Center Program courses. This waiver applies only during the time the adjunct instructor is engaged in part-time employment with the College. Should the adjunct instructor resign or employment be otherwise terminated, the Adjunct instructor will be permitted to finish the course in which enrolled to the semester conclusion. Adjunct instructors who teach during the academic year, but not during the summer months may utilize this waiver for the summer months. A "Fitness Center Waiver" must be completed and signed by the director of Human Resources at the time of enrollment in Fitness Center courses.

Article Nine Compensation

9.1 Substitute Compensation

Substitute pay for bargaining unit members shall be compensated at the rate set by the College, but shall not be less than the rate paid to the full time faculty.

9.2 Extra Duty Compensation

Adjunct faculty shall be paid for orientation at the rate of \$ 25 per clock hour of attendance session, if attendance is mandatory. Adjunct faculty shall be paid at the rate of \$35 per clock hour for any mandatory training either in the class room or on-line (for example, on line state mandated ethics training or on-line "Harassment Prevention" training). "Sexual Harassment" training or "Harassment Prevention" training will be paid retroactively to January 2009.

An adjunct faculty member is welcome to attend departmental and institutional meetings, professional development activities and other committee meetings as appropriate. When attendance at such meetings, events or training are mandatory, the adjunct faculty member shall be reimbursed at the rate of \$25 dollars for each meeting.

9.3 Large Lecture Enrollment and Over Enrollment Compensation

An adjunct faculty member assigned to large lecture instruction shall be given additional compensation for the planning and preparation of instructional materials and the coordination of discussion and laboratory co-requisite sections. Adjunct faculty who are assigned to teach classes with students that exceed the established maximum number of students shall be paid over-enrollment pay of \$40 per student. All extra pay for overenrolled courses shall be calculated based upon actual documented enrollments as of the midterm of the course. Over-enrollment pay shall be paid to adjuncts during the semester in which it has been earned, documented, and approved.

9.4 Online Course Development Compensation

Compensation for the development of online and blended courses will be at the rate set by the College, but shall not be less than the rate paid to the full time faculty.

9.5 Non Online Course Development Compensation

Compensation for the development of non online courses at the request of the College will be at the rate set by the College.

9.6 Independent Study Compensation

Adjunct faculty shall be compensated when teaching independent study at the rate of \$50 per credit hour for the duration of this contract generated up to a maximum number of twenty (20) student credit hours per semester.

9.7 Compensation for Other Academic Assignments

The following credit hours should be assigned on adjunct faculty load sheets for all individual adjunct faculty involved in these activities.

<u>Assignment</u>	<u>Equivalent</u>
Director of Bands	3 credits for fall and 3 credits for spring
Director of Choirs/Ensemble	3 credits for fall and 3 credits for spring
Directing a Play	3 credits per play
Accompanist	1 credit
Choreographer	1 credit
Producer	½ credit per play
Livestock Judging	3 credits for fall and 3 credits for spring
Forensics*	3 credits for fall and 3 credits for spring*

Occupational Coaches*

-Culinary

-Vocational

-Ag/Hort; Vet-Tech

1 credit per student competition with a 3-credit limit for fall and a 3-credit limit for spring semesters*

(unless course equivalent credit is given)

9.8 Adjunct Compensation Schedules

**Summer 2010 through Summer 2011
(Schedule retroactive to Summer 2010 session)**

Step	Total Semesters Taught	Rate Per Contact Hour
1	0-3	\$650
2	4-11	\$683
3	12-20	\$715
4	21 and over	\$748
5	Doctoral degree from an accredited institution and 3 semesters taught at JJC	\$778

Fall 2011 through Summer 2012

Step	Total Semesters Taught	Rate Per Contact Hour
1	0-3	\$663
2	4-11	\$697
3	12-20	\$729
4	21 and over	\$763
5	Doctoral degree from an accredited institution and 3 semesters taught at JJC	\$793

a) The total “contact hours” for bargaining unit members teaching a credit course is defined as the sum of lecture and lab hours taught, as listed in the college catalog.

b) The total “contact hours” for bargaining unit members teaching a non-credit course is defined as the total number of “G credit hours” listed in the College’s Class Schedule.

c) Bargaining unit members in Welding, Nursing and Physical Fitness programs who, in the academic year 2010 were paid based on “contact hours” in addition to the methods listed in (a) or (b) above, shall continue to be compensated on the same basis.

