

**CONTRACTUAL AGREEMENT**

**Between**

**ILLINOIS COMMUNITY COLLEGE DISTRICT 525**

**and the**

**Joliet United Adjuncts Coalition (JUAC), IEA-NEA**

**August 2012-August 2015**

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## **Article One Recognition and Definitions**

### **1.1 Recognition**

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

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

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

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

### **1.2 Board of Trustees Legal Authority and Representatives**

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

### **1.3 Determination of the Bargaining Unit**

Each semester the Board shall determine membership in the bargaining unit, based upon the criteria in Section 1.1 of this contract, and shall notify the Union of the unit determination by September 15 of the fall semester and February 1 of the Spring Semester. Bargaining unit lists shall be provided to the Union electronically.

## **Article Two Union-Board Relations and Union Activities**

### **2.1 Union Board Relations**

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

### **2.2 Fair Share**

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

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

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

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

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

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

The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court

or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by this Article.

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

### **2.3 Statistics and Records**

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

### **2.4 Union Release Time**

The Board agrees to provide support to the Union President and/or his/her designee(s) for the purpose of conducting Union business. The support shall be \$9,000 for year 1, 2012-2013; \$10,000 for year 2, 2013-2014; and \$11,000 for year 3, 2014-2015. The Union shall designate how the support is to be assigned and inform the college.

### **2.5 Facilities and Equipment**

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

### **2.6 Scheduling Union Meetings**

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

## **2.7 Union Bulletin Board**

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

## **2.8 Union Use of Campus Mail Boxes**

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

## **2.9 Board Meeting Agenda Distribution**

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

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## **2.10 Non-Discrimination**

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

### **2.11 Deduction of Union Dues**

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

### **2.12 Monthly Meeting with President or Designee**

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

### **2.13 Distribution of Contracts**

An electronic version of the contract will be posted on the Human Resources Department website. Fifty (50) copies shall be provided to the Union President.

### **2.14 Intention to Continue Contract Settlements**

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

### **2.15 Integrity of the Bargaining Unit**

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

### **2.16 No Strike**

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

## **2.17 Adjunct Meeting Participation**

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

## **Article Three Grievance Procedure**

### **3.1 Formal Grievance Procedure**

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

### **3.2 Step One**

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

### **3.3 Step Two**

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



### **3.4 Step Three**

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

### **3.5 Step Four Board**

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

### **3.6 Step Five Arbitration**

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

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

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

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

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

## **Article Four Academic Freedom**

### **4.1 Definition**

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

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

A college or university must be managed well and remain solvent, but it is neither a business nor an industry. It must be concerned with the needs of its community and state and country, but an institution of higher learning is neither a political party nor a social service. It must be morally responsible; but even when church related, it is neither a religion nor a church.

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

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

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

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

Hence institutions may hold to a particular political, social, or religious philosophy as may individual Adjuncts or students. But to be true to what they profess academically,

individuals and institutions must remain intellectually free and allow others the same freedom. All concerned with the good of colleges and universities will seek ways to support their institutional integrity and the exercise of their appropriate autonomy and freedom.

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

## **4.2 Intellectual Property Rights**

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

## **4.3 Institutional Materials (College-Owned Materials)**

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

## **4.4 Instructional Materials (Adjunct-Owned Materials)**

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

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

A. College Right of Use and Access: The College shall have the right of use and access to instructional materials for the following purposes: responding to requests by accrediting agencies; providing course information to students; assisting students in completing an assigned incomplete for which materials have been created, in the event of the absence of the instructor for any reason;

responding to requests for information relating to a student's transfer to other institutions; responding to formal complaints about a course in which a student has been enrolled; and, upon request of the Department Chairperson, approving for use as course models for other Adjunct in that department/discipline. These rights of use shall remain in effect even if the instructor leaves the institution.

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

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

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

#### **4.5 Intellectual Property Developed With Extraordinary Support**

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

For these materials, neither the College nor the Adjunct member may sell, lease, transfer, or assign any interest in them without the written consent and agreement of the other party. Ordinarily, the College shall provide such consent requested by the Adjunct member. The College shall have the right of use and access to such instructional

materials for the following purposes: a) maintaining continuity of the curriculum; b) meeting increased student demand.

