



2006-2009 AGREEMENT  
BOARD OF TRUSTEES OF COMMUNITY COLLEGE  
DISTRICT NO. 515

and

ADJUNCT INSTRUCTORS UNITED, IEA-NEA  
OF  
PRAIRIE STATE COLLEGE

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## **AGREEMENT**

THIS AGREEMENT, together with the attached Appendix which is 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 Adjunct Instructors United, IEA-NEA (herein called the "Union"), as sole and exclusive bargaining agent for the adjunct 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 adjunct 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 adjunct 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 adjunct 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 to permit the fullest opportunity for individual and intellectual development;

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 adjunct 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

### DEFINITIONS

For purposes of this agreement, the following terms shall be defined as follows:

- 1.1 "Union," "AIU," or "Bargaining Unit" refers to Adjunct Instructors United, IEA-NEA, of Prairie State College.
- 1.2 "Member(s)" refers to any member(s) of Adjunct Instructors United, IEA-NEA, of Prairie State College.
- 1.3 "Adjunct faculty member" refers to a faculty member who teaches part-time at Prairie State College, whether or not s/he is a member of the AIU.
- 1.4 "Board" refers to the Board of Trustees, Prairie State College District No. 515.
- 1.5 "Semester" refers to the Spring or Fall term of the academic year.
- 1.6 "Academic Year" refers to both the Fall and Spring semesters and excludes the Summer term.
- 1.7 A "day" is defined as a day when classes are scheduled, excluding weekends.

## Article II

### RECOGNITION

- 2.1 The Board of Trustees of Prairie State College (hereinafter the "Board") recognizes Adjunct Instructors United of Prairie State College (hereinafter "AIU") as the sole and exclusive negotiating representative for certain adjunct faculty as follows:
- 2.2 Initial Bargaining Unit Inclusion: All adjunct faculty who teach in the credit division or adult education and 1) who have taught three (3) or more credit hours of instruction in Spring 2005 and in Fall 2005; and 2) who are teaching three (3) or more credit hours of instruction in Spring 2006, will qualify for initial inclusion in the bargaining unit. Effective July 1, 2006 and thereafter, all adjunct faculty who teach in the credit division or adult education and who have taught three (3) or more credit hours in the preceding Fall and Spring semesters will qualify for inclusion in the bargaining unit effective the subsequent Fall semester.
- 2.3 Maintenance of inclusion in the unit: Any adjunct faculty member who qualifies for initial bargaining unit inclusion shall retain their bargaining unit eligibility status unless the adjunct faculty member does not thereafter provide at least three (3) credit hours of instruction per semester, excluding summer. Any adjunct faculty member who is removed from the bargaining unit will be re-eligible for bargaining unit inclusion only after satisfying the minimum credit hours of instruction and minimum consecutive semesters of teaching requirements for initial eligibility as set forth in Section 2.2 of this Agreement.

- 2.4 Excluded from the unit: All confidential, supervisory and managerial employees and all part-time academic employees as defined by the Act; all current and retired full-time faculty; adjunct faculty not meeting the definition in Section 2.2 or 2.3 of this contract; full or part-time (salaried and benefitted) support, confidential or grant-funded staff; and all other employees of the College not expressly included in the bargaining unit shall be excluded from the bargaining unit.
- 2.5 Annual Determination of the unit: Each summer the College will determine membership in the bargaining unit, based upon the criteria in Sections 2.2 and 2.3 of this contract, and will notify the AIU of the unit determination by July 1. Members will be qualified or disqualified effective the beginning of the subsequent fall term.
- 2.6 Dues Check-Off: Upon receipt of a lawfully written authorization from an adjunct faculty member, which may be revoked in writing at any time, the Board agrees to deduct the regular Union dues of such adjunct faculty member from his/her pay and remit such deductions by the fifteenth (15<sup>th</sup>) day of the succeeding month to the official designated by the Union in writing to receive such deductions.
- A. The Union will notify the Board in writing of the exact amount of such regular membership dues to be deducted.
  - B. 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.
- 2.7 Fair Share: Each bargaining unit member, except as otherwise provided herein, as a condition for the member's employment, on or before thirty (30) days from the opening of Fall Term, or the effective date of this Agreement, whichever is later, shall join the Adjunct Instructors United, IEA-NEA, of Prairie State College or pay a fair share fee to the Union. Such a fair share fee shall be set by the Union according to the costs chargeable to non-members under State and Federal law, and may be equivalent to but may not exceed the amount of dues uniformly required of members of Union.
- A. The Board shall deduct from the wages of any employee required to pay the fair share fee and remit the same to the Union on the fifteenth (15<sup>th</sup>) day of the month following the month in which the deduction is made, subject to the following: 1) the Union has notified the Board that the affected employee has been delinquent in his obligations for at least 30 days; 2) the Union has certified to the Board that the affected employee has been notified in writing of his obligation, the requirements of this provision, and that the employee has been advised by the Union of the manner in which the fair share fee has been calculated.
  - B. 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.

