



# AGREEMENT

Two-Year Agreement Between  
The Board of Waubonsee Community College  
(Community College District #516)

and

Waubonsee Community College  
Faculty Council Local #604

2019 - 2021



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## **PREAMBLE**

This Agreement is entered into by and between the Board of Community College District No. 516, State of Illinois, hereinafter referred to as the “Board,” and the Waubonsee Community College Faculty Council Local #604, hereinafter referred to as the “Faculty Council,” as the exclusive bargaining agent for the full-time faculty members in the bargaining unit.

**ARTICLE I**  
**FACULTY COUNCIL RECOGNITION AND DEFINITIONS**

**A. Recognition**

The Board of Community College District No. 516 recognizes the Waubensee Community College Faculty Council as the exclusive bargaining representative for all full-time faculty members regarding salaries, fringe benefits, and working conditions.

**B. Definition of Terms**

1. The term “College” refers collectively to all educational facilities or academic locations of the Board and the administrative offices thereof.
2. The term “Faculty Council Representative” used in this Agreement means any elected or appointed representative of the Faculty Council.
3. The term “Faculty Council President” refers to the elected head of the Faculty Council or his/her elected alternate.
4. Whenever the singular is used in this Agreement, it shall include the plural.
5. The term “Faculty Member” means a full-time employee of the district regularly engaged in teaching or academic support services, but shall exclude supervisors, administrators, and all support staff including secretarial/clerical, Information Technology, and Campus Operations staff.

Individuals in the following positions shall be considered as supervisors and/or administrators, and/or not regularly engaged in teaching or academic support services:

President, Executive Vice President, Vice Presidents, Assistant Vice Presidents, Executive Directors, Deans, Directors, Assistant Deans, and Senior Executives.

“Academic Support Services” means counseling and the library.

“Academic Support Personnel” means counselors and professional librarians, excluding supervisors, administrators, and secretarial/clerical employees.

6. The “standard teaching load” is defined as a full-time teaching load of a teaching faculty member during the standard academic year (as defined in Article IX.A).



7. The term “spouse” whenever used in this Agreement shall include civil union partner effective with the enactment of the Illinois Religious Freedom Protection & Civil Union Act.
8. The term “marriage” whenever used in this Agreement shall include civil unions effective with the enactment of the Illinois Religious Freedom Protection & Civil Union Act.

## **ARTICLE II**

### **FACULTY COUNCIL/BOARD RELATIONS**

#### **A. Meeting with Faculty Members or Faculty Organizations**

This Agreement shall not be construed to prevent any Board official or administrator from meeting with any faculty member or the Faculty Council for the purpose of hearing their views.

#### **B. Faculty Council Membership and Nondiscrimination**

Membership in the Faculty Council or in any other employee organization or association not affiliated with the College shall not be a condition of employment for any faculty member. The Board will not discriminate in hiring, tenure, or continuity of employment or in promotional or any other opportunities because of the employee's membership or lawful organizational activities in the Faculty Council or in any other employee organization or his/her refusal to join in any such organization or to participate in any such activities. The Faculty Council agrees not to discriminate against any member of the bargaining unit because of an employee's membership or lawful organizational activities in the Faculty Council or in any other employee organization or his/her refusal to join any such organization or to participate in any such activities. The Faculty Council agrees to distribute copies of official minutes of regularly scheduled Faculty Council meetings, copies of progress reports on negotiations, and other items deemed appropriate by the Faculty Council Executive Board to all bargaining unit members.

#### **C. Rights and Benefits of Faculty Members**

Rights and benefits of faculty members set forth in this Agreement shall be assimilated into any individual faculty member's notice of appointment with the Board. An unresolved conflict between the terms of the faculty member's individual notice of appointment and the terms of this Agreement may be the subject of a grievance by the affected faculty member. All new faculty members shall be given a copy of this Agreement and faculty insurance information. Present faculty members shall be given a copy of this Agreement at Board expense.

#### **D. Faculty Council/Administration Meetings**

The College President and the Faculty Council President shall meet at least twice each semester to address professional concerns. Each President may also designate up to four (4) additional participants to attend these meetings. Items to be discussed will be submitted to the relevant President at least two (2) days before the scheduled meeting(s). Such meetings will not be scheduled during faculty members' scheduled class time, student conference hours, or counselors/librarian's office duties.

**E. Exchange of Information**

Both the Board and the Faculty Council shall make available to each other, upon written request, any and all information, statistics and records that are relevant to negotiations or necessary for the processing of a grievance or the enforcement of the terms of this Agreement. Copies of confidential professional memoranda and correspondence from attorneys and similar advisors shall not be furnished unless and until they have been made public documents.

**F. Board Meetings**

The Faculty Council may obtain a copy of the Board meeting agenda 48 hours in advance of each regular or special meeting on the College's website. The College President shall make available to the Faculty Council President or his/her designee at the beginning of the Board meeting all Board reports that pertain to collective bargaining and all other reports and recommendations that will be made public at the meeting. In the absence of the Faculty Council President or his/her designee, these materials will be sent to the Faculty Council President within three (3) working days of the meeting. The President of the Faculty Council or his/her designee shall be accorded the privilege of speaking at Board meetings on matters that are proper subjects of collective bargaining, provided that the President of the Faculty Council or his/her designee notifies the Clerk of the Board within 24 hours of the Board meeting and identifies the specific topic(s) to be discussed.

**G. Availability of Board Policy**

The Faculty Council may obtain a copy of the Board of Trustees policy manual on the College's intranet. As policies are created, amended or withdrawn, the Faculty Council President will receive a copy of each policy by email within one week of creation, amendment, or withdrawal. The policy manual on the intranet will be updated as soon as practical.

**H. Precedence of Agreement**

If there is a direct conflict between the terms of this Agreement and policies instituted by the Board and/or procedures of the administration, such matters should be brought to the attention of the Executive Director of Human Resources. Should an understanding not be reached, the matter should be referred to the College President who shall seek to resolve the disagreement. If the disagreement remains unresolved, it must be transmitted by the College President to the Board for their review and action.

**I. Full-Time Faculty Vacancies**

If a faculty vacancy arises due to the death, resignation, long term illness or termination of a faculty member during the life of this Agreement, the remaining

faculty members from the concerned curriculum area shall meet with the Dean and together make a written advisory recommendation to the Vice President of Educational Affairs as to whether or not the faculty vacancy should be filled. If no consensus is reached, the faculty members and/or administrators who have met may submit separate written advisory recommendations. All such recommendations shall be submitted to the Vice President of Educational Affairs, then to the College President within five (5) school days following the meeting, and the Vice President shall not make a recommendation to the College President as to whether or not the faculty vacancy should be filled until after the time period stated herein for receiving such recommendations has passed. After receiving any such recommendation, the Vice President may convene a meeting with the faculty members from the concerned curriculum area and/or the Dean to discuss a recommendation further. A copy of the Vice President's recommendation to the College President shall be made available to the faculty members from the concerned curriculum area upon request.

## **ARTICLE III**

### **FACULTY COUNCIL ACTIVITIES**

#### **A. Meetings**

When the College President or his/her designee and representative of the Faculty Council meet to discuss items in the Agreement, said representatives attending such meeting shall suffer no loss in pay.

#### **B. Bulletin Boards and Mailboxes**

##### **1. Bulletin Boards**

The Faculty Council shall continue to be provided bulletin board space for the posting of notices and other materials relating to Faculty Council activities.

##### **2. Mailboxes**

The Faculty Council President or his/her designee shall have the right to place Faculty Council materials in the faculty mailboxes and send materials electronically to the faculty members. Generally distributed Faculty Council business materials sent electronically shall be copied to the Vice President of Educational Affairs. Emails are subject to the college's Acceptable Usage Agreement.

#### **C. Faculty Council Meetings**

By no later than June 1 for the upcoming fall semester and by no later than October 1 for the upcoming spring semester, the Faculty Council President shall submit to the College President or his/her designee one day and time during the Faculty Development Days for the coming semester of the standard academic year to hold a general Faculty Council meeting during normal operating hours in the building or buildings of the College. If these days and times are approved by the College President or his/her designee, every effort will be made not to schedule any new meetings involving faculty members at these same dates and times. The College President and his/her designee reserve the right to modify the schedule as needed to accommodate unforeseen or unplanned circumstances during Faculty Development Days.

By August 1 of each school year, the Faculty Council President shall submit to the College President or his/her designee one day and time for each month in the coming standard academic year to hold a general Faculty Council Senate meeting during normal operating hours in the building or buildings of the College. Once these days and times are approved by the College President or his/her designee no new meetings involving faculty members shall be scheduled or held at the same dates and times.

In the event that the Faculty Council President determines that there is a need for a general Faculty Council meeting at a date and time not previously submitted to the College President or his/her designee under this Section, the Faculty Council President shall consult with the College President or his/her designee. At his/her discretion, the College President or his/her designee shall agree to a date and time for such a meeting and no new meetings involving faculty members shall thereafter be scheduled or held at the same time. No faculty members shall be released from his/her scheduled classes, student appointments, or counselor/librarian duties to attend any of the general Faculty Council or Senate meetings provided for in this Section.

**D. Faculty and Faculty Council Use of Facilities and Equipment**

Any use of College facilities and/or equipment by the Faculty Council and/or faculty members shall require approval of the College President or his/her designee within the guidelines set by the College Board of Trustees. A copy of Board policy guidelines, dealing with use of equipment and facilities, will be available upon request of any faculty member.

**F. Faculty Council Office Space**

A faculty office at the Sugar Grove Campus will be provided for the Faculty Council officers for Council use. The office will be furnished with a desk, two chairs, a computer, a secure file cabinet and a telephone. The use of the office shall be provided for no less than the term of this Agreement.

## **ARTICLE IV**

### **ACADEMIC FREEDOM AND DEMOCRACY IN PUBLIC COLLEGE EDUCATION**

The AAUP Statement on Academic Freedom and Joint Statement on Rights and Freedoms of Students shall be the guidelines of this Article. A further clarification and elaboration of these statements follows.

#### **A. Democracy in Public Education**

The Board and the Faculty Council recognize and agree that while democratic principles should remain in every American school system, a suburban college must be exemplary in its expression and practice of the democratic ideal. Integrated education, faculties, and facilities are more than aspirations.

#### **B. Nondiscrimination**

The Board and the Faculty Council, in accordance with applicable law, shall not discriminate against any faculty member or applicant for employment by the Board or for membership in the Faculty Council on the basis of race, color, creed, religion, gender, gender identity, sex, sexual orientation, age, national origin, ancestry, veteran's status, marital status, unfavorable discharge from military service, order of protection status, pregnancy, disability, citizenship status, or any other characteristic protected by law, or membership or participation in, or association with the lawful activities of any organization.

#### **C. Academic Freedom**

1. The faculty member is entitled to full freedom in research and in publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
2. The faculty member is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter that has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of appointment.
3. The college or university faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a man/woman of learning and as an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

4. Faculty members who teach shall have the right and responsibility to determine course outcomes and objectives, standards and methods of assessment, course content, methods of instruction, and textbooks, subject to such policies and procedures as may be specified by the Board. Should the Board decide to review a change or addition to its policy in this area, faculty representatives appointed by the Faculty Council will be given the opportunity to provide written and verbal input to the College President and the Board ad hoc policy committee.
  
5. Individual faculty members will choose the textbooks and supplementary materials for the courses they teach. Each individual faculty member must use the same required textbook and supplementary materials for all of the face-to-face sections of the same course he/she teaches. The same required textbook and supplementary materials must be adopted for the full academic year, starting with the fall semester through the following summer session. Faculty members teaching courses that require science laboratory setups will collectively choose a single laboratory manual for each course. Faculty members teaching sequential courses, where a single text covers the content of both courses, will jointly choose the same required textbook and supplementary materials. On an annual basis, the faculty may provide input by March 1 for the following full academic year (as defined above) to the Vice President of Educational Affairs or his/her designee, who will review the list to determine if modifications are necessary. Textbooks and supplementary materials must meet the course objectives, course outcomes, and course content defined in the established course outlines. Faculty members will consider textbook costs when selecting texts and supplementary materials. Faculty members must petition the Vice President of Educational Affairs or his/her designee for exceptions to these provisions.



**ARTICLE V**  
**SALARY AND RATES OF PAY**

**A. Placement of Teaching Faculty on Compensation Schedule**

**1. Placement on Compensation Schedule**

The employment appointment submitted to a prospective faculty member shall include his/her proposed placement on the compensation schedule, including the position for which he/she is employed, and, if non-tenured, the length of the appointment. After consultation with the faculty member and designated administrator, this proposed placement on the compensation schedule shall be recommended by the College President to the Board.

Credit for initial salary placement of faculty members shall be subject to the following:

- a. Approved degree(s) and other approved credits earned from accredited institutions of higher education earned prior to employment with the college.
- b. Previous college teaching experience and/or previous high school teaching experience.
- c. Military credit is limited to two years except in the case of military credit that involves full-time teaching.
- d. Occupational experience directly related to the teaching field.

All credit and experience for initial salary placement purposes must be earned prior to initial placement. Official post-secondary transcripts, and/or appropriate documentation for military and/or occupational experience, must be filed in the Office of Human Resources prior to initial placement.

As part of the interview process, a candidate for a position governed by this Agreement shall be given a copy of Article V.A. 1-2.

The faculty member's signature on the initial placement notification memo, a copy of which will be placed in the faculty's personnel file, demonstrates acceptance of his/her placement.

**2. Advancement on Compensation Schedule**

Except as provided in the Memorandum of Agreement found on page 67 of this Agreement, a faculty member will advance in the column for which he/she is qualified one step for each complete year of service until he/she reaches the maximum step for his/her column on the compensation schedule contingent upon satisfactory performance. Unsatisfactory performance will result in a frozen step placement or a recommendation to the Board of Trustees under Article XI that the faculty member be dismissed.

- a. Satisfactory completion of upper division courses or equivalents approved by the designated administrator earned subsequent to employment at Waubensee in accordance with Article VI.J.1 will be used in determining advancement on the compensation schedule. On the basis of evidence supplied and documented, a faculty member shall be advanced to the column to which he/she becomes qualified.