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

#### **4.6 Intellectual Property Developed by Express Agreement**

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

#### **4.7 Limitations on Videotaping or Recording of Classes**

General: Videotaping and audio taping or recording of classes shall be done only at the initiation of the Adjunct member teaching the course and may be used only at the discretion of the Adjunct member. The Adjunct member has the right to modify and dispose of these tapes or recordings. The Adjunct member shall retain the sole right, use and ownership of any tapes made pursuant to 4.7, unless such materials are voluntarily used by the Adjunct member in the delivery of instruction at the College. In such cases, the College shall have the right of reasonable use and access to such instructional materials for the limited purpose of completing the delivery of that course.

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

### **Article Five Adjunct Faculty Rights**

#### **5.1 Union Representation**

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

#### **5.2 Personnel Files**

Only one (1) official personnel file shall be maintained in the Human Resources Department at the College for each Adjunct. An Adjunct shall receive a copy when

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

### **5.3 Jury Leave**

The Board agrees to pay each Adjunct member serving on jury/witness duty, except when serving as a paid expert witness, when otherwise required to work at Joliet Junior College the difference between monies paid to a juror/witness and the Adjunct person's regular salary.

### **5.4 Military Leave**

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

### **5.5 Bereavement Leave**

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

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

### **5.6 Discipline**

Non-probationary adjuncts covered by this Agreement shall be disciplined only for just cause. Discipline up to and including dismissal from employment shall be for unsatisfactory job performance, the violation of College policies, gross misconduct, or the violation of state, local or federal law.

The principle of progressive discipline is recognized. The typical disciplinary sequence shall be (1) verbal warning, (2) written warning, with a copy to the employee's personnel file, (3) suspension, (4) dismissal. It is understood however, that the degree of discipline given shall be based upon the nature and circumstances of the offense and the severity of the infraction.

The adjunct shall be apprised in writing of the reason(s) for the disciplinary action by the Administration. At the time such notice of disciplinary action is placed in the official personnel file in the Human Resources Department, a copy of such material shall concurrently be provided to the adjunct by the Administration. The adjunct shall acknowledge the receipt of such notice by signing it to acknowledge the receipt of the notice and shall not signify anything else. Should the adjunct refuse to sign the disciplinary notice, the Administrator shall write on the disciplinary notice that the adjunct refused to sign, date it and sign his/her name to the disciplinary notice.

In the event of a verbal or written warning, the adjunct shall have the right to respond to such warning notice placed in his/her official personnel file by submitting a response in writing within twenty-one (21) calendar days of filing of such disciplinary notice. Such response shall be attached to the personnel file copy of the warning notice.

Prior to any suspension without pay or dismissal, the adjunct shall be given the opportunity to attend a scheduled pre-disciplinary conference. The Union will be notified of the scheduled pre-disciplinary conference and may send a union representative to attend. At this conference the adjunct will be given the opportunity to respond to the reasons for the intended suspension or dismissal. The adjunct shall be entitled to a representative of his/her choice at the pre-disciplinary conference. Following the pre-disciplinary conference, the Administration shall determine whether to proceed with the suspension or dismissal. The adjunct will be advised of the decision in writing.

If it is deemed necessary by the Administration to conduct an investigation prior to a pre-disciplinary conference, an adjunct may be placed on paid leave pending the completion of the investigation.

In the event of a suspension without pay or dismissal, the adjunct has the option to appeal such disciplinary action in accordance with the procedures as set forth in Article Three of this agreement.

## **5.7 First Paycheck**

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

second payday.

### **5.7.2 New Hires**

For new hires, if required College documents are not received by prescribed deadlines, the new hire will not be able to start any teaching assignments and will not be compensated for class time not taught.

For new hires, all required College documentation and due dates will be made available on the JJC website. Upon completion of required documents, the new hire will receive a confirmation from Human Resources.

### **5.8 Adjunct Interviews for Full-Time Faculty Positions**

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

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

### **5.9 Adjunct Office Space**

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

### **5.10 Substitute Assignments**

The college shall continue its practice of allowing adjunct faculty to teach as substitutes. The parties agree that the College has the authority to establish and administer the substitution procedure. When arranging for a substitute, Adjunct Faculty members shall follow the College substitution procedures.