- C. 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.

### **Article III**

#### **MANAGEMENT RIGHTS**

It is normally recognized that the Board exercises most of its powers, rights, authorities, duties and responsibilities through the College President and members of the administrative staff. The Board retains all rights, authority and discretion which are exclusively invested in the Board of Trustees or the President under governing laws, ordinances, rules and regulations as set forth in the Constitutions and laws of the State of Illinois and of the United States and policies of the Board of Trustees. Except as expressly and specifically provided otherwise by the terms of this Agreement, the Board reserves its inherent management rights including, but not limited to, the rights to:

- 3.1 Control, supervise, evaluate, discipline and manage the College and its adjunct faculty.
- 3.2 Determine and administer educational policy, including appropriate course offerings and scheduling.
- 3.3 Determine class size, staffing and assignments.
- 3.4 Determine the desired qualifications of all personnel, including adjunct faculty.

### **Article IV**

#### **UNION RIGHTS**

- 4.1 AIU Representatives: The Union shall have a committee of four (4) or more Representatives, whose names shall be furnished to the College President. In provisions of the Agreement that require notice to or meeting with the Union, the College President shall provide notice to or meet with the Union President, or designee.
- 4.2 Non reprisal: The Board shall not discipline, discriminate or take any reprisals or threaten such action against any AIU member as a consequence of the filing of any grievance or the exercise of any of the rights granted by any section of the Agreement.
- 4.3 Union Office Space: The College will provide the Union with one (1) lockable filing cabinet, to be located in the adjunct faculty office of their choice. Union Representatives may use the office equipment (computers with internet and e-mail access, printers, telephones, desks and chairs) provided in the adjunct faculty offices. The Union may use the services of the Duplication Center; copies will be billed to the Union at the College rate.

- 4.4 Meeting Space for the Union: The College shall allow the Union to use meeting space at the College for the purpose of meeting with the bargaining unit at no cost to the Union, provided that space is available and the meeting will not disrupt the operations of the College.
- 4.5 Union Bulletin Board: The College shall provide three 16 square foot bulletin boards for the Union (main campus, Adult Training and Outreach Center, Health Tech Center) for the purpose of posting Union notices and other material relating to Union activities or business. These bulletin boards shall be identified with the name of the Union and only the AIU Representative(s) may post or remove items from the bulletin boards. To the extent that other bulletin boards are available for other union postings, the College will provide the same privileges for the AIU. Union notices and other material relating to AIU activities or business will not be posted on the doors or outside the adjunct faculty offices.
- 4.6 Union Mailbox and Use of College Mail, Phone, Internet and E-Mail Systems: The College shall provide a mailbox for the Union. The Union may use the College mail, phone, Internet and e-mail systems to transmit official union business, under the same terms and conditions as they are available to other employee groups.
- 4.7 AIU-Administrative Meetings: The parties agree that it is mutually beneficial to encourage an open dialogue between Union representatives and the administration. To that end, by September 1 of each academic year the Union shall select two representatives to serve on the College Council, which meets with and advises the College President. Union representatives may also request, once a semester, to meet with the Vice Presidents of Academic Affairs and Community and Economic Development at a mutually convenient time and place for the purpose of sharing available information and addressing issues of mutual concern.
- 4.8 Notice of Board Meetings and Agendas: The Union President shall be notified of all regular and special Board meetings and be provided an agenda packet in advance of the meeting at the same time as agenda packets are transmitted to other union participants.

