



2009-2012 AGREEMENT

BOARD OF TRUSTEES OF COMMUNITY COLLEGE

DISTRICT NO. 515

and

PRAIRIE STATE COLLEGE FEDERATION  
OF TEACHERS, LOCAL 3816, AFT, AFL-CIO

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## **AGREEMENT**

THIS AGREEMENT, together with the attached Appendices which are an integral part of this Agreement and by this reference incorporated herein, is entered into by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 515, COUNTIES OF COOK, WILL AND STATE OF ILLINOIS (herein called the "Board") and the Prairie State College Federation of Teachers, Local 3816, AFT, AFL-CIO (herein called the "Union"), as sole and exclusive bargaining agent for the full-time members, as defined herein. The Agreement shall also be binding upon the parties' respective successors, for the life of this Agreement.

## **PREAMBLE**

WHEREAS, the Union has been designated as the bargaining representative by a majority of the full-time faculty members;

WHEREAS, the Board and Union have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the full-time faculty insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Prairie State College and are consonant with the paramount interests of the public and the students of Prairie State College;

WHEREAS, the Board, and the Union, and the full-time faculty members are proud of the College's tradition of service to students and are dedicated to providing the students of Prairie State College with the highest caliber of instruction and individual attention and counseling to permit the fullest opportunity for individual and intellectual development;

WHEREAS, the Board recognizes that full-time teaching faculty members work at least forty-five (45) hours per week, and that a typical work week consists of approximately:

Twenty (20) hours in pre-class preparation of materials for the classroom, shops, or labs, or post-class evaluation of student assignments.

Fifteen (15) hours in the classroom.

Ten (10) hours in individual student conferences, advising sessions, curriculum development, professional development activities and meetings, or public service;

WHEREAS, the Board recognizes that full-time counselors, librarians and coordinators work at least forty (40) hours per week, of which thirty-five (35) hours are on campus or on job assignments outside the College;

WHEREAS, in recognition of the importance of graduation activities and commencement to students, faculty will make every effort to participate.

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by statute, for the salary schedule, fringe benefits and conditions of employment of the full-time faculty members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of Prairie

State College, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

## ARTICLE I

### Recognition and Representation

**Section 1.1. Recognition.** The Board recognizes the Union as the sole and exclusive bargaining agent for all full-time faculty members for the period through the term of this Agreement. No positions in the bargaining unit shall be eliminated where there is no substantial change in job duties or responsibilities.

**Section 1.2. Meeting with Other Faculty Organizations.** This Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee or employee organizations, including the faculty association, representing full-time faculty members for the purpose of hearing the views and proposals of such employee or such employee organizations, provided that as to those matters covered by this Agreement no change or modification shall be made except through negotiation and agreement with the Union.

**Section 1.3. Representation.** Recognition by the Board of the Union as the sole and exclusive bargaining agent on matters pertaining to hours, wages and working conditions shall continue through the term of this Agreement. Any alleged violation of this section may be remedied by the filing of either a grievance or an unfair labor practice but not both, it being the express intent of the parties that there be no duplication of remedies.

Prior to the expiration date of this Agreement, the Board shall determine whether or not it shall recognize the Union for the succeeding academic year.

**Section 1.4. Faculty Senate.** The Union, through its academic committee (*The Faculty Senate*) may make recommendations to the College President on academic policies, curriculum matters, student welfare, registration, admission policies, and other educational standards.

## ARTICLE II

### Union-Board Relation

**Section 2.1. No Discrimination.** The Board and the Union agree not to interfere with the right of faculty members covered by this Agreement to become or not to become members of the Union and that there shall be no discrimination against any faculty members covered by the Agreement because of Union membership or non-membership. The Board and the Union agree not to discriminate against any faculty member covered by this Agreement on account of sex, race, creed, national origin or sexual orientation. Membership in the Union or any other employee organization or association not affiliated with the College shall not be a condition of employment for any faculty member covered by this Agreement. The Board will not discriminate in hiring, promoting, granting tenure or continuing the employment of faculty members because of the participation in lawful organizational activities of the Union or any other employee organization.

**Section 2.2. Dues Check-off.** Upon receipt of a lawfully written authorization from a full-time faculty member, which may be revoked in writing at any time, the Board agrees to deduct the regular monthly Union dues of such full-time faculty member from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union

will notify the Board in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the College harmless against any and all claims, suits, orders, or judgments brought or issued against the College as a result of any action taken or not taken by the College under the provisions of this Section.

**Section 2.3. Fair Share.** Employees covered by union agreement shall be required to maintain membership in the Union or to pay, in lieu of dues, a fair share fee consisting of their proportionate share of the collective bargaining process, contract administration and pursuit of matters affecting wages, hours and other conditions of employment. The amount of the fee shall be certified to the Board by the Union, and fair share deductions shall be made at the same time and in the same manner as dues check-off deductions under Section 2.2.

Should any employee object to paying a fair share fee to the Union, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, an amount equal to the employee's fair share shall be paid to a non-religious charitable organization from a list of charitable organizations approved by the Illinois State Educational Labor Relations Board or to the Prairie State College Foundation. The Union shall certify to the Board the charitable organization to which such payments are to be made, or the employee may elect to make such payments directly to the designated organization, provided that written receipts evidencing payments are supplied to the Union on a monthly basis.

**Section 2.4. Board Meetings.** Copies of the agenda and the minutes of any Board meeting will be distributed to the Union President from the Office of the College President. The Union shall be accorded the same right to attend and address the Board as any other organization. The Union shall be provided in advance, copies of any materials furnished to representatives of the press and other College organizations.

**Section 2.5. Meetings with the President.** At the request of either party, the President and his/her designee and the Union President and his/her designee shall meet within a reasonable period of time to discuss matters relating to this Agreement. The Union President and his/her designee suffer no loss in pay while attending any such meetings. However, meetings shall be scheduled in such a manner as to minimize the loss of scheduled class time.

**Section 2.6. Use of Facilities and Equipment.** The Union shall have the same right as other interested groups to use the facilities and equipment of the board. Use of said facilities and equipment shall be coordinated by the appropriate administrative officers.

**Section 2.7. Leaves of Absence for Union Officers.** In the event a full-time faculty member accepts full-time employment with the Union, he/she may apply for a leave of absence as provided in Section 4.23(6) of this Agreement.

**Section 2.8. Union Meetings.** On 24 hours' notice to the President of the College, the Union President shall have the right to schedule Union meetings during normal working hours in the facilities of the College, provided no meetings of the faculty

have been scheduled for the same time and provided no faculty member shall be released from his/her scheduled classes to attend such meetings. Once a Union meeting has been scheduled in accordance with this Section, no new meetings involving Union members shall be scheduled or held at the same time.

**Section 2.9. Information to the Union.** The Board shall make available, in advance, to the Union any official records, reports, and other written documents which have been made available to the press.

**Section 2.10. New or Revised Forms.** Any new or revised forms used to carry out the provisions of this Agreement shall be in accordance with this Agreement.

**Section 2.11. Release Time for Union Officers.** The Prairie State College IFT Local 3816 will receive three (3) hours per semester for release time to be distributed to union officers at the discretion of the Executive Council.

## **ARTICLE III**

### **Board Rights**

**Section 3.1. Board Authority.** The Board, on behalf of the electors of the district, retains and reserves the ultimate responsibilities for proper management of the College District conferred upon and vested in it by the Statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibilities for and the right:

- (1) To maintain executive management and administrative control of the College District and its properties and facilities and the professional activities of its employees as related to the conduct of College affairs;
- (2) To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- (3) To establish the grading system and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (4) To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board policy or as the same may from time to time be amended;
- (5) To determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignments of those in the bargaining unit.

**Section 3.2. Board Responsibilities.** The exercise of the foregoing powers, rights and authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty to be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under the Illinois Community College Act or any other national, state, county, district, or local laws or regulations as they pertain to education.

## **ARTICLE IV**

### **Conditions of Employment**

**Section 4.1. Academic Freedom.** Each member of the Faculty is a member both of a learned profession and of an educational institution. When speaking or writing, he or she should be free from institutional censorship or discipline, but the special position of a teacher in the community imposes special obligations. As a person of learning and an educator, one should remember that the public may judge the profession and the institution by a teacher's statements. Hence, a teacher should at all times be

accurate, should show respect for the opinions of others, and should make every effort to indicate that he or she is not speaking for the institution. The Board recognizes its responsibility to protect and encourage the search for truth and its dissemination, as each member of the Faculty must recognize his/her or her obligations in these matters.

**Section 4.2. Course Content.** Within the broad framework of academic freedom affirmed above, faculty members shall continue to have the right and responsibility to determine course content, student evaluation measures and textbooks, subject to applicable written College policy, procedure and appropriate state guidelines and/or regulations.

**Section 4.3. Administration and Faculty.** (1) No agreement signed with the student governing body nor any agreement hereafter approved by the President of the College or the faculty with the student groups or any other external groups (including AIU) shall abrogate the rights of faculty members under this Agreement.

(2) In the event of an assault or battery on a faculty member during the academic year (and the summer session) on campus or off campus while in performance of official College duties, the Board shall:

(a) Immediately take whatever steps are necessary to protect the faculty member;

- (b) Immediately take steps to suspend from the College any student where it has been sufficiently established that the student participated in the assault or battery on the faculty member;
  
- (c) At the request of the faculty member, provide legal assistance (as selected by the Board) connected with the prosecution of criminal charges against the individual or individuals accused of such an assault or battery.

**Section 4.4. Distribution of Contract and Benefit Information.** This Agreement shall be reproduced by the Board and one copy shall be distributed by the Board to each faculty member. Additional information which may be needed by faculty members in order to clarify questions concerning specific benefits may be obtained by them upon request to the Human Resources Office.

**Section 4.5. Rights of Faculty Members.** In the event of any conflict between the terms of an individual contract of employment and the terms of this Agreement, the latter shall be controlling.

**Section 4.6. Personal File.** Upon appropriate request, faculty members covered by this Agreement may review, within the next business day, their personal

cumulative file which is the only official file, other than their official credentials, but nothing may be removed from said file for the purpose of copying unless such materials are to be used in any litigation or in any arbitration hearing conducted under the terms of this Agreement. Faculty members covered by this Agreement may file a rejoinder in their personal file if they so desire.