d) Any bargaining unit members whose compensation rate in academic year 2010 exceeds the appropriate step compensation rate of the 2010-2011 Schedule shall be grandfathered at said 2009-2010 rate with an increase for academic year 2011 equal to two percent of the difference between their 2009-2010 rate and the appropriate 2010-2011 Schedule rate.

e) Any bargaining unit members whose compensation rate in academic year 2011 exceeds the appropriate step compensation rate of the 2011-2012 Schedule shall be grandfathered at said 2010-2011 rate with an increase for academic year 2012 equal to two percent of the difference between their 2010-2011 rate and the appropriate 2011-2012 Schedule rate.

Article Ten Adjunct Faculty Responsibilities

Adjunct members shall meet each class at the scheduled time and place as set forth by the Department Chair and the Registrar. Adjunct members are responsible for seeing that each course has the full number of class meetings required. Adjunct members shall notify the Department Chair by telephone or in writing (which includes e-mail and fax) if unable to teach a class, and shall make arrangements with the Department Chair for a time and place to make up the missed class on or before the last day of classes for the current term and notify the Department Chair in writing (which includes e-mail and fax) when the missed class is made up.

Adjuncts shall adhere to College policies as communicated to bargaining unit members by the College annually.

An adjunct member shall abide by each of the following policies for each teaching assignment:

- College policy regarding class attendance, student projects and student assignments.
- A course syllabus prepared by the faculty member and approved by the Department Chair must be on file with the Chair for each teaching assignment each semester. A faculty member must submit a course syllabus to the Chair for approval in a format and by a date to be determined by the Chair. The adjunct faculty member will make every effort to follow the syllabus within constraints of the semester.
- Adjuncts shall provide a syllabus to students no later than the first day of class.
- Adjuncts are responsible for 10th day electronic attendance reports; mid-term verifications and final course grades. Final grades for each student must be submitted electronically to the Registrar within 72 hours from the last day of

class for the current term. At the conclusion of each course a copy of the grade book must be submitted to the department chairperson.

Article Eleven
Savings and Effect

If any provision of this Agreement shall, at any time, be declared contrary to law or mandatory regulations as a result of a state, administrative, judicial, or legislative action, then such provision will become immediately non-applicable. Should this occur, all other provisions of this Agreement shall remain in full force for the duration of the Agreement. Upon the application of this clause, the parties should meet to discuss legal provisions within the original intent. The Board and the Union hereby understand and agree this agreement embodies the complete and final understanding reached by the Parties as to wages, hours, and terms and conditions of employment for employees covered by this Agreement. This agreement may be supplemented or amended during its term solely upon the written and mutual agreement of the College and the Union.

Article Twelve
Term of Agreement

This agreement shall be in effect upon its adoption by both parties and shall remain in full force and effect, until the 31st day of August 2012.

Joint Evaluation Committee Memorandum of Understanding

Joliet Junior College, within sixty (60) days after the signing of this contract, will establish a committee for the purpose of revising the current student evaluation process. The overall goal is to develop a new and more efficient student evaluation form. The committee will include two (2) members of the adjunct faculty union to be appointed by the adjunct faculty union president or his/her designee, two (2) administrators to be appointed by the Vice President of Academic Affairs or his/her designee, and two (2) members of the full-time faculty to be appointed by the full time faculty union president or his/her designee.

Negotiating Committee Memorandum of Understanding

The Negotiating Committee, as impaneled, will meet with the Director, Human Resources and one administrator appointed by the Vice President Academic Affairs and the Union. The Committee will converse no later than 60 days after ratification of this contract to set up a process for the selection of department representatives at department meetings. Topics to include length of appointments, actively employed at the college, and the overall process.

Appendix A CLASSROOM OBSERVATION FORM

CLASSROOM OBSERVATION FORM

Instructor: _____

Date: _____

Course: _____ Section: _____ # of Students Present: _____

Evaluator: _____

Instructions

For each statement, rate the performance as “Agree”, “Disagree” or “Not Applicable” by placing a check in the appropriate box to the right.

Course Content, Objectives and Structure

1. Stated the purpose of this class session.
2. Made explicit the relationship between today’s and the previous sessions.
3. Arranged and discussed the content in a systematic and organized fashion based on the course objectives stated in the syllabus.
4. Appropriate use of curricular materials.
5. Used a variety of teaching methods.
6. Integration of theory with practice.
7. Encouraged critical thinking.

