

DOCUMENT RESUME

ED 296 746

JC 870 510

TITLE Selected Collective Bargaining Agreements of Illinois Two-Year Colleges.
INSTITUTION National Education Association, Washington, D.C.
PUB DATE [87]
NOTE 1,381p.
PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF11/PC56 Plus Postage.
DESCRIPTORS *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; Department Heads; *Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Job Layoff; Leaves of Absence; *Personnel Policy; Released Time; Teacher Dismissal; Teacher Retirement; Teacher Salaries; Tenure; Two Year Colleges; Unions
IDENTIFIERS *Illinois; National Education Association; *NEA Contracts

ABSTRACT Collective bargaining agreements of 22 selected Illinois two-year colleges are presented, representing contracts in effect in 1988. Contracts for the following colleges are included: Belleville Area College, Black Hawk College, Carl Sandburg College, College of Lake County, Cook County College, Highland Community College, Illinois Central College, John A. Logan College, Joliet Junior College, Lake Land College, Lewis & Clark Community College, McHenry County College, Moraine Valley Community College, Morton College, Oakton Community College, Prairie State College, Sauk Valley Community College, Southeastern Illinois College, Spoon River College, Triton College, Waubensee Community College, and William Rainey Harper College. With some variation in terms of coverage and detail, the agreements deal with unit recognition and rights, employer rights and responsibilities, faculty rights, hours and working conditions, salary and fringe benefits, paid and unpaid leaves of absence, grievance procedures, faculty evaluation, and the scope, effect and term of the agreement. Salary schedules are included in all of the agreements. (BCY)

 * Reproductions supplied by EDRS are the best that can be made *
 * from the original document. *

ED 296746

SELECTED COLLECTIVE BARGAINING AGREEMENTS
OF ILLINOIS TWO-YEAR COLLEGES

Collected by:
The National Education Association
Washington, D.C.

870 510

"PERMISSION TO REPRODUCE THIS
MATERIAL HAS BEEN GRANTED BY

S. Edgar

TO THE EDUCATIONAL RESOURCES
INFORMATION CENTER (ERIC)."

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
EDUCATIONAL RESOURCES INFORMATION
CENTER (ERIC)

This document has been reproduced as
received from the person or organization
originating it
 Minor changes have been made to improve
reproduction quality

• Points of view or opinions stated in this docu-
ment do not necessarily represent official
OERI position or policy

**Belleville Area College
Memorandum of Understanding
1986 - 1987**

(IL)
2yr

Belleville Area College

Belleville Granite City Red Bud

TABLE OF CONTENTS

	page
STATEMENT OF BOARD RIGHTS.....	1
ARTICLE I - Recognition and Definitions.....	3
Section 1.1. Recognition and Appropriate Bargaining Unit.....	3
Section 1.2. Benefits to Part-Time Faculty Members.....	3
Section 1.3. Academic Year	3
Section 1.4. Class Periods.....	4
Section 1.5. Definitions	4
ARTICLE II - Non-Interruption of Services.....	5
Section 2.1. Prohibited Activity.....	5
Section 2.2. Cooperation to End Any Breach.....	5
Section 2.3. No Lockout.....	5
ARTICLE III - Service and Work Load Standards.....	6
Section 3.1. Standard Load and Overload.....	6
Section 3.2. Equated Hours.....	10
Section 3.3. Service and Work Load Standards for Counselors.....	13
Section 3.4. Service Work Load for Librarians.....	13
Section 3.5. Day Overload.....	14
Section 3.6. Office Hours.....	14
Section 3.7. Assignment of Extension Centers.....	15
Section 3.8. Failure of Class to Materialize.....	15
Section 3.9. Compensation for Substitute Teaching.....	16
Section 3.10. Term of Contracts.....	16
Section 3.11. Maximum Class Size.....	16
Section 3.12. Recognition of Faculty Responsibility.....	17
Section 3.13. Experimental Classes.....	17
Section 3.14. Telecourses	17
ARTICLE IV - Assignments.....	19
Section 4.1. Advertising of Positions.....	19
Section 4.2. Coordinators.....	19
Section 4.3. Assignment to Department or Program.....	19
Section 4.4. Evening Assignments.....	19
Section 4.5. Consultation Before Assignment.....	20
Section 4.6. Student Activities.....	21

The Board of Trustees of Belleville Area College, District #522, and the Belleville Area College Chapter of the AAUP affiliated with the AFT agree as follows for the period 1986-87.

	page
ARTICLE V - Leaves of Absence.....	22
Section 5.1. Sabbatical Leave.....	22
Section 5.2. Extended Leaves Without Pay.....	22
Section 5.3. Military Service Leaves.....	23
Section 5.4. Teacher Exchange Leaves.....	23
Section 5.5. Sick Leaves.....	24
Section 5.6. Special Leaves.....	25
Section 5.7. Substantiation of Sick Leave.....	26
ARTICLE VI - Grievance Procedure.....	27
Section 6.1. Definition.....	27
Section 6.2. Procedure.....	27
Section 6.3. Arbitration.....	28
Section 6.4. Authority of Arbitrator.....	28
Section 6.5. Expense of Arbitration.....	29
Section 6.6. Time Limit for Finding.....	29
ARTICLE VII - Compensation.....	31
Section 7.1. Salary Schedule.....	31
Section 7.2. Placement of Faculty Members on Salary Schedule.....	31
Section 7.3. Pay Plans.....	32
Section 7.4. Summer Salary.....	33
Section 7.5. Length of Summer Term.....	33
Section 7.6. Longevity Payment.....	33
Section 7.7. Evening Reimbursement.....	34
ARTICLE VIII - Fringe Benefits.....	37
Section 8.1. Life Insurance.....	37
Section 8.2. Hospitalization.....	37
Section 8.3. Maintenance of Coverage in the Event of Death.....	38
Section 8.4. Legal Assistance.....	38
Section 8.5. Long-Term Disability Income Maintenance Program.....	38
Section 8.6. Academic Regalia.....	38
Section 8.7. Retirement Overload.....	38
Section 8.8. Retirement Insurance.....	39

	page
Section 8.9 Dependent Tuition.....	39
Section 8.10 Vacations.....	40
ARTICLE IX - Fair Share.....	41
Section 9.1. Fair Share Fee.....	41
Section 9.2. Indemnification.....	42
ARTICLE X - Seniority.....	43
Section 10.1. Definition.....	43
Section 10.2. Standard Load Assignment Procedure.....	43
Section 10.3. Overload and Summer Assignments.....	43
Section 10.4. Summer Load.....	43
Section 10.5. Right to Assignments at Granite City and Red Bud.....	44
Section 10.6. Office Moves.....	44
ARTICLE XI - Retraining.....	46
ARTICLE XII - Savings.....	50
ARTICLE XIII - Entire Agreement.....	51
Section 13.1. Entire Agreement.....	51
Section 13.2. Waiver.....	51
ARTICLE XIV - Gender of Words.....	53
ARTICLE XV - Term of Agreement.....	54
APPENDICES	
Appendix A.....	35
Appendix B.....	36

STATEMENT OF BOARD RIGHTS

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the College District including but not limited to the responsibilities for and the right:

1. To maintain executive management and administrative control of the College District and its properties and facilities and the professional staff;
2. To hire all employees and, subject to the provisions of the law and of this Agreement, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
3. To establish 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;
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction;
5. To determine class schedules, non-classroom assignments, the hours of instruction, and the professional duties, responsibilities and assignments of those in the bargaining unit.

It is recognized that the Board normally exercises most of its powers, rights, authorities, duties and responsibilities

through members of the administrative staff.

Except as stated herein, the Board shall not be limited in the exercise of the foregoing powers, rights, authorities, duties and responsibilities nor limited on any right granted the Board by law.

ARTICLE I

RECOGNITION AND DEFINITIONS

Section 1.1. Recognition and Appropriate Bargaining Unit.