**Section 4.7. Determination of Seniority.** Seniority — the priority that comes because of length of service in the College — will be determined within a discipline/program area of the College on the following basis:

- (1) Seniority of faculty members is based on the date of beginning of continuous full-time employment with District No. 515 or District No. 206 (if employed prior to October of 1967) and subject to the discipline(s) in which qualified to teach. In situations where faculty become qualified to teach in a second discipline on a date subsequent to the initial time of employment, one-half of previously accrued seniority up to a maximum of ten years will be used for purposes of determining the basis for seniority as it relates to the second discipline. Any persons hired after September 1967 from District No. 206 will qualify for seniority from date of beginning of continuous full-time employment with District No. 515.

- (2) Conflict of seniority among faculty members with the same beginning date of continuous employment and who began said employment prior to July 1, 1974, shall be resolved by rotating each year on the seniority roster. Rotation order shall be the same as the chronological order in which their contracts were signed.
  
- (3) Conflict of seniority among faculty members with the same beginning date of continuous employment and who began said employment on or after July 1, 1974, shall be resolved by reference to their initial contracts. In such circumstances, seniority order shall be the same as the chronological order in which their contracts were signed.
  
- (4) Any tenured faculty member who accepts an administrative appointment shall not accrue seniority but shall retain tenure during the time he/she serves as an administrator. No faculty member who accepts an administrative appointment may be transferred back to the bargaining unit if such transfer would result in the layoff of any faculty member included in the bargaining unit.

**Section 4.8. Qualifications to Teach.** The qualifications to teach in discipline/programs shall be determined by the appropriate Dean, in consultation with the

faculty, and approved by the Vice President of Academic Affairs. Minimum qualifications shall be on file with the Deans and the Vice President of Academic Affairs.

**Section 4.9. Scheduling.** Scheduling of faculty assignments to disciplines/program areas shall be determined in the following order:

- (1) Availability of work;
- (2) Qualification of the faculty member as provided in Section 4.8;
- (3) Whenever a person is the sole person qualified to teach a course or courses, he/she shall choose it or them first as part of his/her regular load;
- (4) Where two persons are equally qualified, seniority within the discipline/program area shall govern, subject to the following qualifications:
  - (a) A senior faculty member may not exercise a choice of a second elective course within his/her subject or field of teaching within his/her discipline/program area each semester until other members of his/her discipline/program area qualified in the

same subject or field have made a first choice of electives in the order of their seniority. The same principle of alternating choices shall apply until all electives are assigned.

- (b) All faculty members shall have an obligation to teach their fair share of subjects within the general education core taught by their discipline/program area.
  - (c) A faculty member who has developed a new course may elect to be considered the sole person qualified as defined in 4.9(3) to teach a section(s) of that course for the first two semesters the course is taught.
- (5) Learning communities, both coordinated and linked, shall be coordinated, scheduled, and selected by faculty separately from the departments or areas from which the courses and faculty are drawn:
- (a) In scheduling learning communities, the Learning Community Coordinator shall work closely with the department chairs/program coordinators and Deans.

- (b) Whenever possible, courses/faculty (including adjunct faculty) for learning communities will be approved by the Learning Community Coordinator prior to the staffing of classes in the faculty member's department, and before the Master Schedule is finalized.
  - (c) Full-time faculty who are approved for a learning community shall retain their seniority for course selection in their respective departments/areas regardless of having already selected a learning community.
- (6) If a faculty member is qualified as provided in Section 4.8 to teach in a discipline different from his/her assigned area, he/she may select a course(s) as overload or to fulfill load after all faculty in that department have selected both load and overload.
- (7) Selection of classes by faculty shall be completed from the master schedule by the final draft due date. The master schedule shall be made available by the Administration not less than eight (8) working days in advance. These class selections shall be kept on file by the Dean of each area,

with normal load and overload choices separately identified.

In the event that sections are added to or dropped from the master schedule due to registration patterns, the original selection process will not be repeated. Instead, the following procedure will be used:

When **courses are added**, they will be offered to qualified faculty as stipulated in Section 4.9(4). If, after a reasonable attempt is made, a faculty member cannot be contacted, the available section(s) will be offered to the next faculty member in order.

When courses are **cancelled from the normal load** of a faculty member:

- (a) He/she must first count any overload as normal load;
- (b) If normal load requirements are still not met, he/she may bump sections from a adjunct instructor;

- (c) If normal load requirements are still not met, he/she may bump section(s) from the overload of any full-time instructor;
  
- (d) If normal load requirements still cannot be met, he/she may bump sections from the normal load of a full-time instructor with less seniority.

When courses are **cancelled from the overload** of a faculty member:

- (a) He/she may bump sections from a adjunct instructor;
  
- (b) If there are no sections available, he/she may bump the overload choice of a full-time instructor with less seniority.

**Section 4.10. Professor Emeritus.** A tenured faculty member who elects to retire from the College under the State Universities Retirement System (SURS) and who desires to continue a professional affiliation with the College may do so with Professor Emeritus status. Subject to an annual approval by the appropriate Dean, course availability and Article 4.8 of this contract, a Professor Emeritus shall have priority of course assignment (limit of 10 credit hours a semester) before adjunct faculty

assignments are made. If two Professors Emeritus in the same department wish to select courses for a semester, the greater seniority at the time of retirement will determine the first choice of available work for which both are qualified. The rate of pay for credit hour shall be at the same rate as the current overload rate and/or summer rate for full-time faculty. In addition, the College shall provide an office for Professors Emeritus that is separate from that provided to adjunct faculty.

**Section 4.11. Course Selection for Summer.** Scheduling of faculty assignments to disciplines/program areas for the summer semester shall be determined in the following order:

- (1) Availability of work;
- (2) Qualification of the faculty member as provided in Section 4.8;
- (3) Need to fulfill minimum load due to a variable load in a previous semester;
- (4) When two persons are equally qualified, course selection will begin with a different person each summer, beginning in Summer 2007, with the most senior faculty member. Each ensuing summer, course selection will begin with the next most senior person in the department/program until all

faculty have had an opportunity to select first at which time the rotation will begin again.

- (a) A faculty member may not select a second class within his/her department until other qualified faculty members in the same department/program have had the opportunity to select a first class in the order of their seniority rotation. The same principle of alternating course selection shall apply until all courses have been chosen.
  
- (b) A faculty member who has developed a new course may elect to be considered the sole person qualified as defined in 4.9 (3) to teach a section(s) of that course for the first two semesters the course is taught.

**Section 4.12. Application of Seniority and Rotation to Work Above the Regular Course Load.**

- (a) Extra work is considered to be teaching assignments in excess of the teaching load as defined in Section 4.19.
  
- (b) The 1.3, 1.5, 1.6, 1.7, 1.8 designation from the Program Classification System (PCS)

Categories found in the ICCB Generic Course List (Appendix A) will not be considered extra work.

- (c) Prior to offering courses classified PCS 1.6, the discipline/program area will be contacted in the initial planning and development stages to allow the discipline/program area faculty the opportunity to become involved with these course offerings.
- (d) Full-time faculty who have been approved to develop courses for any of the above categories will be given priority in teaching assignments for those courses unless extenuating circumstances are present.
- (e) In the event that a faculty member's load falls below the normal load from PCS categories 1.1, 1.2, and 1.4, then all the above categories, excluding PCS 1.3, shall be available to fill the normal load, subject to Section 4.8.

- (f) Seniority and rotation will be the basis for assigning extra work. An equitable rotation for extra work may be achieved by a system agreed upon by the majority of the full-time faculty within a discipline/program area.
  
- (g) For counselors and librarians "extra work" is defined as contracted work limited to a specific activity beyond the normal load as defined in Section 4.19(2a). For those activities which are not stated in terms of credit hours, the formula for determination of seniority shall be  $\frac{10N}{173}$  where N is the number of days or fractions thereof required by the semester.

**Section 4.13. Registration Duties.** Faculty members shall be available for a minimum of two hours each on Tuesday and Wednesday during the general registration period. If a faculty member prefers to provide consultation time on Monday, he/she may substitute that day for either Tuesday or Wednesday of that week. All faculty members shall provide their Dean with a schedule of the days and hours they will be available no less than one week in advance of general registration.

Faculty members shall not be assigned clerical duties during registration periods other than those incidental to advisement. All preregistration and post-registration duties shall

be handled exclusively by the counseling and administrative staff; this does not preclude appropriate discipline/program area counseling.

**Section 4.14. End of Term Activities.** The duties of teaching faculty during the end-of-term period shall consist of final examinations or other appropriate student evaluation measures, grading, recording of grades, submitting a complete grade report to the appropriate Dean and Admissions. During that period, teaching faculty will schedule one (1) hour for student conferences on each of three (3) days during exam week. The faculty member shall also be available by phone or e-mail on the other two exam days. The faculty member's schedule for student conferences shall be forwarded in writing to the appropriate Dean and a copy posted at the faculty member's office prior to the end of the term. Non-teaching faculty shall complete duties appropriate for his/her area of responsibility.

**Section 4.15. Class Lists.** Each faculty member shall be provided with his/her class lists on the first day of classes. Faculty members teaching English 097, 098, 099, 101 and 102; and faculty members teaching any mathematics class will also receive student academic histories for those classes by the first day of classes. The Vice President of Academic Affairs shall determine and enforce the manner and time for reporting class lists.

**Section 4.16. Credit Union.** Faculty members who wish to participate in the Bloom Township High School Credit Union shall be allowed to do so through payroll deductions.

**Section 4.17. Teaching Programs.** (1) The Vice President of Academic Affairs will establish a master schedule of sections, courses, and hours for the College after meaningful discussion among Department Chairs and Program Coordinators and appropriate Deans. Faculty, subject to the limits established by the seniority provisions and course selection procedures of this Agreement, shall select classes from the Master Schedule and shall forward those selections to the appropriate Dean, Department Chair and/or Program Coordinator. If any changes are necessary after the course selection has been made, the appropriate Deans shall consult with the Executive Council to determine if a department reselection of courses is necessary based on contract language in the interest of arriving at the best solution for all concerned. The Dean, upon approval of the Vice President of Academic Affairs, and after consultation with instructors in the area involved, shall assign adjunct faculty to a course or courses when a Discipline or Program Coordinator does not recommend adjunct faculty for courses.

- (2) Faculty members shall be present on campus for all professional duties and obligations including classes, discipline/program meetings, faculty meetings called by the President, and student conference hours. Each faculty member shall schedule a minimum of five (5) hours for student conferences per week, three (3) of which must be scheduled on separate days of the week to provide maximum convenience for students who wish to confer with a faculty member. Office hours shall be scheduled in increments of thirty (30) minutes or more between 7:30 a.m. and 9:30 p.m.

