

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**The Association of Adjunct Faculty**

**And**

**John A. Logan College**

**2019 – 2024**

## TABLE OF CONTENTS

AGREEMENT .....	5
ARTICLE I Purpose.....	6
Section 1.1. Purpose.....	6
Section 1.2. Past Practice.....	6
ARTICLE II Recognition.....	6
Section 2.1. Recognition.....	6
Section 2.2. Fair Representation.....	6
ARTICLE III Adjunct Faculty Defined.....	6
Section 3.1-1 Adjunct Faculty .....	6
Section 3.1-2. Duties and Responsibilities.....	7
Section 3.1-3. Employment Rights and Limitations.....	7
Section 3.4. Evaluation Procedures.....	7
Section 3.5. Contracts.....	7
Section 3.5-1. Class Cancellation.....	8
Section 3.5-2. Modified Instruction.....	8
Section 3.5-3 Substitute Instruction.....	9
Section 3.6-1. Adjunct Teaching Load.....	9
Section 3.6-2. Adjunct Faculty Office Hours.....	10
Section 3.7. Class Assignments.....	10
Section 3.7-1. Tier Assignment and Priority Scheduling.....	10
Section 3.8. Application for Full-Time Faculty Positions.....	10
Section 3.9 Other Benefits.....	10
Section 3.10 Required Attendance.....	11
Section 3.10-1. Textbooks.....	11
Section 3.11-1. General Adjunct Office Space.....	11
Section 3.11-2. Organization Office Space.....	11
Section 3.12. Compensation.....	11
ARTICLE IV Management Rights.....	12
Section 4.1. Return to Work.....	13
ARTICLE V Association Rights.....	14
Section 5.1. Access to Workplace.....	14
Section 5.2. Use of Facilities.....	14
Section 5.3. Preparation and Printing of Contract.....	14
Section 5.4. Board Policy.....	14
Section 5.5. Payroll Deduction.....	15
Section 5.6. Association at Orientation.....	15
ARTICLE VI Non-Discrimination.....	15
Section 6.1. No Retaliation or Reprisal.....	15

Section 6.2. Prohibition Against Discrimination..... 15

Section 6.3. Union Activity..... 16

Section 6.4. Equal Employment..... 16

ARTICLE VII Discipline ..... 16

Section 7.1. Retention of Rights..... 16

Section 7.2. Presence of Association Officer..... 16

Section 7.3. Suspension Pending Investigation..... 16

Section 7.4. Suspension Pending Investigation..... 17

Section 7.5. Notification of Disciplinary Action..... 17

ARTICLE VIII Personnel Files..... 17

Section 8.1. Employee Review..... 17

Section 8.2. Employee Notification..... 17

Section 8.3. Non-Job Related..... 17

Section 8.4. Employee Response..... 17

Section 8.5. Disclosure of Disciplinary Actions..... 18

ARTICLE IX Grievance Procedure ..... 18

Section 9.1. Grievance..... 18

Section 9.2. General Requirement..... 19

Section 9.3. Grievance Steps..... 20

Section 9.4. Advance Grievance Step..... 22

Section 9.5. No Reprisals..... 22

Section 9.6. Withdrawal of Grievance..... 22

Section 9.7. Filing of Materials..... 22

Section 9.8. Released Time..... 22

Section 9.9. Association Participation – Employee Represented..... 22

Section 9.10. Association Participation – Employee Not Represented..... 23

ARTICLE X Grant Funded Employees..... 23

ARTICLE XI Academic Freedom..... 23

ARTICLE XII Termination..... 24

ARTICLE XIII Savings Clause..... 24

ARTICLE XIV Complete Understanding..... 25

ARTICLE XV No Strike No Lock Out..... 25

Section 15.1. No Strike..... 25

Section 15.2. No Lock Out..... 25

ARTICLE XVI Effect of the Agreement ..... 25

Section 16.1. Contract v. Board Policy..... 25

Section 16.2. Bargaining Notification..... 25

Section 16.3. Contractual Amendments..... 26

Appendix A-1 Tier Assignment and Priority Scheduling..... 28

Appendix A-2 – Pay Periods..... 30

Appendix B- Process for Evaluating Adjunct Faculty.....31

## **AGREEMENT**

THIS AGREEMENT is entered into between the Board of Trustees of John A. Logan Community College (hereinafter referred to as “Board of Trustees” or “Board” or “College” or the “Employer”), and the Association of Adjunct Faculty, an affiliate of the Illinois Education Association and National Education Association (hereinafter referred to as “Union” or the “Association”).

## **ARTICLE I Purpose**

### **Section 1.1. Purpose.**

This Agreement is established for the purpose of prescribing the legitimate rights of the Non-Tenured Track Adjunct Faculty who provide six (6) or more credit hours of instruction per academic semester. Further, this Agreement is to prescribe the legitimate rights of the College, and to protect the education rights of citizens attending the College, through the establishment of certain hours, wages and other conditions of employment for persons within the bargaining unit and by establishing procedures for the resolution of disputes concerning interpretation and the application of this Agreement.