The Board recognizes the Belleville Area College Chapter of the AAUP/AFT as the sole and exclusive bargaining agent for the bargaining unit consisting of the full-time faculty employed by Public Community College District #522 (Belleville Area College): instructors, librarians, counselors and coordinators. Recognition is accorded pursuant to the Illinois Educational Labor Relations Act, which shall also govern the terms of this Agreement.

Section 1.2. Benefits to Part-time Faculty Members.

Those part-time faculty members who were on March 14, 1984 three-fifths or four-fifths faculty members shall continue to be eligible for prorated sick leave, full hospitalization and disability, placement on the salary schedule on a prorated basis, and no other benefits. Other part-time faculty members employed by the College on or after March 15, 1984 are not subject to the terms of this Agreement, regardless of the percentage of the standard load that they may carry.

Section 1.3. Academic Year. The Academic year begins with the first date on the fall calendar and ends on graduation day. The academic year shall not exceed 40 calendar weeks. All portions of this document, unless specifically indicated, apply only to the academic year.

Section 1.4. Class Periods. Class periods are regularly 50 minutes of student-teacher contact. Classes are scheduled by the Vice Chancellor of Instruction following consultation with the Deans. Laboratory and studio hours' length and time are to be determined by the Vice Chancellor of Instruction following consultation with the appropriate Dean.

Section 1.5 Definitions. For the purpose of this Agreement, "full-time faculty" shall be defined as instructors who teach a minimum of twenty-eight (28) to thirty-two (32) equated hours per academic year, librarians who work a forty (40) clock hour workweek (in accordance with Section 3.4), counselors who work a forty (40) clock hour workweek (in accordance with Section 3.3), and coordinators and other faculty members whose combined teaching load and released time equals a minimum of twenty-eight (28) to thirty-two (32) equated hours per academic year. A leave of absence shall not affect the full-time faculty status of a faculty member who is a full-time faculty member as of the commencement of the leave of absence, except as and to the extent provided in Article.V of this Agreement.

The terms "lecture hour", "lecture and recitation hour", "laboratory hour", "clinical experience", "supervised interns", and "individual stations" shall be defined in accordance with established College policy.

ARTICLE II

Non-Interruption of Services

Section 2.1. Prohibited Activity. During the term of this Agreement and in return for the terms and conditions set forth in this Agreement, neither the AAUP/AFT Chapter nor any faculty member covered by this Agreement shall instigate, promote, support, engage in, or condone any strike (including sympathy strike), picketing, slowdown, concerted stoppage of work or any other similar intentional concerted interruption of operations at Belleville Area College.

Section 2.2 Cooperation to End Any Breach. Both the Board and the AAUP/AFT Chapter recognize the serious detriment to the paramount interests of the public and the students of Belleville Area College which would result from a violation of the noninterruption of services provisions of this Agreement, and, accordingly, there shall be cooperation between the parties to immediately end any such activity.

Section 2.3. No Lockout. During the terms of this Agreement, the Board will not lockout any faculty member covered by this Agreement as a result of a labor dispute.

ARTICLE III

SERVICES AND WORK LOAD STANDARDS

Section 3.1. Standard Load and Overload. The standard full-time faculty load shall be no more than 32 equated semester hours nor less than 28 equated semester hours per academic year. The total overload shall not exceed 9.5 equated hours per academic year. The limit on overload shall not apply to substitute teaching. The following guidelines to be observed:

1. If an overload assignment is necessary, it should not exceed either:
 - a. One course section in which the credit hour value does not exceed five semester hours per semester, or,
 - b. If more than one course section, the combined credit hour value shall not exceed three semester hours per semester.
2. For the purposes of overload and summer session compensation, laboratory and studio contact hours will be equated to semester hours area by area as follows:

Equating Teaching Loads in the Science Area

1. For equated hours, the following shall be used in computation:
 - Each lecture and recitation hour shall count 1.
 - Each laboratory hour shall be equated at 0.8.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Electronics Area

1. For equated hours, the following shall be used in computation:
 - Each lecture hour shall count 1.
 - Each laboratory hour shall be equated at 0.8.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Physical Education Area

For equated hours, the following shall be used in computation:

Each contact hour shall be equated at 0.8.

Equating Teaching Loads in the Drafting Area

1. For equated hours, the following shall be used in computation:

Each lecture hour shall count 1.

Each laboratory hour shall be equated at 0.8.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Art Area

1. For equated hours, the following shall be used in computation:

Each lecture hour and studio-lecture hour shall count 1.

Each laboratory hour shall be equated at 0.8.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Mathematics, Social Science, Language, and Business Area

1. For equated hours, the following shall be used in computation:

Each lecture hour shall count 1.

Each laboratory hour shall be equated at 0.8.

2. Supervised intern in Marketing and Mid-Management shall be equated at 0.2 per student. Supervised off-campus interns in data processing shall be equated at 0.2 per student.

Equating Teaching Loads in the Aviation Technology Area

For equated hours, the following shall be used in computation:

Each contact hour shall be equated at 0.4 in aviation maintenance, pilot training, and avionics.

The Base contract for Aviation faculty shall be placed on a 12-month schedule.

Equating Teaching Load in the English Area

1. For equated hours, the following shall be used in computation:

Each lecture hour in composition (including rhetoric, remedial and technical writing courses, journalism, and GED) shall be equated at 1 1/3.

All other lecture hours shall count one each.

2. Maximum class size shall be 20 students for all remedial courses, including communications and reading laboratories and courses numbered 100 and under, 25 students for composition and journalism courses numbered 101 and above, 40 students for all other courses taught by the Department, and the maximum for Literature 115 (Contemporary Film) shall be 50 students.
3. Should an English instructor be required to have more than three different preparations, then the total equated hours shall be multiplied by 1.3 to determine the actual equated load.

Equating Teaching Loads in the Health Related Occupations and Nursing Education Programs

For equated hours, the following shall be used in computation:

Each lecture shall count as 1.

Each laboratory hour shall be equated according to the following:

Nursing.....one to one

All other Health Related Occupations:

Radiologic Technology 100 & 110.....	0.8
Radiologic Technology 151.....	0.6
Radiologic Technology 231, 241, & 242.....	0.4
Radiologic Technology 298 & 299.....	0.25
Physical Therapy Assistant.....	0.8
Medical Laboratory Technician	0.8

Clinical experience shall be equated according to the following:

Medical Assistant 280.....	0.25
Radiologic Technology 160 & 260.....	0.25
Medical Laboratory 245 & 275.....	0.25
Physical Therapy Assistant 170 & 270.....	0.25
Medical Records 230 & 260.....	0.25

Equating Teaching Loads in the Agriculture Area

1. For equated hours, the following shall be used in computations:

Each lecture hour shall count 1.

Each laboratory hour shall be equated at 0.8.

Supervised interns in the Agriculture area shall be equated at 0.2 per student.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in Music Area

1. Each lecture hour shall count 1.

2. Each laboratory hour shall be equated at 0.8.

Equating Teaching Loads in the Air Conditioning, Heating and Refrigeration Area

1. Each lecture hour shall count 1.

2. Each laboratory hour shall be equated at 0.5.

3. Supervised interns in the area shall be equated at 0.2 per student.

Equating Teaching Loads in the Construction Management Technology Area

Supervised interns in the area shall be equated at 0.2 per student.

Section 3.2. Equated Hours.

Laboratory and studio contact hours shall be equated to semester hours area by area as follows:

Equating Teaching Loads in the Science Area

1. For equated hours, the following shall be used in computation:
 - a. Each lecture and recitation hour shall count 1.
 - b. Each laboratory hour shall be equated at 0.5.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Electronics Area

1. For equated hours, the following shall be used in computation:
 - a. Each lecture hour shall count 1
 - b. Each laboratory hour shall be equated at 0.5.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Physical Education Area

1. For equated hours, the following shall be used in computation:
 - a. Each contact hour shall be equated at 0.5.

Equating Teaching Loads in the Drafting Area

1. For equated hours, the following shall be used in computation:
 - a. Each lecture hour shall count 1.
 - b. Each laboratory hour shall be equated at 0.5.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Art Area

1. For equated hours, the following shall be used in computation:
 - a. Each lecture hour shall count 1.
 - b. Each laboratory hour shall be equated at 0.5.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Mathematics, Social Science, Language and Business Area

1. For equated hours, the following shall be used in computation:
 - a. Each lecture hour shall count 1.
 - b. Each laboratory hour shall be equated at 0.5.
2. Supervised intern in Marketing and Mid-Management shall be equated at 0.2 per student. Supervised off-campus interns in Data Processing shall be equated at 0.2 per student.