- (3) No faculty member shall be required to teach classes beginning after 4 p.m. Monday through Friday, without his/her written consent unless scheduling is such as to preclude a full-time day assignment. In such case the faculty member may be assigned one course after 4 p.m. which contributes to the full-time assignment, and this course will not qualify for overload payment.
- (4) Sponsorship of all student clubs shall be on a voluntary basis.

**Section 4.18. Parking at Main Campus.** The Board agrees to continue to provide parking space at no cost for all faculty members covered by this Agreement at the Main Campus located at 202 South Halsted Street, Chicago Heights, Illinois.

**Section 4.19. Travel Expenses.** A faculty member shall receive the College's prevailing rate for travel, which is required by his/her direct assignment. At the end of each month, claims will be submitted to the appropriate supervisor for approval with proper documentation. Travel to and from home is excluded.

**Section 4.20. Health and Safety.** The employer will endeavor to provide safe and healthful working conditions.

- (1) No faculty member shall be discharged for refusal to perform work which is a hazard to his/her health or safety

or that of other faculty members. The bargaining unit member bears the burden of proving that the condition is actually hazardous.

- (2) Faculty members who are required as a condition of employment to obtain specific garments as either protective garments or identifiable garments shall be provided the garments at no cost. Garments provided will be the property of the College.

**Section 4.21. Workload.**

(1) Teaching Load

- (a) The contracted semester load of a full-time faculty member shall be 15 contact hours.
- (b) The normal load for faculty members in the English discipline/program will be 15 contact hours; however, faculty who select two or more composition classes in English 099, 101 or 102 will have a load of 12 contact hours.
- (c) Private music lessons will not count as load and will be paid on a separate fee-per-student basis.

- (d) Should a faculty member's load fall below normal load (15 contact hours; English, 12) due to course cancellation, the faculty member will typically select another class according to the procedures outlined in Section 4.10 (Application of Seniority and Rotation to Work Above the Regular Course Load). Alternatively, he/she may choose to use a variable load between semesters, i.e., his/her load may be unequally divided between the fall and spring semesters of any academic year and the following summer session, provided that the teaching load for any one semester does not fall below 50 percent of regular teaching load. Within a 12-month period, the faculty member must be able to fulfill the year's load agreement. Lastly, a faculty member may exercise the option to forfeit an amount equal to the current highest adjunct rate for each contact hour below normal load. A faculty member may exercise this option no more than once in a 3-year period and may forfeit no more than 6 contact hours in any 6-year period.

- (e) In the event the faculty member's load exceeds 15 contact hours, he/she shall be paid on an overload basis. Compensation for overloads will be calculated by multiplying the appropriate rate times the amount that the total contact hour assignment exceeds 15. For faculty assigned two or more composition classes in English 099, 101 or 102, the faculty member shall be paid on an overload basis when load exceeds 12 contact hours.
  
- (f) A faculty member, with his/her consent, may be assigned an overload for any semester. The maximum contact hours that may be assigned to a faculty member for any one semester is 23. However, faculty who select two or more composition classes in English 099, 101 or 102 may accept 20 hours for any one semester.
  
- (g) A faculty member who selects an internship as part of his/her load will be compensated using the maximum credit hours that the course carries if the class has ten (10) or

more students enrolled (i.e., a 3-credit hour class will carry a 3-hour load.) If the class has fewer than ten (10) students, the instructor will be compensated at a rate of .3 or .4 per student depending on the maximum credit hours the course carries. The first time a specific internship is offered, compensation will be given for the purpose of establishing sufficient intern contacts. The number of units will be mutually agreed upon by the faculty member and the dean.

- (h) A faculty member, with his/her prior consent, may be assigned to teach an under-enrolled section of a course which will count as a pro-rated number of contact hours. The pro-rated load will be calculated as follows: the number of students times .1 for each contact hour of the course (e.g., 3 students in a 4-credit hour class would be  $3 \times .4 = 1.2$  contact hours) until there is an enrollment of 10 students in the section. No section with 10 students or more may be pro-rated.

- (l) The maximum summer load shall be 12 contact hours.

(2) Workload for Non-Teaching Faculty

- (a) The normal workload for counselors and librarians will be thirty-five (35) hours per week excluding lunch. However, they shall not be required to work more than seven (7) hours per day. Their duties are defined in the Administrative Procedures Manual. No counselor shall be assigned to teach any courses as part of his/her normal workload unless the affected counselor and the Dean mutually agree as to how such teaching duties shall be equated for purposes of determining normal workload.
  
- (b) Non-teaching faculty who elect to accept an additional assignment evenings or Saturdays will be compensated at the rate of \$550 for each additional two and one-half hour assignment (includes 8 percent pension pick up) per semester.

- (3) Variable Workload. Under special circumstances and after consultation with the appropriate Dean, a faculty member may exercise an option to use a variable load provided that the teaching load dropped for any one semester does not exceed 20 percent (25 percent for English faculty) of a regular fall/spring teaching load. Within a 12-month period, the faculty member must be able to fulfill the full year's load agreement. If a variable load prevents other faculty members in the same department from making load or selecting overload, the faculty member must make up the teaching load in the summer semester. Selecting a variable load for a semester does not relieve the faculty member of normal full-time responsibilities such as committee work, office hours, etc. A faculty member may not exercise this option in any two consecutive years.

#### **Section 4.22.**

- \_\_\_\_\_ (1) **Horizontal Salary Increments on the Salary Schedule**. If within one (1) week after the date the fall or spring term is to begin, as designated in the college calendar, a faculty member covered by this Agreement submits an official grade report or transcript of approved, completed graduate hours sufficient for a horizontal increment, said faculty member shall receive the horizontal increment at the start of said fall or spring term. If a grade report is submitted to show proof of successful completion of courses, an official transcript must be submitted before the semester ends. Such graduate hours must be approved in advance by a committee of two faculty members from the applicant's division and the appropriate Dean. Each year the faculty members for the committees will be

appointed by the Executive Council. If a faculty member intends to enroll in a degree program, the program, if approved by the appropriate committee, shall be approved as a whole rather than on a course-by-course basis. The committee's recommendation will go to the Vice President whose decision will be final.

(2) **Professional Development Credits**

- (a) Professional Development Credit(s) may be awarded for
- Completion of professional workshops, seminars and undergraduate or non-credit courses.
  - Completion of a course, program, seminar or workshop for which Continuing Education Units (CEUs) are awarded. The CEUs must be recognized or awarded by a professional association or state licensing or credentialing agency.
  - Completion of a master class taught by a recognized professional or master in the faculty member's discipline; ordinarily master classes are appropriate for faculty members in fine and performing arts disciplines.
- (b) A Professional Development Credit (PDC) may be used in lieu of graduate study for up to 60 percent of the additional credit hours required for lane movement. Approval to exceed the 60 percent limit may be granted upon recommendation of the appropriate dean and approval by the Vice President of Academic Affairs.

- (c) PDCs may not be used to replace a required graduate degree or to determine initial placement on the salary schedule.
- (d) In all cases Professional Development Credits must contribute directly to a faculty member's professional qualifications or to other institutional responsibilities of the faculty member. Faculty must submit a PDC Completion Form within sixty (60) days (excluding the summer term) of the conclusion of the eligible activity to the appropriate dean. A committee composed of academic deans and an equal number of faculty will meet one time a semester or as needed to review and approve PDC's based on guidelines that have been developed by the committee.
- (e) PDCs will be awarded on this scale:
- |                     |                  |
|---------------------|------------------|
| 3-6 contact hours   | .25 PDC credits  |
| 7-10 contact hours  | .50 PDC credits  |
| 11-14 contact hours | .75 PDC credits  |
| 15-18 contact hours | 1.00 PDC credits |
- (f) Up to two (2) PDCs may be carried over from one lane change to the next; no additional banking of PDC credits will be permitted.

**Section 4.23.**

- \_\_\_\_\_ (1) **Pay Period.** Faculty members covered by this Agreement shall have the option of receiving their base contract amount in twenty (20) or twenty-six

(26) payments every second week, commencing with the last scheduled Friday payday in August.

- (2) **Automatic Check Deposit.** All faculty members, except in extenuating circumstances, will participate in electronic paycheck deposit at the financial institution of his/her choice.

**Section 4.24. Step Increments.** No full-time faculty member covered by this Agreement shall be denied an annual increment without cause stated in writing to the faculty member.

**Section 4.25. Leaves.**

- (1) **Medical Leave.**

- (a) A faculty member shall be credited with sixteen (16) days of medical leave at the beginning of employment to be used for his/her absence caused by illness, accident or physical disability which prevents him/her from performing his/her duties on instructional days (i.e., every day in the academic year). Starting with the second year of full-time employment and each year of full-time employment thereafter, faculty members shall be credited with twelve (12) medical leave days at the beginning of the

academic year accumulative to three hundred twenty-four (324) days. For the purpose of retirement only, medical leave days can accumulate to the maximum number of days allowed by SURS for credit toward years of service.

- (b) A faculty member who has exhausted his/her accumulated medical leave as a result of a serious illness or accident which requires absence for an extended period of time will be permitted to borrow no more than a total of twelve (12) additional medical leave days from the medical leave days which he/she would be credited with during the next academic year, provided that any faculty member who leaves the employment of the Board while owing for medical leave borrowed in the past shall repay the Board for such sick leave, and if this obligation is not repaid, the amount of the obligation may be deducted from any funds due him/her.
  
- (c) In the event of six (6) or more contract days of consecutive illness, the College may

require a faculty member to submit to an examination by a physician to determine the nature of his or her temporary disability. Upon making application to resume his or her duties following a temporary disability, the Board may require an examination by a physician to determine his or her fitness to resume full-time duties.

- (d) If a faculty member is absent for more than six (6) consecutive contract days, a medical leave day will be used for each contract day regardless of the faculty member's teaching schedule.
- (e) Each tenured faculty member who has exhausted his/her accumulated medical leave shall be given up to twenty (20) days of additional medical leave during his/her tenure at Prairie State College.
- (f) There shall be no charge against a faculty member's medical leave if another faculty member teaches his/her class without being paid for the class. The appropriate Dean

will be notified as soon as the arrangement has been made.