Agree	Disagree	NA

Comments:

Presentation Style

1. Voice could be easily heard.
2. Speech was neither too formal nor too casual.
3. Speech fillers were not distracting.
4. Rate of speech was neither too fast nor too slow.
5. Established eye contact with group.
6. Used language appropriate to group.
7. Used instructional aids to facilitate important points.
8. Session was interactive.
9. Demonstrated enthusiasm for subject matter.

Agree	Disagree	NA

Comments:

Instructor's Teaching Methods

- 1. Asked pertinent questions periodically to determine whether too much or too little information was being presented.
- 2. Presented appropriate examples to clarify difficult ideas.
- 3. Explicitly stated relationships among various ideas in the session.
- 4. Maintained interest and attention of students.
- 5. Summarized the main ideas in the session.
- 6. Solved or otherwise dealt with any problems raised during the class.
- 7. Restated what students were expected to gain from the session.
- 8. Used class time appropriately.
- 9. Responds appropriately to students' questions.

Agree	Disagree	NA

Comments:

Professionalism

- 1. Demonstrated command of subject matter.
- 2. Modeled professional and ethical behavior.
- 3. Demonstrated good rapport with students.

Agree	Disagree	NA

Comments:

CLASSROOM OBSERVATION SUMMARY

Strengths:

Opportunities for Improvement:

Observer _____ Date _____

Instructor _____ Date _____

- The signature of the instructor does not signify that the instructor agrees with the comments of the observer, only that the instructor has read this form.

Comments of Instructor:

___ **Copy to Faculty Member**

___ **Copy to Chair**

**APPENDIX B FALL/SPRING TEACHING ASSIGNMENT APPLICATION
JOLIET JUNIOR COLLEGE
APPLICATION FOR ADJUNCT TEACHING ASSIGNMENT**

Fall 20_____ Spring 20_____

Name _____

Address _____

City _____ State _____ Zip _____

Phone (home) _____

Phone (cell) _____

Phone (work) _____

E-mail _____

Seniority Level
(based on semesters taught)

- Level 4 (> 20)
- Level 3 (12-20)
- Level 2 (4 -11)
- Level 1 (< 4)

I would like to teach _____ courses totaling at least _____ credit hours. I will be available for a teaching assignment and prefer an assignment during:

Circle availability

- | | | | | | | | |
|---|---|---|---|---|---|----|----|
| <input type="checkbox"/> day | M | T | W | R | F | Sa | Su |
| <input type="checkbox"/> evening (after 4:00pm) | M | T | W | R | F | Sa | Su |
| <input type="checkbox"/> either | M | T | W | R | F | Sa | Su |

I would prefer (if choosing more than one, rank by priority)

- Main Campus
- North Campus
- Lincoln-Way Central
- Lincoln-Way East
- Morris
- Other _____

I am qualified and would be willing to teach the following courses (in order of preference)

1. _____
2. _____
3. _____
4. _____

Other comments:

Please submit this form to your Department Chair.

For spring assignments: on or before the first week of October in the previous fall semester.

For fall assignments: on or before the first week of February in the previous spring semester.

**APPENDIX C SUMMER TEACHING ASSIGNMENT APPLICATION
 JOLIET JUNIOR COLLEGE
 APPLICATION FOR ADJUNCT TEACHING ASSIGNMENT**

Summer 20 _____

Name _____

Address _____

City _____ State _____ Zip _____

Phone (home) _____

Phone (cell) _____

Phone (work) _____

E-mail _____

Seniority Level	
(based on semesters taught)	
<input type="checkbox"/>	Level 4 (>20)
<input type="checkbox"/>	Level 3 (12-20)
<input type="checkbox"/>	Level 2 (4 -11)
<input type="checkbox"/>	Level 1 (<4)

I would like to teach _____ courses totaling at least _____ credit hours. I will be available for a teaching assignment and prefer an assignment (circle) during:

Session	Class (es) and times
1. Same as last summer (20____)	_____

2. Sm I First six-week session	_____

3. Sm III Second six-week session	_____

4. Sm II One eight-week session	_____

If the above schedule is not available, I would be willing to teach the following:

1. _____
2. _____

Other comments:

Please submit this form to your Department Chair.
 For summer assignments: on or before the first week of February in the previous spring semester.