Equating Teaching Load in the Aviation Technology Area

For equated hours, the following shall be used on computation:

1. Each contact hour shall be equated at 0.5 in aviation maintenance. Each contact hour shall be equated at 0.4 in pilot training and avionics.
2. The base contract for aviation faculty shall be placed on a 12-month schedule.

Equating Teaching Loads in the English Area

For equated hours, the following shall be used in computation:

1. Each lecture hour shall be equated 1.0.
2. Maximum class size shall be 20 students for all remedial courses, including communications and reading laboratories and courses number 100 and under; 25 students for composition and journalism courses numbered 101 and above; 40 students for all other courses taught by the

department, and the maximum for literature 115 (Contemporary Film) shall be 50 students.

- Should an English instructor be required to have more than three different preparations, then the total equated hours shall be multiplied by 1.3 to determine the actual equated load.

Equating Teaching Loads in the Health Related Occupations and Nursing Education Program

For equated hours, the following shall be used in computation:

- Each lecture hour shall count 1.
- Each laboratory hour shall be equated according to the following:
Nursing0.8.

All other Health related Occupations:

- Radiologic Technology 100 and 110.....0.5
- Radiologic Technology 151.....0.5
- Radiologic Technology 231, 241, and 242.....0.4
- Radiologic Technology 298 and 299.....0.25
- Physical Therapy Assistant.....0.5
- Medical Laboratory Technician.....0.5

Clinical experience shall be equated according to the following:

- Medical Assistant 280.....0.25
- Radiologic Technology 160 & 260.....0.25
- Medical Laboratory 245 & 275.....0.25
- Physical Therapy Assistant 170 & 270.....0.25
- Medical Records 230 & 260.....0.25

Equating Teaching Loads in the Agriculture Area

- For equated hours, the following shall be used in computation:

Each lecture hour shall count 1.

Each laboratory hour shall be equated at 0.5.

Supervised interns in the Agriculture area shall be equated at 0.2 per student.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in Music Area

1. Each lecture hour shall count 1.
2. Each laboratory hour shall be equated at 0.5.

Equating Teaching Loads in the Air Conditioning, Heating and Refrigeration Area

1. Each lecture hour shall count 1.
2. Each laboratory hour shall be equated at 0.5.
3. Supervised interns in the area shall be equated at 0.2 per student.

Equating Teaching Loads in the Construction Management Technology Area

Supervised interns in the area shall be equated at 0.2 per student.

Section 3.3 Service and Work Load Standards for Counselors.

1. Each counselor will work a 40-clock hour workweek between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday only, such hours to be determined by the Dean of Counseling in accordance with Section 10.2. (30 minutes per day will be provided for lunch and included as part of the 40-hour work week).
2. Each counselor will be employed for 11 months or 45 weeks on a single salary schedule beginning with the beginning of the academic year.
3. In lieu of a teaching overload, a counselor may be assigned 4 hours of evening counseling outside of his regular contractual obligations. Each contact hour shall be equated at 0.8.

Section 3.4 Service Work Load for Librarians.

1. The workweek for a librarian is 40 clock hours not to include Sunday. (30 minutes per day will be provided for lunch and included as part of the 40-hour week.)

2. Each librarian will be employed on a nine-month basis with the option of working the two-month summer session provided that the College may require one librarian to work the summer session.
3. For librarians, an overload assignment may be taken as pay or compensatory time.
 - a. The pay shall be at the same hourly rate unless this is less than the hourly rate paid other evening or part-time faculty; if so, the librarians shall receive the hourly rate paid other evening and part-time faculty;
 - b. Compensatory time may be taken at any time as individual days or grouped as several days.

This time shall be taken with the approval of the Director of Instructional Resources and Services Department.
4. The actual daily work schedules for the professional library staff will be determined by the Director of Instructional Resources and Services to meet the needs of the library.

Section 3.5 Day Overload. An overload shall be considered more than 32 equated semester hours for the academic year. Compensation for each equated semester hour of overload shall be computed at the rate of 1/30th of the faculty member's appropriate salary as determined by the extra assignment salary schedule. (Attached hereto as Appendix B.) Overload shall be computed on the basis of an equated 30-semester-hour load for the academic year.

Section 3.6 Office Hours. Each regular faculty member should be available in his office for whatever period of time may be necessary to meet the needs of his students. This time shall be at least five (5) scheduled hours per week and five (5)

unscheduled hours. Other contact hours, such as laboratory periods or studio periods, may be substituted for a portion of this load with the approval of the Vice Chancellor for Instruction. Each faculty member who teaches an overload after 5:00 p.m. will be available, upon student's request in his office for evening student consultation. During the summer session, each regular faculty member shall schedule one office hour for each three hours taught.

Section 3.7 Assignment of Extension Centers. The college has the right to initially employ full-time faculty members at the Main Campus (2500 Carlyle Road) and at any of its extension centers. However, once so employed, no full-time faculty member may be assigned a class at another extension center without his approval except to make a regular load and provided that no sections, taught by less senior or part-time employees, are available to make his regular load at the initial center of employment. Main Campus faculty may, however, be assigned duties within the Belleville City Limits, Scott AFB or Cahokia without regard to the above stipulations.

Section 3.8. Failure of Class to Materialize. In the event that a full-time faculty member's regularly scheduled day, evening, or summer school classes fail to materialize, the faculty member, in consultation with the appropriate Dean and with the approval of the Vice Chancellor of Instruction, will be assigned a compensating load of

instruction, administration, or other professional assignment for which the faculty member is qualified.

Section 3.9. Compensation for Substitute Teaching.

1. Upon assignment by the appropriate Dean and with the consent of the substituting faculty member, substitute teaching by a faculty member will be paid at the formula for evening rate of full-time faculty. Compensation for substitute teaching shall be paid on the second (2nd) paycheck after each substitution is completed.
2. Whenever absences exceed 1 week's class meetings, the substitute faculty member shall be paid at the rate of 1/30th of his base pay for each equated semester hour for the entire period of substitution.

Section 3.10. Term of Contracts. All contracts shall be for the academic year except for those faculty members who by definition elsewhere in this Agreement receive eleven-and twelve-month contracts and except for the aviation faculty who shall receive a twelve-month contract. Any service above the defined academic year will be contracted for by the Board of Trustees upon recommendation of the Chancellor.

Section 3.11. Maximum Class Size. Maximum class sizes not listed in Section 3.2 will be determined by the Vice Chancellor of Instruction after consultation with the appropriate personnel concerned. If the Vice Chancellor of Instruction finds it necessary to render a decision which is in contrast to the written recommendation of the department, he will furnish details to support his decision.

Section 3.12. Recognition of Faculty Responsibility.

In recognition of their responsibility to the students and the community, faculty members will exert their best efforts to see that each student is afforded the amount of time and effort necessary for the fulfillment of instructional objectives. Each faculty member will maintain an active interest in his discipline and in his department. He will attend regularly scheduled departmental meetings and promptly file necessary records and reports upon the request of academic administration.

Section 3.13. Experimental Classes. Experimental classes shall not exceed two years in duration.

Section 3.14. Telecourses. Except as provided below, telecourses offered to a faculty member shall not constitute any part of that faculty member's regular load and/or overload. Compensation for teaching a telecourse shall be \$9.00 per equated hour per enrolled student, with a \$2.00 per student completion fee for each student who receives a grade on the final roster.

In the event that a faculty member's base load cannot be filled due to a lack of courses which the faculty member is qualified to teach, telecourses which the faculty member is qualified to teach and which are available following class cancellations shall be assigned to fill the base load (unless other, non-teaching options are agreed to by both the affected faculty member and the college). This option is available only

if there are no courses being taught as an overload by this or any other full-time faculty member which the affected faculty member is qualified to teach.