## **5.11 Participation in Meetings**

### Departmental Meetings

An Adjunct Union Department Representative or her/his designee may attend each scheduled departmental meeting in her/his academic department. The Adjunct Department Representative shall be notified of the meeting at the same time as full-time instructors and by the same means. The Adjunct Department Representative will function as liaison between the academic department and the adjuncts in the department. The Adjunct Faculty member will be compensated at the rate of twenty-five dollars (\$25) for attending departmental meetings.

### Committee Assignments

The College will compensate Adjunct Faculty at the rate of \$25 per hour in attendance for committee assignments approved by the Dean, Director and/or the Vice President. Approved committee assignments will not conflict with the Adjuncts teaching schedule. If an Adjunct Faculty participates in a non-compensated committee assignment approved by the Dean, Director and/or Vice President, the Adjunct Faculty member will not be docked for not teaching their class.

## **5.12 Course Development Rights**

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

The College agrees that every reasonable effort will be made to invite Adjunct Faculty members to participate in recommending and selecting textbooks. Final approval of textbooks remains with the Adjunct's Department Chairperson and the Dean. Any alleged violation will not be subject to Step Five of the grievance procedure.

## **5.13 Professional Development**

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

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

## **5.14 Participation in Commencement**

Adjunct Faculty will be invited to participate in commencement ceremonies. The College will provide a limited number of seats for Adjunct Faculty to attend. The number of seats will be contingent on space availability.

## **Article Six Class Assignments and Reassignments**

### **6.1 Length of Service**

Length of service is the number of semesters (teaching one or more summer sessions will count as only one total semester toward length of service) in which a bargaining unit member as defined in the certification issued by the IELRB has been employed at the college without a break in service. A break in service is defined as not teaching any course for four (4) consecutive fall/spring semesters.

### **6.2 Workloads**

Section 6.2 will be negotiated at a later date according to the "Workloads Memorandum of Understanding".

### **6.3 Seniority**

Bargaining Unit Members in each College Department shall be classified into the following levels of seniority based on the number of semesters taught at the College (including summer sessions) without a break in service.

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

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

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

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

### **6.4 Assignment Requests**

On or before October 1 of each year, a Bargaining Unit Member shall submit a request for assignment form to the College, which will indicate his/her interest in a teaching assignment for the following Spring Semester. It shall indicate the courses and sections if known which he/she is interested in teaching. It will also indicate the total number of credit hours, days, times and locations of interest.

On or before February 1 of each year, a Bargaining Unit Member shall submit a request for assignment form to the College, which will indicate his/her interest in a teaching assignment for the following Fall Semester and Summer session.

Each form shall indicate the courses which he/she is interested in teaching and sections if known. It will also indicate the total number of credit hours, days, times and locations

he/she is available to teach. In the case of the Summer Session, the form will also indicate which Summer session(s) is/are of interest.

All assignment forms will be submitted via email by the Bargaining Unit Member. The assignment form will be accessible on the JJC Website/Portal. The email will serve as proof of submission. The College may remind Adjunct members of the due dates of form submissions. If the Bargaining Unit Member does not submit the assignment form via email by the above deadlines, the Department Chair/Director will not be obligated to assign any courses.

## **6.5 Class Assignments**

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

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

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

The College shall provide to the Union President or designee an updated seniority list by department prior to the fall semester and the spring semester each year.

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

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

Course assignments for each semester, including summer, will be made by the College according to the following process:

- Adjunct Faculty members will submit their assignment requests in accordance with Article 6.4
- The College shall review the submitted requests in seniority order and shall assign requested courses during the first pass according to the following order:
  - Level 4 seniority adjuncts will be assigned **at least** six (6) contact hours if classes are available.
  - Level 3 seniority adjuncts will be assigned **at least** six (6) contact hours if classes are available.
  - Level 2 seniority adjuncts will be assigned **at least** six (6) contact hours if classes are available.
  - Level 1 seniority adjuncts will be assigned **at least** three (3) contact hours if classes are available.
- Any remaining classes that need to be assigned after the first pass will be emailed to Bargaining Unit Members' JJC email accounts. The Bargaining Unit Member will have three (3) working days to submit interest, via email, in teaching any remaining classes provided they are fully qualified and have a continuing history of successful performance. The College will assign classes in seniority order to Adjuncts. As used in this Article, "working days" means Monday through Friday, inclusive, except holidays on which the College business office is closed.
- Any remaining classes after the above process is completed will be assigned at the discretion of the College.
- Should class instructor vacancies arise due to emergencies (those classes that are without an assigned instructor after the assignment deadline); the College will email the list of class instructor vacancies to Bargaining Unit Members' JJC email accounts. The Bargaining Unit Members will have twenty-four (24) hours to respond, via email, expressing interest in teaching any listed class (es). The College will assign requested classes in seniority level order to Adjuncts not to exceed the maximum workload.
- Any remaining classes after the above process is completed will be assigned at the discretion of the College.
- Fall semester classes shall be assigned by the end of the previous spring semester. Spring semester classes shall be assigned by November 30th. Summer session classes shall be assigned by March 31st.
- For the Department of Adult Education and Literacy (DAEL), every effort will be made to assign Fall classes by August 1. Spring semester classes will be assigned by November 30th. Summer session classes will be assigned by March 31st.

## **6.6 Published Schedule of Classes**

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

## **6.7 Class Cancellation/Reassignment Rights**

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

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

Bargaining Unit Members who have their class canceled after the first class meeting will be compensated for the class proportionately to the number of contact hours that the class has met during the semester, or compensation will be at a minimum of a one hundred dollar (\$100) stipend.

## **6.8 "No Fault" involuntary Activity**

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

## **Article Seven Adjunct Evaluations**

### **7.1 Classroom Observation**

The Adjunct has a right to a regular, fair and consistent evaluation process. Classroom observation shall be used to evaluate an Adjunct's performance and effectiveness as an instructor. Classroom observations can be conducted by the Department Chairperson, a tenured faculty member, Dean, Director, coordinator, or Vice President. Under no circumstances shall bargaining unit members evaluate each other. Individuals designated to perform classroom observations must receive training prior to conducting such observations. The Adjunct shall be notified in writing two weeks in advance of the intent to evaluate. Written notification may be made by email. Time and place shall be mutually agreed upon by the Adjunct and person conducting the observation.

Classroom observations will be conducted annually. Each classroom observation will be a minimum of 50 minutes in duration.

Informal classroom observations may occur at any time during the semester and shall be conducted by the Department Chairperson, tenured faculty member, Dean, Director, coordinator, or Vice President.

In addition to the evaluations set forth above, the Department Chairperson may elect to conduct additional evaluations of any Adjunct Faculty member as follow up to evident performance and/or conduct deficiencies.

Following the completion of the written observation, the Department Chairperson, tenured faculty member, Dean, Director, coordinator, or Vice President shall meet with the Adjunct Faculty member to review the observation. Observation feedback shall be individualized.

The form in Appendix A will be used for classroom observations. The form used for classroom observations will continue to be the same as the form used by full time faculty members. Modifications to this form shall be made to better suit instructional areas as mutually agreed upon by the College and Union. Copies of the completed classroom observation form will be provided to the observer, Adjunct Faculty member, Department Chair (Director as appropriate), and Dean.

### **7.2 Student Evaluations of Adjuncts**

Student evaluations of Adjuncts shall be used for the Adjunct's insight into his/her assessment of performance and effectiveness as a teacher. All student evaluations (summary) will be kept as part of the official personnel file of the Adjunct.

Student evaluations will be conducted online for all courses. If the electronic version of

the student evaluation cannot be implemented by Fall 2013, the College and the Union may revisit the administration of the student evaluation procedure. When student evaluations are distributed during a class, the Adjunct Faculty member will distribute the evaluation forms and monitor the completion of the form by the students. A designated student will collect the forms, place them in an envelope and seal the envelope. The designated student and the Adjunct Faculty member will sign their names across the seal of the envelope to ensure confidentiality. The designated student will deliver the sealed envelope to a designated area.

### **7.3 New Hire Probationary Period**

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

Evaluations of probationary Adjunct Faculty will be conducted by qualified evaluators including Vice Presidents, Deans, Department Chairs, tenured Faculty, Directors, and program and instructional coordinators. The qualified evaluators shall provide performance evaluation of the probationary employee's work during the probationary period.