## **Article V**

### **WORKING CONDITIONS**

- 5.1 College and Departmental Information for Adjunct Faculty
- A. Adjunct Faculty Handbooks: The College will distribute or make available on the College web site Adjunct Faculty Handbooks for the credit division and the Adult Education division. These handbooks will contain information about the 1) academic policies and procedures; and 2) availability of support services. All adjunct faculty are expected to read and follow the policies and procedures outlined in the Handbook, which shall not be grievable. If there is any conflict between the written terms of this Agreement and the Handbook, the written terms of this Agreement shall be controlling.

- B. Board Policies and Procedures: The College will make Board Policies available on the College web site. Adjunct faculty will adhere to all Board policies and procedures, including amendments thereto.
  - C. College Directory: The College will make the College directory of full-time employees available on the College web site and will place copies of the printed directory in the adjunct faculty offices.
  - D. Adjunct Faculty Directory: Each semester the Dean for each department will make available a list of all departmental faculty (full-time and adjunct) to adjunct faculty members in the department. A comprehensive list of all adjunct faculty members will be provided to the Union.
  - E. College Calendar: The College calendars (including beginning and ending of academic sessions, holidays, withdrawal dates) for the credit and Adult Education divisions will be made available to adjunct faculty as soon as they are finalized by the respective divisions, but no later than the first day of the semester.
  - F. Payment Schedule: At the beginning of week two (2) of each term in the credit division, the deans will provide a payment schedule with all pay dates listed. The schedule will be provided by week three (3) in the Adult Education division.
- 5.2 Notice of Tentative and Contingent Teaching Assignments: The College will give AIU members notice of their tentative and contingent teaching assignments at least two (2) weeks prior to the end of the preceding semester for classes in the credit division and one (1) week prior to the end of the term for classes in the Adult Education division.
- 5.3 Office Space, Telephones and E-mail Accounts
- A. Offices: The College shall provide shared offices (equipped with desks, file cabinets, telephones and computers with Internet access) for adjunct faculty members and shall provide keys, keycards or access codes to those who wish to use them. The number and location of the offices will be subject to space availability.
  - B. E-mail and WebAdvisor Accounts: Upon submission of the required Confidentiality Statement, the College will assign e-mail and WebAdvisor accounts to all adjunct faculty members. The latter will be expected to use College e-mail to communicate with College employees and students and to use WebAdvisor for the submission of grades.
- 5.4 Teaching Materials and Technical Clerical Support: All adjunct faculty members shall be provided with the textbooks and materials for the courses they are teaching as soon as they are available and shall be provided the same access to technical and clerical support as given to full-time faculty.

- 5.5 Class Size: The scheduled class size for courses taught by adjunct faculty will be the same as the class size for full-time faculty teaching the same course. In emergency situations, the dean may over-enroll a particular class. The dean will notify the AIU member by e-mail if the class s/he is scheduled to teach will be over-enrolled. In the Adult Education division, class size will follow the guidelines stipulated in the rules and regulations of the grant which funds the program.

## Article VI

### ADJUNCT FACULTY RIGHTS

- 6.1 Academic Freedom: Institutions of higher education are conducted for the common good and not to further the interests of either the individual adjunct faculty member or the institution as a whole. The common good depends on the free search for truth and its free exposition.

Academic freedom is essential to these purposes and is fundamental for the protection of the rights of the faculty in teaching and of the student in learning. It carries with it duties correlative with rights.

Academic freedom, within the discipline subject matter for which the adjunct faculty are employed, shall be guaranteed to all adjunct faculty members and no arbitrary limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning humans, societies, the physical and biological world, and other branches of learning as applicable.

Adjunct faculty members shall be free to present instructional materials which are pertinent to the subject and level taught in their course and shall be expected to present facets of controversial issues in an unbiased manner within the scope of the College approved course objectives and discipline guidelines. In all cases, while the adjunct faculty member is entitled to freedom in the classroom in presenting instructional materials, he/she shall not introduce into instruction controversial matters which have no relation to the subject.