If a faculty member chooses to teach both a telecourse and a regularly scheduled overload course, he should be permitted to teach both such courses only if the overload course is not desired and needed by another faculty member, not scheduled to teach a telecourse, in order to achieve maximum overload. If in this situation the second faculty member does desire and need the first faculty member's overload course in order to achieve maximum overload, the first faculty member's telecourse shall substitute for his overload course for purposes of determining maximum overload; compensation for the telecourse in this event, however, shall continue to be paid at the telecourse rate.

Except as provided above, telecourses will not be included in the calculation of maximum overloads.

During the 1986-87 academic year, a class maximum of 70 students will be applied to telecourses. This maximum is to be reviewed at the end of the 1986-87 academic year; which shall not apply to any subsequent term or academic year unless the parties act affirmatively to adopt that maximum for that term or academic year.

ARTICLE IV
ASSIGNMENTS

Section 4.1. Advertising of Positions. Administrative, departmental and program supervisor level position openings shall be advertised in good faith to the full-time faculty before being filled by placing a copy of such advertisement in each full-time faculty member's mail slot (including that of the AAUP/AFT BAC Chapter President).

Section 4.2. Coordinators. To accomplish the task of occupational coordination, coordinators shall receive released time determined by the needs of the program, the developmental stage of the program, the number of faculty and students associated with the program, etc. The amount of released time granted to each coordinator shall be determined by the Vice Chancellor of Instruction following consultation with the coordinator and the appropriate Dean.

Section 4.3. Assignment to Department or Program. Instructors shall be assigned to the departmental or occupational program in which they do the major portion of their teaching; however, some instructors may have teaching assignments in other departments or programs and thus assume responsibilities in the other area(s) accordingly.

Section 4.4. Evening Assignments. A faculty member may be assigned no more than two evenings a week without his consent as part of his regular load. In the event a second evening class is

assigned, it will be done only in the event his regular scheduled day class fails to materialize and that it does not constitute more than two evenings per week. Every effort shall be made by the Vice Chancellor of Instruction, the appropriate Dean and instructor to provide an assignment which will be mutually satisfactory to both the instructor involved and the College. However, the College has the prerogative to initially employ full-time instructors in the evening program. If a regularly scheduled assignment is made, it shall be within a time period of seven hours. If a faculty member's regularly scheduled day or summer class fails to materialize, this seven-hour time period will not apply.

Section 4.5. Consultation Before Assignment. When extra class, summer teaching, and evening assignments are necessary, they shall be assigned, after consultation with the appropriate Dean, to qualified members of the full-time Belleville Area College staff, if such staff members are available. Such assignments shall be made on a department-by-department basis, first priority being given to qualified, full-time instructors within a department to achieve a maximum load. Courses remaining within a department shall then be offered first to qualified full-time instructors the bulk of whose regular academic load is normally outside the department, or to qualified administrators, and last to qualified part-time instructors. In the case of an administrator requesting to teach a class in his own area, the request shall be made to the appropriate Dean who will consult

with the Vice Chancellor of Instruction.

Section 4.6. Student Activities. All College-sponsored student activities are to be coordinated with the Director of Student Activities, who will announce vacancies to the full-time faculty and recommend appointments to the Vice Chancellor for Student Development.

ARTICLE V
LEAVES OF ABSENCE

Section 5.1 Sabbatical Leave.

- (1) After seven years of continuous full-time service, a faculty member is eligible for sabbatical leave for planned study, research, travel, or other Board-approved purposes. A faculty member who is granted a sabbatical leave shall have the following options:
 - (a) One academic year at 75 percent of nine-month contractual base salary, including full fringe benefits; or
 - (b) One semester at full semester base salary, including fringe benefits.
- (2) Eligible full-time faculty members must petition the Belleville Campus President on or before December 1 to be considered for sabbatical leave the following academic year. A Faculty Senate Committee will review all petitions and make recommendations to the Belleville Campus President by February 1, and the Chancellor will make recommendations to the Board of Trustees. No more than two faculty members may be granted sabbatical leave simultaneously. The Chancellor will make recommendations at the February meeting of the Board of Trustees, and applicants are to be notified of the approval or disapproval not later than March 1.
- (3) A faculty member while on leave is not eligible for employment at Belleville Area College.
- (4) A faculty member who has been granted sabbatical leave must return to the campus and teach for two years. In the event the faculty member elects not to return, he must reimburse the College for his earnings during the sabbatical period, barring death or disability. A faculty member who returns to the campus but remains only one academic year shall be required to reimburse one-half of his sabbatical income, barring death or disability.
- (5) An instructor on sabbatical leave shall receive full credit for salary increases, tenure, seniority, retirement, and longevity.

Section 5.2. Extended Leaves Without Pay.

- (1) Upon recommendation of the appropriate Dean and the approval of the Vice Chancellor of Instruction, or, in

the case of counselors, upon the approval of the Vice Chancellor for Student Development, extended absences other than sabbaticals may be granted without pay or sick leave accrual; insurance coverage may be at faculty member's own expense.

- (2) It is expected that most leaves of absence will be for less than one year, one year, or two years at the most unless exceptional circumstances call for extending the privilege. In no case except involuntary military duty will the leave of absence be approved for more than one year at a time, and renewal will be granted only upon reapplication and reapproval as outlined in Section 5.2(1) above.
- (3) Extended leaves of absence will not count towards salary increases, tenure, retirement, or longevity, unless activities during the leave period be directly related to the instructor's teaching assignments and unless these activities be deemed by the appropriate Dean and Vice Chancellor of Instruction, to be beneficial to the College, and such activities be approved by the Board of Trustees for purposes of salary increases, tenure, and longevity. Retirement credit for leave periods will be governed by regulations currently in force by the State Universities Retirement System.

Section 5.3. Military Service Leaves.

- (1) Tenured and non-tenured faculty members who are voluntarily or involuntarily drafted or recalled for military duty will be given full credit for each year or pro rata part of a year they remain on active duty during a national emergency. Such credit will be used for placement on salary schedule and for retirement purposes.
- (2) Faculty members who volunteer for military service, except in national emergency, may be granted extended leave without pay as outlined above at the discretion of the Vice Chancellor of Instruction, or, in the case of counselors, upon approval of the Vice Chancellor for Student Development.

Section 5.4. Teacher Exchange Leaves. Should any faculty member be granted a teacher exchange position or obtain an unusually valuable opportunity to teach elsewhere for part or all

of one academic year, which activity may be expected to result in values accruing to the College, leave of absence with full credit for salary, sick leave accrual, and retirement rights will be granted, subject to the approval of the appropriate Dean and the Vice Chancellor of Instruction, or in the case of counselors, upon the approval of the Vice Chancellor of Student Development.

Section 5.5. Sick Leaves.

- (1) Each full-time member of the College shall receive credit for one and one-third days of sick leave each month per academic year. Full-time faculty teaching seven or more equated hours during the summer session shall receive one and one third days sick leave for each four weeks.
- (2) The accumulation of sick leave shall be unlimited.
- (3) Sick leave may be used at full pay by the faculty members for illness, disability, quarantine, treatments, and diagnostic examination of his person.
- (4) Upon retirement or death of a member, he or his beneficiary shall receive compensation for his accrued sick leave at the rate of 100 percent the cash value of his current daily salary for a maximum of 100 days.

Current daily salary is to be computed as:

Annual Base Salary divided by 180 days
for a 9-month faculty;

Annual Base Salary divided by 240 days
for a 12-month faculty.

- (5) The faculty member who is employed during the summer session may draw upon accumulated sick leave during the summer session.
- (6) The faculty member who is employed in the evening program on an overload basis shall be permitted to use accumulated sick leave on the basis of one day for one evening per semester.
- (7) Any tenured faculty member whose employment is terminated, either voluntary or involuntary, (except upon retirement or death which are covered under Section

5.5(4)) shall receive separation compensation equivalent to 20 percent of his accrued sick leave to a maximum of 20 days.