Evaluation of probationary Adjunct Faculty will include classroom observations by qualified evaluators, student evaluations, student complaints, syllabus issues, and/or grading issues/submissions. Student evaluations of Adjuncts shall be used for the Adjunct's insight into his/her assessment of performance and effectiveness as a teacher and will only be used to generate discussion of possible performance issues.

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

#### **7.3.1 For New Hires Hired Before the Fall 2012 Semester**

The new hire probationary period is for two teaching semesters. If the College deems that an adjunct has remediable deficiencies as an instructor, the probationary period may be extended for up to one semester. During that period, their Qualified Evaluator will decide upon a written remediation plan for the Adjunct Faculty member. During the review of this plan, the adjunct will have the right to Union representation, if he or she requests it. The remediation plan must involve in-class observations by a Qualified Evaluator as defined above. At the end of the two teaching semester's remediation process, a decision by the Qualified Evaluators on whether to continue the adjunct's employment shall be made.

#### **7.3.2 For New Hires Hired for and after the Fall 2012 Semester**

The new hire probationary period is for four teaching semesters (excluding summer sessions) in a four calendar year period. If the College deems that an adjunct has remediable deficiencies as an instructor, their Qualified Evaluator will decide upon a written remediation plan for the Adjunct Faculty member. During the review of this plan, the adjunct will have the right to Union representation, if he or she requests it. The remediation plan must involve in-class observations by a Qualified Evaluator as defined above. At the end of the four teaching semesters (excluding summer sessions), a decision by the Qualified Evaluator on whether to continue the adjunct's employment shall be made.

#### **7.4 Credentials**

The College will define the credentials necessary to teach in every discipline. Adjuncts' credentials and certifications will be evaluated by the College on an "as needed basis". Adjunct Faculty will be kept informed of pending changes in credential requirements. When credentials change, the Adjunct Faculty member must acquire their credentials in accordance with established deadlines. Adjunct Faculty members shall keep their official transcripts/ certifications/ licenses current. Should the College misplace the Adjunct Faculty member's credentials/ transcripts, the College will incur the cost of replacing such documents including any costs incurred by the Adjunct Faculty member in acquiring the replacement transcript/ credentials.

#### **7.5 Evaluation Process**

The purpose of Adjunct Faculty evaluations is to improve teaching quality and student learning. Consistent with this purpose, the evaluation process is intended to provide useful information about the Adjunct Faculty member's performance.

The evaluation process shall be composed of student evaluation of instructor, classroom observation, and self- evaluation, review of syllabus and instructional material, and assessment of Adjunct Faculty member's performance of responsibilities including attendance and planning.

The Adjunct Faculty members shall be evaluated by the Dean or designee. A written evaluation by the Dean or designee will be conducted at least once every six (6) years. There will be a random selection of Adjunct Faculty members per year to be evaluated. The Adjunct Faculty member will be notified which year he or she will be evaluated during the six (6) year period. Additional evaluations during the six (6) year period may be conducted for unusual circumstances including but not limited to ratings less than proficient. Eighteen (18) instructional weeks that the College is in session must pass before an additional evaluation can be conducted.

The Adjunct Faculty member will be rated Excellent, Proficient, Needs Improvement or Unsatisfactory. A copy of the written evaluation signed by the Adjunct Faculty member, acknowledging receipt of the evaluation, shall be maintained in the member's personnel file in the Human Resources Department. An Adjunct Faculty member will have the right to respond in writing to any written evaluation which shall become a part of the



personnel file.

Should an Adjunct Faculty member receive an unsatisfactory rating, a remediation plan will be developed and included in the evaluation. An Adjunct Faculty member receiving two (2) successive overall unsatisfactory evaluation ratings will be terminated.

## **Article Eight Fringe Benefits**

### **8.1 Tuition Waiver**

The bargaining unit member, spouse, or dependent shall be entitled to enroll in one credit course, up to five (5) credit hours, per semester. This benefit does not include a waiver for course fees or books which will be paid by the employee. This tuition waiver is in addition to benefits obtained from Section 8.3, Section 8.5, and Section 5.13. This waiver is in addition to benefits obtained from development training provide by the college (such as Adjunct Faculty seminars or workshops) and to benefits obtained from training provided by the Learning Technologies Advisory Committee (such as Microsoft Office 2010 training).