- (g) Should a faculty member's load fall below fifteen (15) contact hours due to medical or extenuating circumstances, the faculty member may exercise an option to use a variable load between semesters provided that the teaching load for any one semester does not fall below 50 percent of regular teaching load. Within a 12-month period, the faculty member must be able to fulfill the full year's load agreement.
- (h) Each faculty member shall receive a statement of his/her accumulated medical leave bank with his/her paycheck on or before November 1.
- (i) Medical leave shall be interpreted to mean personal illness, quarantined at home, or serious illness of members of the faculty member's immediate family. Members of the immediate family shall mean the faculty member's spouse, domestic partner,

children, parents, brothers, sisters and in-laws.

(j) Medical days are not cumulative during any approved leave of absence.

(k) **Sick Leave Bank.**

(l) At the beginning of each fiscal year, each faculty member desiring membership in the sick leave bank shall contribute one medical leave day of his/her accumulated allowance to a common bank to be administered by the Union. Faculty who are members of the sick leave bank, who have exhausted their accumulated sick leave and personal days, may make reasonable withdrawals as determined by the Union from the sick leave bank, providing that there are sufficient days available in the bank and provided that a

physician's statement is included with each request for such benefits.

- (ii) The days remaining in the bank at the end of each fiscal year will not be returned to contributing faculty, but will be carried over. A faculty member whose withdrawal from the sick leave bank is approved by the Union, will continue to receive such sick leave days from the bank until either the exhaustion of the sick leave bank or the Union's decision to terminate such withdrawals.

- (2) **Personal Leave**. Each faculty member shall be granted two (2) days annually without loss of pay for personal leave upon notifying his/her Dean at least twenty-four (24) hours in advance of the use of the days. Personal leave is not cumulative; however, unused personal leave shall be converted to medical leave at the end of each academic year.

(3) **Emergency Leave.**

- (a) An eligible faculty member covered by this Agreement will be granted emergency leave of up to five (5) days with no loss of pay in the event of the death of the faculty member's parent, spouse, domestic partner, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild or other member of the immediate household, upon notification of the appropriate Dean.
- (b) If a faculty member is absent from work because of an event not covered by some other leave policy and wishes to have such absence declared an emergency, the faculty member may make application to the appropriate Dean, stating the nature of the emergency and requesting that he/she suffer no loss of pay because of it. The Dean shall make a recommendation to the President who may grant such a request at his/her discretion. If the emergency extends beyond five days, the faculty member may be required to pay for a substitute for the additional days. Emergency leave can only

be used after personal leave has been exhausted.

- (4) **Jury Duty**. Faculty members who are summoned to court to perform jury duty or who are subpoenaed to attend court to testify in matters in which they have no personal or pecuniary interest shall suffer no loss of salary.
  
- (5) **Extended Parental Leave**. A faculty member may request from the Board an extended parental leave without pay for a period not to exceed two (2) years from the birth or adoption of a child. Insofar as possible parental leave shall commence with the beginning of the fall or spring term. A faculty member on a parental leave shall make his/her intention to return to work known to the President of the College, in writing, no later than three (3) months before the end of his/her leave. At such time, the appropriate Dean will make a reasonable attempt to verify a desire to return or resign. A faculty member returning from such leave shall return only at the beginning of fall or spring term.

Parental leave shall not be considered a break in continuous service, provided, however, the period of absence on such leave shall be excluded in computing the

necessary period of time for tenure. The group insurance program provided for full-time faculty members pursuant to this Agreement, shall be continued for a period of up to one (1) year while on parental leave.

- (6) **Faculty Leave of Absence.** The Board may grant a faculty member's request for a leave of absence without salary for a period not to exceed one year for purposes of recuperating from ill health, study, or other purposes related to the faculty member's professional responsibilities and growth. If the Board approves such a leave, the faculty member shall receive credit for an equivalent amount of time on the salary schedule and the faculty member may continue to be covered by the College's group insurance program if he/she pays the full cost during such a leave.

Credit may be granted in SURS for the period of said leave not in excess of one year, provided the member returns to his/her position following expiration of the leave, i.e., the faculty member resumes regular full-time employment for which contributions are required and provided the faculty member makes the required payment. If such credit is desired, the faculty member shall initiate the application and shall submit an affidavit to SURS.

A request for a leave of absence pursuant to this subsection shall be submitted in writing to the appropriate College Vice President at least two (2) months in advance, stating the dates and the reason for the request.

(7) **Temporary Reduction of Load and Salary**

The Board, *in its sole discretion*, may grant a tenured faculty member's request for a temporary reduction of up to one-half ( $\frac{1}{2}$ ) of his/her teaching load for one semester *only* for reasons of *the faculty member's* health or for the care of a faculty member's spouse, domestic partner, child, or parent. During this semester of temporary reduction of load, (1) the faculty member's salary shall be reduced by a share proportionate to the reduction of his/her load, (2) the sick and personal days that a faculty member may accrue shall be reduced by a share proportionate to the reduction of his/her load, and (3) the faculty member shall be responsible for the proportion of health benefit costs to the College equal to the proportion of salary reduction. During *this semester of* temporary reduction of load and salary, the faculty member *shall be* expected to fulfill contract office hours and to attend meetings as required in regular semesters.

A request for temporary reduction of load and salary pursuant to this section shall be submitted in writing to the appropriate College Vice President at least two (2) months in advance, stating the dates and the reason for the request. Emergency requests (i.e., those submitted less than two months in advance) may be made and shall be supported by evidence of the request's emergency nature.

- (8) **Sabbatical Leave of Absence.** Tenured academic personnel at the end of each period of six (6) or more years of continuous service since June 30, 1958, in Illinois Community College District 515 may apply for a sabbatical leave of absence for a period of time not in excess of one year. The Board in its discretion shall determine whether or not to grant a request for sabbatical leave and in considering a request for such a leave shall be guided by the following:

- (a) Eligible faculty members covered by this Agreement may submit to the President not later than April 15 for a leave that will begin in August and October 15 for a leave that will begin in January, a request in writing for such leave and a detailed plan for study or educational travel. If approved by the

Board, the leave shall be conditional upon a plan for resident study, research, travel, or other activities proposed by the applicant and deemed by the Board to benefit the College, which plan must be approved by the Board and not thereafter modified without approval of the Board.

- (b) Applications shall be considered in the order in which they are received, but the Board need not be bound to be guided alone by such order.
- (c) Not more than three percent of the total number of academic personnel may be granted leave under this plan in any semester.
- (d) Those granted sabbatical leave shall continue in the employment of the College district during such leave of absence and shall receive one-half of his/her scheduled salary for an academic year of leave or full salary for one semester of leave. The

Board will maintain full benefits for faculty who are on sabbatical leave.

- (e) Before a leave is granted pursuant to this section, the applicant shall agree in writing and/or provide an assurance bond, if requested, that if, at the expiration of such leave, he/she does not return to and perform contractual continued service in the district for at least two academic years after his/her return, all sums of money received from the Board during his/her sabbatical leave will be refunded to the Board unless such return and performance is prevented by evidence of illness or incapacity satisfactory to the Board.
  
- (f) The person on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted and is approved in advance by the Board. A sabbatical leave may be granted to enable the applicant, if otherwise eligible, to accept scholarships for study or research.

Unless justified by illness or incapacity, failure of any person granted a leave under this section to devote the entire period to the purposes for which the leave was granted shall render him/her liable to the forfeiture of an appropriate part of the funds and benefits allotted for that leave.

- (g) Upon expiration of a leave granted pursuant to this section, and upon presentation of evidence satisfactory to the Board showing compliance with the conditions of the leave, the faculty member shall be returned, if possible, to a position equivalent to that formerly occupied. The contractual continued service status of the person on sabbatical leave shall not be affected.
  
- (h) Absence during a leave granted pursuant to this section shall not be construed as a discontinuance of service for any purpose, including progression on the salary schedule if one is in effect in the district. The Board shall pick up and pay the contribution to the SURS required of the

person on leave out of his/her salary for the period of the leave computed on the salary of such person for the year immediately prior to the leave.

- (l) This section in no way limits the power of the Board to grant leaves for other purposes.

(8) **FMLA Leave of Absence**

- (a) The Family Medical Leave Act (FMLA) allows employees up to twelve (12) weeks of leave without pay to attend to personal/family medical or child rearing/maturing purposes. A faculty member shall apply in writing to the Board at least sixty (60) days prior to the proposed commencement date of leave. In instances where a sixty (60) day prior notice is not possible, the notice requirement may be waived upon written request.
- (b) Said leave of absence shall be granted for a period not to exceed twelve (12) weeks to bear a child, or to rear a child, under the age of five (5) years, who is the applicant's child

by birth, adoption, or for whom legal guardianship has been assumed. A medical certification (Form WH-380) must be completed and signed by a physician to confirm eligibility and must be received by Human Resources before leave is granted.

- (c) All FMLA leaves of absence shall be without pay or other compensation. Those faculty who have available medical leave and personal days may, at their option, choose to utilize same in order to continue their income during the leave. If this option is selected, it must be done in a manner that begins on the first day of the leave. Once any leave goes into its first day of non-paid time, the balance of the leave shall remain unpaid.
  
- (d) The Board will provide medical insurance coverage in accordance with Section 6.1 for the duration of the approved FMLA leave, even if the accumulated medical leave and personal days have been exhausted.

- (e) The faculty member shall make his/her intention to return to work known to the appropriate Dean in writing at least thirty (30) days before the termination of the leave, when possible.
  
- (f) For FMLA purposes, the leave year shall be defined as a rolling year beginning with the first day of the FMLA leave.
  
- (g) Further information about FMLA may be obtained by interested faculty members from the Department of Labor's Web site at [www.dol.gov/esa/fmla.hmt](http://www.dol.gov/esa/fmla.hmt).

**Section 4.26. Class Size.** Capacity of class size shall be determined by the Vice President of Academic Affairs. Class size limitations shall not exceed numbers on the Course Limit Master List (August 2006, see Appendix E) unless agreed to by the faculty member involved. In addition, the class size for any one section will not exceed the room capacity to which that section has been scheduled.

**Section 4.27. Elimination of Previously Established Programs.** Prior to making the final decision with respect to the elimination of a previously established program that has been in existence for at least three years, faculty members that would be directly affected by the elimination of such a program shall have the right to make a

presentation to a review committee composed of the College President, the appropriate Vice President, a Board member designated by the Chairman of the Board, and where applicable, the Chairman of the Program Advisory Committee. The term "program" as used in this section shall mean a program approved by the Illinois Community College Board leading to a certificate, A.A., A.S., and A.A.S. and appearing in the Prairie State College catalog.

It is specifically understood that the right to decide whether a given program shall be continued or eliminated rests with the Board.