### **Section 1.2. Past Practice.**

The College is not bound by any past practice that existed prior to the date of this Agreement.

## **ARTICLE II Recognition**

### **Section 2.1. Recognition.**

The Board of Trustees recognizes the Association of Adjunct Faculty, IEA-NEA as the sole and exclusive bargaining representative for all non-tenure track Adjunct Faculty with less than full-time employment who provide six (6) hours or more credit hours of instruction per academic semester.

All other Adjunct employees are excluded from the bargaining unit, including supervisory, managerial, and confidential employees as defined by the Illinois Education Labor Relations Act.

### **Section 2.2. Fair Representation.**

The Association recognizes its responsibility as the bargaining agent and agrees to fairly represent all employees in the bargaining unit whether or not they are members of the Union.

## **ARTICLE III Adjunct Faculty Defined**

### **Section 3.1-1 Adjunct Faculty**

Appointments are for one semester or less and any hours taught under the category of Adjunct Faculty will not apply toward any permanent status with the College. Instructional assignments of Adjunct Faculty depend on sufficient enrollment which will not be verified until

registration is completed.

**Section 3.1-2. Duties and Responsibilities.**

Adjunct Faculty are directly responsible to the assigned administrative supervisor.

Duties and responsibilities are as follows:

1. To prepare for and teach classes consistent with stated course objectives and to meet all classes in accordance with the published times, create appropriate syllabi, and submit grade and attendance records by due dates.
2. To observe, support, and enforce the regulations, policies, and programs of the College.
3. To represent the College credibly with respect to any of its activities.
4. To fulfill all terms of the employment contract unless, through mutual agreement between the College and the individual, an exception is arranged.
5. To perform professional duties (i.e. conduct required student and self-assessments, complete assessment in compliance with state and accreditation guidelines, meet with students, respond to HLC and ICCB guidelines, attend mandated college/state trainings, and comply with Title IX).

**Section 3.1-3. Employment Rights and Limitations.**

Full-time teaching employees have, in addition to their classroom instruction, other teaching duties, and responsibilities that are not required of Adjunct Faculty.

Adjunct Faculty are not entitled to the same employment rights granted full-time teaching faculty, including but not limited to: right to remuneration on the same basis; right to employment beyond the date shown on the employment agreement; or right to tenure.

**Section 3.4. Evaluation Procedures.**

The procedure for the evaluation of instruction of Adjunct Faculty members covered by this Agreement is attached hereto as Appendix B and incorporated herein by reference.

**Section 3.5. Contracts.**

All contracts for Adjunct teaching assignments will be issued as soon as possible after the beginning of the semester. This contract will be for one semester only, and the College assumes no contractual obligation for subsequent employment beyond the dates indicated on the contract as issued. Adjunct Faculty contracts must be signed and returned to the office of the Vice President for Instruction within one (1) week of the issuance date. Failure to sign and return contracts within the seven-calendar-day period invalidates the contract.

**Section 3.5-1. Class Cancellation.**

If the College cancels a class, it shall compensate the instructor on a pro-rated basis for the contact hours the instructor has met the class prior to the cancellation. In addition, if the College cancels a class within two (2) weeks of the start of the course and the course is not replaced with a course of equal or greater credit hours, the College will compensate the instructor an additional \$100 per net canceled course credit hour if the instructor has never taught the course. The College shall not assume any further contractual obligation to the instructor involved.

**Section 3.5-2. Modified Instruction.**

Adjunct Faculty covered by this Agreement will be compensated at a rate not less than \$60 for each equated hour generated plus a fixed payment of \$200. The fixed payment is to be paid no later than the second (2<sup>nd</sup>) payment of the semester. Modified instruction will be offered at the discretion of administration with participation at the complete option of the Adjunct Faculty member. Payment will be determined by using ICCB guidelines for reporting the college's 10<sup>th</sup>-day enrollment. If enrollment meets or exceeds minimum enrollment requirements, Adjunct Faculty will be compensated in full.

The payment formula is as follows:

- Determining Eq. Hrs.:
  - No. of Students equivalent of the college's 10<sup>th</sup>-day enrollment report/ 14 x Course Eq. Hrs. = Eq. Hrs.
- Determining Compensation:
  - \$60 x Eq. Hrs. x No. of Students on equivalent of the college's 10<sup>th</sup> day enrollment report = + \$200 (fixed payment).



**Section 3.5-3 Substitute Instruction.**

Adjunct Faculty employed as substitutes shall be paid at the same substitute rate as full-time faculty.

In the event substitution begins prior to mid-term, and administration determines the substitution will continue through the end of the term, substitution compensation will be changed to prorated pay based upon the rate provided in Appendix A-1 unless doing so will cause the Adjunct Faculty member to exceed the maximum hours allowed in section 3.6. When this occurs, the substitute pay will continue.

