

**AGENDA ITEM #XIII-B-1
AUGUST 18, 2009
HIGHLAND COMMUNITY COLLEGE BOARD**

FACULTY CONTRACT

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board ratify the contract with the Highland Community College Faculty Senate Local 1957 for Fiscal Year 2010.

BACKGROUND: Negotiations have been occurring for the past several months with the Faculty Senate. The settlement reached reflects current economic conditions not only in the Highland district, but on the State and national level.

BOARD ACTION: _____

Approved 8/18/09

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF
ILLINOIS COMMUNITY COLLEGE DISTRICT #519
and
THE HIGHLAND COMMUNITY COLLEGE
FACULTY SENATE AFFILIATED WITH
THE AMERICAN FEDERATION OF TEACHERS
LOCAL 1957
FY 2010 ACADEMIC YEAR

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PREAMBLE

This agreement is entered into by and between the Board of Trustees of Illinois Community College District 519, hereinafter referred to as the "Board," and the Highland Community College Faculty Senate, affiliated with the American Federation of Teachers, Local 1957, hereinafter referred to as the "Senate," as the exclusive bargaining agent for the faculty members in the bargaining unit as defined in Article I, Section B.

Members of the Senate and the College administration deal day-to-day with the full range of educational and administrative matters that are traditional areas of concern in a community college. The Senate and administration through their vision and actions direct and strengthen the college as a community of teaching and learning. It is our mission to strive for educational excellence as educators at Highland Community College.

ARTICLE I DEFINITIONS AND SENATE RECOGNITION

A. Definitions

1. The term "College" refers to the collective locations, endeavors, personnel, and policies of Illinois Community College District 519, Counties of Stephenson, Ogle, Jo Daviess, and Carroll, which is called Highland Community College.
2. The term "Board" refers to the body politic and corporate by the name Board of Trustees of Illinois Community College District 519, Counties of Stephenson, Ogle, Jo Daviess, and Carroll.
3. The term "Senate" refers to the collective membership and their member representatives of the Highland Community College Faculty Senate affiliated with the American Federation of Teachers, Local 1957.
4. The term "Agreement" means a legally binding contract and its definitions and provisions.
5. The term "faculty members" refers to the following personnel:
 - a. Full-time teaching faculty members who teach a full load as defined in Article VII-F or its equivalent.
 - b. Counselors (Subject to the following conditions)
 - (1) Contract length: eleven months

- (2) Pay: as per schedule for nine months
- (3) Additional time: pro rata of that pay step
- (4) Work hours: Forty hours per week with one evening of work included.
- (5) Work days: This position follows the administrative calendar for legal holidays, work scheduling and work year. In addition, twenty-one leave days will be available to complete the administrative work year. The exact times are to be determined upon agreement between employee and employer.
- (6) Teaching load: All classes taught during the normal administrative work day will not receive additional compensation or require the employee to work additional time. All classes taught after the administrative work day will be compensated at the contract overload rate.

c. Limited Term Trainer (Subject to the following conditions)

- (1) Contract Length: For the length of projected training with company on a per session basis.
- (2) Load Factor: Does not apply, except credit hours generated will not exceed 22 per semester.
- (3) Fringe Benefits: No faculty rank, tenure, fringe benefits, or any other privileges, except the right to grieve per Faculty Senate Agreement.
- (4) Rate of Pay: Reimbursement will be on a clock hour basis at the overload rate.
- (5) Training Conditions (All criteria **must** apply):
 - (a) The training is customized for the company.
 - (b) The training and/or materials may be proprietary for the company or agency.
 - (c) The training requires special certification or training for the trainer.
 - (d) Training will be scheduled for either multiple sessions or can be projected to continue over a period of time.

(6) Reporting structure: Any training position, approved under the above criteria, will report to the Dean of Business and Technology. Approval for this special category will be granted by the Vice President of Academic Services upon review of Faculty Senate and only for specific cases where the supporting information fits all five criteria.

d. Senior Faculty (The College will offer a Senior Faculty Program to Senior Faculty on the following terms)

(1) Senior Faculty as defined in this Article refers only to faculty who have retired and who receive a full SURS annuity under SURS requirement of 30 years experience and who are under 60 years of age. A Senior Faculty member must also have completed not less than 10 years of service to Highland Community College as a full-time faculty member at the time of his or her SURS retirement.

e. Adjunct Faculty

(1) The term Adjunct Faculty members refers to faculty who teach more than 9 contact hours up to a maximum of 13 contact hours.