**Section 4.28. Tuition Waiver.** Full-time and retired full-time faculty members will receive a full tuition waiver (once per course) to enroll in credit courses offered by the College. These tuition waivers include the cost of tuition and mandatory fees, but exclude the cost of course-specific fees. During a term in which a full-time faculty member is teaching full-time, s/he will be limited to six credit hours of tuition waivers. Spouses and unemancipated children of full-time faculty members will receive a 50 percent tuition waiver. On or before the last day of late registration, the faculty member, retiree, spouse or unemancipated children must complete a Tuition Waiver Request Form and submit it to the Office of Admissions. If a grade of A, B, or C is not listed on the final grade sheet, the money waived for the full-time faculty member, spouse, or unemancipated child will be recovered by the College through payroll deductions spread over the following semester. If an Incomplete grade is received, a passing grade must be received by the end of the following semester (excluding summer). Retirees who do not receive a grade of A, B, or C will be obligated to reimburse the College for the tuition waiver.

For purposes of this section only, all persons eligible to receive Tuition Waivers shall be considered in-district residents.

**Section 4.29. Cooperatives.** During the term of this Agreement, no cooperative between Prairie State College and any other Community College District involving an existing course, or discipline/program area will be established without written notification to the Union prior to reaching an administrative decision. The College President and/or his/her designated representative(s) shall meet with the designated representative of the Union and a representative of the appropriate discipline/program area if the proposed cooperative involves specific courses to discuss in good faith whatever proposals the Union might have concerning this matter. Written proposals, if any, of the Union and/or the discipline/program area representative shall be forwarded to the Board along with the recommendations of the President.

**Section 4.30. Layoff Procedure.** The reduction in force of faculty members shall be in accordance with the provisions of Chapter 122, Section 103-B5, Illinois Revised Statutes, and Section 4.8 of this Agreement.

**Section 4.31. Termination of Seniority.** Seniority shall be terminated if the faculty member:

- (1) quits or resigns;
- (2) is terminated in accordance with the provisions of this Agreement;

- (3) retires or is retired;
- (4) is laid off for a period of 24 months from the beginning of the academic year for which the faculty member was dismissed;
- (5) fails to respond to notification of recall within two weeks after receipt of such notification. Notification of recall of a faculty member shall be by registered mail addressed to the most recent address provided by the faculty member. It shall be the responsibility of the faculty members laid off to advise the Office of the President in writing of their latest address;
- (6) fails to return from an approved leave of absence at its expiration.

**Section 4.32. Early Retirement.** At the sole discretion and upon the approval of the Board of Trustees, a faculty member may be permitted to participate in the Early Retirement Plan prior to reaching the age of 65 in accordance with the following conditions:

- (1) To be eligible, a faculty member must have at least fifteen (15) years of seniority as defined by Section 4.7 of this Agreement and must be at least 55 years of age and be no older than 64 years of age as of June 30 of the year in which the faculty member requests to participate in the plan. A faculty member who wishes to participate in the

plan must notify the President in writing of his/her intention on or before January 1 of that year.

- (2) Early retirement compensation will be at the rate of 1/5 of the participant's base salary for the last year of full-time teaching. Payments will be made monthly for a maximum of five (5) consecutive years, provided that no payment will be made after the completion of the academic year in which the participant reaches his/her 65th birthday. The faculty member who will retire under both the college early retirement plan and SURS early retirement will have the option of receiving, during the first month of retirement, an interest free loan from the College in an amount equal to the first year's total payment. Said loan will be repaid by depositing a power of attorney with the business office that allows for repayment from the retirement compensation checks that will be issued during the first year.
- (3) Upon the death or permanent disability of the participant, all compensation payments will cease and the Board will have no further obligation to the participants or their beneficiary; except that, upon death of the participant, the designated beneficiary of the participant (or if no beneficiary is designated, then the participant's estate) will

receive the balance of the early retirement compensation, if any, for the year in question.

- (4) Participants will be allowed to enroll in the College group hospitalization insurance plan on the same basis as a full-time faculty member so long as the insurance company writing coverage continues to approve such participation. The retiree will be responsible for paying the full amount of the premium applicable to the particular coverage.
- (5) Participants will render mutually agreed upon appropriate services to the College during the period of early retirement. Such services shall not be inappropriate solely because they are rendered off campus.

**Section 4.33. Final Year Salary for Retiring Faculty.** A retiring faculty member may participate in the final year salary program provided he/she meets the following criteria:

- (1) Be at least fifty-five (55) years of age by June 30 of the retirement year and have at least twenty (20) years of service as a full-time faculty member at Prairie State College.
- (2) Notify the President in writing of his/her intention to participate prior to May 1 of the year before his/her last full

year of employment. Such notice must be in the form of an irrevocable letter of retirement.

- (3) Be eligible to retire under the Illinois State University Retirement System (SURS) and receive an immediate retirement benefit.
- (4) Have sufficient service credit and/or age credit with SURS to exempt the College from the payment of any "employer" penalty or other additional amount to SURS.

For any faculty member who qualifies under this provision, the Board shall increase his/her final year base salary by six percent (6%), subject to the limitation of creditable compensation as outlined in Section 5.9 of this contract. This increase shall be inclusive of all wage schedule increases occurring during this period which may have been applicable to the retiring faculty member.

A faculty member who commences participation in this incentive and who fails to comply with the provisions herein shall reimburse the College for any increased salary benefit granted under this provision, including tax and pension withholdings. Upon complete reimbursement, the faculty member shall be entitled to any general wage increase which would have been applicable during this period.

This provision is subject to SURS rules and regulations and to the creditable compensation limitation.

**Section 4.34. Due Process.**

- (1) No faculty member shall be disciplined without just cause. The concept of just cause shall include the appropriateness of the disciplinary penalty imposed.
- (2) Absent emergency circumstances, the appropriate administrator shall meet with the affected faculty member before taking disciplinary action. At such meeting the affected faculty member shall be advised of the reason or reasons for the contemplated disciplinary action. If during such a meeting a faculty member requests additional time within which to respond to the matter, the meeting shall be adjourned, provided it shall be reconvened in not less than two days thereafter. The faculty member shall have the right of Union representation at such reconvened meeting.
- (3) If disciplinary action is taken, the faculty member will have an opportunity to submit a written rebuttal and such shall become part of the faculty member's personnel file upon request.
- (4) If the disciplinary action involves a suspension without pay, the faculty member has the right to appeal said action to the Board of Trustees in accordance with the applicable Board policy or through the grievance and arbitration

procedure set forth in Article VII of this Agreement. The faculty member's election remedy shall be final and binding on the faculty member and shall constitute a waiver of his/her right to pursue the remedy not elected. Notwithstanding the foregoing, disciplinary action other than a dismissal or termination may be appealed in accordance with the grievance and arbitration procedure set forth in Article VII of this Agreement.

- (5) The grievance and arbitration procedure set forth in this Agreement shall not be applicable to termination of tenured faculty members for cause.
- (6) The non-renewal of a probationary faculty member's contract or a decision to reduce the number of faculty members employed by the Board shall not be considered disciplinary action for the purposes of this Article.

**Section 4.35. Faculty Evaluation System.** Any modification in the current faculty evaluation system must be reviewed by a joint committee of the Union and Administration prior to becoming effective.

**Section 4.36. Placement of New Faculty on the Salary Schedule.** Before a new faculty member is hired, the Vice President of Academic Affairs will consult with the appropriate Dean, the union president (or his/her designee), and the chair of the

hiring committee regarding the candidate's placement on the salary schedule. No newly hired faculty shall be placed on the salary schedule at a salary greater than any faculty member who has the same education and years of experience.

In addition, prior to Board approval, a final candidate for a full-time faculty position shall acknowledge receipt of 1) the appropriate salary schedule and 2) a statement that his/her placement on the salary schedule cannot be altered except as specified in the Board-Union contract.

**Section 4.37. Faculty Projects.** Extra compensation for special projects will be determined by agreement between the Dean and the faculty member. Both the appropriate administrator and the faculty member will sign a contract outlining the project and the compensation.

**Section 4.38. Professional Development.** At the beginning of each semester there will be two days of on-campus activities which will include the equivalent of one (1) day designated for professional development and one (1) day for individualized faculty planning, which may include departmental planning. Faculty members are encouraged to pursue additional development activities on an individualized basis during each semester. All reasonable requests for registration fees and travel expenses, limited by a total annual budget, may be granted by the appropriate Dean. Participating faculty members will be expected to prepare a brief report to the department faculty describing the professional development activity.

**Section 4.39. Distance Learning.** Distance learning shall be defined as either a telecourse or an online course.

- (1) Course selection will follow Section 4.9, (4)(c) of the contract.
- (2) A faculty member teaching a distance learning course will be evaluated according to the same procedures outlined in the Faculty Evaluation System document.
- (3) The College will provide technical training to the faculty member for distance learning at no expense to the faculty member.
- (4) In any given semester as part of regular load, a faculty member may select a maximum of two distance learning courses, only one of which may be a telecourse. Distance learning courses may not exceed 40 percent of one's load. Additional distance learning courses may be selected as part of overload.
  - (a) Telecourses
    - Telecourses will follow the established course capacities.

(b) Online Courses. The following language regarding online courses does not apply to face-to-face classes that include an online component or enhancement.

- Class size—the first time a faculty member teaches online, the capacity for that class will not exceed 18. The maximum class size for all online courses will be 24.

**Section 4.40 Academic Calendar** At least four weeks prior to the adoption of the academic calendar for the academic years (including summer sessions) by the Board, the College President or his/her designee will meet with the Union President or his/her designee to discuss and examine in good faith any suggested revisions that the Union may have regarding the structure, recesses, staff development days, and the holidays of the proposed calendar. The length of the academic year (i.e., the fall and spring semesters) shall not exceed 173 working days and the number of student attendance days shall not exceed 155.

## ARTICLE V

### Salary and Rate of Pay

**Section 5.1. Overload.** Overload will be paid at the rate of \$831 per contact hour overload 0 to 3 hours in 2009-2010; \$868 in 2010-2011; and, \$907 in 2011-2012. Overload hours 3.1 to 8 will be paid at a rate of \$530 per contact hour in 2009-2010; \$546 in 2010-2011; \$563 in 2011-2012.

**Section 5.2. Full-Time Academic Salary Schedules.** For academic year 2009-2010, all faculty members shall be paid on the basis of their placement on the FY2010 Salary Schedule (see Appendix B). During the second year of this contract, all faculty members shall advance one step and will be paid based on the FY2011 Salary Schedule (see Appendix C). During the third year of this contract, all faculty members shall again advance one step and will be paid based on the FY2012 Salary Schedule (see Appendix D).