**Section 3.6-1. Adjunct Teaching Load.**

Adjunct Faculty may teach no more than twelve (12) equated hours per semester. The parties acknowledge that the current guidance of the Treasury Department provides, under the Affordable Care Act, that faculty members teaching at an institution of higher education may be calculated with 2.25 hours of service for each equated credit hour, representing a combination of classroom time and time performing related tasks such as class preparation and grading of examinations, papers or student work per week for each hour of teaching or classroom time and, separately, an hour of service per week for each additional hour outside of the classroom which the faculty member spends performing duties the faculty member is assigned and required to perform, including required faculty or staff meetings or required office hours.

In the event the combination of assigned classroom time and related time together with assigned additional required non-instructional Adjunct Faculty hours of service under the current or a subsequently issued guidance of the Treasury Department would result in a Adjunct Faculty member's hours of service to be in excess of twenty-nine (29) hours for the period of ACA eligibility, Adjunct Faculty non-instructional service may be immediately reduced and adjunct faculty service may be reduced at the beginning of the next regular semester at the discretion of the College. If a Adjunct Faculty member has non-instructional service and teaching, then administration shall reduce or eliminate the non-instructional service before removing them from any instructional assignment, unless by mutual agreement.

In the event changes to the current guidance of the Treasury Department would result in an Adjunct Faculty member teaching 12 credit hours to have over twenty-nine (29) hours for the

purpose of ACA eligibility, either party is considered to invoke its right to open Article 3.6.2, Adjunct Teaching Load, for renegotiation.

**Section 3.6-2. Adjunct Faculty Office Hours.**

Adjunct Faculty members are not required to have office hours unless such service is assigned and compensated in accordance with Appendix A-1.

**Section 3.7. Class Assignments.**

When making class assignments for Adjunct Faculty, the College will consider numerous factors, tier, the needs of the College, and the past successful performance of the candidate. Tentative assignments of Adjunct Faculty shall be made by the assigned administrative supervisor. The Adjunct Faculty shall meet the tentatively scheduled class during the late registration period at the College.

**Section 3.7-1. Tier Assignment and Priority Scheduling.**

Refer to Appendix A1.

**Section 3.8. Application for Full-Time Faculty Positions.**

Adjunct Faculty may be considered for a vacant or newly created position at the College by filing an “application” for that position. The Association acknowledges that the College, through the Illinois Educational Labor Relations Act, has sole and exclusive authority and control over hiring.

**Section 3.9 Other Benefits.**

Bargaining unit members will be granted the following benefits:

1. Tuition waivers will be granted to any Adjunct Faculty at the Tier B level and above. Tuition waiver amounts will be equivalent to the assigned equated course load (i.e., an Adjunct Faculty member with an equated course load of 8 hours will receive a tuition waiver for 8 credit hours). Tuition waivers may be used by the Adjunct Faculty member or his/her immediate family. Immediate family will include spouse and dependent children, as defined in the Free Application for Federal Student Aid (FAFSA). Tuition waivers do not include applicable course fees.
2. Adjunct Faculty members will be granted sick leave hours equivalent to the assigned equated credit hours (i.e an Adjunct Faculty member with an equated course load of 8 hours will receive 8 hours of sick leave). Sick leave may be taken for personal

illness for the faculty member or immediate family as defined in item number one above. Sick leave is applicable during an individual's contractual requirements. Unused sick leave can only be used for the calculation of SURS benefits.

3. Request for military leave shall be granted in accordance with the terms of Federal or State laws.

### **Section 3.10 Required Attendance**

The College recognizes that there may be times when an Adjunct Faculty member cannot reasonably be expected to attend a required on-campus orientation, workshop, training, or informational session. In such cases, alternate arrangements may be made by the administrative supervisor in consultation with the Adjunct Faculty member.

### **Section 3.10-1. Textbooks.**

Adjunct Faculty members will be provided with the required textbook from the College for class use. These books remain the property of the College and must be returned if requested by the College.

### **Section 3.11-1. General Adjunct Office Space.**

As available office space expands, the College will first consider the needs of full-time faculty and staff and then Adjunct Faculty and staff. Office space will be assigned only upon request by the Adjunct Faculty member.

### **Section 3.11-2. Organization Office Space.**

The College will provide the Association of Adjunct Faculty with an office space on campus. Such space shall be equipped and maintained as is customary for other office space on campus.

### **Section 3.12. Compensation.**

1. Payroll will be electronically deposited into the bank account(s) of employee choice, not to exceed the limit of accounts provided for in the College's administrative system.
2. Travel compensation will be paid per College guidelines.
3. An adjunct faculty member may be eligible for a \$500 stipend for developing a new online/hybrid course or for providing a major revision to an existing online/hybrid course. The adjunct faculty member must complete a Request for Online/Hybrid Course Development or Major Revision form and gain approval by the Associate Dean of Educational Technology to receive the \$500 compensation. All online/hybrid

courses taught by adjunct faculty using College learning management software are considered to be held in joint ownership.

4. The parties have agreed to the compensation schedule attached hereto as Appendix A-1 Tier Assignment and Priority Scheduling.