### **8.2 Paid Leave**

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

### **8.3 Professional Development Budget**

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

### **8.4 Health Care Insurance**

The College shall offer, if available, a self-paid health care plan for part time bargaining unit members. Open enrollment will be held to offer health insurance within a group plan selected by the College. Members shall be able to enroll in dental, life and AD&D

plans, which will be self-paid, even if they do not elect medical coverage. The premiums will either be paid directly by the participant or be deducted from payroll at a monthly rate.

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

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

### **8.5 Participation in Fitness Center Program**

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

## **Article Nine Compensation**

### **9.1 Substitute Compensation**

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

### **9.2 Extra Duty Compensation**

Adjunct Faculty shall be paid for orientation at the rate of \$ 25 per clock hour of attendance session, if attendance is mandatory. Adjunct Faculty shall be paid at the rate of \$35 per clock hour for any mandatory training either in the class room or on- line (for example, on

line state mandated ethics training or on-line "Harassment Prevention" training). "Sexual Harassment" training or "Harassment Prevention" training will be paid retroactively to January 2009.

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

### **9.3 Large Lecture Enrollment and Over Enrollment Compensation**

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

### **9.4 Online Course Development Compensation**

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

### **9.5 Non Online Course Development Compensation**

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

### **9.6 Independent Study Compensation**

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

### **9.7 Compensation for Other Academic Assignments**

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

<u>Assignment</u>	<u>Equivalent</u>
Director of Bands	3 credits for fall and 3 credits for spring
Director of Choirs/Ensemble	3 credits for fall and 3 credits for spring
Directing a Play	3 credits per play
Accompanist	1 credit

Choreographer	1 credit
Producer	½ credit per play
Livestock Judging	3 credits for fall and 3 credits for spring
Forensics*	3 credits for fall and 3 credits for spring*
Occupational Coaches*	1 credit per student competition with a 3-credit limit for fall and a 3-credit limit for spring semesters*
-Culinary	
-Vocational	
-Ag/Hort; Vet-Tech	*(unless course equivalent credit is given)*

### 9.8 Adjunct Compensation Schedules

#### Fall 2012 through Summer 2013 (Schedule retroactive to Fall 2012 session)

Step	Total Semesters Taught	Rate Per Contact Hour
1	0-3	\$678
2	4-11	\$712
3	12-20	\$749
4	21 and over	\$786
5	Doctoral degree from an accredited institution and 3 semesters taught at JJC	\$825

#### Fall 2013 through Summer 2014

Step	Total Semesters Taught	Rate Per Contact Hour
1	0-3	\$699
2	4-11	\$734
3	12-20	\$771
4	21 and over	\$809
5	Doctoral degree from an accredited institution and 3 semesters taught at JJC	\$851

#### Fall 2014 through Summer 2015

Step	Total Semesters Taught	Rate Per Contact Hour
1	0-3	\$720
2	4-11	\$756

3	12-20	\$795
4	21 and over	\$834
5	Doctoral degree from an accredited institution and 3 semesters taught at JJC	\$876

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

b) The total “contact hours” for bargaining unit members teaching a course in the Department of Adult Education and Literacy is defined as the hours listed in the College’s Class Schedule.

c) Bargaining unit members teaching Welding courses during the first and second contract years shall continue to be compensated on the same additional “contact hours” basis as the previous contract (2010-2012) in addition to the methods listed in (a) or (b) above. Bargaining unit members teaching Welding courses during the third contract year, who taught Welding classes during the first and second contract years, shall be grandfathered and continue to be compensated on the same “contact hours” basis as the first two contract years in addition to the methods listed in (a) or (b) above. New hires for the third contract year, Fall of 2014, shall be paid by the method in (a) above.

d) Bargaining unit members teaching Nursing Assistant 101 courses, who taught Nursing Assistant 101 classes during the previous contract (2010-2012) or the first year of this contract, shall continue to be compensated on the same additional “contact hours” basis as they were compensated in the previous contract (2010-2012) in addition to the methods listed in (a) or (b) above. New hires for the second contract year, fall of 2013, shall be paid by the method in (a) above.