6. The term "working day" means any day the College Administrative Offices are open for at least four hours.

B. Recognition

1. The Board recognizes the Senate as the exclusive bargaining representative for all faculty members in all matters concerning salaries, fringe benefits, and other items covered in this Agreement. The bargaining unit excludes the President, the President's assistants, vice presidents, associate vice presidents, deans, associate deans, directors, and all other administrative and classified personnel.
2. The Board will show good faith in dealing with the makeup of the bargaining unit.

ARTICLE II SENATE-BOARD RELATIONS

A. Nondiscrimination

1. The Board and Senate believe that every employee has the right to have an equal opportunity regardless of race, creed, sex, sexual orientation, disability, social, political or economic or ethnic-cultural background.

2. Membership in the Senate or 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, or continuing of employment, or in advancement opportunities, or otherwise because of any faculty member's membership or lawful organizational activities in the Senate or any other employee organization or the faculty member's refusal to join any such organization or to participate in any such activities.

B. Rights and Benefits of Faculty Members

1. Rights and benefits of faculty members set forth in this Agreement shall be made part of any individual contract of employment with the Board. A copy of this Agreement, the College calendar, and the Policy Manual shall be made available to all faculty members.
2. The Board agrees to implement its rules and policies as they pertain to faculty members in a fair and impartial manner. A rule or policy enacted within the Board's lawful authority which does not violate any terms within the collective bargaining agreement and does not violate any right under the Illinois Labor Relations Act shall be deemed fair and impartial.

C. Board Rights

1. It is the responsibility of the Board of Trustees to administer the College in accordance with Illinois statutes and in conformance with the Constitution and laws of the State of Illinois and the Constitution and law of the United States of America.

D. Communications

1. This Agreement shall not be construed to limit or prevent any Board official or administrator from meeting with any individual faculty member or group of faculty members for the purpose of discussing mutual ideas, concerns, views, and proposals covered or not covered by this Agreement. However, no negotiations or subjects pertaining to collective bargaining shall be conducted by the administration and/or the Board with any other group other than the recognized bargaining representatives.
2. Negotiating sessions shall be closed to the public.
3. All academic and evaluative records pertaining to faculty members shall be maintained by the Human Resources Office. Responsibility for the confidentiality and use of information in this file shall rest with the Human Resources Office from which permission must be obtained to gain access to any portion therein. Privileged communication relative to initial employment is not available to the faculty member.

4. Faculty members will have access at any time to their personnel folder which pertains to their payroll records, provided they request such access from the Human Resources Office.
5. It is important that a faculty member be cognizant of all items which might be used in developing periodic evaluation. The Human Resources Office, therefore, shall notify the faculty member whenever any such item is placed in his or her personnel folder. The faculty member may, if so desired, add written comments for inclusion with the statement.
6. The Board agrees to furnish or to direct its officials to furnish to the President of the Senate, upon request, information of public record concerning the College.
7. Faculty acknowledge the right of the College to log technology use, monitor fileserver space utilization by users, examine user files, and monitor phone conversations. The College acknowledges its responsibility to respect the confidentiality of faculty communications with students, colleagues, and administrators.

ARTICLE III
ACADEMIC FREEDOM AND POLITICAL ACTIVITIES

A. Academic Freedom

1. The Board and faculty, realizing that the basis of education is a search for truth, recognizes the obligation of the individual faculty member to present in the classroom, within the discipline, the truth as he or she sees it as well as other representative points of view.

B. Political Activities

1. The College recognizes the right of the individual faculty member to engage in community affairs and political activities, and express opinions as he or she sees fit as long as these activities do not interfere with the performance of contractual obligations.
2. A faculty member whose election to an office may necessitate absence during a period of time is to negotiate a satisfactory adjustment with the College Board through the President.

ARTICLE IV
DUES CHECKOFF

A. Withholding Dues

1. Each member of the Senate is given the privilege of electing to authorize payment of such Senate members' dues by withholding the same from the salary of such member. Such election shall be evidenced by the written request of the Senate member electing to exercise such privilege and may be revoked in writing at any time. All sums so withheld shall be paid over to the duly qualified and acting Treasurer of the Senate on or before the last day of each calendar month.

B. Fair Share

1. New faculty members upon their initial employment, and continuing during the term of this agreement, so long as they remain non-members of the Senate, shall pay to the Senate each month their fair share of the costs of the services rendered by the Senate that are chargeable to non-members under state and federal law. Current Senate members who elect to drop Senate membership shall also pay to the Senate each month their fair share of the costs of the services rendered by the Senate that are chargeable to non-members under state and federal law.
2. The Senate shall certify to the Board a fair share amount not to exceed 90% of the dues uniformly required of faculty members in conformity with federal and state law and Labor Board rules.
3. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member faculty members and remitted to the Senate on or before the last day of each calendar month.
4. The Senate and the Board shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.