For those faculty who have been off the salary schedule for more than five years, the percentage increase will be FY2010, 3.5 percent; FY2011, 3 percent; FY2012, 3 percent.

**Section 5.3. Summer School Rate.** Effective summer session 2010, credit hours will be paid at the rate of \$938 per credit hour 0 to 7.5 hours; \$994 in summer session 2011; and, \$1,054 in summer session 2012. Credit hours 7.6 to 12 will be paid at a rate of \$840 for summer sessions 2010, 2011, and 2012.

**Section 5.4. Pension Pick-Up.** The Board shall continue to pay the faculty member's 8% contribution to the State Universities Retirement System (SURS) out of the faculty member's salary as set forth herein.

**Section 5.5. Extra Compensation for Non-Teaching Faculty.** If non-teaching faculty are employed beyond the academic year, an hourly rate of \$26.35 shall be used to calculate compensation. In an attempt to standardize compensation, this hourly rate is based on the 2012 summer rate for teaching faculty (0-7.5 hours). To maintain standardization, this hourly rate needs to be tied to incremental increases in the summer rate for teaching faculty. Nothing in this provision shall be construed as limiting the rights of the administration or faculty to agree on special projects as outlined in Section 4.37.

**Section 5.6. Compensation for Online Courses.** The first time a faculty member teaches online, he/she will be awarded compensation that is equivalent to the highest overload rate or \$650 whichever is higher. This compensation will not count as overload.

Upon approval by the appropriate Dean, a faculty member will also be awarded \$2,000 for the development of course materials each time he/she prepares a course the College has not offered online before. Such a course shall be deemed an online Master Course. In addition, upon approval by the appropriate Dean, a subsequent faculty member will be awarded \$1,000 for the adaptation of the Master Course materials each time he/she prepares a course he/she has not offered online before. This compensation will be awarded regardless of whether or not the course is cancelled.

**Section 5.7. Duties of Department Chairs and Compensation for Career Program Coordinators, Discipline Coordinators and Department Chairs.**

- (1) Duties of Department Chairs are set forth in Appendix F of this contract.
- (2) Department chairs are elected by faculty colleagues in their departments for a one-year term. If there is a reorganization of the department structure which eliminates a chair position, all elected chairs will continue to receive compensation (3 credit hours release time per semester) until their respective terms expire.
- (3) Non-teaching faculty who have also been elected to serve as chair will be compensated at an hourly rate of \$26.35 if he/she has been asked and agrees to work additional time above his/her normal workload to fulfill the responsibilities of the chair position.
- (4) Career Program and Discipline Coordinators will be appointed by the appropriate Dean and approved by the Vice President of Academic Affairs. Chairs will be elected by faculty in their department. If either the department or the administration is not satisfied with the chairperson's performance, potential removal shall be discussed with the Union Executive Council. If removal is determined, the reasons for removal will be stated in writing and a new election shall be held. Compensation for Career Program

Coordinators, Discipline Coordinators and Department Chairs shall be release time calculated on the basis of credit hours. Assignment of hours for Program and Discipline Coordinators shall be based on the following criteria:

- (a) number of students in discipline/program area
- (b) number of advisory committees
- (c) job description
- (d) number of full- and adjunct faculty and staff
- (e) amount and maintenance of equipment in area
- (f) responsibilities to external agencies

All Career Program Coordinators and Discipline Coordinators shall be assigned a minimum of two (2) credit hours of release time per semester. In cases where workload for a Discipline Coordinator does not warrant two hours of release time, one (1) credit hour may be assigned after consultation with the affected Discipline Coordinator and after discussion with the Executive Council. All Chairs shall be assigned a minimum of three (3) credit hours release time. Full-time faculty members as defined shall be notified of the availability of Career Program and Discipline Coordinator and Chair positions.

- (5) The distribution of summer stipends for Career Program and Discipline Coordinator positions will be determined annually by an agreement between the Academic Vice President and a designated member of the union. The criteria to be used for making the distribution will be workload.

Career Program and Discipline Coordinators who agree to accept a summer workload assignment must be available during the summer. If a Chair is requested to perform any duties in the summer, a stipend will be awarded and agreed upon by the Academic Vice President and a designated member of the Union.

**Section 5.8. Compensation for Release Hours.** A faculty member has the option to combine or defer the compensation for up to three (3) hours of release time between the fall and spring semesters. Selecting variable release hours does not relieve the faculty member from performing agreed-upon duties in either semester.

**Section 5.9. Credible Earnings Contingency.** This provision shall only apply to employees eligible to retire and qualified for a retirement annuity under SURS rules and regulations and to any employee that is within ten (10) years of becoming eligible to retire and qualified for a retirement annuity under SURS rules and regulations, and, in either case, regardless of whether the employee is actually retiring or submitting a notice of retirement. For purposes of convenience and this provision only, such employees shall be referred to as "Eligible Employees."

The parties agree that any SURS creditable compensation and/or benefit increases, whether under this contract or otherwise, shall not exceed the maximum amount which results in an employee's retirement annuity being fully funded by the State University Retirement System, without Board liability for any portion of the retirement annuity. This means that an employee's SURS creditable earnings (including but not limited to vertical and horizontal salary schedule movement, stipends, salary increases and retirement incentives), whether under the contract or otherwise, shall not increase from one school year to the next by more than six (6) percent or otherwise be increased so as to create Board liability for any portion of the retirement annuity or result in any Board-paid penalty to SURS. In no event will the compensation and/or benefit increases exceed the threshold amount which triggers any obligation for the Board to pay additional amounts (in the form of a one-time payment or payment over time) to cover all or part of an employee's retirement annuity or cover any Board-paid penalty to SURS. Notwithstanding any contrary or other provision of this contract, including but not limited to any salary schedules, in the event an employee's SURS creditable earnings would increase by more than six (6) percent in any given year of this contract, that employee shall only receive the maximum increase allowed under this provision.

Annually, but no later than July 1, the Board will provide to the Association a list of all Eligible Employees. The Board and the Association shall jointly confirm the accuracy of such list.

If an Eligible Employee's creditable earnings are affected by this provision, that employee shall notify the Board that he/she desires to receive as non-creditable earnings that amount over and above the six (6) percent limit of this provision that he/she

otherwise would have received but for this provision. In that event, the employee shall receive the compensation through non-creditable severance pay, due and payable after the employee's receipt of his/her final paycheck and his/her last day of work at the College.

In the event that an Eligible Employee's creditable earnings inadvertently increases by more than six (6) percent, the employee and the Board agree to take appropriate, timely action to allow the Board to submit to SURS a report of an adjustment in the employee's creditable earnings to limit the increase to a maximum of six (6) percent.

## **ARTICLE VI**

### **Insurance**

**Section 6.1. Group Insurance.** The group insurance program in effect on the date this Agreement is executed shall be provided for all full-time faculty covered by this Agreement. The Board will pay 77% of the cost of the College group insurance program for any full-time faculty members covered by this Agreement who have elected family coverage and 95% of the cost of employee coverage where applicable. As part of this program the Board will provide each full-time faculty member covered by this Agreement with \$25,000 term life insurance. Should an individual covered by a faculty member's PPO health plan need outpatient mental health or chemical dependency visits in excess of the lifetime limit of the insurance contract, the Board, after a \$30 co-pay, will pay 100% of the cost in network and 50% out of network, up to 20 visits per calendar year.

The group long-term disability policy in effect on the date this Agreement is executed shall be continued for all eligible full-time faculty members covered by this Agreement at no cost to faculty members. Benefits under this policy are coordinated with any disability benefits the faculty member receives from SURS. A faculty member's eligibility for long-term disability benefits and the amount thereof, if any, shall be determined by the terms of said policy.

The Board retains the right to change insurance carriers or otherwise provide for coverage as long as the level of benefits remains substantially the same.

**Section 6.2. Faculty-Paid Premiums.** Premiums paid by the faculty member for health and life insurance will be deducted from gross income prior to computing federal and state income taxes in accordance with Internal Revenue Code Section 125.

## ARTICLE VII

### Grievance Procedure

**Section 7.1. Definition and Procedure.** A grievance is a difference of opinion with respect to the meaning or application of the terms of this Agreement. Except as provided in Section 7.6, grievances shall be processed as follows:

**Step 1:** Any faculty member covered by this Agreement who has a grievance shall submit it to the appropriate person who is designated for this purpose by the Board. The person designated for this purpose shall give his/her oral answer within three (3) school days after such presentation. In the

event no such Dean or person is designated by the Board, such faculty member shall initiate his/her grievance at Step 2.

**Step 2:** If the grievance is not settled in Step 1 and the faculty member wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Vice President as designated by the Board, within three (3) school days after the designated person's answer in Step 1 and shall be signed by both the employee and the designated Union representative. The Vice President, or his/her representative, shall discuss the grievance within three (3) working days with the designated Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Vice President, or his/her representative, shall give his/her written answer to the Union within three (3) school days following their meeting.

**Step 3:** If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred in writing by the Union to the President within three (3) school days after the Vice President's answer in Step 2. The President shall discuss the grievance within three (3) working days with the designated Union representative at a time mutually agreeable to the parties. If no settlement is reached, the

President shall give his/her written answer to the Union within three (3) school days following their meeting.

**Step 4:** If the grievance is not settled in accordance with the foregoing grievance procedure, the Union shall notify the members of the Board of Trustees within three (3) days before proceeding to the next step of arbitration.

**Section 7.2. Arbitration.** If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within fifteen (15) business days after receipt of the President's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) school days after receipt of the notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Both the Board and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names, the other party shall then strike two names. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Board and the Union requesting that he/she set a time and place, subject to the availability of the Board and Union representatives.

**Section 7.3. Authority of the Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the Board and the Union and shall have no authority to make a recommendation on

any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his/her recommendation within thirty (30) days following close of the hearings or the submission of briefs by the parties, whichever is later. The recommendation shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The recommendation of the arbitrator shall be final and binding.

If the arbitrator finds that a violation of the contract occurred and proposes a remedy, said remedy shall not be retroactive in its effects earlier than 60 days preceding the filing of the grievance.

**Section 7.4. Expenses of Arbitration.** The fees and expenses of the arbitrator and the cost of written transcript shall be divided equally between the Board and the Union. Each party shall be responsible for compensating its own representatives or witnesses.