As documented on the initial placement notification memo, approved additional credits earned beyond the required degree prior to the initial placement must be documented by the applicant as part of the initial placement record and will be eligible to be used for advancement on the compensation schedule in accordance with this Article.

A faculty member is entitled to be reclassified on the salary schedule at the beginning of the fall semester of each school year. It is the responsibility of the faculty member to provide the appropriate College administrator with copies of transcripts of work completed during the summer preceding the start of the fall semester by no later than October 15 of the year when the reclassification is to become effective. Prior approval from the appropriate administrator for all coursework to be used for reclassification purposes must be obtained prior to enrollment.

- b. For each approved 100 clock hours of specifically related occupational experience, a faculty member whose teaching assignment is in an occupational program as identified by ICCB code numbers will be credited with the equivalent of one (1) semester-hour of credit toward advancement on the compensation schedule.
  - i) A written plan must be approved by the Vice President of Educational Affairs prior to gaining this experience.
  - ii) When such experience has been approved, the faculty member seeking semester hour equivalency credit toward advancement on the compensation schedule must validate the number of clock hours of occupational experience by providing proof signed by the faculty member's employer.
  - iii) For each 100 clock hours of validated occupational experience the full-time faculty member will be credited with the equivalent of one (1) semester hour toward advancement on the compensation schedule.
    - aa) The employer-validated clock hours shall be cumulative without regard to the time elapsed from the start of the first full-time non-teaching employment date to the time when advancement is made on the compensation schedule.

- bb) Occupational experience semester hour credits will be additive with semester hours earned at an accredited college or university toward advancement on the compensation schedule.
- iv) For those faculty members teaching in an occupational program as defined above and who are on Column I of the compensation schedule, and who do not have a BA degree at the time of employment, 30 semester hours are required to advance from Column I to Column II. These hours, or their equivalent, shall be acquired after employment as designated below.
  - aa) As much as, but not more than, 50% of work experience shall include employment by weeks at 40 clock hours per week. Semester hours are to be computed on the basis of the formula: 100 clock hours = 1 semester-hour, and a minimum of 50% (15 hours) academic courses, acquired by CLEP, or courses taken at an accredited institution awarding a baccalaureate degree.
  - bb) Occupational experience credit as outlined in Article V.A.2.b.
  - cc) With the awarding of tenure the faculty member becomes eligible for movement from Column I to Column II when the above conditions have been met.
  - dd) The supervising Assistant Vice President shall determine the acceptability of work experience or academic courses.
- c. Falsification of records will result in restitution of overcompensation and/or recommendation to the Board of Trustees under Article XI that the faculty member be dismissed.

### 3. **Substitutes**

For the duration of this Agreement, faculty members who substitute for another faculty member will be paid \$23.40 per 50-minute contact hour. The substitution must be approved by the Dean. Monitoring or proctoring a class, showing a film, giving a test, or other non-preparatory coverage are not included in this substitute pay schedule.

### 4. **Summer Term**

Full-time faculty members in order of tenured, non-tenured, and temporary will be given preference for up to twelve (12) semester hours. If not requested at the initial departmental scheduling meeting, written requests for summer session teaching assignments must be submitted to the Dean no later than one week after the initial departmental scheduling meeting. The salary rates for the summer will be per load hour.

Full-time faculty members in order of tenured, non-tenured, and temporary will be given preference for up to twelve (12) load hours for the summer term in accordance with the following parameters:

Three-Week and Four-Week Sessions: No more than 3 load hours or one course, whichever is greater, per session.

Eight-Week Session: No more than 12 load hours.

Eleven-Week Session: No more than 12 load hours.

The cumulative semester hours for the summer term, regardless of which combination of sessions are taught by the faculty member, cannot exceed twelve (12) load hours.

A faculty member shall be notified of his/her tentative summer assignment at least thirty (30) days before the end of the preceding semester. Summer salary rates will be paid at \$1,199 per load hour for 2019-2020 and \$1,247 per load hour for 2020-2021.

## 5. **Overload**

Overload includes all semester hours taught by the faculty member exceeding the 15 semester-hour equivalent load per semester or exceeding the 30-hour load for the year. Overload rates will be per credit hour or load hour, whichever is applicable. The voluntary overload rate for 2019-2020 and 2020-2021 will be \$1,073. The rate of pay for involuntary overload for the duration of this Agreement will be \$75.00 greater than the voluntary overload per credit hour (or load hour, whichever is applicable).

A voluntary overload includes all semester hours taught by the faculty member beyond the 15 semester-hour equivalent load per semester or exceeding the 30-hour load for the year that are voluntarily requested by the faculty member.

If a full-time faculty member's voluntary overload is canceled, the appropriate administrator may, in his/her discretion, assign the faculty member any scheduled class scheduled to be taught by an employee not in the bargaining unit subject to the faculty member's request.

An involuntary overload is that portion of the teaching load exceeding 15 semester-hour equivalent per semester or 30 per year that is assigned by the appropriate Dean in order to complete the faculty member's normal load.

An involuntary overload can also be the load beyond the regular load that is assigned by the Dean after he/she notifies the faculty member in writing that he/she has no full-time or part-time faculty member available to teach the course, and thereby, requests the faculty member to teach the additional load.

If a faculty member receives an overload during the fall semester but is unable to fill out a full load in the spring semester, the appropriate administrator and faculty member may substitute an assignment that is mutually acceptable to both parties in lieu of the course(s) necessary to complete a full load. If agreement is not reached, the faculty member shall forfeit the prior semester's overload amount.

6. **Pay Periods**

Pay periods shall be twice a month. Payments may be on the 20-pay plan or a 24-pay plan as requested in writing from the faculty member to the Executive Director of Human Resources prior to the opening of the fall semester. Twenty-four pay plan approvals shall be for twelve (12) months and shall not be construed as appointment extensions, only as a budgetary convenience to faculty. Salary payments will be made on the 15th and last date of the month or the closest working day on which the College's administrative offices are open.

7. **Annual Compensation Schedule**

The salary compensation schedule in the appendix shall not be reduced by any change in the academic calendar.

8. **Extracurricular Pay Rate**

The extracurricular pay rate for full-time faculty members shall be determined by the Board of Trustees and shall not be less than rates agreed upon for part-time staff members. These duties are to be performed in addition to the normal teaching load.

9. **Payment for Independent Study**

For the duration of this Agreement, the rate of pay for independent study courses shall be \$35.11 per credit hour.

## **ARTICLE VI INSURANCE AND FRINGE BENEFITS**

### **A. Group Health Insurance**

A program of group health insurance shall be provided for faculty members. Health insurance coverage will be effective as of the first day of the month following the faculty members' official hire date into an eligible classification.

For the duration of this Agreement through December 31, 2021, faculty members covered by this Agreement will contribute 12% of the established premium rate, and the College will contribute 88% of the established premium rate for single coverage and dependent coverage, if elected. The College provides a variety of health insurance plan options. The group health insurance options will provide coverage for employees, spouses and eligible dependents. The dependent coverage options include three tiers: employee and spouse; employee and children; and employee, spouse, and children.

The faculty member shall have the responsibility to notify the Office of Human Resources of any changes in marital and/or dependent status when they become effective.

### **B. Group Dental Insurance**

A program of group dental insurance will be provided to faculty members covered by this Agreement effective as of the first day of the month following the faculty members' official hire date in an eligible classification.

For the duration of this Agreement through December 31, 2021, faculty members covered by this Agreement will contribute 10% of the established premium rate, and the employer will contribute 90% of the established premium rate for employee only dental coverage. For those faculty members covered by this Agreement who elect to also cover a spouse and/or dependents, the faculty members' contribution will be equivalent to 40% of the established premium rate and the employer will contribute 60% of the established premium rate.

### **C. Health Insurance Committee**

The Board and Faculty Council agree to a college-wide Health Insurance Committee. The purpose of this committee is to review and recommend options to contain or reduce costs of the college's group health insurance plans (medical and dental).

The Committee is comprised of nine (9) representatives from each of the insured employee groups as follows: three (3) full-time faculty members (one of which will serve as Tri-Chair appointed by the Faculty Council), three (3) full-time support staff, and one (1) administrator. The Executive Director of Human Resources and another Human Resources employee will also serve on the committee. The Faculty Council President appoints the three full-time faculty representatives and the College President, or designee, appoints the full-time support staff and administrator representatives.

The college's insurance broker will participate as necessary.

The committee will be chaired by the Executive Director of Human Resources, one of the Faculty Council appointees, and one of the full-time support staff representatives. The Committee will meet as often as deemed necessary, but no less than two times per year. Working collaboratively, committee recommendations will be made by consensus. Committee recommendations will be made to the College President and must be

approved by the Board of Trustees. Recommendations specific to full-time faculty will be made to the Faculty Council President and must be approved by the Faculty Council and the Board of Trustees before implementation.

**D. Term Life Insurance**

Term life insurance shall be provided and paid for by the Board for all faculty members. The amount of coverage of such term insurance for each faculty member shall be \$50,000 per member. Additional insurance may be purchased by the faculty member for himself/herself and/or his/her spouse and eligible dependents at the rate and limit set by the insurance carrier.

**E. Credit Union**

Faculty members who wish to participate in the Kane County Teachers Credit Union shall be allowed to do so through payroll deduction.

**F. Travel Expenses**

A faculty member shall receive the prevailing Internal Revenue Service (IRS) rate per mile and other reasonable expenses for travel when on approved College business, including commuting between two campus locations, as provided for in the College's Business Travel and Expense Procedures.

**G. Long Term Disability Insurance**

In the event a faculty member is determined to be disabled, the College will pay or, at its discretion, will provide disability income/insurance based on the faculty member's base salary as defined by faculty compensation schedule. Your benefits will commence on the date on which you have been disabled for 60 continuous calendar days or after the faculty member has exhausted all accumulated salary and sick leave pay, whichever date is later. The gross amount paid to a faculty member for any period of disablement will not exceed one-half the faculty member's base salary as determined by the faculty member's placement on the salary schedule as of the date that the faculty member is determined to be disabled.

If income of an amount equal to or greater than the above stated amount is received from the State Universities Retirement System (SURS), worker's compensation insurance, social security, sick leave assistance bank or other disability income sources, no further income will be provided by the College.

If income is received from any of the above sources at less than the above stated amount, the College will pay or, at its discretion, will provide disability income/insurance equal to the difference between the above stated amount and the lesser amounts actually received from other sources.

Long term disability benefits will be provided in accordance with the terms of SURS or the insurance contract, whichever is applicable.

## **H. Sheltered Annuity Program**

The Board will approve tax sheltered annuities with acceptable companies and will handle the necessary bookkeeping for the program. Faculty members interested in this benefit should contact the Executive Director of Human Resources for additional information. Tax sheltered programs must be 100% tax sheltered and are not to include non-tax-sheltered insurance as part of the program.

## **I. Dues Check-off**

The Board shall, upon written request of a Faculty Council member utilizing the form attached to this Agreement as Appendix A, withhold Faculty Council dues from the compensation of that member. The amount withheld from each regular payroll period shall be equal to a pro rata share of the annual dues, as certified by the Faculty Council Treasurer to the Executive Director of Human Resources annually by September 15. The dues withheld shall be uniform for all Faculty Council members. The Board shall transmit dues withheld to the Treasurer of the Faculty Council within ten (10) working days from the time of the withholding.

The College will annually provide a spreadsheet with a listing of all members of the Bargaining Unit at the beginning of the fall and spring semesters. The voluntary dues payments will be listed on the spreadsheet.

Each faculty member desiring dues withholding shall submit his/her written request to the Executive Director of Human Resources by no later than November 1 of the school year. Any such written request shall result in dues withholding for that school year, and for subsequent school years, on a year to year basis, unless an intervening written request to discontinue dues withholding is submitted to the Executive Director of Human Resources. Such written request to discontinue dues withholding shall be effective as of the start of the next school year in accordance with the completed Payroll Dues Deduction Authorization (Appendix A). The Executive Director of Human Resources shall forward a copy of each written request to discontinue dues withholding to the Faculty Council Treasurer within ten (10) working days of receipt of same.

When a new faculty member is hired by the College and thereafter joins the Faculty Council, that faculty member may submit a written-dues withholding request to the Executive Director of Human Resources. This request shall be effective as of the next regular payroll date falling at least ten (10) working days following the date on which the request was received by the Executive Director of Human Resources. Within ten (10) working days of hire, the College will update the spreadsheet with a listing of all members of the Bargaining Unit.

The Faculty Council agrees to indemnify and hold the College and Board and any of their officers, agents or employees harmless against any and all claims, suits, orders or judgments, including the defense thereof, brought or issued against the College and/or Board or any of their officers, agents or employees, as a result of any action taken or not taken under the provisions of this Section.



**J. Reimbursement for Non-Waubensee Courses, Conferences and Seminars, and Other Approved Professional Development Experiences**

1. General Requirements

In order to receive consideration for approval, the course, conference, seminar, or other professional development experience must meet the following criteria:

- A. relate to the faculty member's teaching assignment, work assignment, professional discipline, or pedagogy; or
- B. be included in curriculum that leads to an advanced degree or area of certification; or
- C. directly improve student learning; or
- D. maintain or enhance the faculty member's skills, abilities, licensure or professional status in his/her professional discipline; or
- E. otherwise be approved by the responsible administrator.

Any faculty member interested in taking advantage of courses, conferences, seminars, or other professional development experiences detailed in this section must submit a request for approval prior to pursuing the activity. As part of the approval process, the faculty member will be required to provide a written rationale explaining the value of the experience for which approval is requested.

In addition to the criteria listed above, the responsible administrator will consider the following guidelines before rendering a decision on the request:

- 1. the relationship of the activity to the faculty member's teaching assignment, work assignment, professional discipline or pedagogy;
- 2. the rationale provided with the required application form;
- 3. the duration of the faculty member's absence;
- 4. the impact of the absence on students;
- 5. whether the activity is primarily a "professional" rather than a "personal" experience;
- 6. whether the activity is otherwise of value to the College;
- 7. whether the activity or its content is otherwise available through the College's internal training or coursework offerings.