The College adjunct faculty member is a citizen and a member of a learned profession. When the adjunct faculty member speaks, writes, or acts as a citizen, the adjunct faculty member should be free from institutional censorship and/or discipline, however, in the execution of the adjunct faculty member's College duties and responsibilities and as a responsible member of the community, the adjunct faculty member will be accurate, exercise appropriate restraint, show respect for the opinions of others and indicate in the expression of the adjunct faculty member's opinions that the adjunct faculty member is not speaking for or on behalf of the institution.

- 6.2 Participation in Campus Activities: The College agrees, where appropriate, to invite adjunct faculty members to participate in campus activities (e.g., All-Campus Convocation, some committees, and most department meetings). Adjunct faculty will be invited to attend Commencement and, subject to budgetary constraints, will be included in the academic processional.

- 6.3 Textbook Selection: The procedures for textbook selection shall be governed by Board policy. The department chairs will take adjunct faculty input into consideration when selecting new textbooks.
- 6.4 Personnel Files: Upon request and twenty-four (24) hour notice to the Office of Human Resources, AIU members may review and copy their personnel file, which is the only official personnel file. AIU members may file a rejoinder to any material in their personnel file.
- 6.5 Union Representation: AIU members shall have the right to assistance from a duly authorized Union representative at meetings which are a part of the formal disciplinary or grievance procedure.
- 6.6 Intellectual Property: Adjunct faculty members shall have the same intellectual property rights as granted to the full-time faculty members.

## **Article VII**

### **ASSIGNMENT AND EVALUATION OF ADJUNCT FACULTY**

- 7.1 Adjunct Faculty Assignments: The assignment or reassignment of adjunct faculty shall be the responsibility of the President with the assistance of other appropriate administrative staff and shall be based upon a continual assessment of the needs and interests of the students and the community served by the institution. Specific assignments shall be made by the administration.
- A. Except in nursing and dental hygiene, adjunct faculty members may be assigned to teach no more than ten (10) contact hours per regular academic semester or ten (10) contact hours during the summer, except under emergency circumstances. Adjunct faculty in the nursing and dental programs may be assigned to teach a maximum of twelve (12) contact hours each semester.
- B. Adjunct faculty may be assigned to teach as substitutes in courses that the College has deemed them qualified to teach, provided that there are no full-time faculty members whom the College has deemed qualified to teach who are interested in the substitute assignment. Intermittent substitute assignments shall not be included in the contact hour limit for adjunct faculty.
- C. After the assignment of full-time faculty, full-time employees who teach and retired faculty, the College shall make a concerted effort to offer contingent assignments sufficient to maintain membership in the Union to AIU members who are fully qualified, who have had a continuing history of successful performance at Prairie State College, and who are available to teach at times that are consistent with the College's scheduling need. It is understood, however, that the making of such assignments each term shall be within the sole discretion of the College administration.

- D. The College and the Union recognize that “teaching” comprises construction of a class syllabus consistent with the official course outline that stipulates, among other things, course objectives, content, student learning outcomes and grading criteria. As a part of their teaching duties, adjunct faculty are also responsible for preparation of class presentations and instructional materials, delivery of instruction, grading, consultation with and evaluation of students, maintenance of clear records of student attendance and performance, completion of forms and other duties related to the specific assignment.
- E. The College shall advise adjunct faculty members if their tentative and contingent assignments are cancelled as soon as possible. In the event an adjunct faculty member’s tentative and contingent assignment is cancelled, the College shall work with the adjunct faculty member in a good faith attempt to find another available assignment at the College.
- F. Nothing in this Agreement is intended to or shall be construed as a guarantee to AIU members of a teaching assignment or of continuing teaching assignments.

## 7.2 Adjunct Faculty Evaluation

### A. Student Evaluations of Adjunct Faculty:

1. The student evaluation form used for adjunct faculty will be the same as that used for full-time faculty.
2. A copy of the student evaluation form shall be included in the Adjunct Faculty handbook.
3. All adjunct faculty will distribute the student evaluation forms in each class they teach and will follow the instructions provided by their academic dean.
4. The results of the student evaluations will be provided to AIU members no less than thirty (30) days after the completion of the term, excluding summer.
5. The contents, results of and any rating issued from the student evaluations shall not be subject to the grievance procedure.