e) Bargaining unit members teaching Clinical Nursing classes shall be compensated at the hourly rate of \$46.25 for 2012-2013; \$47.75 for 2013-2014; and \$49.00 for 2014-2015.

f) Any bargaining unit members whose compensation rate in 2012 and 2013 academic year exceeds the appropriate step compensation rate of the above Section 9.8 Compensation Schedules shall be grandfathered at their previous rate with a retroactive increase for academic year 2013 equal to 2.6% of the difference between their 2011-2012 rate and the appropriate 2012-2013 Schedule rate. Any bargaining unit members whose compensation rate was grandfathered in this part will receive an increase for the academic year 2014 equal to 2.99% of the difference between their 2012-2013 rate and the appropriate 2013-2014 Schedule rate. Any bargaining unit members whose compensation rate was grandfathered in this part will receive an increase for the academic year 2015 equal to 2.98% of the difference between their 2013-2014 rate and the appropriate 2014-2015 Schedule rate.

**Article Ten**  
**Adjunct Faculty Responsibilities**

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

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

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

College policy regarding class attendance, student projects and student assignments.

A course syllabus prepared by the faculty member and approved by the Department Chair must be on file with the Chair for each teaching assignment each semester. A faculty member must submit a course syllabus to the Chair for approval in a format and by a date to be determined by the Chair. The Adjunct Faculty member will make every effort to follow the syllabus within constraints of the semester.

Adjuncts shall provide a syllabus to students no later than the first day of class.

Adjuncts are responsible for 10th day electronic attendance reports; mid-term verifications and final course grades. Final grades for each student must be submitted electronically to the Registrar within 72 hours from the last day of class for the current term. At the conclusion of each course a copy of the grade book must be submitted to the department chairperson.

**Article Eleven**  
**Savings and Effect**

If any provision of this Agreement shall, at any time, be declared contrary to law or mandatory regulations as a result of a state, administrative, judicial, or legislative action, then such provision will become immediately non-applicable. Should this occur, all other provisions of this Agreement shall remain in full force for the duration of the Agreement. Upon the application of this clause, the parties should meet to discuss legal provisions within the original intent. The Board and the Union hereby understand and agree this agreement embodies the complete and final understanding reached by the Parties as to

wages, hours, and terms and conditions of employment for employees covered by this Agreement. This agreement may be supplemented or amended during its term solely upon the written and mutual agreement of the College and the Union.

### **Article Twelve Term of Agreement**

This agreement shall be in effect upon its adoption by both parties and shall remain in full force and effect, until the 18th day of August 2015.

### **Joint Evaluation Committee Memorandum of Understanding**

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

### **Workloads Memorandum of Understanding**

In light of the Affordable Care Act (ACA), Section 6.2 of the Agreement and the Memorandum "Exceptions to Article One, Section 1.1.1" (Article One, Section 1.1.1 references the Full Time Faculty Contract) or any past practice allowing for the scheduling of hours greater than the amount allowable by the ACA shall no longer be applicable. No later than January 2015, only the Section 6.2 Workloads part of the contract will be reopened. Section 6.2 will be reopened only to negotiate the maximum number of contact hours that Bargaining Unit Members may teach in each of the Spring, Fall, and Summer semesters. Until Section 6.2 is renegotiated the maximum number of hours assigned shall be determined by the College.

### **Variable Pay Memorandum of Understanding**

No later than January 2014, negotiations will commence on the issue of developing a Variable Pay program for Adjuncts.

### **MEMORANDUM OF UNDERSTANDING Section 9.1 Substitution Compensation**

The Board of Trustees of Community College District No. 525, Joliet Junior College ("Board") and the Joliet United Adjuncts Coalition ("Union") as part of the negotiations for a successor agreement to the May 2010 – August 2012 collective bargaining agreement have

agreed as follows:

1. That a defined method for calculating substitution pay as provided for in Section 9.1 "Substitution Compensation," of the successor agreement is needed.
2. That until such time as the parties may agree otherwise, the following method shall be used to calculate substitution pay:

Calculate the scheduled number of minutes for the class session without subtracting for any breaks. Divide this total number by 50 minutes (contact hour). Multiple the resulting number of contact hours by the rate of substitute pay for the full time faculty. For example, if a class meets for 179 minutes, 179 minutes should be divided by 50 minutes. This results in 3.58 contact hours being calculated. If the substitute pay is \$31 per contact hour, \$110.98 will be the substitution compensation.
3. The parties acknowledge that adjuncts may have assignments in various types of programs. Accordingly, designated representatives of the parties shall meet at the end of the Fall 2013 semester and again at the end of the Spring 2014 semester to review implementation of the calculation method and to determine if it should be revised in any manner to better accommodate any differences in assignments that may exist.