If denial of a faculty member's application is anticipated, the responsible administrator will invite the faculty member to a personal meeting before rendering the final decision.

2. Professional Development Funds

Those faculty members who committed the use of their annual \$2,500 allocations for courses, conferences, seminars and other professional development experiences during the 2019-2020 academic year BUT were unable to attend due to the ongoing pandemic, will be allowed to carry-over the unused allocation to the 2020-2021 academic year.

3. Courses, Conferences, Seminars and Other Professional Development Experiences

Eligible expenses related to prior approved courses, conferences, seminars, and other professional development experiences shall be limited to the following maximum amounts per faculty member each fiscal year (July 1 to June 30): 2019-2020, \$2,500; 2020-2021, \$2,500.

4. Course Reimbursement and Columnar Advancement

Subject to the General Requirements noted in Section 1 and with the prior approval of the responsible administrator, faculty members will be reimbursed for courses beyond the Master's degree and other courses taken at recognized accredited institutions of higher learning. Courses with a final letter grade of "C" or better or with a designation that indicates satisfactory performance are eligible for reimbursement. Reimbursement includes tuition and fees, but excludes room, board, and travel.

With the prior approval of the responsible administrator, courses completed with an earned final letter grade of "C" or better, or with a designation that indicates satisfactory performance, are eligible for salary advancement. No more than two (2) courses or six (6) credit hours, whichever is greater, may be taken for reimbursement for salary advancement in any one semester during the academic year.

5. Conference, Seminar, and Other Professional Development Experience Fees

Subject to the General Requirements noted in Section 1 and with the prior approval of the responsible administrator, faculty members shall be reimbursed for transportation, lodging, and meals for attendance at professional conferences, seminars, and other professional development experiences. Registration fees and airfare are eligible for prepayment with prior approval of the responsible administrator.

6. Payment

The last day of the course, conference, seminar, or other professional development experience shall determine the respective fiscal year for payment. Reimbursement requests must be approved by the responsible administrator in advance of the first day of the activity. Reimbursement requests are due before June 30.

**K. Tuition Waiver for Waubonsee Community College Courses**

Faculty members and their eligible dependents are eligible for tuition waiver for credit courses taken at Waubonsee Community College subject to the terms and conditions of the college's Tuition Waiver Program (Program). The Program covers all full-time college employees.

The Program in existence on January 1, 2019 will not be changed for the full-time faculty during the term of this Agreement. The Program will go into effect for full-time faculty and their eligible dependents at the beginning of the registration period for the subsequent term after ratification of this Agreement.

**L. Section 125 Plan**

The Board will provide an IRS 125 Flexible Benefit Plan. The Section 125 plan will allow for pre-tax deductions by faculty members covered by this Agreement for the purpose of paying health insurance premium contributions and any unreimbursed medical, dental, hearing, vision, and dependent daycare expenses as per IRS limitations.

**ARTICLE VII**  
**CONDITIONS OF EMPLOYMENT FOR TEACHING FACULTY**

**A. Faculty Duties and Responsibilities**

The Duties and Responsibilities of Faculty are referenced in Appendix C.

**B. Attendance at Faculty Development Days**

Each member of the faculty will attend fall and spring semester Faculty Development Days, unless otherwise excused by the appropriate administrator.

**C. Class Size**

Both parties agree that when developing initial schedules, class size can be a significant variable in all types of instruction. Class size maximums shall be determined by the supervising Assistant Vice President or the Dean of an academic discipline after consultation with the faculty member(s) of the unit. If it is necessary to modify class size during registration, the Dean or Assistant Vice President will seek consultation with the affected faculty member. If the faculty member is not available on campus, a reasonable effort to contact the faculty member will be made prior to modifying class size during registrations. Class size is subject to large group loading formula.

**D. Teaching Load**

1. Teaching Load

The normal teaching load for a full-time faculty member shall be 15 semester hour equivalents per semester and a two-semester load of 30 semester hour equivalents. Payments for overload are specified under "Overload" in this agreement.

- a. Lab-Activity-Studio. Courses of a laboratory or activity nature shall be credited at a load ratio of 1.00 lecture hour to one (1) lab studio hour.
- b. Vocational lecture-lab courses shall be credited at a load ratio of 1.00 lecture hour to one (1) lecture hour.

2. Released Time for Research, Curriculum Development, Etc.

Released time for research, curriculum development, or other professional duties shall be assigned to a faculty member as part of his/her regular teaching load during the academic year only with the approval of the faculty member concerned and with the approval of the Dean, the responsible Assistant Vice President, and the Vice President of Educational Affairs. Each semester, the Faculty Council President will be notified via memo of the identity, released time assignment, and number of released time hours for each faculty member approved for released time during the current semester.

3. Extracurricular Activities

All faculty members are expected to assume responsibility for a reasonable amount of extracurricular duties. Examples of such responsibilities include serving as club advisors, attending student activities, and serving on College committees.

**E. Department Course Schedules**

Unit course schedules shall be determined by the Dean of the academic discipline after consultation with the faculty member(s) of the unit.

**F. Faculty Assignments**

1. Scheduling of individual course assignments shall be determined by the Dean in consultation with the faculty member subject to the limits established by the provisions of this Agreement.

A faculty member shall be assigned no more than three (3) preparations per semester as part of his/her regular program unless necessary to establish a full teaching load. A faculty member shall be notified of his/her tentative program at least thirty (30) days before the end of the preceding semester. Changes in a faculty member's program may be made if emergencies arise or to meet student interests and needs. Such changes shall also be in writing and dated and signed by the Dean or Vice President of Educational Affairs. In making the necessary changes due to these circumstances, the Dean or Vice President shall make every effort to consult with the affected member in the interest of arriving at the best solution for all concerned.

2. Each faculty member shall schedule a minimum of five (5) office hours for student conferences per week. Office hours may be scheduled in alternate locations such as the tutoring center, library, labs, etc. Among the five (5) required hours, at least one (1) hour shall be scheduled each teaching day of the faculty member. These office hours shall be scheduled immediately prior to or after the class period, unless otherwise approved by the Dean. The office hour schedule shall provide maximum convenience and access for students who wish to confer with a faculty member. Such schedules, including times and locations of office hours as approved by the Dean, shall be included in course syllabi and shall be posted throughout the term and carefully observed by each respective faculty member. Faculty members in consultation with the Dean may change posted schedules in emergencies or to meet student interests and needs.
3. Faculty members shall be present on campus for all duties and obligations, including classes, office hours, and meetings called by the Vice President of Educational Affairs or appropriate administrative officer. General faculty meetings may be called by the College President or appropriate Vice President. When applicable, dates for the budget and scheduling meetings shall be set by the Dean by the end of the second week of each semester, with input from the affected faculty. Additional division and/or department meetings will be scheduled with the availability of all parties in mind.

4. The faculty member's schedule for the week shall not be less than the total of twenty-five (25) hours for a regular program. Taking into account departmental scheduling parity, a full-time faculty member will be assigned to no more than two (2) campuses or extension sites per week without the written approval of the faculty member, unless an assignment to additional location(s) is necessary to fill out a teaching load or a faculty member voluntarily chooses assignment to three (3) campuses or extension sites.

#### **G. Determination of Teaching Assignments**

1. Faculty members hired prior to the Board's adoption on December 20, 1983, of the "Qualifications to Teach" shall not be adversely affected thereby in connection with the teaching positions held by those faculty members as of that date.
2. Scheduling of courses and assignment to regular academic programs, in the best interests of students, during the academic year shall be determined by the Dean working with the faculty members. Full-time faculty will be given preference for individual course assignments over part-time faculty, provided written requests made by a qualified faculty member for individual course assignments within the full-time faculty member's assigned discipline(s) to meet his/her standard teaching load are submitted no later than one week after the initial departmental scheduling meeting, and upon determination by the Dean working with the faculty member that the assignment is in the best interests of students. Every effort will be made to complete this work at an early date since it must be available for publishing of the new semester schedule.
3. Faculty members will have priority for overload teaching assignments for which they are qualified. Unless otherwise agreed to by the Dean and faculty member, overload assignments will be limited to one (1) course or no more than four (4) semester hours. Faculty members in order of tenured, non-tenured, and temporary will be given preference. If not requested at the initial departmental scheduling meeting, written requests for overload teaching assignments must be submitted to the Dean no later than one week after the initial departmental scheduling meeting.
4. When additional assignments are made available, such assignments will be discussed with qualified faculty members, if they are available.

#### **H. Load Rating for Large Group Instruction**

Teacher load weightings for classes assigned to the large group instruction classroom are as follows:

1. Repeat assignment for any one faculty member would have the same weighting as the first time through.
2. Based on the number of students shown at mid-term, the teacher load would be as follows:

Number of Students Range	Load Rating	Small Groups	3-hour Course: Cumulative Load	3-hour Course: No Small Groups
37-48	1.4	2	4.8	4.2
49-72	1.4	3	5.8	5.2
73-96	2.0	4	8.0	6.2
97-120	2.0	5	9.0	7.2
121-140	2.3	6	10.6	8.2

**I. Load Rating for Small Group Instruction**

Number of Groups	<u>1</u>	2	3	4	5	6
Teaching Faculty Member Load	1	2	3	4	5	6

Small Groups shall be no larger than 24 without written consent of the teaching faculty member.

The large group teaching faculty member and small group teaching faculty members not assigned to teach in the large group instruction area will be expected to attend and participate in one coordination per week.

Large group instruction classes will be assigned by the appropriate Dean who shall assess the assignment after consultation with the teaching faculty members involved. Teaching faculty member assignment to a large group instruction without small groups shall be on a voluntary basis.

**J. Syllabus**

Each faculty member will plan, prepare, and distribute a current course syllabus for each course section. The syllabus must meet the College standards and include course requirements, measurable learning outcomes, and grading and evaluation methods.

**K. Advisement Duties and End-of-Semester Activities**

1. Advisement Duties

Academic advisement is an inherent part of a faculty member’s responsibility. This responsibility is enhanced by direct communication between faculty member and student. Needs may vary with students. Each faculty member is expected to assume responsibility for beginning-and end-of-semester duties pursuant to the academic calendar. The appropriate Dean will be responsible for assignment of faculty.

2. End of Semester and Summer Term Activities

Duties of faculty members during the end-of-term period shall consist of final evaluations, grading and recording of grades, submission of grades to Records and Registration, and other responsibilities necessary to fulfilling teaching duties.

3. Attendance at Student Graduation

In accordance with the Board-approved Academic Calendar, each member of the faculty will attend no more than two (2) graduation ceremonies during an academic year, and either sit in a designated area or participate in the graduation ceremonies; however, a faculty member shall be excused from such attendance or participation in those instances when the faculty member has legitimate conflicts preventing his/her attendance.

**L. Formal Student Evaluations**

Formal student evaluations are designed to assist the faculty member in determining his/her effectiveness. The Board shall not evaluate a non-tenured faculty member pursuant to the Board policy "Evaluation of Non-Tenured Faculty;" dismiss a tenured faculty member for cause pursuant to the Board policy "Dismissal of Tenured Faculty Members for Cause;" dismiss a non-tenured faculty member during the term of his/her appointment pursuant to the Board policy "Dismissal for Cause of Non-Tenured Faculty Member during term of Appointment;" or discipline a faculty member pursuant to the Board policy "Faculty Behavioral Guidelines," on the basis of a formal Student Evaluation. However, the Board and/or appropriate administrators shall be free to investigate any matter revealed in a student evaluation that they believe warrants further consideration and shall be free to take appropriate action under the foregoing Board policies as warranted by the facts. The formal Student Evaluations will be reviewed by the proper administrator then returned to the faculty member.

**M. Academic Rank**

1. Faculty shall be classified as Instructor, Assistant Professor, Associate Professor or Professor according to years of service at Waubensee Community College and level of education. Categories of academic ranking shall be as follows:

a. Instructor

All non-tenured faculty members.

b. Assistant Professor

Faculty members will achieve the rank of Assistant Professor upon being awarded tenure. Rank will become effective the fall or spring semester following the tenure approval by the Board of Trustees.

c. Associate Professor

To be eligible for the rank of Associate Professor, the faculty member must be tenured, have completed seven (7) years of continuous full-time teaching/counseling/librarian experience at Waubensee Community College, and currently placed in a salary column of MS+20 or beyond. Rank will become effective the fall semester following the completion of the seventh year of continuous service provided the faculty member has submitted the appropriate academic rank promotion form to the Executive Director of Human Resources by June 1.



d. Professor

To be eligible for the rank of Professor, the faculty member must be tenured, have completed fifteen (15) years of continuous full-time teaching/counseling/librarian experience at Waubensee Community College, and currently placed in a salary column of MS+40 or beyond. Rank will become effective the fall semester following the completion of the fifteenth year of continuous service provided the faculty member has submitted the appropriate academic rank promotion form to the Executive Director of Human Resources by June 1.

e. Professor Emeritus

Upon retirement or death with the rank of Professor, the Professor will obtain the rank of Professor Emeritus.

2. Faculty who were awarded academic rank prior to fall 2008 will be grandfathered under the previous eligibility provisions.

**ARTICLE VIII**  
**CONDITIONS OF EMPLOYMENT FOR COUNSELING AND LIBRARY FACULTY**

The master Agreement applies equally to all members of the bargaining unit except for those provisions that expressly state otherwise, such as the conditions noted below that apply to the counseling and librarian faculty.

**A. Counselors' and Librarians' Work Schedule – Nine Months**

1. Counselors and librarians hired prior to July 1, 2016 shall have the option to convert to twelve-month faculty. This option will be offered annually for the length of this current bargaining agreement. The annual deadline date to opt in is April 1 for an effective date of July 1 to coincide with the fiscal year. Counselors and librarians who do not opt in will be grandfathered under the provisions of the supplementary work days in Article VIII.A.

2. Standard Academic Year

Counselors and librarians opting to remain as nine-month faculty shall be employed on the standard academic year as defined in Article IX.A.

3. Weekly Work Schedule for the Standard Academic Year

Counselors and librarians shall work forty hours per week, Monday through Friday, to include at least one evening per week. In addition, up to two weekend days per standard academic year may be assigned within the forty-hour work week on an as needed basis.