### B. Administrative Evaluations of Adjunct Faculty:

1. A copy of the administrative evaluation form shall be included in the Adjunct Faculty handbook.
2. Adjunct faculty will be informed when and by whom (a competent peer or administrator) they will be evaluated.
3. Within fifteen (15) days after an observation, the adjunct faculty member will be provided with verbal and/or written feedback on the observation.
4. The contents, results of and any rating issued from the administrative evaluations shall not be subject to the grievance procedure.

- C. Mid-semester termination: An AIU member who is terminated during the course of an academic term will be given notice of termination and supporting reasons. The decision is grievable only through Step 2 of the contract grievance procedure (See Article VIII). If the AIU member prevails, the College will pay the AIU member the difference between what the AIU member would have been paid for the whole semester, less the amount already received. The AIU member shall have no right to reinstatement.

## **Article VIII**

### **GRIEVANCE PROCEDURE**

- 8.1 Definitions: The Board and the AIU recognize the importance of orderly and peaceful labor relations and encourage prompt and informal resolution of adjunct faculty grievances with the appropriate dean or other responsible administrative official at the College. With the understanding that amicable resolution of grievances is preferred at all steps of the grievance procedure, in the event that informal resolution is not possible, the following procedure will be followed.
  - A. A grievance is defined as an alleged misinterpretation or misapplication of a specific article or section of this Agreement.
  - B. A “day” in this procedure is defined as a day when classes are scheduled, excluding weekends.
- 8.2 General Provisions
  - A. A grievance may be filed by any AIU member.
  - B. At any step of the grievance procedure an AIU member may elect to be represented by a union representative. The Administrator may also elect to invite an advisor/observer to be present at any step of the procedure.
  - C. Court reporters shall not be allowed to attend grievance meetings held pursuant to this section of the Agreement and record such meetings except by mutual consent.
  - D. A representative of AIU may elect to be present at each step of the process.
  - E. The grievance shall be submitted in writing, signed by the grieving faculty member(s) and will describe the alleged incident, list the specific articles violated, and specify the remedy requested.
  - F. Use of this grievance procedure will deny subsequent access to other procedures provided for in applicable Board policy.
  - G. The AIU member and Union agree that, if an action is commenced in any other legal forum, the grievance process will be stopped and deemed waived, and resolution of the issue will be subject to the jurisdiction of such other legal forum.

- H. Any and all adjustments resulting from use of this procedure must be consistent with the terms of this Agreement.
- I. If a grievance meeting is scheduled at a time when the faculty member or AIU representative is otherwise assigned at the College, such adjunct faculty member and/or Union representative shall be permitted to attend such meeting without loss of pay.
- J. All records relating to a grievance, with the exception of documents related to underlying actions leading to a grievance, should they be upheld by the grievance procedure, shall be filed separately from the personnel file of the member.
- K. A grievance may be withdrawn at any level without establishing precedent, provided that, if withdrawn, the grievance shall be treated as though never filed.
- L. Time limits may be extended only upon written mutual consent.
- M. Upon failure of the grievant or the Union, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.
- N. Upon the failure of the administration to meet the time limits as prescribed in any given step, the same may be treated by the Union as a denial, and grievance may be advanced to the next step, short of arbitration. Only the Union may appeal and refer a grievance to Step 4, Binding Arbitration. Nothing in this section shall require the Union to advance the grievance, and the Union may elect to await responses from the Board at each step without prejudice to its or the Board's rights to enforce the time limits set forth herein.
- O. Wherever written grievances, response, or appeals are required by the grievance procedure to be served upon the College President or the Union, certified mail, facsimile, or signed receipts for hand-delivery shall meet those service requirements.
- P. If the event the grievance does not involve instructional deans, the grievance may be initiated at Step 2.