- (8) Time lost due to accidents or illness directly related to a faculty member's assigned duties will not be charged against sick leave.

Section 5.6. Special Leaves.

- (1) Three days of leave shall be granted per calendar year for death, serious illness in the immediate family (spouse, child, parent, grandparent, brother, sister, or those living in a faculty member's household) including family of the spouse, or birth or adoption of a child. An additional two days may be granted upon approval by the Chancellor. This leave is not cumulative nor chargeable against any other leave program.

If more than the approved days are required, additional days may be used and be charged to accumulated sick leave.

- (2) Subject to the approval of the appropriate Dean, three days of personal leave for business, family, or religious matters not otherwise provided for in the College calendar may be granted per calendar year. This leave is not cumulative nor chargeable against any other leave program.
- (3) Subject to written approval of the appropriate Dean and the Vice Chancellor of Instruction, permission to attend professional meetings, conferences, conventions, speaking engagements, or seminars shall be granted equitably to all members. This leave shall include proper travel time, and reasonable and necessary expenses shall be reimbursed by the College within budgetary and funding limitations.
- (4) Leave for jury duty shall be afforded those members called. The member shall receive his full salary for the period of jury duty, but shall refund to the College any money he receives for such duty.
- (5) (a) Paid disability leave, including leave for pregnancy-related disabilities, shall be as provided for by the Illinois State Universities Retirement System and other applicable law.

Unpaid disability leave or leaves to be used in

conjunction with a disability leave after the disability terminates shall be at the discretion of the Board. Once a faculty member on disability leave has exhausted his paid sick leave, he may continue insurance at his expense at the group rates established by the carrier until leave expires. Absence on disability leave shall not be included in determining length of service. Further, while disability leave shall not be considered a break in continuous service, disability leave shall be excluded in computing the necessary period of time for tenure. Disability leave granted to a non-tenured faculty member shall not extend beyond the termination date of the current contract.

- (b) A faculty member may receive leave for the adoption of a child and may suspend services at his or her request. This shall be leave without pay but with retention of rights under the Universities Retirement System and retention of unused sick leave. His/her insurance will be carried by the Board of Trustees until the end of the current semester; after that, he/she may continue insurance at his/her expense at the group rates established by the company. A faculty member on adoption leave shall return only at the beginning of the fall or spring or summer term. Absence on adoption leave shall not be included in determining length of service. Adoption leave granted to a non-tenured faculty member shall not extend beyond the termination date of his/her contract.

Adoption leave shall not be considered a break in continuous service; however, adoption leave shall be excluded in computing the necessary period of time for tenure.

Section 5.7. Substantiation of Sick Leave. The Board may at its discretion require substantiation of sick leave by a physician's statement if there is an apparent abuse.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1. Definition. A grievance is a dispute or difference of opinion raised by a faculty member covered by this Agreement against the college involving as to him the meaning, interpretation, or application of the specific provisions of this Agreement.

Section 6.2. Procedure. The parties agree to act in good faith to attempt to resolve grievances promptly and expeditiously, in accordance with the following procedure:

- Step 1-- If a faculty member has a grievance, he shall present it in writing to the appropriate Dean or Director. If after one calendar week (seven calendar days) it is not settled to their mutual satisfaction, he shall present the matter within ten calendar days after receipt of the written response of the appropriate Dean, to the Executive Committee of the Union, which shall have the responsibility for deciding whether the matter will be appealed further.
- Step 2-- If the Executive Committee of the Union decides to appeal the grievance to Step 2, the Union shall, within ten calendar days after the matter was presented to the Executive Committee by the faculty member, appeal the grievance in writing to the Vice Chancellor of Instruction (or in the case of counselors, to the Vice Chancellor for Student Development).
- Step 3-- If the grievance is not resolved in Step 2 within ten calendar days of its presentation at that step, the Union shall, within ten calendar days after receipt of the written response of the Vice Chancellor of Instruction or Vice Chancellor for Student Development, appeal the grievance in writing to the Belleville Campus President.
- Step 4-- If the grievance is not resolved in Step 3 within ten calendar days of its presentation at that step, the Union shall, within ten calendar days after the written response of the Belleville Campus President, appeal the grievance in writing to the Chancellor of the College. If the grievance is not resolved within ten calendar

days after presentation to the Chancellor, the Union may elect to appeal the grievance to arbitration.

Section 6.3. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may appeal the grievance to arbitration within ten calendar days after receipt of the written response of the Chancellor in Step 4. The parties shall attempt to agree upon an arbitrator within ten calendar days after receipt by the College of notice of the appeal to arbitration; in the event the parties are unable to agree upon an arbitrator within said ten calendar days, the parties shall immediately jointly request the American Arbitration Association to submit a panel of arbitrators. Either party may reject one entire panel of arbitrators. From an acceptable panel, the arbitrator shall be selected in accordance with American Arbitration Association procedures, except that no arbitrator may be selected without the input of both parties in the selection process. The arbitration hearing shall be conducted at the earliest date mutually convenient for the parties and the arbitrator.

Section 6.4. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a finding with respect to the specific issue submitted to him by the College and the Union, and shall have no authority to make a finding on any other issue not so submitted to him. The arbitrator shall be without power to make a finding

contrary to or inconsistent with or modifying or varying in any way the laws of the United States or of the State of Illinois. The arbitrator shall submit in writing the finding as soon as reasonably practicable following the close of the hearing or the formation of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The findings shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be binding.

Section 6.5. Expense of Arbitration. The fees and expenses of the arbitrator and the costs of a meeting room, if any, and a written transcript, if any, shall be divided equally between the College and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.6. Time Limit for Finding. No grievance shall be entertained or processed unless it is submitted at Step 1 within 30 calendar days after the occurrence of the event or circumstances giving rise to the grievance. If a grievance is not presented within this time limit, it shall be considered waived. If a grievance is not appealed to the next step in the procedure set forth in Section 6.2 within the specified time limit or any agreed extension thereof, it shall be considered settled based upon the College's last response. If the College does not answer a grievance or an appeal thereof within the

specified time limit, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the College and Union representatives involved in each step.

ARTICLE VII
COMPENSATION

Section 7.1 Salary Schedule. All faculty members shall be paid according to their placement upon a single salary schedule approved by the Board of Trustees. Faculty members who are hired after March 14, 1984 will be hired at Step 1 of Salary Schedule A, except that the Board reserves the right to hire employees at higher steps of the schedule in particular circumstances. Faculty members who are hired after March 14, 1984 shall progress through the steps to a maximum of Step 14. Pay for extra assignments shall be determined in accordance with Appendix B. Faculty members who are hired after March 14, 1984 shall receive extra assignment compensation at the step corresponding to their placement on Salary Schedule A to a maximum of Step 14.

Section 7.2. Placement of Faculty Members on Salary Schedule. Placement on the salary schedule shall be determined by degree, hours beyond the highest degree, and consistent with Section 7.1 and at the discretion of the Board, years credited and/or occupational experience. Graduate hours that do not fall in these categories will be evaluated by the appropriate Dean and the Vice Chancellor of Instruction, or in the case of counselors, upon the approval of the Vice Chancellor for Student Development. Courses taken beyond the master's degree will be considered for placement on the salary schedule only when they have received the prior approval of the appropriate Dean and the Vice Chancellor of Instruction or, in the case of counselors, upon the approval of

the Vice Chancellor for Student Development.² Approved College credits earned prior to each semester will be used to determine salary for the ensuing semester. If approved college credit is earned during the Spring semester, it will be used to determine salary for the Summer session.