4. Supplementary Work Days

Supplementary work days are defined as any days worked outside the standard academic year. Full-time counselors and librarians, in the order of tenured, non-tenured, and temporary, shall be given preference over part-time counselors and part-time librarians. Counselors and librarians will work a minimum of 32 supplementary work days, including at least one evening per week in a five day work week, and may be assigned to work up to 50 supplementary work days. Additional supplementary days beyond 50 may be mutually agreed upon. Counselors and librarians shall request supplementary work days in writing by April 1. The appropriate administrator will notify counselors and librarians of their supplemental work days in writing by May 1. If denial of a counselor or librarian's supplementary work days schedule is anticipated, the appropriate administrator will invite the counselor/librarian to a personal meeting before rendering the final decision. If denial occurs, it will be reviewed by the next level administrative supervisor upon request of the counselor or librarian.

5. Supplementary Work Days Salary

Each counselor and librarian will be compensated for supplementary work days on a prorated daily rate based on his/her placement on the faculty salary schedule for the days worked outside the standard academic year.

When mutually agreeable, a counselor or librarian may be assigned days outside the standard academic year without supplementary pay in exchange for days off within the standard academic year.

**B. Counselors' and Librarians' Work Schedule – Twelve Months**

1. Counselors and librarians hired on or after July 1, 2016 will be hired as twelve-month faculty.

2. Fiscal Year

Twelve-month faculty shall be employed on the College's fiscal year.

3. Weekly Work Schedule

Counselors and librarians shall work forty hours per week, Monday through Friday, to include at least one evening per week. In addition, up to two weekend days per fiscal year may be assigned within the forty-hour work week on an as needed basis.

4. Twelve-Month Salary

Twelve-month salary will be paid on a semi-monthly basis following the college's pay date schedule. Counselors and librarians will be placed on the salary schedule of the upcoming academic year with an associated column and step. The nine-month base salary from the salary schedule will be converted to a twelve-month salary using the following calculation:

$$(9 \text{ month base salary} \div 9 \text{ months}) \times 12 \text{ months} = 12 \text{ month annual salary}$$

5. Vacation/Holidays

- a. Counselors and librarians shall earn vacation at the rates indicated in the chart below for each month that the counselor/librarian is paid for a minimum of 10 work days, including College holidays and other paid time off, during the month in question. No vacation is earned if the 10 day minimum is not met. Vacation may be taken after it has been earned and must be requested in advance using the appropriate leave request form or electronic leave request process in the administrative software system. Two weeks' notice is expected; exceptions will be considered. Vacation requests denied will be reviewed by the next administrative level supervisor upon request of the counselor/librarian. Vacation shall be taken in increments of one hour.
- b. The first year a counselor or librarian opts in to twelve months, he/she shall be credited with the full year of vacation accrual at the beginning of the fiscal year pursuant to his/her years of full-time employment as indicated in the chart below. No further vacation will be accrued until the thirteenth month. Thereafter, vacation will be earned on a monthly basis as described in VIII.B.5.a.

<b>Years of Employment</b>	<b>Hours Earned Per Month</b>	<b>Hours Per Year</b>
0 to 2	10	120
3 to 4	10.64	127.68
5	11.33	135.96
6	12.00	144
7	12.66	151.92
8	13.34	160.08
9	14.00	168
10 to 14	14.66	175.92
15 to 19	16	192
20th year and thereafter	17.36	208.32

- c. Vacation is given for the purpose of rest and personal time away from work. Vacation is intended to be taken, not accumulated. Therefore, counselors and librarians will not be allowed to accumulate more than 448 hours of vacation as accrued on a monthly basis.
- d. Counselors and librarians are entitled to certain paid holidays established each fiscal year by the college. The Office of Human Resources will distribute a list of the paid holidays for the fiscal year upon approval by the Board of Trustees. In the event a holiday falls on an employee's regularly scheduled day off, no additional day off will be granted.
- e. For a counselor or librarian who is scheduled to work outside the traditional schedule of 8 a.m. to 4:30 p.m., the appropriate administrator may adjust the work schedule the day before a holiday break period to coincide with the College shutdown at 4:30 p.m.
- f. Counselors and librarians will receive a floating holiday that may be used on any recognized holiday with prior supervisory approval. This floating holiday will be administered similar to personal days and not carry over into the next fiscal year if it is not used by June 30. The academic calendar and/or other institutional events take precedence over floating holidays and approval of a floating holiday request is subject to supervisory approval.

**ARTICLE IX**  
**ACADEMIC YEAR AND CALENDAR**

**A. Semester System**

The “standard academic year” shall consist of 36 weeks divided into two eighteen (18) week semesters. Each semester shall consist of no more than sixteen (16) weeks of scheduled classes that fall within the weeks of instruction.

**B. Summer Term**

The Board may schedule an eight-week summer session. The Board will notify the faculty by February 1 if a summer session will be held.

**C. Interim**

The Board may schedule an interim session.

**D. Academic Calendar**

The Vice President of Educational Affairs, with the Assistant Vice President of Education and Workforce Development, a representative of the Faculty Council, a representative from Records and Registration, and faculty members will recommend an academic calendar to the College President who shall be responsible for the final review and submission to the Board for approval. If the College President makes revisions in the proposed calendar, he/she will notify the Academic Calendar Committee of those changes.

Full-time faculty members who have assignments off campus will follow the academic calendar.

## **ARTICLE X**

### **TENURED FACULTY EVALUATION**

#### **Tenured Faculty Evaluation**

The Post-Tenure Reflection Process provides a faculty-driven, institutionally-supported, critical reflection framework for faculty to assess their teaching and understand their impact on student learning. By engaging in the process of reflection, faculty increase their self-awareness, learn from the past to inform the future, and set professional growth and development goals related to teaching excellence and student success.

The College shall not use the Post-Tenure Reflection Process to discipline a faculty member.

Faculty members will not be evaluated on the results of course and/or program and/or college learning outcomes assessment.

#### **A. Post-Tenure Reflection Process**

##### **1. Post-Tenure Reflection Process Schedule**

Beginning with the 2020-2021 academic year, annually, approximately 20% of the tenured faculty shall be designated to participate in the Post-Tenure Reflection Process. Each Reflecting Faculty cohort shall represent varied disciplines to foster discussion from diverse perspectives about the process and outcomes.

During the 2020-2021 academic year, the Professional Reflection Committee members, and select Senators of the Faculty Council, shall be the first Reflecting Faculty cohort to participate in the Post-Tenure Reflection Process.

Each tenured faculty member will complete the Post-Tenure Reflection Process once every five years. Newly tenured faculty will begin their participation in the Post-Tenure Reflection Process after being awarded tenure and will have five years, from the date they are awarded tenure, to complete the Post-Tenure Reflection Process.

##### **2. Post-Tenure Reflection Team**

A Post-Tenure Reflection Team shall be convened and shall be comprised of seven faculty members, appointed by the Faculty Council President, and three administrators, appointed by the Vice President of Educational Affairs. The Post-Tenure Reflection Team shall be responsible for overseeing the Post-Tenure Reflection Process.

- a. The Post-Tenure Reflection Team will convene annually, by the end of spring semester, to comprehensively assess the effectiveness of the Post-Tenure Reflection Process, and document recommendations for improvement.

- b. The Post-Tenure Reflection Team shall work in collaboration with the Office of Faculty Development and Engagement to select and administer appropriate training for the Professional Reflection Committee members.
- c. The Post-Tenure Reflection Process shall only be modified by unanimous vote of the Post-Tenure Reflection Team.

### **3. Professional Reflection Committee**

- a. A Professional Reflection Committee shall be created and shall be comprised of the seven faculty members of the Post-Tenure Reflection Team.
- b. The Professional Reflection Committee members shall receive training to enable them to support and guide the Reflecting Faculty cohorts.
- c. The Professional Reflection Committee members shall lead the Reflecting Faculty through the Post-Tenure Reflection Process each year.
- d. The Professional Reflection Committee, with support from the Office of Faculty Development and Engagement, shall coordinate and schedule the Post-Tenure Reflection Process.
- e. The Professional Reflection Committee shall work with the Office of Faculty Development and Engagement each year to identify participants for the upcoming Reflecting Faculty cohort.
- f. The Professional Reflection Committee and College Faculty, with support from the Office of Faculty Development and Engagement, shall curate a collection of appropriate tools and resources to support the Post-Tenure Reflection Process.
- g. The Professional Reflection Committee will annually review and analyze the Professional Reflection Completion Reports to make relevant and timely faculty development programming recommendations to the Office of Faculty Development and Engagement.

### **4. Professional Reflection Completion Report Procedures**

- a. Each Reflecting Faculty member will complete a Professional Reflection Completion Report.
- b. The Reflecting Faculty member and the Office of Faculty Development and Engagement designee shall sign the completed Professional Reflection Completion Report, and each will retain a copy for their records.
- c. The Office of Faculty Development and Engagement shall maintain the Post-Tenure Reflection Process records. The Professional Reflection Committee members shall have access to the filed Professional Reflection

## Completion Reports.

In order to allow all tenured faculty to experience the Post-Tenure Reflection Process, the Board and Council agree that no substantive changes will be made to the Post-Tenure Reflection Process for a period of five (5) years from initial implementation. In the event that the Administration and Professional Reflection Committee agree that changes are required during the initial 5-year implementation period, any such changes will be agreed upon in writing and published to the faculty.



## **ARTICLE XI**

### **APPOINTMENT, RETENTION AND DISMISSAL OF FACULTY**

#### **A. Tenure**

Tenure shall be granted to faculty members in accordance with the Illinois Community College Act, Illinois Compiled Statutes, Chapter 110, Section 805/3B, etc., and Appendix B of this Agreement, which includes tenure, evaluation of non-tenured faculty, dismissal of tenured faculty members for cause, and reduction in number of full-time faculty members. Where remedies are provided under said statute, they shall be the exclusive means of resolving complaints or questions concerning tenure, including but not limited to appointment, dismissal, and retrenchment of tenured faculty. Such matters shall not be the subject of a grievance, except where the statute does not provide for such remedies.

#### **B. Faculty Personnel Records**

All faculty personnel records shall be maintained under the following circumstances:

1. All personnel records relating to any employee covered by this Agreement shall be kept in his/her official personnel file, which shall be located in the Office of Human Resources, and no other personnel file or record shall be established or maintained.
2. All personnel records shall be in writing. No material derogatory to a faculty member's conduct, service, character, or personality shall be placed in the personnel file of any faculty member unless that faculty member has had an opportunity to read such material. The faculty member shall acknowledge that he/she has read such materials by affixing his/her signature to the actual copy to be filed, but it shall be understood that such signature merely signifies that he/she has read the materials in question. The signature does not indicate agreement with its content.
3. The faculty member shall have the right to answer in writing any material filed in his/her personnel file and his/her answer shall be attached to the file copy.
4. At his/her written request, the faculty member shall be furnished, without cost, a copy of any material in his/her file with the exception of placement papers.

## **C. Human Resource Reallocation**

### **1. Notification**

The Board of Trustees, upon recommendation of the College President, will issue the advanced notice of a planned, non-cause reduction in the number of full-time faculty members or discontinuance of some particular type of teaching program or service by March 1 of the year prior to the actual year of the planned, non-cause reduction in accordance with Illinois Revised Statute Chapter 110 Sec 805/3B-5. The decision to decrease the number of faculty members employed or to discontinue some particular type of teaching program or service is a matter of inherent managerial policy.

Management retains the right to determine whether a faculty member(s) will be transferred or retrained. The standard of review of management's determination in human resource reallocation for purposes of the Grievance Procedure (Article XIII) is that management should not have acted arbitrarily, or capriciously, or in any manner prohibited by law. If a retraining issue is grieved and if the Faculty Council or the Board has referred in timely fashion a grievance to arbitration, either party may submit the grievance to mediation in lieu of arbitration. If no settlement is reached in mediation, either party is free to arbitrate the grievance provided it advises the other party in writing within 10 calendar days following the mediation conference.

The number of faculty member(s), teaching service, or program to be eliminated generally will be identified through the program review process that examines items such as enrollment, revenue, cost, and labor market needs. This information will be shared with affected faculty as soon as the data are collected and put in report form. Management will notify faculty by March 1 in written form which teaching program or service is available for which retrenched faculty may transfer or retrain to become qualified to remain a full-time faculty member. The faculty member must respond in writing by March 30 following notification of the intent to retrain including a retraining plan of academic activities with a projected date of completion that is subject to the approval of the Vice President of Educational Affairs. By the approved completion date the faculty member must have agreed to satisfy the "Qualifications to Teach" in the new discipline as specified in the collective bargaining agreement. The faculty member will be notified of the approved retraining plan by April 30.

Once notification has been received, the tenured faculty member may participate in retraining or course reimbursement.

### **2. Retraining**

Retraining as defined by management may include coursework within a master's degree program in the appropriate discipline and/or appropriate

occupational training such as seminars, workshops, or classes that prepare a faculty member to become qualified to teach in a new discipline. Such qualifications are defined in the “Qualifications to Teach” document that is part of the collective bargaining agreement.

a. Baccalaureate Faculty

For baccalaureate faculty, the College will pay all academic fees, tuition, and actual mileage to a public, commuter, graduate school for coursework in a master’s program to include 24 graduate hours of credit. The faculty member will begin coursework the summer prior to the year of the actual planned reduction and 24 hours of coursework must be completed by the end of the following summer (summer session, fall semester, spring semester, summer session).

i) Scheduling of Teaching Load

During the semesters the faculty member is enrolled in retraining, every effort will be made to adapt the faculty member’s teaching load to the graduate school schedule. During this period the teaching load may be unevenly distributed over two semesters (18 hours/12 hours). Overload payments, if appropriate, will be made in the spring semester.

ii) Teaching Assignments

Once 18 graduate hours in the new discipline have been attained, the faculty member may be assigned to teach introductory courses in the new disciplines at the College.

b. Occupational Faculty

For occupational faculty, the College will pay all academic fees, tuition, and actual mileage/travel costs to and from the site of the retraining. The faculty member will begin coursework the summer prior to the year of the actual planned reduction and must be completed by the end of the following summer (summer session, fall semester, spring semester, summer session).

i) Scheduling of Teaching Load

During the semesters the occupational faculty member is enrolled in short-term retraining, teaching substitutes will be employed to cover the classes that will be missed. During this time period, the teaching load may be unevenly distributed over two semesters (18 hours/12 hours). Overload payments, if appropriate, will be made in the spring semester.

ii) Teaching Assignment

Once management has determined that basic knowledge in the new disciplines has been acquired, the occupational faculty member may be assigned to teach courses in the new discipline at the College.