### 8.3 Procedure

- A. Step 1. Dean Level: Within fifteen (15) days of the time a grievance arises, or within fifteen (15) days of the time the cause of the grievance could reasonably have been known by the grievant (in no case more than thirty (30) days for the individual grievant after the cause of the grievance), the AIU member, or Union at the request of the AIU member, will present a written, signed statement of the grievance to the appropriate dean, with notification to the Union. The written statement shall specify the specific provision(s) of the Agreement allegedly violated and include a brief summary of the facts supporting the alleged violation(s). Within fifteen (15) days

after notification of the grievance, a meeting will take place between the AIU member and the dean and a representative of the Union if requested by the adjunct faculty member. The dean shall give the AIU member and the Union a written answer within fifteen (15) days after the meeting.

- B. Step 2. Appeal to the Vice President of Academic Affairs or Vice President of Community and Economic Development: If the grievance is not resolved in Step 1 by the receipt of the dean's answer, the Union or AIU member may file a written appeal within ten (10) days of receipt of the Step 1 response to the appropriate Vice President. A copy of the appeal shall be given to the dean and to the Union. Within ten (10) days after notification of the grievance, a meeting will take place between the AIU member and the Vice President and a representative of the Union if requested by the AIU member. The Vice President shall give the AIU member and the Union a written answer within ten (10) days after the meeting.
- C. Step 3. Appeal to the President of the College: If the grievance is not resolved in Step 2 by the receipt of the Vice President's answer, the Union or AIU member may file a written appeal within ten (10) days of receipt of the Step 2 response to the College President. Within ten (10) days after notification of the grievance, a meeting will take place between the AIU member and the President and a representative of the Union if requested by the AIU member. The President shall give the AIU member and the Union a written answer within ten (10) days after the meeting.
- D. Step 4. Binding Arbitration: If the Union is not satisfied with the disposition of the grievance by the President or designee or if no disposition has been made within the period provided, the AIU may submit the grievance to final and binding arbitration before an impartial arbitrator.
1. The Union shall notify the President of its intention to pursue arbitration in writing within fifteen (15) days of receipt of the President's response or within fifteen (15) days of the expiration of the time periods specified in Step 3.
  2. The parties may mutually agree upon an arbitrator. If the parties cannot agree on an arbitrator within fifteen (15) days after notification of intent to seek arbitration, the parties shall request a list of arbitrators from the American Arbitration Association, all of whom shall have been admitted to the National Academy of Arbitrators. The Union and Board, independent of one another, will strike unacceptable names from the list. Names remaining are ranked in order of preference with "1" used for most favored name. The American Arbitration Association, after receiving both lists, will assign the arbitrator with the lowest composite ranking. If no name was preferred by both parties, the same procedure will be repeated until agreement is achieved.
  3. If the Union does not file a demand for arbitration within twenty (20) days after the date of the response from Step 3, then the grievance shall be considered waived by the Union.

4. The arbitrator, in rendering his/her decision, shall not amend, modify, nullify, ignore, or add to or subtract from any of 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 the 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 sixty (60) days preceding the filing of the grievance.
5. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the College and the Union. The parties likewise shall share the expenses of any transcript(s) which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.

## **Article IX**

### **COMPENSATION**

- 9.1 Contact Hour Rates and Effective Dates: Effective retroactive to the beginning of Spring semester 2006, adjunct faculty shall be placed on the contact hour rate schedule (Appendix A) based upon their length of service to the College.
- 9.2 Payment
  - A. Payroll periods: Adjunct Faculty members' payroll periods shall be every two (2) weeks on Friday (or Thursday, during the summer). Course compensation will be divided into equal payments, beginning no later than the fourth (4<sup>th</sup>) Friday of the course taught (e.g., 16 week courses, 1<sup>st</sup> or 2<sup>nd</sup> 8-week courses and Late Start classes). The administration shall seek input from the Union before making a decision to change payroll periods and shall notify the Members if this is to occur. Changes in the payroll periods shall not be subject to the grievance procedure, provided the College sought input from the Union and notified the members prior to making any such change.
  - B. Timely payment: Adjunct faculty members shall be paid in a timely way. Any adjunct faculty member whose paycheck is not issued at the end of an applicable payroll period in which s/he has performed services shall be issued an emergency check within two (2) business days after the administration is notified of the failure to issue a check.