#### **ARTICLE IV Management Rights**

The Board of Trustees, except as there is contained in this Agreement an express provision which, properly interpreted, specifically surrenders, curtails, or limits the rights or discretion of the Board of Trustees, all rights, functions, and prerogatives of the Board of Trustees formerly exercised or which was exercisable by the Board remains exclusively in the Board, including but not limited to:

1. Plan, direct, control and determine all of the operations and services of the College;
2. Determine the College budget and budgetary priorities;
3. Supervise and direct the work force;
4. Establish and amend qualifications for employment, job descriptions, and to employ employees;
5. To lay-off employees;
6. To schedule work and assign work;
7. To assign overtime;
8. To determine the methods, means, organizations, and number of personnel by which operations are conducted; and to further maintain the efficiency of its governmental responsibilities;
9. To determine whether goods or services shall be made or purchased, including the right to contract with external entities for such goods or services;
10. To make, alter, enforce reasonable rules, regulations, orders, and policies;
11. To evaluate employees;
12. To discipline, suspend and discharge employees for just cause;
13. To change or eliminate the existing methods, equipment or facilities;
14. To require an employee to submit to a drug test or alcohol test in accordance with a drug and alcohol policy established by the College, when there is a reasonable suspicion that the employee is under the influence of drugs or alcohol during

working hours;

15. To take whatever action as may be necessary in situations of emergency, and to carry out the missions of the College.

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, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms hereof are in conformance with the constitution and the laws of the State of Illinois and the constitution and the laws of the United States.

#### **Section 4.1. Return to Work.**

In an effort to protect the College from the liability for the employment of an “affected annuitant” under the “Return to Work Act”, the following shall apply:

- 1) Adjunct Faculty receiving a retirement annuity from SURS may not be employed during the same semester by any other SURS entity.
- 2) Adjunct Faculty, whether or not the Adjunct Faculty member is receiving a retirement annuity from SURS may not be employed in more than one (1) division of John A. Logan College. (Example: An Adjunct Faculty member may not be employed in the Workforce Education program while being employed that same semester teaching a course for the Instructional Division.)
- 3) “Affected Annuitants” will not be employed.
  - a) As defined under the Illinois Public Act 97-0968, “Return to Work Act”, any annuitant determined to be an “affected annuitant” will not be employed or re-employed for any academic year for which they are considered to be an affected annuitant unless s/he suspends his/her pension(s) as necessary to remove the liability from the College for repayment under the act.
  - b) The annuitant must provide an accurate history of employment and must disclose in writing to the College if they are considered to be or expect to become an affected annuitant. This disclosure will be required both when applying for initial employment and annually when seeking re-employment each academic year.
  - c) Per Illinois Public Act 97-0968, there is a safe harbor ceiling of \$10,000 per year, and if the annuitant (retiree) receives less than \$10,000 per year in pension payments, the

retiree will not be an affected annuitant by definition. If Illinois Public Act 97-0968 is eliminated from law this section is null and void. If it is modified, both parties understand the modifications will govern the employment relationship.

## **ARTICLE V Association Rights**

### **Section 5.1. Access to Workplace.**

Authorized union representatives shall have reasonable access to the workplace where employees covered by this contract perform their assigned work in order to insure compliance with the Agreement, but such access shall not interfere with the employees' job duties or the operation of the College.

### **Section 5.2. Use of Facilities.**

The College will provide a space for a suitable sized bulletin board to be provided by the Association in a mutually agreeable location for the posting of Association information. The care and supervision of such bulletin board shall be the sole responsibility of the Association. The College will provide the Association of Adjunct Faculty with an office space on campus. Such space shall be equipped and maintained as is customary for other office space on campus.

The Association shall be allowed access to College reprographic services, telephone system, and e-mail system for the purpose of conducting Association business.

### **Section 5.3. Preparation and Printing of Contract.**

Within a reasonable period of time after this Agreement is signed, copies of this Agreement shall be made available in electronic and/or hard copy at the expense of the College and be presented to the Association for distribution to each Association member now or hereafter employed. In addition, the College will provide one copy of the Agreement without charge to the Association.

### **Section 5.4. Board Policy.**

The College will provide the President of the Association with access to Board Policy and Administrative Procedures via the College's intranet site. In addition, the College will notify the Association President of any changes in existing policies within a reasonable period of time after their adoption.

**Section 5.5. Payroll Deduction.**

1. The College shall deduct dues from each individual employee's paycheck and transmit the collected amount to the union.
2. Proper authorization for membership payroll deduction shall be the signature of the employee on the authorization form prepared by the Association and submitted to the Director of Compensation and Benefit Services. Such authorization shall remain in effect unless the employee cancels such authorization by written notice to the Director of Compensation and Benefit Services.
3. Association dues deduction shall be submitted to the Director of Compensation and Benefit Services by October 28 for the first-semester deduction in November and December and March 28 for second-semester deduction in April and May. At the time of submission, the Association shall certify the dollar amount to be deducted from the employee paycheck for the months indicated.

**Section 5.6. Association at Orientation.**

The Association shall have 15 minutes to speak at Adjunct Faculty orientation at the start of the academic year.