2 For the purpose of this Agreement, courses and their attendant College credits shall be approved for reimbursement of educational incentive allowance of tuition and fees, as charged, to a maximum of \$100 per credit hour, to a maximum of ten semester hours in any fiscal year AND for placement on the adopted salary schedule under the following conditions:

- a. Courses taken as a part of a program approved by a recognized graduate institution leading to a graduate degree or specialist certificate in a teaching discipline or a program in higher or junior college education beyond the degree already held by an individual will be accepted as approved credit.
- b. Courses taken at the request of the College Administration will be accepted as approved credit.
- c. Courses taken in the instructor's field will be accepted as approved credit unless credit for said courses has been previously earned.
- d. Courses taken outside of a teaching discipline may be approved for incentive allowance and/or placement on the salary schedule at the discretion of the administration after consultation with the President of Faculty Senate.
- e. Courses taken toward a second master's degree in the teaching discipline will be accepted as approved credit.

To qualify for incentive allowance and advancement on the salary schedule, the individual must submit evidence in the form of an official transcript signifying successful completion of the course.

Section 7.3. Pay Plans. Members shall have the option of

being paid on a nine- or twelve-months' basis and must notify the Vice Chancellor for Administrative Services to that effect at the time of completing the tax deduction forms. Salary checks shall be issued twice each month, on the 15th and the last school day of the month. The last check shall be on the last day of school, provided each instructor has completed all reports as required. Check stubs shall be itemized.

Section 7.4 Summer Salary. Full-time faculty members who are employed to teach during the summer session will receive two months' salary on the appropriate salary schedule in a proportion equal to the number of credit hours taught divided by eight (8).

Section 7.5. Length of Summer Term. The summer term shall not exceed nine (9) calendar weeks.

Section 7.6. Longevity Payment. For longevity purposes, payment will begin on the 15th year of consecutive service with Districts 201 and 522.

If the 14th year was completed prior to the inception of District 522, then longevity payments will be retroactive to the academic year 1967 at the inception of District 522.

For instructors who have completed 14 years of consecutive service since inception of District 522, longevity will be retroactive to the academic year in which they began their 15th year of consecutive service.

All other instructors will begin to receive longevity at the beginning of their 15th year of consecutive service.

Placement on the salary schedule alone does not determine the start of longevity payments. Longevity payments are based only on consecutive service with Districts 201 and 522. Only those instructors who were full-time faculty of the College at its inception may count service with District 201 for longevity.

Section 7.7. Evening Reimbursement. The evening rate for full-time faculty members covered by this agreement will be paid by the following formula:

$$\frac{1}{4.5} \quad \times \quad \frac{\text{equated hours}}{8} \quad \times \quad \text{9-month salary rate as taken from extra-assignment schedule (Appendix B)}$$

9 month

APPENDIX A
1986-87 FACULTY SALARY SCHEDULE

STEP	LESS THAN MASTERS	MASTERS + 0-14	MASTERS + 15-29	MASTERS + 30-44	MASTERS + 45-59	MASTERS + 60	DOCTORATE
1.	\$14,400	\$15,941	\$16,673	\$17,397	\$18,120	\$18,870	\$19,593
2.	\$15,156	\$16,697	\$17,429	\$18,153	\$18,876	\$19,626	\$20,349
3.	\$15,912	\$17,453	\$18,185	\$18,909	\$19,632	\$20,382	\$21,105
4.	\$16,668	\$18,209	\$18,941	\$19,665	\$20,388	\$21,138	\$21,861
5.	\$17,424	\$18,965	\$19,697	\$20,421	\$21,144	\$21,894	\$22,617
6.	\$18,180	\$19,721	\$20,453	\$21,177	\$21,900	\$22,650	\$23,373
7.	\$18,936	\$20,477	\$21,209	\$21,933	\$22,656	\$23,406	\$24,129
8.	\$20,873	\$22,739	\$23,440	\$24,144	\$24,843	\$25,545	\$26,243
9.	\$21,520	\$23,488	\$24,188	\$24,888	\$25,588	\$26,270	\$27,191
10.	\$22,167	\$24,235	\$24,932	\$25,636	\$26,336	\$27,036	\$28,132
11.	\$22,845	\$25,021	\$25,720	\$26,422	\$27,121	\$27,824	\$29,132
12.	\$23,569	\$25,851	\$26,549	\$27,251	\$27,951	\$28,652	\$30,183
13.	\$24,327	\$26,726	\$27,427	\$28,128	\$28,830	\$29,530	\$31,295
14.	\$25,087	\$27,605	\$28,304	\$29,003	\$29,704	\$30,406	\$32,403
CAP							
15.	\$25,847	\$28,479	\$29,179	\$29,883	\$30,582	\$31,282	\$33,511
16.	\$26,603	\$29,355	\$30,056	\$30,757	\$31,456	\$32,157	\$34,623
17.	\$27,362	\$30,230	\$30,930	\$31,631	\$32,334	\$33,035	\$35,731
18.	\$28,123	\$31,106	\$31,806	\$32,509	\$33,208	\$33,911	\$36,842
19.	\$28,884	\$31,980	\$32,685	\$33,386	\$34,085	\$34,786	\$37,950
20.	\$29,640	\$32,858	\$33,558	\$34,260	\$34,960	\$35,662	\$39,060
21.	\$30,401	\$33,733	\$34,435	\$35,135	\$35,838	\$36,539	\$40,168
22.	\$30,743	\$34,129	\$34,828	\$35,533	\$36,233	\$36,935	\$40,668
LONGEVITY							
	+110	+130	+140	+150	+160	+170	+200

APPENDIX B
EXTRA ASSIGNMENT SCHEDULE

NOTE: In no case will the hourly rate of pay computed from this schedule fall below the corresponding part-time hourly rate in effect at the date of ratification of this Agreement by both parties.

STEP	LESS THAN MASTERS	MASTERS + 0-14	MASTERS + 15-29	MASTERS + 30-44	MASTERS + 45-59	MASTERS + 60	DOCTORATE
1.	\$ 8,133	\$ 9,111	\$ 9,478	\$ 9,846	\$10,212	\$10,579	\$10,946
2.	8,533	9,511	9,878	10,246	10,612	10,979	11,346
3.	8,933	9,911	10,278	10,646	11,012	11,379	11,746
4.	9,333	10,311	10,678	11,046	11,412	11,779	12,146
5.	9,733	10,711	11,078	11,446	11,812	12,179	12,546
6.	10,133	11,111	11,478	11,846	12,212	12,579	12,946
7.	10,533	11,511	11,878	12,246	12,612	12,979	13,346
8.	10,933	11,911	12,278	12,646	13,012	13,379	13,746
9.	11,271	12,302	12,669	13,036	13,403	13,770	14,241
10.	11,610	12,693	13,059	13,427	13,794	14,161	14,736
11.	11,967	13,105	13,472	13,839	14,206	14,573	15,259
12.	12,344	13,540	13,907	14,274	14,641	15,008	15,909
13.	12,742	13,998	14,366	14,733	15,100	15,466	16,391
14.	13,140	14,458	14,825	15,191	15,559	15,929	16,972
-----CAP-----							
15.	13,537	14,916	15,283	15,651	16,018	16,384	17,554
16.	13,935	15,375	15,743	16,109	16,476	16,844	18,134
17.	14,332	15,834	16,201	16,568	16,936	17,302	18,715
18.	14,730	16,293	16,659	17,027	17,394	17,761	19,297
19.	15,128	16,751	17,119	17,486	17,853	18,220	19,878
20.	15,525	17,211	17,577	17,944	18,312	18,679	20,459
21.	15,923	17,669	18,035	18,404	18,771	19,137	21,040
21a.	16,102	17,876	18,243	18,610	18,977	19,345	21,302
LONGEVITY							
	+110	+130	+140	+150	+160	+170	+200

ARTICLE VIII
FRINGE BENEFITS

Section 8.1. Life Insurance. The College shall provide group life insurance coverage of \$15,000 on each faculty member. Coverage is not limited to the academic year but shall be provided on a 12-month basis, that 12-month period to be the insurance year as defined in the College's agreement with the insurance carrier. Life insurance coverage shall immediately cease upon the layoff or termination of a faculty member.