3. Conditions of Retraining

If the faculty member does not complete the retraining plan and does not become qualified to teach in the new discipline, that faculty member will be terminated as previously planned. Should the faculty member leave prior to the length of the retraining period, the faculty member will reimburse the cost of retraining to the College on a pro rata basis.

In the event of an additional reduction in the number of full-time positions, a faculty member transferred or retrained in a new discipline shall not have bumping rights over existing tenured full-time faculty within that discipline.

4. Evaluation

The purpose of this evaluation is to improve the learning process, to apprise faculty member(s) of strengths, weaknesses, progress and overall status, and ability to teach in the new discipline. The criteria for evaluation will include, but not be limited to, classroom observations, review of teaching materials, self-evaluations, student evaluations, work habits, observance of College policies, and extracurricular contributions to the College.

The Vice President of Educational Affairs or his/her designee, shall have the responsibility for evaluating each retrained faculty member at least once during each semester for a three-year period that he/she is employed as a full-time faculty member. Following each written evaluation, the person making the evaluation will hold an individual conference with the retrained faculty member to discuss the results of the evaluation.

5. Use of Course Reimbursement

A faculty member notified of an option to retrain who does not elect to take that option may use course reimbursement as defined in Article VI, Section J.3. of this Agreement for coursework unrelated to the faculty member's assignment at the College but approved by the Vice President of Educational Affairs. Course reimbursement for the above stated amount under the above stated conditions is available to the affected faculty member where no service or program has been identified for retraining.

## **ARTICLE XII**

### **LEAVES**

#### **A. Leaves of Absence with Pay**

##### **1. Sabbatical Leaves**

###### **a. Purpose:**

Sabbatical leaves may be granted for improving the quality of teaching and learning by allowing faculty the opportunity to further develop academic and professional skills. The faculty member shall be granted leave to improve the quality of service to the College by:

- i. Informal or formal study in major or cognate field at an accredited institution engaging in projects or activities which will result in development of tangible material or processes to improve the faculty member's teaching assignment.
- ii. Professional research or inquiry at an accredited institution which will advance the faculty member's knowledge of his/her field and/or improve his/her professional skills.
- iii. Other purposes which are beneficial to the College and its students and which are in the best interests of the College as determined by the Board upon recommendation of the Sabbatical Leave Committee and the College President.

###### **b. Eligibility and qualifications:**

A sabbatical leave may be granted at the completion of six or more academic years of full-time continuous service. A faculty member will be eligible to apply for a sabbatical in his/her sixth year of full-time continuous service for a sabbatical to be taken in the seventh year. A sabbatical leave granted under this Section shall be a bar to any further sabbatical leave here until after the completion of at least six academic years of additional full-time continuous service.

###### **c. Remuneration:**

- i. A faculty member on sabbatical leave shall receive one-half his/her full base salary for an academic year leave or full pay for one-half year sabbatical leave.
- ii. When a sabbatical leave is granted, the absence shall not be construed as a break in service for any purpose and the faculty member would advance one, and not more than one, vertical step on the compensation schedule if the sabbatical leave is for a full year.
- iii. A faculty member, while on this leave, will retain the following benefits: medical/dental insurance; term insurance; long-term disability insurance; participation in the State Universities Retirement

System (SURs). Paid leave benefits continue to accrue during the period of the sabbatical.

- iv. Faculty on sabbatical leave may not receive other remuneration for services rendered during the period of the leave except scholarships or similar awards incidental to the approved plan of study or other income specified and approved in the application for the leave. If, during the period of sabbatical leave, the faculty member earns taxable remuneration for contracted work, the salary paid by the College shall be reduced accordingly. Upon the expiration of leave granted pursuant to the Section, the faculty member shall be returned to his/her teaching position or its equivalent. If he/she refuses to accept this position, the salary paid to him/her plus the value of the fringe benefits shall be repaid to the Board within a reasonable period of time. This period of time and the method of repayment shall be agreed to in writing prior to the start of repayment.

**d. Awarding of Leave:**

- i. The Sabbatical Leave Committee (SLC), composed of two Transfer faculty and two Career and Technical Education faculty, one non-teaching faculty (Counselor/Librarian), the Vice President of Educational Affairs, and two administrators will be convened to develop the application process and evaluation rubric and maintain and manage these documents over time. The faculty members of the SLC shall be appointed by the Faculty Council President.
- ii. Details regarding the application process may be found on the mywcc portal.
- iii. The SLC shall review and evaluate each application according to the published Rubric. The SLC will make recommendations to the College President, who shall make his/her recommendations to the Board. Recommendations will be based upon the perceived future benefit to be derived by the College and its students from the knowledge and skills gained during the leave. Final approval of the faculty member's leave and plan of study will be made by the Board upon recommendation of the College President.
- iv. The number of sabbatical leaves granted to faculty will not exceed four semesters per academic year and not more than one from each department.

**e. Deadlines:**

The deadline date for sabbatical leave applications will be December 1 of the fall semester preceding the academic year in which the leave is to occur. The faculty member will be notified of the Board's decision no later than the following March 31.

**f. Reporting:**

Upon completion of sabbatical leave, the faculty member will present a comprehensive written report to the College President and the Board. The report should include, but is not limited to, a summary of the program of study or project, an evaluation of the experience, and how the results of the leave will be used to improve instruction.

**2. Sick Leave**

- a. A full-time faculty member shall earn 15 days of sick leave per year. In his/her first year, a faculty member shall be credited with 15 sick leave days, or the correct pro rata amount, at the time he/she begins teaching. Thereafter, a faculty member shall be credited with sick leave prorated on service per month during the academic year, with unlimited accumulation, provided the faculty member is paid for a minimum of two weeks of work, including holiday pay and other paid time off, during the month in question.

In accordance with state of Illinois sick leave law, sick leave shall be interpreted to mean absences due to illness, injury or medical appointment of the faculty member's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or step-parent. Sick leave taken for the faculty member or faculty member's family may require verification by his/her attending physician.

Sick leave may be used during any period in which the faculty member is on employed status. Deductions from a faculty member's bank of accumulated sick leave shall be made only after absences on days during which a faculty member is actually absent from classes or other assigned duties, except for an absence for an entire week, in which case the deduction shall be for an entire week.

A faculty member who terminates his/her employment with the College, having taken a greater number of sick leave days than actually earned at the rate specified above, shall reimburse the College for unearned sick leave days taken. The College shall have the right to deduct such amount from any sums still due and owing to such faculty member.

- b. When a faculty member notifies the College President or his/her designee that he/she is ready to return to work following a long-term sick leave, said notification must be made at least three (3) working days prior to the end of such leave, the designated administrator shall inform the faculty member of his/her assignment for the remainder of the semester. In the event that such assignment is not held by the faculty member prior to the start of such sick leave and the faculty member objects, the faculty member and responsible administrator shall discuss the nature of the alternative professional assignment. The faculty member may invite his/her coordinator or a faculty member from a related academic area to participate in this process. The responsible administrator may request a physician's written release as part of this process. Following consultation with the faculty member, assignment shall be made within two (2)

working days by the designated administrator. If the responsible administrator's assignment is not acceptable to the faculty member, the faculty member shall have the opportunity to appeal this decision in writing to the appropriate Vice President within one (1) working day. No more than four (4) working days shall elapse from the date of initial consultation to the Vice President's decision. If the Vice President's decision is not acceptable, the faculty member shall have the opportunity to appeal in writing to the College President who shall render his/her decision within no more than three (3) working days from receipt of the appeal, which decision shall not be appealable to the Board.

Nothing contained herein shall limit the faculty member from grieving over any procedures and definitions contained in this Section except the right of the administration to assign such faculty member work, which is not grievable.

**c. Accumulation of Sick Leave**

A tenured faculty member who has exhausted accumulated sick leave may be advanced up to 15 days additional sick leave, provided that the faculty member is not receiving sick leave from the Sick Leave Assistance Bank and provided that any faculty member who leaves the employment of the Board while owing for sick leave advanced in the past shall repay the Board for such sick leave, and if this obligation is not repaid, the amount of the obligation may be deducted from any funds due him/her.

**d. Payment for Unused Sick Leave Upon Retirement**

Any faculty member who retires after completing at least fifteen (15) years of full-time, continuous service to the College will be paid for accrued, unused sick days that are not used for service credit with the State Universities Retirement System (SURS). Such payment will be based upon the faculty member's per diem rate of pay at the time of retirement. The amount of such payment will be limited to 25% of the accrued, unused sick days not used for SURS service credit, but not to exceed a maximum of 31.25 sick days.

**e. Covered Classes**

There shall be no charge against a teaching faculty member's sick leave bank if another teaching faculty member volunteers to cover his/her class without being paid for the class, if the sick faculty member has exhausted his/her available sick leave. If a faculty member's class is proctored by another full-time faculty member at no cost to the College, there will be no deduction from the sick faculty member's sick leave bank.

**3. Leaves for Personal Business**

Each faculty member shall be granted two (2) days per year personal leave when approved by the Vice President of Educational Affairs or his/her designee when appropriate, in accordance with the following guidelines:



Personal leave days may be granted for personal reasons, legitimate business, professional, religious, or family obligations that the faculty member cannot meet outside the regular school day. Granting of personal leave is not cumulative and is not to be granted for the purpose of seeking employment elsewhere.

Each request, except for family emergencies, will be considered on its merits during the following times when faculty should be present at the college: Faculty Development Days, the first and last week of a semester, the day before or after holidays, and the day before or after spring break.

**4. Leave of Absence to Attend Professional Meetings, to Receive University Degrees, or Other Professional Purposes**

The College President or his/her designee shall have the authority to approve short leaves (less than one semester) of absence with pay to permit faculty members to attend professional meetings, receive a higher degree from a college or university, or for other professional purposes that the College President or his/her designee feels would contribute to the professional growth and development of the faculty member and contribute to the welfare of the College.

**5. Special Leaves of Absence with Pay**

**a. Funeral Leave**

A faculty member shall be granted a leave of absence with pay, not to exceed five (5) days, to permit a faculty member to attend and/or participate in the funeral/memorial of a deceased parent, step-parent, spouse, child, step-child, grandchild, step-grandchild, grandparents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse's grandparents, son-in-law, daughter-in-law, or step sibling. The memorial service must be held within one year of the death in order for the faculty member to be granted a leave of absence with pay.

In addition, a faculty member shall be granted a leave of absence with pay, not to exceed one (1) day per academic year, to permit a faculty member to participate in the funeral/memorial for any deceased individual not covered by this provision.

Leave taken by a faculty member pursuant to this section shall be deducted from the faculty member's accumulated sick leave. However, the faculty member may elect to use one or two personal leave days rather than have deductions made from sick leave.

**b. Jury Duty or Court Attendance**

Faculty members who are summoned to court to perform jury duty or who are subpoenaed to attend court or board hearings to testify in matters in which they have no personal or pecuniary interest

shall suffer no loss of salary thereby, but they shall be required to remit to the Board any sum of money they receive in compensation for such duty or attendance.

## **6. Sick Leave Assistance Bank**

The purpose of the Sick Leave Assistance Bank (SLAB) is to provide additional sick leave days to a full-time faculty member to alleviate the hardship caused if a catastrophic illness or injury forces the full-time faculty member to exhaust all accrued sick leave. The sick leave assistance bank is not intended for single day circumstances.

The bank shall be administered by a committee comprised of three (3) Faculty Council members appointed by the Faculty Council and one representative from the Office of Human Resources. Faculty Council members participating on the committee will be required to sign a confidentiality agreement protecting the disclosure of confidential information included in the withdrawal petitions.

The committee shall annually provide a report to the Faculty Council with information specific to the SLAB including: participants; number of days in account; number of applications; and number of draws, including number of days used with each draw.

### **Eligibility and Limitations:**

Participation in the SLAB shall be voluntary. Sick Leave Assistance Bank days may be used only for an extended (20 or more consecutive work days) illness or injury of the full-time faculty member.

To participate in the SLAB, a full-time faculty member must (a) be employed in a position included in the bargaining unit; (b) be eligible for sick leave benefits; (c) have contributed two (2) sick days as a first-year donation and one (1) day each subsequent year for an additional four (4) years in accordance with the donation guidelines included in this Article. The donations will automatically be collected from current members on October 1 or as soon as practicable of each year and upon application from new members.

Any full-time faculty member electing to participate in the SLAB must sign the appropriate form indicating their intent to participate. No transfer of funds will occur, but the contributing full-time faculty member's leave balance will be reduced by the days contributed to the SLAB. Only full sick days (8 hours) may be contributed.

Full-time faculty members electing to cease participation in the SLAB will need to opt out of the program by completing the appropriate form and submitting the signed form to the Office of Human Resources prior to September 1.

Once the sick days are donated to the bank, they cannot be returned to the donating full-time faculty member.

Failure to donate one day each year following the initial five-year donation period in accordance with the donation guidelines included in this Article will result in the full-time faculty member having to re-enroll in the bank with the initial two (2) day donation requirement. Re-enrollment can only occur during the open enrollment period of August 15 to August 31.

Eligibility in the SLAB will discontinue upon separation from employment, death of the full-time faculty member, or failure to donate the required donation, in accordance with the donation guidelines included in this Article.

The target maximum balance of the SLAB is 700 days at the start of the academic year. The 700 sick day target limit may be exceeded if the initial academic year donation from all participating faculty members is included. If the total exceeds 700 days prior to the annual donation period, then no additional days will be contributed, with the exception of contributions by new members within their first five (5) years. The committee reserves the right to determine each year whether donations are necessary or not.