**Section 7.5. Time Limit for Filing.** No grievance shall be entertained or processed unless it is submitted within 30 days after the last asserted violation of the Agreement giving rise to the grievance.

**Section 7.6. Union Grievances.** The Union shall have the right to use the grievance procedure starting at Step 1 or Step 2 and as defined in Section 7.1. Union grievances fall into the following two categories:

- (1) Those alleged violations of this Agreement relating directly to Union rights;
- (2) Those that relate to classes of full-time faculty members.

**Section 7.7. Non-Precedential Settlement.** A grievance may be withdrawn or settled by the mutual consent of the parties without precedent.

**Section 7.8. Mediation of Grievances.** If the Union has referred in timely fashion a grievance to arbitration, the parties may jointly agree to submit the grievance to mediation in lieu of arbitration in accordance with the following provisions:

- (a) Mediation of a grievance will be scheduled only on the basis of a joint request for mediation by the Union and the Board made within five (5) school days after the Union has referred the grievance to arbitration, unless the parties mutually otherwise agree in writing.
- (b) The mediator shall be \_\_\_\_\_.
- (c) One representative for each party shall present its position to the mediator, provided

that the grievant shall have the right to be present at the mediation conference.

- (d) The parties' representatives may, but are not required to, present the mediator with a brief written statement of the facts, the issue, and the arguments in support of their position. If such a statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.
- (e) Proceedings before the mediator shall be informal in nature. The rules of evidence will not apply and no record of the mediation conference shall be made.
- (f) The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
- (g) If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral

advisory decision which shall include the basis thereof, unless both parties agree that no such decision should be provided.

- (h) The mediator's advisory decision, if accepted by both parties, shall not constitute a precedent, unless both parties otherwise agree.
- (i) If no settlement is reached at mediation, the Union is free to arbitrate the grievance, provided it advises the Board in writing within ten calendar days following the mediation conference.
- (j) In the event a grievance which has been mediated goes to arbitration, the mediator may not serve as the arbitrator. Nothing said or done by the mediator may be referred to or introduced into evidence at the arbitration hearing and nothing said or done by either party in the mediation conference may be used against the other party in arbitration.

- (k) The fees and expenses of the mediator shall be divided equally between the Board and the Union. Each party shall be responsible for compensating its own representatives.

## **ARTICLE VIII**

### **Non-Interruption of Work**

Neither the Union nor any of the faculty members covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of Prairie State College regardless of the reason for so doing. Any or all faculty members who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Board.

## **ARTICLE IX**

### **Entire Agreement**

**Section 9.1. Entire Agreement.** 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 subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment. Amendments may be initiated at the written request of the Board or the Union, and shall become effective upon adoption by the Board and ratification by the Union, or at such other time as the Board and the Union may agree. Upon the receipt of a written request for amendment, the representatives of both parties shall meet to discuss that request.

**Section 9.2. Waiver.** The Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement including the impact of the Board's exercise of its rights as set forth herein on wages, hours, or terms and conditions of employment even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 9.3. Board Policies.** The Board shall not change Board policies related to Evaluation, Tenure, Reduction in Number of Full-Time Faculty Members, Faculty Discipline and Dismissal of Tenured Faculty Members for Cause during the term of this Agreement without giving the Union at least (30) days advance notice and an opportunity to provide input before any changes in any of the foregoing policies are adopted.

Except as provided in Section 4.31(4), the foregoing Board policies shall not be subject to Article VII of this Agreement.

## ARTICLE X

### Precedence of Agreement

If there is any direct conflict between the expressed terms of this Agreement and Board rules or its *Policies and Procedures Manual*, this Agreement shall take precedence.

## ARTICLE XI

### Savings

If any provision of this Agreement is subsequently declared by the proper legislature or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## ARTICLE XII

### Definitions

**Section 12.1. Faculty Member.** (1) The term "faculty member," as used herein, is construed to imply that the faculty member has a direct relationship with the student in a professional situation, and hence is specifically defined as anyone employed full-time by the College as an assigned instructor, coordinator, librarian or counselor.

- (2) An adjunct faculty who has been assigned to teach 10.25 or more contact hours for each semester of an academic year and is scheduled to teach 10.25 or more hours in the fall semester immediately following that academic year shall be considered a full-time faculty member as defined in (1) above. An adjunct in the nursing and dental programs may be assigned to teach a maximum of 12 contact hours each semester.
- (3) Faculty members employed in academic support positions (librarian or counselor) will hold nine-month, thirty-five hour per week appointments. Any assignment within the thirty-five hours to teach courses designated by the program classification system to be 1.1, 1.2, or 1.4 which exceeds eight equalized credit hours will be considered an overload. Any course of the above classifications taught outside the regular thirty-five hour per week schedule will also be considered overload.

**Section 12.2. Faculty/Program Coordinator.**

- (1) The term faculty/program coordinator is construed to imply that the faculty member has a direct relationship with the student in a professional situation, and also has the responsibility for coordinating the one-person program to which he/she is assigned.

- (2) Effective with FY97, any person newly employed in a one-person program with the designation of faculty/program coordinator will be employed for a dual purpose, as long as the program only includes one full-time faculty member. This faculty member's primary responsibility will be teaching with subordinate program coordinator duties.

Annually, the appropriate Dean and the faculty/program coordinator will together review and agree upon the workload and compensation for the coordinator responsibilities. If consensus is not reached, the Vice President of Academic Affairs, the Dean, the faculty/program coordinator and the union president will meet to resolve the differences.

If a faculty/program coordinator is forced into overload in any semester because of coordinating duties, he/she shall be allowed to aggregate the release time for coordinating duties (i.e., to combine them with subsequent release time in consecutive semesters) until enough hours have been banked to reduce his/her load by a course of the instructor's choice and of the same number of credit hours. A faculty/program coordinator must use banked hours as soon as enough hours have been accumulated to drop the course of choice. Prior to the start of the semester in

which hours are to be banked, the faculty/program coordinator shall provide notification in writing to the dean of the intention to bank those coordinator release hours. When a course is to be dropped, the faculty/program coordinator shall provide in writing to the appropriate dean, at the time of course selection for the affected semester, notification of the intention to drop the course.

- (3) Coordinating duties will be paid in accordance with Section 5.7. The minimum compensation for coordination duties of faculty/program coordinators shall be two (2) credit hours per semester; those hours may not be reduced.
- (4) For purposes other than the foregoing provision, the person shall be subject to the same contractual rights, privileges and responsibilities as afforded a faculty member defined in Section 12.1(1).
- (5) It is understood between a faculty/program coordinator and the administration:
  - (a) that faculty/program coordinator release time be proportional to time spent on coordinator duties on average over the course of the semester;

- (b) that the tenure evaluation of a faculty/program coordinator shall depend both on teaching and on coordinator duties. The tenure committee for a faculty/program coordinator shall include, in addition to the three faculty members described in the tenure evaluation system, a fourth faculty member who is a program or discipline coordinator. This member of the peer committee shall be selected by the Executive Council.
- (c) that at the point of hire, the faculty/program coordinator shall be given a copy of Section 12.2 of the current Board-Faculty contract as well as a detailed list of coordinator duties to be performed. The faculty member shall acknowledge receipt of Section 12.2 and duties by signing both.

**Section 12.3. Union.** The term "Union," as used herein, shall mean the Prairie State College Federation of Teachers, Local 3816, AFT, AFL-CIO.

**Section 12.4. End of Term.** Each semester includes a week of registration and related activities and a final exam week. End of term period is defined as the days the College is in session subsequent to the last day of classes and including the last day of the semester.

**Section 12.5. Discipline/Program Area.** The use of Discipline/Program Area shall mean discrete academic discipline course areas (e.g., Mathematics, Psychology, English, Social Science, etc.), and career program courses (e.g., Nursing, Information Technology, Welding, etc.), and support services (e.g., counselors, librarians, etc.).

**Section 12.6. Learning Community.** The term 'learning community,' as used herein, shall mean two or more courses with identical class rosters and taught by two or more faculty (or one section of English 099 when taught by two faculty). A learning community may be either coordinated or linked.

- (1) The term 'coordinated learning community' shall mean a learning community that is coordinated by common assignments, common student evaluation, a common syllabus and team teaching.
- (2) The term 'linked learning community' shall mean a learning community in which the courses are linked by several common assignments.

## **ARTICLE XIII**

### **Term of Agreement**

This Agreement shall become effective July 31, 2009, and shall remain in full force and effect until the completion of the 2012 summer session.

IN WITNESS WHEREOF, the parties have hereunto set their hands this

30th day of June, 2009.

BOARD OF COMMUNITY COLLEGE  
DISTRICT NO. 515, COUNTIES OF  
COOK AND WILL, STATE OF ILLINOIS

PRAIRIE STATE COLLEGE  
FEDERATION OF TEACHERS, LOCAL  
3816, AFT, AFL-CIO

By: \_\_\_\_\_

Its Chairman

By: \_\_\_\_\_

Union President

By: \_\_\_\_\_

Its Secretary

By: \_\_\_\_\_

Union Negotiator

## APPENDIX A

### ICCB Generic Course List

#### Description of Program Classification System (PCS) Categories

**PCS 1.1 Academic (Pre-Baccalaureate and Occupational)**

Courses in this category are the traditional academic courses equivalent to the first two years (lower division) of baccalaureate study and the academic courses in occupational curricula.

**PCS 1.2 Technical and Applied (Pre-Baccalaureate and Occupational)**

Courses in this category are post-secondary technical **or** applied in nature. Although most courses are designed primarily for A.A.S. degree and occupational certificate programs, technical courses in certain fields (e.g., graphic design, information technology and early childhood education) will transfer to appropriate baccalaureate degrees.

**PCS 1.3 Community Education**

Non-credit courses.

**PCS 1.4 Remedial Education**

Courses in this category are designed to remedy basic skills (e.g., reading, writing, speaking and arithmetic) deficiencies of high school graduates. Course credit is non-transferable and does not count toward associate degrees or certificates.

**PCS 1.5 General Studies**

Courses in this category are designed to meet individual student goals for personal improvement and self-understanding. Course credit is non-transferable and does not count toward associate degrees.

**PCS 1.6 Vocational Skills**

Courses in this category provide vocational skills training that is **not** part of occupational certificate or A.A.S. degree programs. Credit is non-transferable and does not count toward associate degrees.

**PCS 1.7 Adult Basic Education**

Courses in this category are designed to bring non-high school graduates to a competency of eighth-grade equivalency. Credit is non-transferable and does not count toward associate degrees.