**ARTICLE VI Non-Discrimination**

**Section 6.1. No Retaliation or Reprisal.**

Under no circumstances will the College use as a consideration in making appointments, an Adjunct Faculty member's participation or refusal to participate in Union activities. Further, the College will not deny an Adjunct Faculty member an opportunity to be considered for a full-time position, or re-employment to an adjunct appointment, because of his/her activity with the Association.

**Section 6.2. Prohibition Against Discrimination.**

The College and the Association agree not to discriminate against any employee on the basis of race, sex, creed, national origin, color, age, mental or physical disability unrelated to ability to perform work, or where a qualified individual with a disability can be reasonably accommodated without creating undue hardship, marital or parental status, political affiliations or beliefs, or less than honorable discharge from the military service. Any internal claim of discrimination shall be considered and resolved pursuant to Board Policy as it presently exists or

as amended in the future exclusively by the Board of Trustees. Nothing herein shall be construed to limit an employee's right to use federal or state discrimination laws to protect their rights to be free of such discrimination.

**Section 6.3. Union Activity.**

Both the College and the Association agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Illinois law related to labor relations, or by this Agreement, or on the account of membership or non-membership in, or lawful activities on behalf of the Union.

**Section 6.4. Equal Employment.**

Both parties recognize the need to comply with the federal and state employment laws.

**ARTICLE VII Discipline**

**Section 7.1. Retention of Rights.**

Except as stated in this Article, the College, as a part of its management's rights under Article III, retains the right to discipline, suspend and discharge employees for just cause. The College will not terminate an employee's teaching contract during its term without cause, and such action shall be subject to the parties' grievance procedure.

**Section 7.2. Presence of Association Officer.**

When an employee is required to appear before an administrator, supervisor, college committee, or Board of Trustees, concerning a matter for which the employee could be disciplined, she/he shall be entitled to have an officer of the local bargaining unit present to advise and/or represent him/her during such meeting.

In case of an oral reprimand, the supervisor must inform the employee that he/she is receiving an oral reprimand. The employee shall also be given reasons for such discipline.

**Section 7.3. Suspension Pending Investigation.**

The College may immediately suspend an employee with or without pay pending the completion of investigation. In the event an employee is suspended without pay, pending investigation, and should the investigation or later grievance prove the employee innocent of the allegations, then he/she shall be compensated for any lost wages, and/or benefits, while on suspension. Any investigation while the employee is suspended shall proceed as quickly as



reasonably possible, considering the complexity of the issues and the availability of information.

**Section 7.4. Suspension Pending Investigation.**

If the College has reason to discipline an employee, it shall be done in a manner that will minimize the embarrassment to an employee, and under normal circumstances, should not occur before other employees or the public.

**Section 7.5. Notification of Disciplinary Action.**

It is intended by this Agreement that the College shall have the right to implement appropriate disciplinary measures depending upon the nature, and/or frequency of the offense, and may include oral warnings, written warnings, suspensions, and discharges. In the event disciplinary action against the employee other than issuance of an oral warning, the College will, within a reasonable period of time, furnish the employee with a clear and concise statement of the reasons for the action. The measure of discipline and the statement of reasons may be modified, in cases involving suspension pending discharge, after the investigation of the total facts and circumstances.

**ARTICLE VIII Personnel Files**

**Section 8.1. Employee Review.**

Employees and/or their union representative, if authorized by the employee, shall have the right, upon request, to review the contents of their personnel file(s) pursuant to the Illinois Employees Records Act.

**Section 8.2. Employee Notification.**

A copy of any disciplinary action or material related to employee performance, which is placed in the personnel file shall be served upon the employee (the employee so noting receipt).

**Section 8.3. Non-Job Related.**

Detrimental information concerning non-merit factors not related to performance of job duties shall not be placed in an employee's personnel file.

**Section 8.4. Employee Response.**

If the employee disagrees with any information contained in her/his personnel record, a removal or correction of that information may be mutually agreed upon by the College and the

employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The College shall attach the employee's statement to the disputed portion of the personnel record. The employee's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the College shall not imply or create a presumption of the College's agreement with its content.

**Section 8.5. Disclosure of Disciplinary Actions.**

The College shall not divulge a disciplinary report, letter of reprimand, or other disciplinary action to a third party, to a party who is not a part of the College's organization, or to a party who is not a part of the Association representing the employee, without written notice.

The requirement for providing notice shall not apply if:

1. The employee has specifically waived written notice as part of a written, signed employment application with another potential employer.
2. Disclosure is ordered to a party in a legal action or arbitration.
3. Information is requested by a government agency as a result of a claim or complaint by an employee, or as a result of a criminal investigation.

**ARTICLE IX Grievance Procedure**

**Section 9.1. Grievance.**

- A. A grievance is defined as any difference, complaint, or dispute between the College and the Association or any employee regarding the application, meaning or interpretation of this Agreement.
- B. Grievances may be processed by the Association on behalf of an employee or on behalf of a group of employees or itself setting forth the name(s) or group(s) or the employee(s). The Association may have the grievant or one grievant representing group grievance present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employee within that group.