#### Eligibility to Receive SLAB

To be eligible to receive leave from the SLAB full-time faculty members must be considered current in their donations to the SLAB, pursuant to the eligibility list maintained by the committee. The full-time faculty member petitioning for SLAB benefits may not currently be receiving workers' compensation benefits or any other long-term income replacement and/or disability benefits provided by the college, or currently be utilizing or in the repayment of the advancement of 15 days of additional sick leave as referenced in Article XII, Section 2.c.

SLAB leave will be available concurrently with the provisions of the Family Medical Leave Act (FMLA), if applicable. Any sick leave granted from the SLAB that extends the full-time faculty member's paid time beyond the provisions of FMLA must first be approved as leave by the Board of Trustees of the College. If Board approval is not provided, SLAB days cannot be awarded.

#### Procedures

Petition to receive sick leave assistance days from the SLAB must be made in writing by completing the appropriate form. The fully completed form must be submitted to the Office of Human Resources by the full-time faculty member or proxy either prior to, but no more than 10 days after, exhausting all accumulated sick leave. The SLAB petition must include:

1. Documentation that the full-time faculty member has exhausted or will exhaust all of their accumulated sick leave and an estimate of the number of sick leave assistance days that are needed.
2. A statement by the primary attending physician that includes the beginning date of the condition, a description of the illness or injury and a prognosis for recovery and an estimated return to work date. No request will be approved without a complete

medical statement. The designated Sick Leave Committee may request continued or additional supporting medical documentation.

3. A signed HIPAA waiver permitting the disclosure of his/her confidential medical information.
4. Information relating to the pending SURS disability claim.
5. If necessary, the extended leave request either pending before the Board or approved by the Board.

The committee will review the petition and render a decision within seven (7) working days of receipt of the petition. The committee reserves the right to request additional information about the nature of the illness or injury and may audit sick leave usage for evidence of abuse or misuse. The recommendation of the committee shall be final and is not grievable.

The amount of sick leave assistance granted, if any, will be provided to the Office of Human Resources by the committee in writing. Sick leave days will be transferred to the recipient from the bank on a ratio of one-to-one, regardless of the hourly rate of pay or average working hours of the contributors to the bank. Unused SLAB days will be returned to the bank.

#### Administration of the Bank

No participant shall be awarded more sick leave assistance than would be necessary to bridge the waiting period for SURS disability benefits. The amount of the sick leave assistance days awarded shall not exceed one-third (1/3) of the balance of the bank or thirty (30) sick leave assistance days, whichever is less.

At no time shall the sick leave assistance bank run in a deficit position.

Full-time faculty members applying to the bank shall absolve and hold harmless, in all respects, the Board of Trustees, the College, the Faculty Council and the Sick Leave Committee regarding the establishment and implementation of the Sick Leave Assistance Bank. The decisions of the College, the Faculty Council, the Board of Trustees, and/or the committee are not grievable.

## **B. Leaves of Absence Without Pay**

### **1. Professional Leaves of Absence**

- a. The College President may grant a faculty member upon his/her request up to one year's leave of absence without pay, and up to an additional year's leave upon request, for advanced study, research or writing, exchange teaching, travel, or any other professional experience that is related to his/her field of teaching or employment that will improve his/her professional competence.
- b. Applications for professional leaves shall be filed with the College President not later than June 1 or November 1, preceding the semester that the leave shall become effective. Requests for extensions of professional leaves of absence must be made in writing

at least sixty (60) days before the end of the academic term during which the leave is taken. If the request for extension is denied, the faculty member shall communicate in writing within thirty (30) days of the denial if they shall return. The answer from the faculty member is binding. Failure to return to employment upon termination of leave shall constitute termination of employment.

- c. Benefits of rights accumulated by a faculty member prior to the effective date of the leave of absence shall be carried forward and credited to the faculty member upon his/her return. When a faculty member returns from leave, under this Section, he/she shall remain on the same salary step.
- d. No more than three percent (3%) of the faculty members of the College may be granted professional leaves in any academic year and not more than one faculty member from a unit may be on leave at one time.
- e. All benefits available to faculty members may be continued by the faculty member at his/her expense during his/her leave.
- f. A faculty member returning from a professional leave shall have the right to return to the unit from which he/she left and to the position he/she formerly occupied if possible. While a full-time faculty member is taking a professional leave of absence, the Board will fill the vacancy, provided a qualified replacement(s) is available to teach the course(s) normally offered and taught by the person on leave.

## **2. Parental Leave**

- a. Upon application, a faculty member shall be granted a parental leave of absence, without pay, for a period not to exceed one year to rear a child under the age of one year who is the employee's child by birth, adoption, or for whom legal guardianship has been assumed. Parental leave granted to a non-tenured faculty member shall not extend beyond the termination date of his/her current appointment.

Application for parental leave shall be made at least three (3) months prior to the expected birth date of the child, and in any event prior to the beginning of the semester in which the expected birth date falls. Where three (3) months prior notice is not possible, this requirement may be waived by the Board of Trustees.

A faculty member who is pregnant may continue to work, with the approval of her physician, for as long as she is able to perform her duties adequately and safely. At her option, a pregnant faculty member may elect to use her available sick leave while on employed status for a period beginning two (2) months before the expected birth date in connection with incapacity due to pregnancy, and up to six weeks (6) following birth in connection with incapacity due to the birthing process. Regardless of whether a break in employed status due to pregnancy is to occur pursuant to the parental leave or

sick leave provisions of this Agreement, the precise date on which the break begins should be agreed to by the faculty member and his/her Dean, taking into account maintenance of continuity of instruction and the health of the faculty member.

The faculty member may withdraw his/her application for parental leave forty-five (45) days prior to the beginning of such leave. If unexpected events change the circumstances of the original application, after the 45- day notice, a faculty member will, in writing, notify the College President of his/her intent to return that semester. However, if the College has extended and received a signed letter of intent to employ a replacement faculty then the faculty member who has requested leave is bound by the original leave request.

In situations where a replacement faculty member has been employed, the faculty member requesting to return to his/her duties can make a written appeal to the College President.

A faculty member on parental leave shall notify the College of his/her intent to return to work at least ninety (90) calendar days prior to the return date and he/she shall return only at the beginning of a semester. A parental leave may be renewed for a period so that the total leave is no more than one (1) year for a single pregnancy. In the event another pregnancy occurs during the parental leave period, the faculty member must apply for a second parental leave. He/she shall suffer no loss in existing salary placement but there will be no step increase during parental leave. A parental leave may be terminated at the request of the faculty member and permission of the Board.

- b.** A faculty member on parental leave will be eligible for the various applicable fringe benefits if paid for by the faculty member, except that medical insurance coverage will be continued for the first twelve (12) weeks of the approved parental leave if selected by the faculty member. Failure to return to employment upon termination of the leave shall constitute termination of employment.
- c.** A faculty member shall have the right to return to his/her former position or its equivalent at the College. While a full-time faculty member is taking a parental leave of absence, the College Board will fill the vacancy, provided a qualified replacement(s) is available to teach the course(s) normally offered and taught by the person on leave.

### **3. Military Leave**

- a.** A faculty member who is a member of the reserve component of the United States Armed Services, including the National Guard, and who serves the annual reserve commitment or is mobilized to active military duty as a result of an order of the President of the United States, shall continue to receive the same regular base compensation that he/she receives or was receiving as an employee of the College at the time he/she is or was so mobilized to active military duty, plus any health insurance or other benefits he/she is or was receiving or accruing

at that time, minus the amount of his/her base pay for military service, for the duration of his/her active military service provided the faculty member provides the employer with notice of the service.

- b. Any faculty member mobilized to active military duty will be entitled to return to his/her position or its equivalent provided an application to return to the position is made in accordance with the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

#### **4. Family Military Leave**

- a. The Illinois Family Military Leave Act allows the spouse or parent of a soldier subject to a deployment order to take unpaid leave. An eligible faculty member must have been employed by the College for at least twelve (12) months and have worked at least 1,250 hours during that period. An eligible faculty member can take up to thirty (30) days leave and must first exhaust all accrued personal leave.
- b. An eligible faculty member must provide fourteen (14) days' notice if the leave will exceed five (5) workdays. For shorter leave periods, the faculty member should provide as much advance notice as possible. The faculty member must provide certification to verify eligibility for this leave. A faculty member on such leave will be restored to his/her previous or an equivalent position, may continue his/her benefits, if applicable during leave, and will not lose any applicable accrued benefits.

#### **5. Special Leaves of Absence**

The College President may grant a leave of absence without pay for a period not to exceed five (5) months to a faculty member who applies for such leave because of serious illness of a member of his/her immediate family or for other good and sufficient cause. Such leaves may be extended for periods up to an additional five (5) months upon application. Such periods of absence up to one (1) year shall not be considered a break in service insofar as seniority is concerned. While a full-time faculty member is on special leave of absence, the College Board will fill the vacancy, provided a qualified replacement(s) is available to teach the course(s) normally offered and taught by the person on leave.

#### **6. Disability Leave of Absence**

When a faculty member is unable to perform his/her assigned duties because of disability and meets the criteria for disability as defined by State Universities Retirement System (SURS), or in the absence of SURS coverage, by the long-term disability insurance company, the faculty member shall be eligible for disability leave. The faculty member shall be granted a disability leave for the duration of the disability, or one year, whichever is lesser. If the faculty member anticipates continued disablement, an extension of the disability leave for a second year shall be requested in writing by the faculty member to the College President. Granting a second

year disability leave will be dependent upon Board approval.

During disability leave, long term disability income shall be provided to the faculty member as defined in Article VI.G, Long Term Disability Insurance.

Life insurance premiums will be waived by the life insurance company or paid by the College, beginning thirty (30) days after the date of disablement and until the faculty member is no longer disabled as defined in the life insurance policy.

During the first year of disability, the College will pay the medical premiums for the faculty member only. If dependent coverage is to be continued, the faculty member will pay the medical premiums through the College group plan for the cost of dependent coverage including spousal coverage.

If a second year of disability leave is approved by the Board, the faculty member will pay all medical premiums through the College's group plan for the faculty member and all dependents including the spouse.

The first year of disability leave shall not be considered a break in service insofar as seniority is concerned.



## **ARTICLE XIII**

### **GRIEVANCE PROCEDURE**

The Board and the Faculty Council recognize the importance of continuing orderly and peaceful labor relations for the mutual interest and benefit of the Board, faculty, administration and students. The Board and the Faculty Council further recognize the mutual benefits of just and expeditious resolution of grievances that may arise and have included herein procedures for the effective processing and resolution of such grievances.

#### **A. Definitions and Provisions**

A grievance is defined as a complaint by a faculty member or the Faculty Council of an alleged violation of a specific section of this Agreement. If any such grievance arises, there shall be no individual or concerted stoppages or suspensions of work because of such grievance, but such grievance shall be submitted under the following grievance and/or arbitration procedures.

Grievances filed by the Faculty Council must be filed with the knowledge of the faculty member(s) involved.

While the Faculty Council is the exclusive representative of all employees in the unit, any individual employee or a group of employees may at any time initiate grievances pursuant to this Article and then have them remedied without the intervention of the Faculty Council as long as the remedy is not inconsistent with the terms of this Agreement, provided that the Faculty Council has been given an opportunity to be present at any meeting to determine such remedy.

#### **B. Informal Resolution**

No grievance shall be entertained or processed unless it is submitted for informal resolution.

Earnest effort shall be made to resolve grievances by informal communications between the grievant and the appropriate Dean or other administrative officer. The grievant must initiate the informal resolution process within fifteen (15) days of the date of the alleged violation giving rise to the grievance or following the date on which the grievant knew or, in the exercise of reasonable diligence, should have known of such alleged violation if that date is later. The appropriate Dean or other administrative officer will give due consideration to the grievance. If the Dean or other appropriate administrative officer determines that the grievance has merit, he/she will take appropriate steps to remedy the cause of the grievance and provide written notice of his/her determination within ten (10) days from the filing of the grievance. If such a resolution is not reached, the grievant may utilize the grievance procedures set out under "C" below.

#### **C. Procedure**

At any conference scheduled, beginning with Step 1 of this Article, the grievant must be present and may elect to have present one Faculty Council

representative as an advisor/observer and the appropriate Dean or other administrative officer may elect to have present one other administrative officer as an advisor/observer.

**Step 1 Appeal to the Vice President**

If the grievance is not resolved through the Informal Resolution with the appropriate Dean or other administrative officer, the grievant may initiate the formal grievance resolution procedure by submitting the grievance to the appropriate Vice President within ten (10) days following receipt of the determination of the informal resolution by the Dean or other appropriate administrative officer. The written grievance shall identify all grievant(s), be signed by the grievant(s), and shall contain a statement of explanation of the grievance, the provision(s) of the Agreement allegedly violated, and the remedy requested.

Upon receiving the written grievance, the appropriate Vice President will schedule a conference on the matter which shall take place within ten (10) days after the written grievance has been submitted and shall advise the grievant of the time and place of the conference. The appropriate Vice President shall communicate his/her written decision to the grievant within five (5) days following the conference.

**Step 2 Appeal to the College President**

If the grievance is not resolved through conference at Step 1, the grievant may appeal to the College President. The appeal shall be made in writing and submitted to the College President within five (5) days after receipt of written notice of the Step 1 decision and shall state the nature of the grievance, the disposition offered by the Vice President, and the reason(s) why such disposition is unsatisfactory. The College President shall schedule a conference within ten (10) days on the matter and advise the grievant of the time and place of the conference. The College President shall communicate his/her decision in writing to the grievant within five (5) days of the conference.

**Step 3 Arbitration**

A grievance that was not resolved at Step 2 may be submitted by the Faculty Council to an arbitrator for decision. The Faculty Council shall submit to the College President a written notice of referral of the grievance to arbitration within fifteen (15) days after the College President has submitted his/her written decision pursuant to Step 2.

The parties shall within five (5) days jointly request the American Arbitration Association to submit a panel(s) of qualified arbitrators from which the parties shall select an arbitrator pursuant to the procedures of the American Arbitration Association. The arbitrator selected shall set a time and place for the hearing subject to the availability of the Board and Faculty Council representatives.