## Appendix A Classroom Observation Form

Instructor: \_\_\_\_\_

Date: \_\_\_\_\_

Course: \_\_\_\_\_ Section: \_\_\_\_\_ # of Students Present: \_\_\_\_\_

Evaluator: \_\_\_\_\_

### Instructions:

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

### Course Content, Objectives and Structure

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

Agree	Disagree	N/A

Comments:

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**Presentation Style**

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

Agree	Disagree	N/A

Comments:

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**Instructor's Teaching Methods**

- 1. Asked pertinent questions periodically to determine whether too much or too little information was being presented.
- 2. Presented appropriate examples to clarify difficult ideas.
- 3. Explicitly stated relationships among various ideas in the session.
- 4. Maintained interest and attention of students.

Agree	Disagree	N/A

**Instructor's Teaching Methods**

- 5. Summarized the main ideas in the session.
- 6. Solved or otherwise dealt with any problems raised during the class.
- 7. Restated what students were expected to gain from the session.
- 8. Used class time appropriately.
- 9. Responds appropriately to students' questions.

Agree	Disagree	N/A

Comments:

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**Professionalism**

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

Agree	Disagree	N/A

Comments:

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## CLASSROOM OBSERVATION SUMMARY

**Strengths:**

**Opportunities for Improvement:**

Observer \_\_\_\_\_ Date \_\_\_\_\_

Instructor \_\_\_\_\_ Date \_\_\_\_\_

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

**Comments of Instructor:**

\_\_\_\_ Copy to Faculty Member

\_\_\_\_ Copy to Chair

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

Fall 20\_\_\_\_  Spring 20\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Phone (home) \_\_\_\_\_

Phone (cell) \_\_\_\_\_

Phone (work) \_\_\_\_\_

E-mail \_\_\_\_\_

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

Circle  
availability

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

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

- Main Campus
- North Campus
- Lincoln-Way
- Central
- Lincoln-Way
- East Morris
- Other \_\_\_\_\_

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Other comments:

Please submit this form to your Department Chair.

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

**Seniority Level**  
(based on semesters taught)

Level 4 (> 20)

Level 3 (12-20)

Level 2 (4 -11)

Level 1 (< 4)

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

Summer 20 \_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Phone (home) \_\_\_\_\_

Phone (cell) \_\_\_\_\_

Phone (work) \_\_\_\_\_

E-mail  
\_\_\_\_\_

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

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

<b>Session</b>	<b>Class (es) and times</b>
1. Same as last summer (20__)	_____
2. Sm I First six-week session	_____
3. Sm III Second six-week session	_____
4. Sm II One eight-week session	_____

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

1. \_\_\_\_\_
2. \_\_\_\_\_

Other comments:  
\_\_\_\_\_  
\_\_\_\_\_

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

**CONTRACTUAL AGREEMENT BETWEEN  
ILLINOIS COMMUNITY COLLEGE DISTRICT 525  
JOLIET JUNIOR COLLEGE  
AND THE  
JOLIET UNITED ADJUNCTS COALITION**

**August 13, 2012-August 14, 2015**

This Agreement made and entered into this 30<sup>th</sup> day of July, 2013.

This agreement shall be in effect upon its adoption by both parties and shall remain in full force and effect, until 11:50pm on the 14<sup>th</sup> day of August 2015.

For the Board of Trustees  
Joliet Junior College  
Illinois Community College  
District No. 525

Joliet Junior College  
Joliet United Adjuncts Coalition  
IEA-NEA

Andrew S. Michalik

Chairman, Board of Trustees

Albert J. Kennedy

College Union Representative

ATTEST:

Suzanne W. Beck

Secretary

Albert J. Kennedy

JUAC Representative

7-30-13

Date

July 30, 2013

Date