- C. Automatic Check Deposit: All adjunct faculty members, except in extenuating circumstances, will participate in electronic paycheck deposit at the financial institution of his/her choice.
- 9.3 State University Retirement System (SURS) Credits: The Department of Human Resources and Employee Relations will accurately report adjunct faculty members' effective dates of employment to the State University Retirement System so that SURS may accurately calculate service credits. If an adjunct faculty member believes that there has been an error in SURS reporting, s/he will discuss the matter with The Department of Human Resources and Employee Relations, who will send a correction to SURS within two (2) weeks after it has been determined that an error has occurred
- 9.4 Expense reimbursement: Before expending personal funds for which they wish to be reimbursed by the College, adjunct faculty must obtain written approval from their dean. Upon written approval, adjunct faculty members will be reimbursed in accordance with College policies.
- 9.5 Compensation for Cancellation and Course Development
- A. If, within five (5) calendar days before the first meeting of the class, an AIU member's tentative course assignment is cancelled due to course cancellation or reassignment to a full-time faculty member, the College will attempt to assign a replacement class. If the AIU member is not offered a replacement course, s/he shall be paid a stipend of \$35 per credit hour for the first three (3) credit hours, and an additional \$25 if the course exceeds three (3) credit hours. If the tentative teaching assignment includes a course s/he has never taught before, s/he shall be paid an additional stipend of \$35 per credit hour for the first three (3) credit hours, and an additional \$25 if the course exceeds three (3) credit hours, to compensate for time spent preparing to teach a new course.
- B. Course Development: An adjunct faculty member who, at the request of the College, develops a new course shall be paid a one (1) time new course development fee of no less than two hundred dollars (\$200).

## **Article X**

### **BENEFITS**

- 10.1 Tax Deferred Savings: The College shall make a tax sheltered annuity 403(b) plan available for participation by AIU members.
- 10.2 Sick Days/Emergency Leave: Adjunct faculty will receive a one-time absence at full pay per semester for sick or approved emergency leave for each course taught. Adjunct faculty members who have taught a minimum of three credit hours per semester for a minimum of three consecutive semesters will receive one additional day of approved sick leave per semester. Adjunct faculty will notify their dean according to the procedures outlined in the Adjunct Faculty Handbook.

- 10.3 Jury Duty: If an adjunct faculty member is summoned for jury duty, s/he will be paid for his/her scheduled class(es) if s/he
- A. Presents the original jury summons to the dean within five (5) business days of receipt.
  - B. Provides the dean with alternative arrangements for the class(es).
  - C. Provides proof of jury duty with the certification of attendance.
- 10.4 Tuition Waiver: Each semester they teach, adjunct faculty members shall be eligible to receive a tuition and fees waiver for one (1) College credit course (once per course) for which the Board receives credit hour reimbursement from the Illinois Community College Board. Spouses and legal dependents of adjunct faculty members shall also be eligible to receive a tuition and fees waiver equal to one-half the in-district tuition and fees for one (1) College credit course (as defined above). Course fees shall be paid by the adjunct faculty member. Adjunct faculty members shall complete and submit the Tuition Waiver Request form to the Office of Human Resources prior to course registration. If the adjunct faculty member, spouse or legal dependent does not earn a passing grade in the course (A,B,C), the tuition and fees shall be recovered through payroll deductions spread over the following semester and the employee agrees to execute the necessary authorization for such deductions at that time.
- 10.5 Military Leave: Adjunct faculty shall have rights to military leave in accordance with federal law for the semester in which they have been granted a teaching assignment.
- 10.6 Professional Development
- A. Department Meetings: Adjunct faculty members shall be invited to attend meetings in the department where they are assigned to teach.
  - B. Professional Development: Adjunct faculty members will be invited to participate in faculty development activities at the College. If adjunct faculty members in the credit division are required to attend such activities (other than the orientation for adjunct faculty at the beginning of the semester), they will be paid a minimum stipend of twenty (\$20) per hour.
- Adjunct faculty in the Adult Education division must follow the guidelines of the grant for professional development. Adjunct faculty in this division will be notified of required workshops at least three weeks prior to the scheduled workshop and, unless otherwise restricted by the terms of the grant, will be paid a minimum stipend of twenty (\$20) per hour.
- 10.7 Dependent Care/Medical Flexible Spending Accounts: AIU members may participate in the Board's flexible spending plans for dependent care and medical expenses.
- 10.8 Wellness: Adjunct faculty shall be granted a tuition waiver to enroll in a credit Physical Fitness course (101,102, 103, 104) at the Prairie State Fitness Center. This tuition waiver shall be in addition to the tuition waiver in Section 10.4 of this Agreement.