ARTICLE V
GRIEVANCE PROCEDURE

A. Grievances

1. a. A "grievance" shall mean a complaint by a faculty member (Grievant) that there has been as to the Grievant a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement. Such grievance may be processed through all the steps of this grievance process.

- b. A "grievance" shall also mean that a faculty member has been treated unfairly or inequitably by reason of any act or condition which is contrary to established written policy governing or affecting faculty members. Such a grievance may be processed only through V-A.6 of this procedure.
 - c. The "grievance event" for the purpose of computation of the timelines contained in paragraphs A.3. and A.4. of this Article V. shall be one of the following dates; the date of the event giving rise to the grievance, the date of the decision giving rise to the grievance or the date upon which the Grievant should have, by the exercise of reasonable diligence, been aware of the event or decision giving rise to the grievance.
2. A grievance may be processed in the name of an individual faculty member, or a group of faculty members, or the Senate. In each case the term Grievant shall apply. All grievances processed beyond step 5 of the Grievance Procedure must involve the Faculty Senate.
 3. In the event that a Grievant believes a basis for a grievance exists, the Grievant shall first schedule an appointment to informally discuss the basis for the grievance with the dean or the appropriate administrator. The Grievant shall clearly indicate when scheduling the appointment that the meeting is being scheduled for the purpose of an informal discussion as mandated by the grievance process. This discussion shall occur no later than 10 working days from the grievance event.
 4. If, as a result of the informal discussion with the dean or the appropriate administrator a grievance still exists, the Grievant may, no later than 30 working days following the grievance event, invoke formal grievance procedures in writing signed by the Grievant by filing the grievance in writing. The grievance shall, at a minimum, state the nature of the grievance, the date of the grievance event, specify the provision(s) of the collective bargaining agreement the grievant believes have been violated, state all remedies requested by the Grievant and shall be signed by the Grievant. Two copies of the grievance shall be filed with the President of the College or a representative designated by the Grievant and two copies with the President of the Senate.
 5. Within seven working days from the date of filing, the President of the College or a designee shall meet with the Grievant in an effort to resolve the grievance. The President or the designee shall indicate the disposition of the grievance and accompanying reasoning in writing within seven working days of this meeting.
 6. If the Grievant is not satisfied with the disposition of the grievance by the President or the designee or if no disposition has been made within the

time limits in Paragraph 5, the grievance shall be transmitted within ten working days to the Board of Trustees by filing a written copy thereof with the Chairman of the Board. The Grievant and/or their representative shall have the right to present oral arguments on the Grievant's behalf to the Board. The Board shall dispose of the grievance within ten working days by notifying the Grievant in writing and shall state its reason in the event the grievance is denied.

7. If the Grievant is not satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition has been made within the period provided in Paragraph 6, he or she may within ten working days after notification of the decision of the Board of Trustees appeal the grievance to arbitration. Such an appeal must be in writing and shall be delivered to the Chairman of the Board of Trustees. The Grievant and the Board, or its representative(s), shall meet within ten working days to attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator at that meeting, the Grievant and the Board must, within five working days, send a written appeal for an arbitrator who is a member of the National Academy of Arbitrators to the American Arbitration Association; and an arbitrator shall be appointed under the rules of that body.
8. The Board of Trustees and the Grievant shall bear equally the arbitrator's fees, if any, and other arbitration expenses, exclusive of attorney's fees, incidental to the proceedings. If the Grievant is an individual faculty member, the Senate shall not be required to bear any of the costs of the arbitration.
9. The arbitrator shall confer with the parties and hold hearings promptly and will issue his or her decision not later than twenty working days from the date of the close of the hearing. The decision shall be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted.
10. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. The arbitrator's authority shall be limited to deciding the disposition of the grievance as such grievance is described in Paragraph 1 and shall be subject to in all cases the rights, responsibilities, and authority of the parties under the laws of the State of Illinois. The arbitrator shall not usurp the functions of the Board of Trustees under law and this Agreement. The decision of the arbitrator will be accepted in good faith as final by both parties to the grievance and both will abide by the decision. Neither party shall take the decision of the arbitrator to the courts.
11. Persons who may be required by either party to be present for the purpose of this procedure are defined as the Grievant, the appropriate