Section 8.2. Hospitalization. The College shall continue to provide hospitalization coverage based on the average semi-private room rate and surgical benefits coverage for each faculty member and his dependents, the cost of which is not to exceed \$156 per family per month. Effective the beginning of the 1985-86 academic year, the College will contribute to the premium cost of hospitalization and surgical benefits coverage at a rate which is 50 cents below such premium cost per pay period per faculty member, but not to exceed a total premium cost increase of \$18 per month per faculty member. Coverage is not limited to the academic year but shall be provided on a 12-month basis, that 12-month period to be the insurance year as defined in the College's agreement with the insurance carrier. Except as provided for in Section 8.3, hospitalization coverage shall cease immediately upon layoff or termination of a faculty member.

Section 8.3. Maintenance of Coverage in the Event of Death.

In the event that the death of a faculty member occurs any time during the fiscal year of employment, the Board of Trustees will maintain the same hospitalization and surgical benefits for the spouse and legal dependents for the balance of the year. After this period, the spouse will be offered the option of continuing at his/her own expense.

Section 8.4. Legal Assistance. The Board of Trustees shall provide all employees with necessary legal service in defense of litigations that arise out of and in the course of performance of official duties, where the Board's legal interests are not in conflict with the employee's legal interests.

Section 8.5. Long-Term Disability Income Maintenance Program. The Board of Trustees shall provide a 50 percent funding, for those faculty who choose to participate, of a long-term disability income maintenance program for faculty members covered by this Agreement.

Section 8.6. Academic Regalia. If required by the Board of Trustees, academic regalia will be worn by faculty members at commencement exercises and shall be provided by the College.

Section 8.7. Retirement Overload. A faculty member who retires during the term of this Agreement (under the State University Retirement System and who has reached the age of 55) shall be entitled until attaining age 70 upon written requests, to teach a maximum of four (4) courses during the period

consisting of the academic year and the following summer session provided, however, that no more than two such courses are taught during any single semester, and provided further, however, that such courses taught during the summer term will be paid at the overload rate for Fall and Spring semester courses at the time of the employee's retirement. Compensation for such teaching shall be at the overload rate in effect at the time of the faculty member's retirement.

Section 8.8. Retirement Insurance. A faculty member who retires during the term of this Agreement (under the State University Retirement System and who has reached the age of 55) shall be eligible, until attaining age 70, to continue the hospitalization and surgical insurance coverage, including individual and/or family coverage, at his own expense, at the group rate effective during the period of continued coverage.

Section 8.9. Dependent Tuition. Each faculty member and his current spouse and children under the age of 25 shall be eligible to enroll in all Belleville Area College courses at a tuition rate of two dollars (\$2.00) per semester hour. Any enrollment under this provision of the contract shall only be available if there is sufficient enrollment in each such course section affected to prevent class cancellation for insufficient enrollment prior to any enrollment of the employee, spouse, or child covered by this Agreement.

Section 8.10. Vacations.

- (1) Avaition mechanics, and any other full-time faculty member working the administrative calendar (i.e., on a 12-month basis) shall be entitled to fifteen (15) days` vacation as provided herein.
- (2) Vacation Scheduling. Vacations shall be scheduled insofar as practicable at the times most desired by each employee subject to approval by the appropriate Dean.
- (3) Separation. Unless an employee is discharged (or resigns when offered that opportunity in lieu of discharge), an employee shall receive vacation pay for all vacation which he is otherwise eligible to take at the time of separation. Such vacation pay shall be on the pro rata basis of one day`s pay for every full twenty-five calendar days (commencing with the first day of the Fall semester) less any vacation taken during that period.

ARTICLE IX

FAIR SHARE

Section 9.1. Fair Share Fee. Full-time faculty members who are non-Union members shall be required, commencing on March 14, 1984 or 60 days after the date of hire, whichever is later, and continuing for the term of this agreement, to pay a fair share fee in accordance with this Article. Each faculty member's fair share shall be computed as follows: At the end of the 1984-85 academic year, the Union will compute and supply to the college administration the cost of the collective bargaining process and defense of this Agreement for that academic year, divided by the total number of full-time faculty members. One-eighteenth of this total fair share amount shall then be deducted from each non-Union faculty member's pay during each of the first 18 pay periods for that faculty member during the 1985-86 academic year. Thereafter, the amount of the fair share fee due and owing from each non-Union faculty member shall be deducted in this same manner during any academic year, based upon actual collective bargaining and contract administration costs experienced by the Union during the preceeding academic year.

Should any faculty member object to paying a fair share fee to the Union based upon bonafide religious tenets or teachings of a church or religious body of which such faculty member is a member, an amount equal to the faculty member's fair share should be paid to a non-religious charitable organization mutually agreed upon by the faculty member and the Union. If the faculty member and the Union are unable to agree on the matter, payments

in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois Educational Labor Relations Board. The Union shall certify to the College the charitable organization to which such payments are to be made, or the faculty member may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Union on a monthly basis.

Section 9.2. Indemnification. The Union shall indemnify and hold harmless the Board of Trustees, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise) that shall arise out of complying with the above provision of this article, or in reliance on any list, notice, certification, affidavit or reassignment furnished under any such provisions.

ARTICLE X

SENIORITY

Section 10.1 Definition. Seniority is defined for the purposes of this Agreement as a faculty member's length of continuous service since his last date of hire by the College.

Section 10.2 Standard Load Assignment Procedure. Standard load assignments shall be processed according to the following steps:

- a. The College administration shall draft tentative class schedules;
- b. The appropriate Dean will meet with the faculty committee for their area (and other interested faculty members from each area) regarding such tentative schedules;
- c. If any problems arise, the appropriate Dean and faculty members will try to resolve any such problems. In the event of conflicts in teaching preferences by faculty members, seniority will be a major consideration; (If an individual faculty member has further concerns, they may be appealed to the committee and appropriate Dean.)
- d. If the problems cannot be worked out, the College administration reserves the right, in accordance with the Statement of Board Rights in this Agreement, to make the final scheduling decisions.

Section 10.3 Overload and Summer Assignments. Extra (overload) and summer assignments will be made to qualified full-time faculty members in rotation order based on seniority.

Section 10.4. Summer Load. Consistent with the seniority clause (Section 10.3) and subject to availability, the standard full-time faculty load shall be no more than 11 equated hours per summer term. A faculty member may elect to have his name listed

on the summer class schedule for no more than 11 equated hours of courses for which he is qualified. Full-time faculty members shall be guaranteed a summer contract for all sections which have their name listed in the summer schedule and meet minimum course enrollments. In the event that no section achieves minimum course enrollment, the faculty member shall be guaranteed a summer contract for at least one section or assigned equivalent duties. A faculty member, if qualified, may teach additional sections that are listed as "staff" on the summer schedule and meet minimum course enrollment as long as the total equated load remains no more than 11 equated hours for the summer term. With the approval of both the affected faculty member and the Belleville Campus President, summer teaching loads may be used by full-time faculty at no additional or extra compensation to fulfill the minimum 28 equated hour academic year load as defined in Section 3.1. Service and Work Load Standards.

Section 10.5. Right to Assignments at Granite City and Red Bud.

A full-time faculty member has the right to request and to receive an assignment to one or more classes at Granite City and/or Red Bud if such assignment is necessary to enable the faculty member to meet standard load requirements or achieve maximum overload or summer load. Requests for such assignments will be considered in seniority order.

Section 10.6. Office Moves. Offices currently designated as faculty offices will continue to be designated as faculty

offices unless the faculty members affected by an office redesignation (the faculty member to be displaced and the faculty member occupying the office to which the displaced faculty member will be moving) agree to the redesignation.

In the event that an office vacancy occurs due to attrition of faculty within an office area, the vacancy will be offered first to faculty in that office area on a seniority basis. The office may be converted to other use only if no faculty in that office area request reassignment to that office.