**Section 9.2. General Requirement.**

- A. All grievances must be initiated no later than thirty (30) calendar days from the date the grievant became aware of the occurrence giving rise to the complaint. Waiver of the thirty (30) day requirement, at any time, by the College, shall not be considered the establishment of a past practice for any future grievances. Knowledge of the occurrence by the affected employee, or Union representative, is considered knowledge by the Association.
- B. Any grievance beyond Step I. must be in writing, on a form approved by the College, and shall include the following:
  - 1. The date of the alleged violation and the date when Step I. was exercised.
  - 2. Statement of facts upon which the grievance is based.
  - 3. The provision(s) of the Agreement violated.
  - 4. The remedy requested.
  - 5. Initial list of persons known at the time the grievance is filed who have direct knowledge of the facts giving rise to the grievance. Unintentional mistakes made on the written grievance form shall not be deemed a waiver of the right to grieve the alleged occurrence.
- C. The time at any point throughout the Grievance procedure for filing a grievance, appeal to the next higher step, or any response/decision may be extended by mutual agreement of the parties.
- D. Any waiver by the College of the content requirements of a written grievance shall not be considered the establishment of a past practice for future grievances.
- E. Nothing in this Agreement prevents an employee from presenting a grievance to the College and have the grievance heard and settled without intervention of the Union; provided that the Union is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of any agreement in effect between the College and the Union.

### **Section 9.3. Grievance Steps.**

#### **Step I. Immediate Supervisor**

An employee shall first present any such matters to the immediate supervisor. This must be done within thirty (30) calendar days from the date that the grievant became aware of the occurrence giving rise to the complaint. The immediate supervisor must render his/her decision on the matter within fifteen (15) calendar days after the grievance is presented. In those circumstances where oral discussion with the first level supervisor who is physically not available would have adversely effected a timely submittal of the grievance, the grievance will be submitted to the second level without such discussion.

#### **Step II. Vice-President**

An employee shall next present any such matters to the vice president of instruction. This must be done within thirty (30) calendar days from the date that the grievant became aware of the occurrence giving rise to the complaint. The vice president for instruction must render his/her decision on the matter within fifteen (15) calendar days after the grievance is presented. In those circumstances where oral discussion with the first level supervisor who is physically not available would have adversely effected a timely submittal of the grievance, the grievance will be submitted to the second level without such discussion.

#### **Step III. President**

If the grievance still exists after exercising Step II, the employee may submit the grievance in writing to the President of the College. This must be done within fifteen (15) calendar days after receipt of the Step II. response or after Step II. is due, whichever is earliest. The President shall review the facts and render his/her decision in writing to the employee within fifteen (15) calendar days after receipt of the grievance. The President may, if he/she so chooses to do so, have a meeting with the grievant/Association to review the facts if he/she has determined that a meeting is necessary in order to render an appropriate decision. In the event a meeting takes place with the President, a written

decision shall be provided within fifteen (15) calendar days of that meeting.

#### Step IV. Board of Trustees

If the grievance is still unresolved, it may be presented by the Association and/or employee to the Board of Trustees in writing within fifteen (15) calendar days after receipt of the Step III. response or after Step III. is due, whichever is earliest. If the Board of Trustees, at its discretion, decides to review the grievance, the Board shall give its written answer within twenty-five (25) working days following the next regular Board meeting after the grievance has been submitted to the Secretary of the Board. The Board of Trustees, at its option, may call for a meeting with the grievant to review the facts, and then under those conditions, its decision shall be issued in writing to the employee and the Association within twenty-five (25) working days after the meeting.

#### Step V. Arbitration

- A. If the Association or the grievant is not satisfied with the disposition of the grievance at Step IV, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association which shall act as administrator of the proceedings; such submission must occur within fifteen (15) calendar days of the Board of Trustees written decision, or within fifteen (15) calendar days that the written decision is due, whichever is earliest. By mutual agreement, the parties may request the Expedited Rules of the American Arbitration Association be used instead of the Voluntary Labor Arbitration Rules.
- B. The College and the Association agree to attempt to arrive at a joint stipulation of facts and issues as outlined for the purpose of submission to the arbitrator.
- C. The arbitrator shall neither amend, modify, nullify, ignore, add, nor subtract from the provisions of this Agreement.
- D. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement.
- E. The decision and award of the arbitrator shall be final and binding on the College, the

Association and the employee or employees involved, except that either party is entitled to file an appeal pursuant to law.

- F. If either party desires verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of the same.

**Section 9.4. Advance Grievance Step.**

Certain issues which by nature are not capable of being settled at a preliminary step of the Grievance procedure may be filed at the appropriate advanced step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate College representative at the step where it is desired to initiate the grievance.

**Section 9.5. No Reprisals.**

No reprisals shall be taken by the College or the Association against any employee because of the employee's participation or refusal to participate in a grievance.

**Section 9.6. Withdrawal of Grievance.**

A grievance may be withdrawn any time prior to the completion of Step II without establishing precedent and will be deemed as to never having been filed.

**Section 9.7. Filing of Materials.**

All records related to a grievance shall be filed separately from the personnel files of the participants.