The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement as they apply to the specific grievance presented, and he/she shall be without power or authority to alter or modify in any manner any of the provisions of this Agreement or make any decision limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law.

The arbitrator shall issue his/her decision as soon as possible from the date of the closing of the hearing, or if oral hearings have been waived or supplemented or if post-hearing briefs have been filed, then from the date of transmitting the final proofs and statements and/or briefs. Either party shall have the right to file a post-hearing brief to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The decision shall be binding on all parties, provided that either party may challenge the arbitrator's decision in a court of competent jurisdiction and/or defend against an unfair labor practice charge or complaint before the Illinois Educational Labor Relations Board on the grounds that the arbitrator acted illegally and/or contrary to the terms of this Article that specify the scope of the arbitrator's authority. The mutual fees or expenses for the arbitrator shall be paid equally by the Board and the Faculty Council. All other costs shall be paid by the party incurring same.

**D. Time Limits**

1. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal within the grievance procedure.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant or Faculty Council, as appropriate, to proceed to the next step.
3. The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.
4. For purposes of calculating time limits under this Article, "days" shall mean days on which the College's administrative offices are open. During time periods outside of the standard academic year, a grievant or administrator may suspend a time limit relating to the holding of a conference under Steps 1-2 if he/she is unavailable to attend the conference. An unavailable grievant or administrator shall give advance written notice to the other of his/her unavailability, reason for unavailability, and date of expected later availability so that the grievance process may continue. Both the Faculty Council and Board agree that this provision is not intended, and should not be used, to delay the expeditious consideration of grievances.

**ARTICLE XIV**  
**SCOPE OF AGREEMENT**

This Agreement covers all matters relating to salaries, fringe benefits, and working conditions of full-time faculty members for the period July 1, 2019 through June 30, 2021. The appendices hereof are integral parts of this Agreement and by this reference are incorporated herein. There shall be no unilateral reopening of this Agreement by the Board or Faculty Council during the life thereof. The Board and the Faculty Council agree to re-open this Agreement in the event legislation is enacted by the state or federal government mandating change in existing coverage that would increase the cost to the College of providing medical insurance benefits.

**ARTICLE XV**  
**CONFORMITY TO LAW/SAVING CLAUSE**

If any provision of the Agreement is or shall at any time be contrary to or unauthorized by law, then such provisions shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of the Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.

**ARTICLE XVI**  
**MANAGEMENT RIGHTS CLAUSE**

The Waubonsee Community College Board of Trustees, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and the Constitutions of the State of Illinois and the United States including, but without limiting the generality of the foregoing, the right:

- A. to the executive management and administrative control of the College, its properties and facilities.
- B. to hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees under the conditions and according to the procedures outlined in this agreement.
- C. to approve curriculum and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

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

**ARTICLE XVII**  
**ENTIRE AGREEMENT CLAUSE**

This Agreement supersedes and cancels all previous agreements, verbal or written, between the College and the Faculty Council and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

## **ARTICLE XVIII**

### **DURATION**

This Agreement shall be effective July 1, 2019 and shall continue in full force and effect through June 30, 2021.

Between January 15 and February 15 of the year in which the Agreement expires, the Faculty Council may notify the Board in writing of its desire to negotiate a subsequent agreement.

Negotiations between the Board and Faculty Council representatives for a subsequent Agreement will commence no later than March 1 of the year in which the Agreement expires, upon the request of either party, with a goal of the date of graduation of the expiring year for completion of negotiations.



**ARTICLE XIX**  
**NO-STRIKE PLEDGE**

The Faculty Council and the Board subscribe to the principle that any and all differences shall be resolved by peaceful and appropriate means without interruption of the College program. The Faculty Council therefore agrees that it will not instigate, engage in, support, encourage, or condone any strike, work stoppage, or other concerted refusal to perform work by the faculty members covered by this Agreement.

## **AGREEMENT**

Entered into and between the Board of Community College District No. 516, Counties of Kane, Kendall, DeKalb, LaSalle, and Will, State of Illinois, and the Waubonsee Community College Faculty Council as collective bargaining agent for those faculty members in the bargaining unit described in Article I, Section A, hereof, for the period July 1, 2019 through June 30, 2021.

In witness thereof:

**For the Board of Trustees  
Waubonsee Community College**

\_\_\_\_\_  
Chair, Board of Trustees

\_\_\_\_\_  
Secretary, Board of Trustees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**For the Faculty Council  
Waubonsee Community College**

\_\_\_\_\_  
Faculty Council President

\_\_\_\_\_  
Faculty Council Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**MEMORANDUM OF AGREEMENT  
COMPENSATION FOR 2019-2020**

The Board and Faculty Council agree that each faculty member employed at the time of ratification of this Agreement will receive a one-time, non-repeating salary payment equal to four percent (4%) of each faculty member's 2018-2019 base salary.

This payment will be made in a lump sum within thirty (30) calendar days following ratification by the Faculty Council and approval by the Board of Trustees.

The one-time payment will have SURS contributions deducted along with appropriate taxes.

\_\_\_\_\_  
Faculty Council President

\_\_\_\_\_  
Vice President of Finance and  
Administration

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Faculty Salary Schedule

2020-2021

FY2021

## FACULTY SALARY SCHEDULE

STEP	I BS	II MS	IIA MS 10	III MS 20	IIIA MS 30	IV MS 40	IVA MS 50	V MS 60	VA MS 70	VI PHD
1	50,658	51,919	53,002	54,084	54,984	58,127	59,442	60,751	61,878	67,192
2	51,651	52,937	54,041	55,144	56,062	59,267	60,608	61,942	63,091	68,510
3	52,173	53,472	54,587	55,701	56,628	59,866	61,220	62,568	63,728	69,202
4	52,700	54,012	55,139	56,264	57,200	60,470	61,838	63,200	64,372	69,901
5	53,232	54,557	55,696	56,832	57,778	61,081	62,463	63,839	65,022	70,607
6	53,769	55,109	56,259	57,406	58,362	61,698	63,093	64,484	65,678	71,320
7	54,313	55,665	56,826	57,986	58,951	62,321	63,731	65,135	66,342	72,041
8	54,861	56,228	57,400	58,572	59,547	62,951	64,375	65,792	67,012	72,769
9	55,404	56,799	57,989	59,189	60,164	63,574	65,013	66,446	67,678	73,501
10	61,690	63,226	64,544	65,862	66,959	69,330	70,900	72,461	73,804	79,311
11	62,313	63,864	65,197	66,527	67,634	70,031	71,615	73,193	74,550	80,112
12	63,584	65,168	66,527	67,885	69,014	71,460	73,077	74,686	76,071	81,747
13	65,551	67,183	68,585	69,985	71,149	73,670	75,337	76,997	78,423	84,275
14	67,578	69,261	70,706	72,149	73,349	75,949	77,666	79,377	80,849	86,881
15	68,803	70,516	71,988	73,457	74,666	78,750	80,533	82,306	83,832	89,432
16	70,932	72,698	74,214	75,729	76,989	81,186	83,022	84,852	86,425	92,198
17	73,845	75,699	77,291	78,907	80,204	84,586	86,513	88,434	90,084	96,113
18	76,759	78,701	80,367	82,032	83,419	87,984	90,003	92,015	93,743	100,027
19	79,673	81,703	83,445	85,183	86,633	91,382	93,494	95,598	97,402	103,942
20	81,266	83,337	85,113	86,887	88,366	93,210	95,364	97,510	99,350	106,021
21	82,167	84,263	86,057	87,853	89,346	94,143	96,317	98,485	100,347	106,106
22	84,792	86,955	88,809	90,658	92,203	97,152	99,397	101,637	103,555	109,498
23	87,915	90,105	91,978	93,850	95,453	100,502	102,771	105,036	106,976	113,077
24	0	93,412	95,359	97,305	98,926	104,201	106,559	107,195	110,924	117,251
25	0	93,717	95,818	97,399	100,183	107,364	109,817	110,317	111,414	118,729
26	0	96,342	98,368	100,399	102,090	108,660	110,317	110,838	111,878	119,684
27	0	97,308	99,390	101,471	106,191	109,957	111,981	114,938	116,447	120,724
99	88,249	98,980	101,203	103,426	107,548	112,549	115,308	123,139	125,586	136,648

Faculty will advance one step in academic year 2020-2021 until achieving Step 99. The salary increase is built into the step movement.

- I Bachelor's degree or competency in occupational field.
- II Master's degree or bachelor's degree plus two years acceptable experience in occupational field.
- III Master's degree plus 20 semester hours or master's degree plus two years acceptable experience in occupational field. MFA = MA+20.
- IV Master's degree plus 40 semester hours or master's degree plus two years acceptable experience in occupational field.
- V Master's degree plus 60 semester hours or master's degree plus two years acceptable experience in occupational field.
- VI Doctoral degree.

(The 10-hour intermediate increments between columns are based on one-half the difference of the 20-hour increment between major columns.)

**APPENDIX A**  
**PAYROLL DUES DEDUCTION AUTHORIZATION**

To the Board of Trustees of Community College District No. 516:

I hereby authorize and direct the Board of Trustees of Community College District No. 516 (“Board”) through its officers, agents and employees, to deduct from the portion of my salary due me each month the amount as certified by the Waubensee Community College Faculty Council (“Faculty Council”) at the current rate of dues. This deduction is to take place as specified in the Agreement between the Faculty Council and the Board (“Agreement”).

I further authorize and direct you to transfer and pay such sum so deducted to the Treasurer of the Faculty Council.

In consideration of the above described service rendered by the Board, its members, officers, agents, and employees, the undersigned hereby releases and discharges the Board, its members, agents, and employees, of and from any and all liability whatsoever arising as a result of the authorization given.

As per the Agreement, this authorization is revocable by me at any time, effective the start of the next school year, by written notice to the Executive Director of Human Resources.

\_\_\_\_\_

Date

\_\_\_\_\_

Employee Signature

## APPENDIX B

### TENURE

#### A. Purpose

The purpose of this policy is to implement 110 Illinois Compiled Statutes, Section 805/3B.

#### B. Definitions

1. “Faculty Member” means a full-time employee of the district regularly engaged in teaching or academic support services, but shall exclude supervisors, administrators and all support staff, including secretarial/clerical, Information Technology, and Campus Operations staff. Individuals in the following positions shall be considered as supervisors and/or administrators and/or not regularly engaged in teaching or academic support services:

President	Directors
Executive Vice Presidents	Deans
Vice Presidents	Assistant Deans
Assistant Vice Presidents	Senior Executives
Executive Directors	

2. “Academic Support Services” means counseling and the library.
3. “Academic Support Personnel” means counselors and professional librarians, excluding supervisors, administrators, and secretarial/clerical employees.
4. “School Year” means the fall and spring semesters which constitutes the regular academic year and shall exclude the summer session.
5. “Term” means the fall or spring semesters within a school year.
6. “Notice” means a written notice delivered in person or deposited in the U.S. mail by Certified or Registered Mail, postage prepaid, addressed to the faculty member’s last known address.
7. “Tenure” means continuous employment unless dismissed for adequate cause or due to a decision of the Board to decrease the number of faculty members employed by the Board or to discontinue some particular type of teaching service or program.

Faculty members who have completed and been granted tenure prior to this Agreement will maintain their tenure status. Faculty members who are non-tenured prior to this Agreement will maintain their present

longevity status in their normal progression toward tenure with no loss of years in the tenure process.

8. “Full-Time Employment” for the purpose of this tenure policy shall be defined as follows:

Faculty Members: Faculty members normally have a teaching load of at least 30 semester-hour equivalents which equivalents shall include released semester teaching load hours for non-teaching duties. A teaching load of less than 30 semester-hour equivalents per school year shall not be considered full-time employment.

9. “Seniority” means the length of continuous full-time employment as a faculty member as defined herein since the last date of hire as a full-time faculty member. Conflicts in seniority among faculty members with the same beginning date of continuous employment shall be resolved on the basis of the earliest date when the initial full-time appointment of employment was approved by the Board.
10. “Days” means calendar days. The time within which any act herein is to be done shall be computed by excluding the first day and including the last, unless the last day is Saturday or Sunday, or is a holiday as defined or fixed in any statute now or hereafter enforced in the State of Illinois, and then it shall also be excluded. If the day succeeding such Saturday, Sunday, or holiday is also a holiday or a Saturday or Sunday, then such succeeding day shall also be excluded.

### **C. Eligibility**

Faculty members shall be eligible for tenure in accordance with the provisions of 110 Illinois Compiled Statutes Section 805/3B-2. The Board reserves the right to extend the non-tenured employment period to four years in accordance with 110 Illinois Compiled Statutes Section 805/3B-2.

No individual shall be eligible for or acquire tenure as an administrator. Because tenure confers special rights and privileges on the recipient it is the policy of the Board to extend tenure to only qualified faculty members.

### **D. Procedure**

Tenure recommendations for eligible faculty members shall be initiated by the Vice President of Educational Affairs who in turn shall make recommendations to the College President. The College President shall submit any recommendations on the granting of tenure to the Board of Trustees by March 1 (October 1 for faculty members hired at the start of the spring semester). If the Board of Trustees decides to dismiss a non-tenured faculty member, the Board shall give notice thereof to the faculty member not later than sixty (60) days before the end of the school year or term, whichever is applicable.

## **E. Evaluation of Non-Tenured Faculty**

The purpose of this policy is to improve the learning process, to apprise instructional staff of their strengths, weaknesses, progress and overall status, to determine the desirability of tenure when an individual is eligible, and to provide information for use in making personnel decisions with respect to non-tenured faculty members in accordance with 110 Illinois Compiled Statutes Section 805/3B.

The Vice President of Educational Affairs, or his/her designee, shall have the responsibility for evaluating in writing each non-tenured faculty member at least once during each school year that he/she is employed as a full-time faculty member. Following each written evaluation, the person making the evaluation will hold an individual conference with the non-tenured faculty member to discuss the results of the evaluation.

The written evaluation for non-tenured faculty members whose continuous full-time employment commenced with the start of the fall semester shall be completed on or before February 1, except for extenuating circumstances.