## **Article XI**

### **DUTIES AND RESPONSIBILITIES**

The Board and the Union agree that adjunct faculty have the following duties and responsibilities in connection with their employment by the Board:

- 11.1 Maintain all applicable certifications and/or licenses necessary to qualify the adjunct faculty member to teach in the discipline.
- 11.2 Present effective instruction to students based upon approved course outlines.
- 11.3 Begin and end classroom instruction at the scheduled meeting time.
- 11.4 Assess and grade students based upon the course objectives, departmental standards and Board policies.
- 11.5 Maintain and submit student attendance records and student grades to the Office of Admissions in compliance with College deadlines.
- 11.6 Comply with all Board, College and departmental policies and rules.

## **Article XII**

### **NO STRIKE OR INTERRUPTION OF SERVICE**

- 12.1 The Union and the Board subscribe to the principle that any and all differences shall be resolved by appropriate means without interruption of the College's program. Differences between the parties concerning the meaning, interpretation, or application of this agreement shall be resolved by utilization of the Grievance Procedure set forth in Article VIII.
- 12.2 During the term of this Agreement or any extension thereof, neither the Union nor any officers, agents or members will engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, illegal picketing, slow-down, sit-in, or other unlawful acts or actions having the effect of, or exhibiting a, refusal to work. The College may discipline, up to and including discharge, any and all members who violate any of the above provisions of this Article. In addition, in the event of a violation of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.
- 12.3 During the term of this Agreement or any extension thereof, the College will not "lockout" any member covered by the terms of this Agreement as a result of a labor dispute with the Union.

### **Article XIII**

#### **SAVINGS CLAUSE**

In the event that any article, paragraph, section or sub-section of this Agreement shall be held to be invalid and unenforceable by the Illinois Educational Labor Relations Board or any court of competent jurisdiction, or by any change in any subsequently enacted Federal or State legislation which would prohibit or nullify a section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific section, sub-section or portion thereof as specified by the IELRB or Court decision or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated section, sub-section or portion of this Agreement.

### **Article XIV**

#### **EFFECT OF AGREEMENT**

14.1 The Board and the Union hereby understand and agree that:

- A. This agreement embodies the complete and final understanding reached by the Parties as to wages, hours, and terms and conditions of employment for employees covered by this Agreement.
- B. This agreement may be supplemented or amended during its term solely upon the written and mutual agreement of the Board and the Union.
- C. The cost of printing this agreement will be borne equally between both parties and be made available in electronic form.

**Article XV**

**EFFECTIVE DATE AND DURATION OF THE AGREEMENT**

This agreement shall be in effect upon adoption by both parties and shall remain in effect until June 30, 2009.

In witness thereof:

Board of Trustees, District 515  
Prairie State College

Adjunct Instructors United, IEA-NEA  
Prairie State College

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**

**ADJUNCT FACULTY SALARY RATES**

<b>Effective Spring 2006</b>	
Steps	Rate
1-2 Semesters	\$459
3-6 Semesters	\$470
7+ Semesters	\$487

<b>Effective Fall 2006</b>	
Steps	Rate
1-2 Semesters	\$487
3-6 Semesters	\$499
7+ Semesters	\$516

<b>Effective Fall 2007</b>	
Steps	Rate
1-2 Semesters	\$516
3-6 Semesters	\$529
7+ Semesters	\$547

<b>Effective Fall 2008</b>	
Steps	Rate
1-2 Semesters	\$547
3-6 Semesters	\$560
7+ Semesters	\$580