**Section 9.8. Released Time.**

If any investigatory proceedings should require that an employee or an Association Representative be present, said employee will be released from her/his regular assignment; the employee and/or Association representative shall be released without loss of pay or benefits for the length of that meeting.

**Section 9.9. Association Participation – Employee Represented.**

The College acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

**Section 9.10. Association Participation – Employee Not Represented.**

When an employee is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any formal stage of the grievance procedure. Any settlement reached when a member of the bargaining unit is not represented by the Association shall be consistent with the terms and conditions of the collective bargaining agreement and Board Policy. Within ten (10) days of any settlement, the President of the Association will be furnished, in writing, all of the terms and conditions of the settlement. All complaints or grievances relating to alleged acts of discrimination/equal opportunity shall be resolved through Board Policy 3511.

**ARTICLE X Grant Funded Employees**

Application of Agreement to Grant-Funded Employees. Notwithstanding anything in this Agreement, all terms of this Agreement and any and all terms and conditions of employment for bargaining unit employees whose compensation is funded by grant funds or whose compensation is funded by contract with an outside organization, agency and/or company shall be subject to and controlled by the terms of the grant or contract. In the event the terms of the grant or contract, or such written or oral conditions, instructions or directives, permit but not required, more favorable terms and conditions of employment than are provided for in this Agreement, the terms of this Agreement shall apply.

**ARTICLE XI Academic Freedom**

Adjunct Faculty members shall meet generally accepted standards of professional conduct. Members shall be free to present instructional materials which are pertinent to the subject and level taught. Departmental practice may require that Adjunct Faculty either use a text chosen by the full-time faculty member of the department or a primary text to be chosen from a designated list. Thus, while the selection of a primary text may in some cases be limited, it is understood that supplementary materials of the Adjunct Faculty member's choosing may be incorporated into the required reading of the course. In all cases, while the Adjunct Faculty is entitled to freedom in the classroom in presenting instructional materials, he/she shall not introduce into instruction controversial matters which have no relation to the subject.

Academic Freedom is defined in the following Statement of Principles:

A. The Adjunct Faculty member is entitled to full freedom in research and in the

publication of the results, subject to the adequate performance of his/her other duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution, if such research involves the use of College resources, including data collected during the course of providing instruction.

B. The Adjunct Faculty member is a citizen, a member of a learned profession, and while in College employ, a member of the 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 person of learning and as a member of the educational community, he/she should remember that the public may judge 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 opinion of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

C. Unless specifically authorized, Adjunct Faculty members may not act or speak on behalf of the College.

#### **ARTICLE XII Termination**

This Agreement shall be effective as of this day of August 14, 2019, and shall remain in full force and effect until the 30<sup>th</sup> day of June 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall, unless mutually agreed otherwise, begin no later than sixty (60) days prior to the anniversary date.

#### **ARTICLE XIII Savings Clause**

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the Board by federal or state law, such legal



obligations or affirmative action requirements thus imposed shall be controlling.

#### **ARTICLE XIV Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and the Association. Both parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals upon the other party. All understanding and agreements arrived at after the exercise of this right and opportunity are set forth in this Agreement. Subject matters not referred to in this Agreement or statutes applicable to matters covered by this Agreement shall not be considered as part of the Agreement and remain exclusive Board and/or Administration prerogatives.

#### **ARTICLE XV No Strike No Lock Out**

##### **Section 15.1. No Strike.**

Neither the Union, nor any officers, agents or employees will instigate, promote, sponsor, engage in nor condone any strike, sympathy strike, secondary boycott, slow down, speed up, sit down, concerted stoppage of work, concerted refusal to perform overtime, as absenteeism, or any other intentional interruption or disruption of the operation of the College, regardless of the reason for so doing, including refusal to cross a picket line in the line of duty.

##### **Section 15.2. No Lock Out.**

The College will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

#### **ARTICLE XVI Effect of the Agreement**

##### **Section 16.1. Contract v. Board Policy.**

The specific terms of this agreement shall supersede and have precedence over any rules, regulations, or practices of the employer, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the College.

##### **Section 16.2. Bargaining Notification.**

The parties shall commence bargaining for a successor agreement as per the Illinois Educational Labor Relations Act and its Rules and Regulations.

**Section 16.3. Contractual Amendments.**

The parties may modify or amend this Agreement only by mutual consent or through mid-term bargaining rights. Such changes shall be reduced to writing, ratified and signed by the parties and become an amendment to this Agreement and considered part of this Agreement.