The written evaluation for non-tenured faculty members whose continuous full-time employment commenced with the start of the spring semester shall be completed on or before October 1, except for extenuating circumstances. The purpose of this timetable for evaluations is to enable the Board to decide at least sixty (60) days before the end of the school year or term, whichever is applicable, whether or not a full-time non-tenured faculty member's appointment should be renewed.

The written evaluations shall be submitted to the College President who, in turn, shall submit his/her recommendations to the Board.

It shall be the responsibility of the Board to decide at least sixty (60) days before the end of the school year or term, whichever is applicable, whether or not a full-time non-tenured faculty member's appointment should be renewed. If the Board decides not to renew a non-tenured faculty member for the ensuing school year or term, the Board shall give notice thereof to the faculty member not later than sixty (60) days before the end of the school year or term, whichever is applicable. The specific reasons for the non-renewal shall be confidential but shall be issued to the teacher upon request.

In addition to the formal written evaluations specified above, the performance and qualifications of the faculty members may be assessed in other ways, including, but not limited to, self-evaluations, student evaluations, work habits, observance of College policies and extracurricular contributions to the College.

While general adherence to the evaluation procedure and timetable set forth above is desirable, the Board may make personnel decisions irrespective of the procedural steps set forth herein.



## **F. Dismissal of Tenured Faculty Members for Cause**

The dismissal for cause of a faculty member who has tenure shall be in accordance with the provisions of 110 Illinois Compiled Statutes Section 805/3B-4.

Persons whose tenured appointment may be terminated shall be so notified and may discuss basis for dissatisfaction with the Vice President of Educational Affairs. If the cause for possible termination is considered remediable, the faculty member will be given reasonable warning, in writing, stating the causes which, if not removed, may result in charges.

If the dismissal of a tenured faculty member is sought for cause, the Board shall first approve a motion by a majority vote of all its members. The specific reason or reasons for dismissal shall be confidential but shall be issued to the tenured faculty member upon request.

If a majority of all the members of the Board approve a motion to dismiss a tenured faculty member, such decision shall be final unless the tenured faculty member submits to the Board within ten (10) days a written request that a hearing be scheduled.

The faculty member may request, in writing to the College President, a written statement of the basis for the recommendation of dismissal to the Board, which statement shall be sent to the faculty member by certified mail or hand delivered within ten (10) calendar days of the request.

Upon the submission of such a written request, the Board shall schedule a hearing on the charges before a disinterested hearing officer on a date not less than forty- five (45) days and not more than seventy (70) days after the adoption of the Board's motion to dismiss the faculty member. If, in the opinion of the Board, the interests of the district require it, the Board after twenty (20) days' notice, may suspend the tenured faculty member pending the hearing, but if acquitted, the tenured faculty member shall not suffer the loss of any salary by reason of the suspension.

Within ten (10) days after the faculty member receives the notice of hearing, either the Board and the faculty member mutually, or the faculty member alone, shall request a list of five (5) qualified hearing officers from either the American Arbitration Association or the Federal Mediation and Conciliation Service. Within five (5) days from the receipt of the list, the Board and the faculty member, or their legal representatives, shall alternately strike one name from the list until one name remains. The faculty member shall make the first strike. The individual whose name remains shall be the hearing officer.

At least twenty-one (21) days before the hearing date the Board shall service notice of the charges upon the tenured faculty member and such notice shall contain a bill of particulars.

The hearing may be closed to the public if both the Board and the faculty member so agree; provided, however, the hearing shall be public if requested by either the faculty member or the Board. The faculty member shall have the privilege of being present at the hearing with counsel and of cross-examining witnesses and may offer evidence and witnesses and present defenses to the charge. Upon the request of either party, the hearing officer may issue subpoenas requiring the attendance of witnesses and the production of documents.

All testimony at the hearing shall be taken under oath administered by the hearing officer. The hearing officer shall cause a record of the proceedings to be kept and the Board shall employ a competent court reporter to take stenographic or stenotype notes of all testimony.

The cost of the reporter's attendance and services at the hearing and all other costs of the hearing, including the fee and expenses of the hearing officer, shall be borne equally by the Board and the faculty member. If any party desires a copy of the transcript of the hearing it shall be responsible for paying the cost.

The hearing officer shall, with reasonable dispatch, make a decision as to whether or not the tenured faculty member shall be dismissed and shall give a copy of the decision to both the tenured faculty member and the Board. Subject to the right of either party to seek legal review under the Administrative Review Act, the decision of the hearing officer shall be final and binding.

#### **G. Reduction in Number of Full-Time Faculty Members**

The provisions of 110 Illinois Compiled Statutes Section 805/3B-5 shall be applicable with respect to the dismissal of a faculty member due to a decision by the Board of Trustees to decrease the number of faculty members employed by the Board of Trustees or to discontinue some particular type of teaching service or program.

Each tenured faculty member who is subject to dismissal due to a reduction in the number of faculty members employed by the Board of Trustees shall be given the opportunity prior to honorable dismissal to advise the Board of Trustees in writing of any position(s), if any, held by non-tenured faculty members, or any other employees with less seniority, which such faculty member believes he/she is competent to fill, together with the documentation upon which such belief is based. It shall be the responsibility of the Board of Trustees, acting on recommendations of the administrative staff, to determine whether or not the tenured faculty member is, in fact, competent to render the services for the position or positions identified by the tenured faculty member.

#### **H. Dismissal for Cause of Non-Tenured Faculty Member during Term of Appointment**

##### **1. Purpose**

The purpose of this policy is to set forth the procedure governing the dismissal of a non-tenured faculty member during the term of his/her appointment. This policy shall not be applicable to a decision by the Board to not renew the appointment of a non-tenured faculty member.

Nor shall it be applicable to the dismissal of a faculty member who is employed at will.

2. Policy

A non-tenured faculty member may be terminated during the term of his/her appointment if there is a breach of agreement sufficient to justify termination.

3. Procedure

The following procedure shall be followed in order to assure due process with respect to the termination of a non-tenured faculty member during his/her appointment.

This procedure shall only apply in those situations where the termination of a non-tenured faculty member is sought during the term of his/her appointment.

- a. Prior to formal termination proceedings, the appropriate administrator or administrators shall discuss with the non-tenured faculty member the reason or reasons that might lead to termination during the term of the faculty member's appointment, at which time resolution of the reason or reasons for termination may be effectuated by mutual consent.
- b. If the matter is not adjusted or otherwise resolved at such meeting, the Board may initiate formal termination proceedings by giving the non-tenured faculty member notice thereof in writing and advising the non-tenured faculty member of his/her right to request in writing a hearing within seven (7) calendar days after receipt of the termination letter. The reason or reasons for terminating a non-tenured faculty member during his/her appointment shall be confidential, but shall be issued to the non-tenured faculty member upon request.
- c. If the non-tenured faculty member submits a timely written request for a hearing, the hearing shall be scheduled as promptly as practicable before the Board or, at the sole discretion of the Board, a hearing officer designated by the Board, who may or may not be a member of the Board. Where the Board designates a hearing officer to conduct the hearing, the hearing officer shall submit his/her finding and recommendation to the full Board and the ultimate decision shall be made by a majority of the full membership of the Board.

The decisions of the Board as to the existence of cause to terminate the appointment of a non-tenured faculty member during its term shall be final and binding.

- d. The non-tenured faculty member shall have the right to be present, together with counsel, at the hearing to offer evidence, to cross-examine witnesses and to otherwise make a defense on his/her own behalf.

- e. The procedure specified herein with respect to the termination of a non-tenured faculty member during the term of his/her appointment shall be the sole and exclusive remedy available to the affected faculty member provided, however, nothing shall preclude the affected faculty member from alleging in an appropriate court of law that the Board's action is so arbitrary or capricious as to render it null and void.
  
- f. The non-tenured faculty member may be suspended prior to completion of the termination procedure specified above if in the judgment of the College President, such suspension is warranted. While such suspension shall be without pay, it shall not be considered prejudicial to the affected faculty member's case. If the Board determines that there is no cause to terminate the non-tenured faculty member's appointment during its term, or that there is cause for a suspension but not for termination, the affected faculty member shall receive back pay for the period of the suspension, or portion thereof, that is not sustained by the Board.

## **APPENDIX C**

### **DUTIES AND RESPONSIBILITIES OF FACULTY**

The duties and responsibilities of faculty are referenced in the full-time faculty collective bargaining agreement in Article VII, Section A.

#### **Responsibilities to the Profession**

Maintain currency and competency in the subject matter, pedagogy, and the instructional technology of his/her discipline through relevant professional development activities.

Acknowledge his/her position as a role model for his/her discipline, for students, and as a representative of the College and exemplify the standards of quality, conduct and ethics appropriate to his/her discipline and professional position.

#### **Responsibilities to the Student**

Be available to teach day, evening, and weekend classes and at multiple campuses to ensure scheduling in best interest of students.

Demonstrate an understanding of and commitment to student and community diversity and, as appropriate, reflect diverse elements in instruction and counseling/librarian services.

Plan, prepare, and distribute a current course syllabus for each course section that meets the College standards and includes course requirements, measurable learning outcomes, and grading and evaluation methods. (Article VII, J.) \*

Provide learning-centered instruction that follows the established College curricula, meets students' educational needs, and incorporates current and relevant technology, as appropriate.

Provide student-centered counseling/librarian services that support students in their educational pursuits.

In consideration of students' convenience, schedule, post, and observe a minimum of five (5) hours of student conferences per week, with a minimum of one hour scheduled for each teaching day. (Article VII, F. 2.) \*

Conduct student evaluations of classroom instruction each semester for each course section.

Maintain accurate attendance and scholastic records of students and submit required reports according to established deadlines.

Record and submit final grades. (Article VII, K. 2.) \*

Respond to student communications in a timely manner and remain accessible to students and administrators outside of the academic calendar, regardless of campus presence.

Recognize that academic advisement is an inherent part of a faculty member's responsibility that is enhanced by direct communication between faculty member and student. (Article VII, K. 1.) \*

## **Responsibilities to the College**

Demonstrate knowledge of the vision, mission, core values, and strategic goals of the college.

Contribute to the development and implementation of annual division goals.

Attend fall and spring semester Faculty Development Days. (Article VII, B.) \*

For instructional faculty, teach 15 semester hour equivalents per semester and a two-semester load of 30 semester hour equivalents. (Article VII, D.1.) \*

For instructional faculty, maintain a schedule of not less than 25 hours per week for a regular program. (Article VII, F.4.) \*

For instructional faculty, teach a minimum of four days per week on campus unless an alternate schedule is approved by an appropriate administrator.

For nine-month counselors and librarians, work forty hours per week, Monday to Friday, including at least one evening per week and up to two weekend days per standard academic year within the forty-hour work week on an as needed basis (Article VIII, A.3.) \*

For nine-month counselors and librarians, work up to 50 supplementary work days, including at least one evening per week in a five-day work week, as requested by Counselors/librarians and/or assigned by the appropriate administrator. (Article VIII, A.4.) \*

Be present on campus for all duties and obligations, including classes, student conference hours, and unit meetings called by the Vice President of Educational Affairs or appropriate administrator. (Article VII, F.3.) \*

Participate in extracurricular activities, such as serving as student club advisors, attending student activities, and serving on College committees. (Article VII, D.3.) \*

As full-time employees of Waubensee Community College, be available throughout the week for participation in and attendance at student activities/events, college committees, and institutional or division meetings.

Attend and either sit in a designated area or participate in the graduation ceremonies. (Article VII, K.3.) \*

Notify appropriate supervisor if regularly assigned duties cannot be performed.

Participate in the maintenance, review, revision, and development of curriculum, courses, and programs according to established College policies and procedures, taking into consideration the needs of the community, labor market, and transfer institutions, and convening business and industry advisory councils, as appropriate, to provide input on the relevancy of Career and Technical Education (CTE) curricula.

Develop measurable course and program outcomes that provide evidence of students' knowledge of subject matter and grasp of the skills and competencies necessary for advanced coursework or workplace employment.

To maintain program integrity and preclude conflict of interest, obtain approval for outside employment that involves teaching at another educational institution.

Monitor the appropriate use of College equipment and property and report equipment and facilities issues to the appropriate supervisor.

\*Refer to the current Agreement between the Board of Waubensee Community College (Community College District #516) and Waubensee Community College Faculty Council Local #604 for exact language.

## **FACULTY BEHAVIORAL GUIDELINES**

### **A. Purpose**

The purpose of this policy is to set forth the rules and procedures governing faculty behavior. It covers forms of faculty behavior up to but not including that necessitating dismissal. There are separate Board policies covering the dismissal of tenured and non-tenured faculty members.

### **B. Policy**

A faculty member may be disciplined for just cause by the College President or a designated representative of the College President. Cause shall include, but not be limited to, the following:

1. unprofessional conduct;
2. violation of written Board or administrative policies;
3. breach of agreement;
4. moral turpitude that adversely affects the College or the faculty member's performance of his/her duties and responsibilities;
5. unauthorized or unexcused absences.

Disciplinary action may include but not be limited to oral reprimands, written reprimands and suspensions with or without pay.

### **C. Procedure**

If the faculty member is suspended without pay, the faculty member may request a hearing before the Board by submitting a written request to the College President within seven (7) calendar days after such suspension; provided, however, the Board at its sole discretion may designate a hearing officer, who may or may not be a member of the Board, to conduct the hearing. Where the Board designates a hearing officer to conduct the hearing, the hearing officer shall submit his/her findings and recommendations to the full Board and the ultimate decision shall be made by a majority of the full membership of the Board. The decision of the Board as to the existence of cause to suspend a faculty member shall be final and binding. If the Board determines there is cause for a suspension, it shall either accept, reduce or increase the period of the suspension. If the Board determines there is no cause for the suspension or that there is cause but that the period of suspension should be reduced, the faculty member shall receive back pay for the period of the suspension, or portion thereof that is not sustained by the Board.

The procedure specified herein with respect to the suspension of a faculty member without pay shall be the sole and exclusive remedy available to the affected faculty member; provided, however, nothing shall preclude the affected faculty member from alleging in an appropriate court of law that the Board's action is so arbitrary or capricious as to render it null and void.