**PCS 1.8 Adult Secondary Education**

Courses in this category are designed to bring non-high school graduates to a competency of twelfth-grade equivalency. Course credit is non-transferable and does not count toward associate degrees.

## APPENDIX B

FY2010 Salary Schedule							
	BA	MA	MA incl 45 hrs	MA incl 60 hrs	MA incl 75 hrs	MA incl 90 hrs	Doct
Step	A	B	C	D	E	F	G
1	38,320	40,127	41,932	43,818	45,790	47,851	50,004
2	40,078	41,967	43,855	45,828	47,892	50,046	52,298
3	41,840	43,811	45,783	47,843	49,995	52,245	54,595
4	43,602	45,657	47,712	49,858	52,103	54,447	56,896
5	45,370	47,507	49,645	51,879	54,213	56,653	59,203
6	47,139	49,360	51,582	53,902	56,327	58,861	61,512
7	48,912	51,216	53,520	55,929	58,445	61,077	63,824
8	50,686	53,075	55,464	57,959	60,566	63,292	66,142
9	52,465	54,937	57,409	59,992	62,691	65,513	68,461
10	54,245	56,802	59,359	62,029	64,821	67,738	70,785
11	56,031	58,670	61,311	64,070	66,953	69,965	73,113
12	57,817	60,541	63,265	66,112	69,089	72,198	75,446
13	59,608	62,416	65,226	68,159	71,227	74,431	77,782
14	61,400	64,292	67,187	70,211	73,370	76,672	80,120
15	63,195	66,173	69,152	72,264	75,516	78,913	82,465
16	64,996	68,057	71,120	74,320	77,665	81,158	84,811
17	66,796	69,943	73,091	76,379	79,817	83,410	87,143
18	68,601	71,833	75,066	78,445	81,973	85,661	89,517
19	0	73,726	77,043	80,511	84,133	87,919	91,876
20	0	75,621	79,025	82,581	86,296	90,181	94,237
21	0	77,520	81,009	84,653	88,463	92,445	96,605
22	0	79,422	82,997	86,732	90,634	94,714	98,975
23	2,616	3,011	3,147	3,290	3,437	3,592	3,752
Any faculty member hired with less than a Bachelor's degree will receive 90% of Column A at the designated step placement.							
From FY2008 on, the salary increase of any faculty member beyond the last step of his/her column will be the same dollar amount as that of a person moving to the last step in that column.							
Faculty off the salary schedule for more than 5 years will receive an increase of 3 percent.							
Steps are not necessarily equivalent to prior years of experience or service.							

## APPENDIX C

FY2011 Salary Schedule							
	BA	MA	MA incl 45 hrs	MA incl 60 hrs	MA incl 75 hrs	MA incl 90 hrs	Doct
Step	A	B	C	D	E	F	G
1	38,428	40,240	42,050	43,942	45,919	47,986	50,145
2	40,213	42,109	44,003	45,982	48,053	50,215	52,474
3	42,005	43,983	45,963	48,031	50,192	52,450	54,810
4	43,798	45,862	47,926	50,082	52,337	54,692	57,151
5	45,599	47,747	49,895	52,141	54,487	56,939	59,502
6	47,403	49,637	51,871	54,204	56,643	59,191	61,856
7	49,214	51,531	53,850	56,274	58,805	61,453	64,217
8	51,027	53,432	55,836	58,348	60,973	63,717	66,586
9	52,846	55,337	57,827	60,429	63,147	65,990	68,959
10	54,670	57,246	59,824	62,515	65,329	68,268	71,339
11	56,501	59,162	61,825	64,608	67,514	70,552	73,727
12	58,335	61,083	63,831	66,704	69,708	72,844	76,121
13	60,174	63,009	65,846	68,807	71,904	75,139	78,521
14	62,018	64,939	67,863	70,917	74,108	77,443	80,926
15	63,866	66,876	69,886	73,031	76,317	79,751	83,341
16	65,722	68,818	71,914	75,150	78,532	82,065	85,759
17	67,580	70,764	73,949	77,275	80,753	84,388	88,165
18	69,444	72,716	75,989	79,409	82,980	86,714	90,617
19	0	74,673	78,033	81,545	85,213	89,048	93,056
20	0	76,635	80,084	83,688	87,453	91,389	95,500
21	0	78,602	82,140	85,835	89,698	93,735	97,954
22	0	80,575	84,201	87,991	91,950	96,088	100,412
23	2,648	3,055	3,192	3,338	3,487	3,644	3,806
<p>Any faculty member hired with less than a Bachelor's degree will receive 90% of Column A at the designated step placement.</p> <p>From FY2008 on, the salary increase of any faculty member beyond the last step of his/her column will be the same dollar amount as that of a person moving to the last step in that column.</p> <p>Faculty off the salary schedule for more than 5 years will receive an increase of 3 percent.</p> <p>Steps are not necessarily equivalent to prior years of experience or service.</p>							

## APPENDIX D

FY2012 Salary Schedule							
	BA	MA	MA incl 45 hrs	MA incl 60 hrs	MA incl 75 hrs	MA incl 90 hrs	Doct
Step	A	B	C	D	E	F	G
1	38,514	40,330	42,145	44,040	46,022	48,094	50,258
2	40,326	42,227	44,126	46,111	48,188	50,356	52,621
3	42,146	44,131	46,117	48,192	50,361	52,626	54,994
4	43,969	46,042	48,114	50,278	52,542	54,906	57,375
5	45,803	47,960	50,118	52,374	54,731	57,193	59,768
6	47,641	49,887	52,132	54,477	56,928	59,489	62,168
7	49,489	51,819	54,151	56,588	59,134	61,796	64,576
8	51,340	53,760	56,180	58,707	61,348	64,109	66,995
9	53,201	55,708	58,215	60,834	63,571	66,432	69,422
10	55,067	57,662	60,258	62,969	65,804	68,764	71,858
11	56,943	59,625	62,309	65,113	68,042	71,104	74,303
12	58,823	61,594	64,365	67,263	70,292	73,454	76,759
13	60,712	63,572	66,434	69,422	72,547	75,810	79,223
14	62,607	65,556	68,507	71,590	74,812	78,178	81,694
15	64,508	67,548	70,589	73,765	77,085	80,553	84,179
16	66,419	69,548	72,678	75,948	79,366	82,936	86,669
17	68,334	71,554	74,775	78,138	81,655	85,331	89,150
18	70,259	73,569	76,880	80,340	83,953	87,731	91,680
19	0	75,591	78,991	82,547	86,260	90,142	94,200
20	0	77,619	81,113	84,763	88,576	92,563	96,727
21	0	79,656	83,241	86,985	90,900	94,992	99,267
22	0	81,700	85,377	89,219	93,233	97,430	101,813
23	2,679	3,098	3,237	3,384	3,535	3,695	3,859
<p>Any faculty member hired with less than a Bachelor's degree will receive 90% of Column A at the designated step placement.</p> <p>From FY2008 on, the salary increase of any faculty member beyond the last step of his/her column will be the same dollar amount as that of a person moving to the last step in that column.</p> <p>Faculty off the salary schedule for more than 5 years will receive an increase of 3 percent.</p> <p>Steps are not necessarily equivalent to prior years of experience or service.</p>							

## APPENDIX E

In agreement with current practice, all class capacities will be lower than official course capacity subject to available space in classrooms, lab stations and equipment. Clinicals and practicums have individual capacities in each area.

### Courses Capped at 18

All internships  
All seminars

### Courses Capped at 20

Business Accounting courses (except BUS 131 and 138)  
Graphic Communications  
Photography  
Studio Art  
Surgical Technology

### Courses Capped at 24

All Chemistry  
Developmental English  
Developmental Math 080, 085  
English 102 (Fall 08)  
All IT courses  
Reading  
All sections of courses offered online

### Courses Capped at 25

Communication 101, 102, 108, 141  
Foreign Languages  
Theatre 111, 112, 121, 131

### Courses Capped at 27

English 102 (Fall 07)

### Courses Capped at 28

Business 131 and 138  
Math 090, 095, 096\*

These courses will be initially capped at 30 for 2003-04 and at 29 for 2004-05.

### Courses Capped at 34

Anthropology  
Art Appreciation, Survey and History  
Business (except Accounting)  
Communication 105, 111  
Criminal Justice  
Early Childhood Education  
Economics  
Education  
English  
Fire Science Technology  
Geography  
History  
Humanities  
Journalism  
All college-level Mathematics courses  
Music Appreciation, Survey and History  
Philosophy  
Physical Education 130, 165, 200, 215, 220, 225, 230  
Political Science  
Psychology  
All non-lab Science courses  
Social Science and Sociology  
Technical Math, AMATH  
Theatre 101, 103, 104

### Courses Capped in Dental Hygiene

Those currently at 32 will be capped at 36  
Those currently at 16 will be capped at 18  
Those currently at 8 will be capped at 9

Other course capacities are unchanged and remain as listed on the Course Master List of Fall 2003.

## **APPENDIX F**

### **PRAIRIE STATE COLLEGE CLASSIFICATION DESCRIPTION Department Chair**

1. Reviews Curriculum Committee minutes; attends Curriculum Committee meeting with a faculty member from the department when changes in the curriculum of that department are presented for first reading and (when required) second reading; notifies all department members of any proposed curricular changes.
2. Serves on the Outcomes Assessment Committee (three meetings per semester), serves as the departmental leader on outcomes assessment and coordinates the annual outcomes assessment report.
3. Conducts monthly department meetings, prepares a report of any action taken at the meeting for full-time and adjunct faculty in the department, and discusses information from the meeting with the Dean.
4. Serves as departmental liaison to the administration. Attends monthly meetings (three meetings per semester) with the academic deans and/or vice president focusing on issues affecting the academic life of the College. Brings to those meetings departmental concerns that need attention and reports to department on issues raised or decisions made.
5. Works with the Communications Department and Institutional Support Services to ensure that the department's Web site is up to date.
6. Coordinates the course selection process of full-time faculty to staff the master schedule.
7. Works with the faculty in the department to make recommendations to the Dean regarding course offerings for the master schedule.
8. Provides opportunities for department members to share what they learned at professional development activities. Serves as the departmental liaison to the Coordinator of Faculty Development.
9. Promotes an atmosphere of collegiality.
10. In cases of planned absence of full-time faculty in their department, works with Dean to make arrangements for substitute teachers.

**SIDE LETTER A**

A joint committee of two administrators and two faculty members (appointed by the Executive Council) shall meet to establish guidelines for teaching hybrid courses.