For the Association

By: Michelle Howerton-Vargo  
Association President

By: Marsha Perloff Mcintosh  
Association Vice-President

By: [Signature]  
Association Secretary

By: [Signature]  
Association Treasurer

For the Board

By: [Signature]  
Board Chair

By: Ron House  
College President

Date: 9/24/19

## Appendix A-1 Tier Assignment and Priority Scheduling

**Tier Assignment and Priority Scheduling**

	Hours (*Years)	Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023
Tier A	0-30 hrs (1 yr)	\$735	\$755	\$775	\$795	\$815
Tier B	31-90 hrs (3 yrs)	\$755	\$775	\$795	\$815	\$835
Tier C	91-150 hrs (5 yrs)	\$775	\$795	\$815	\$835	\$855
Tier D	151-210 hrs (7 yrs)	\$795	\$815	\$835	\$855	\$875
Tier E	211-300 hrs (10 yrs)	\$815	\$835	\$855	\$875	\$895
Tier F	301+ (10+ yrs)	\$835	\$855	\$875	\$895	\$915

\*Years are calculated at 30 hrs (12hrs FL + 12hrs SP + 6hrs SM = 30 hrs/yr)

Tier assignment will be updated following the spring semester of every year. Assignment to a higher tier, if necessary, will take effect fall semester of that same year (i.e., the fall 2018 tier list would include Su 2017, Fl 2017, and Sp 2018). Accumulated hours shall include summer course hours (i.e., the fall 2018 tier list would include Su 2017, FL 2017, and Sp 2018).

Priority scheduling will be determined by hours served as Adjunct Faculty. To be eligible for priority scheduling, the Adjunct Faculty member must complete the John A. Logan College Adjunct Faculty Teaching Request form and submit the form to the appropriate administrative supervisor notifying the College of his/her desire to teach in the upcoming semester at a date specified by the college. The Teaching Request form must be received by the specified date. Receipt after this date will eliminate priority scheduling.

Any Adjunct Faculty member in tier E or F with positive student and administrative evaluations shall be given priority scheduling over Adjunct Faculty members in lower tiers.

- Tier F will have priority over all other tiers for the maximum (12) hours per semester.
- Tier E will have priority scheduling over tiers A through D (but are not

- limited to) nine (9) hours per semester.
- o Tiers A through D may be assigned the maximum hours per semester, but are not entitled to priority scheduling.

All former full-time faculty will be compensated at Tier F but must accumulate hours as Adjunct Faculty in order to advance in priority scheduling, beginning with Teir A.

Once a course is assigned, there will be no bumping unless a full time faculty member should assume a course originally assigned to an adjunct faculty member in Tier E or F, the adjunct faculty member will have an option to be offered the assignment of the lowest tiered adjunct faculty from Tier A or B to bring his or her class hours back to the original assignment level. It is at the discretion of the administrative supervisor to make changes.

All non-instructional service (those not listed in section 3.1-2) shall be compensated at \$20.00 an hour.

## Appendix A-2 – Pay Periods

### PAY PERIODS

The compensation of Adjunct Faculty members will be paid out in five equal installments during fall and spring semester. Summer compensation are paid in two equal installments.

FALL SEMESTER	SPRING SEMESTER	SUMMER SEMESTER
09-07	02-07	07-07
10-07	03-07	08-07
11-07	04-07	
12-07	05-07	
01-07	06-07	

Prior to the Adjunct Faculty members' payroll information being submitted to the Business Office, it is the responsibility of the Adjunct Faculty member to have all required information on file in the Office of the Vice-president for Instruction.

The first (1st) pay of each semester will include only compensation for courses which are not at risk of cancellation and for which all documentation has been submitted.

The final paycheck for any semester may be held by the Vice-president for Instruction's office if all required information/assignments of the Adjunct Faculty member have not been completed.

## **Appendix B- Process for Evaluating Adjunct Faculty**

### **A. Administrative Evaluation of Instruction**

1. All new Adjunct Faculty will be evaluated during their first semester of teaching at John A. Logan College by the supervisory administrator or his/her designee.
2. Adjunct Faculty members will be evaluated for two consecutive semesters. If the faculty member receives two positive evaluations, he/she will then proceed to be evaluated every three years.
  - a. An Adjunct Faculty member who receives an unsatisfactory evaluation at any time will continue to be evaluated each semester until he/she receives two consecutive positive evaluations. He/she will then proceed to be evaluated every three years.
3. Adjunct Faculty members may be evaluated at any time without advance notice by the supervisory administrator or his/her designee.
4. The evaluation process shall consist of an administrative observation/evaluation of at least one full class session, an instructor's self-assessment, and student assessments (opinions) of the class session taught by the instructor each semester. A summary assessment session with the instructor and supervisory administrator will conclude the evaluation process. If corrective action or improvements are indicated, they shall be specified in writing, and a plan for remedy shall be outlined.
5. The original copies of the administrative assessment and the summary assessment forms shall be signed by the instructor and the designated college officials. The original will be provided to the instructor, and a copy will be placed in the instructor's personnel file.

### **B. Reoccurring Student Evaluation of Instructor**

1. Student opinion of instruction forms are to be completed for one class of the instructor's choice per semester of instruction, excluding summer session and returned as directed to the appropriate administrative supervisor.

### **C. Hybrid/Online Course Evaluation**

1. Adjunct Faculty teaching online courses will be evaluated by the Online Assessment Team (OAT) on a regular basis as determined by the OAT. The OAT

will complete a report, which will be shared with the course instructor, Department Chair, and the appropriate administrative supervisor. This online evaluation shall be considered in the overall evaluation process of adjunct faculty.