ARTICLE XI

RETRAINING

Full-time faculty members who are employed as such by the College on March 14, 1984 shall be eligible for the retraining and job security provisions set forth herein, subject to the qualifications and procedures also set forth herein. Part-time faculty members now or hereafter employed as such and full-time faculty members hired or rehired after March 14, 1984 are not eligible for these provisions. Tenured faculty members (including full-time faculty members who are tenured as of March 14, 1984 and full-time faculty members who are not tenured as of March 14, 1984 but who subsequently acquire tenure) who are subject to retrenchment or a reduction in force affecting their department or program shall be entitled to receive retraining in lieu of layoff or dismissal. The procedure to be followed shall be as follows:

- (1) The affected faculty member shall be notified of the proposed retrenchment on or before October 15 of the academic year prior to the one in which the retrenchment will be effected;
- (2) Upon receiving such notice, the affected faculty member shall be given the opportunity to meet with the Vice Chancellor of Instruction or his designee, together with the Union President and such other persons as the Vice Chancellor may request to be present, to discuss retraining options;
- (3) At or after the meeting specified in paragraph (2), and after consultation with the affected faculty member, the Vice Chancellor of Instruction will present to the affected faculty member a list of two disciplines, from which list the affected faculty member may select the discipline in which he will be retrained. Disciplines will be selected by the Vice Chancellor of Instruction on the basis of the needs of the College (which shall

be paramount), the faculty member's background and experience, and the desires of the faculty member. Faculty members will not be required to retrain in disciplines the requirements of which include prior work experience that the faculty member does not possess. The faculty member shall have the right to veto one of the two discipline options, in which case the appropriate Dean shall replace the vetoed option with a third discipline option for purposes of enabling the faculty member to choose between the third option and the non-vetoed option;

- (4) A retraining program will be devised by the affected faculty member and the Vice Chancellor of Instruction, and retraining schedules and courses will be arranged by the affected faculty member upon approval of the Vice Chancellor of Instruction.
- (5) All tuition and fees directly related to class attendance in accordance with an approved retraining program and schedule shall be paid by the College. The College will pay such tuition and fees when they are due but if the faculty member fails to complete any course with a grade of B or better, the tuition and fees for that course must be refunded to the College by the faculty member;
- (6) Under normal circumstances, it is expected that the necessary retraining will be completed without disruption of normal teaching assignments during the three academic semesters (Spring, Fall, Spring) and two Summers immediately following notification to the affected faculty member, provided:
 - (a) Faculty members who are notified of retrenchment during the Spring semester of the 1983-84 academic year shall have the same amount of time (i.e. three academic semesters following notification--Fall, Spring, Fall, Spring plus two Summers) to complete retraining as faculty members who are notified as of October 15 of any subsequent year;
 - (b) Faculty members may be given an additional semester to complete retraining in extraordinary circumstances (such as for health reasons) upon approval of the Union President and the Belleville Campus President;
- (7) If it is required, the faculty member shall be granted:
 - (a) A "mini-sabbatical" one semester in duration, during which he will be released from his normal class load at 60% of the base pay he would other-

wise receive for full-time teaching duties that semester, provided:

- (i.) That the faculty member shall not be eligible to receive overload or other extra assignments from the College during the "mini-sabbatical"; and
 - (ii.) That any and all retraining obligations of the College (including the 60% pay obligation during the "mini-sabbatical") shall cease as of the first day of the employment of the faculty member outside the College (including teaching overload courses at other educational institutions) during the "mini-sabbatical";
- (b) If necessary, an additional semester of release time without pay in which to complete his studies, during which time provisos (i.) and (ii.) of sub paragraph A, above shall also be applicable to this sub paragraph (b).

Faculty members shall not be deprived of movement on the salary schedule accorded to other faculty members as a longevity increment or education lane advancement solely because they are undergoing retraining. A faculty member being retrained who meets the minimum retraining qualifications shall be entitled to pursue further academic credentials in the retraining discipline upon approval of the Belleville Campus President and the Union President. A faculty member who is notified of retrenchment according to this section and who is unable to teach a full standard load through no fault of his own during any of the regular semesters of the retraining period shall none the less be paid as though he were teaching a full standard load for that semester, although he may be assigned compensating duties in accordance with Section 3.8.

Faculty members shall not be limited to a single

application for retraining. Faculty members who have been retrained, but who must be retrained again due to circumstances beyond their control, will be eligible for retraining under the same conditions as other faculty members.

Once satisfactorily retrained, a faculty member shall be entitled to remain as a full-time faculty member with the College under such terms and conditions, including salary and benefits, as may be established from time to time by the College and/or as the product of negotiations with the Union, until his retirement, death, voluntary resignation, dismissal for cause, or failure of any subsequent retraining, so long as the College continues to exist in its present form. Faculty members who fail to achieve the necessary retraining credentials, as determined by the College, within the time allowed for such retraining in the procedure set forth above, may be dismissed or reassigned by the College subject to applicable law.

ARTICLE XII

SAVINGS

This Agreement is subject to applicable Federal and State law, including the Illinois Educational Labor Relations Act. If any provision of this Agreement, or the application of such provision, should be declared or rendered invalid by any court by the Illinois Educational Labor Relations Board, or by reason of any existing or subsequently enacted legislation then the remaining parts or provisions of this Agreement shall remain in full force and effect.

ARTICLE XIII
ENTIRE AGREEMENT

Section 13.1. Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment. Amendments may be initiated at the written request of the Board or the AAUP/AFT Chapter, and shall become effective upon adoption by the Board and ratification by the AAUP/AFT chapter, or at such other time as the Board and the AAUP/AFT Chapter may agree.

Section 13.2. Waiver. The Board and the AAUP/AFT Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement even though such

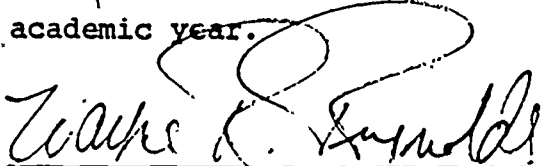
subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.


ARTICLE XIV
GENDER OF WORDS

The masculine gender as used herein shall be deemed to include the feminine gender, unless in the context of the provision concerned the feminine gender is clearly inappropriate.

ARTICLE XV
TERM OF AGREEMENT


This Agreement shall be effective on August 18, 1986 and shall expire on the date preceding the first day of the 1987-88 academic year.


Chairman, Board of Trustees
Community College District #522


President, Belleville Area
Chapter, AAUP/AFT


Dated _____

Dated Oct. 6, 1986

To Ken Pinzke 
From Bruce Wissore
Subject Professional Development
Date March 2, 1984

I am writing this memo to confirm that in response to Charlie Giedeman's concerns regarding professional development in certain career areas, Dr. Clark and I will review the needs of the individuals he mentioned. We intend to specifically review the areas in which fast-changing technology makes it difficult for full-time faculty to remain current.

kr

To Ken Pinzke
From Bruce Wizzore 
Subject Contract Concerns
Date March 5, 1984

In regards to your question requesting our intentions concerning class minimums and maximums for the next two years, it is our intention to retain the class minimum of 12 and the class maximum of 40 (except in those cases where lab stations, current practices, or other contractual provisions dictate otherwise) through the Summer semester of 1986.

Regarding the definition of "serious illness," in the event that a child is ill enough that a physician is consulted, I would consider the child's illness to be serious.

kr

Belleville Area College
Memorandum of Understanding
1987 - 1988
1988 - 1989

Belleville Area College

Belleville

Granite City

Red Bud

The Board of Trustees of Belleville Area College, District #522 and the Belleville Area College Chapter of the AAUP affiliated with the AFT agree as follows for the period 1987-88, 1988-89.

TABLE OF CONTENTS

	Page
STATEMENT OF BOARD RIGHTS.....	1
ARTICLE I - Recognition and Definitions.....	3
Section 1.1. Recognition and Appropriate Bargaining Unit.....	3
Section 1.2. Benefits to Part-time Faculty Members..	3
Section 1.3. Academic Year.....	3
Section 1.4. Class Periods.....	4
Section 1.5. Definitions.....	4
ARTICLE II - Non-Interruption of Services.....	5
Section 2.1. Prohibited Activity.....	5
Section 2.2. Cooperation to End Any Breach.....	5
Section 2.3. No Lockout.....	5
ARTICLE III - Services and Work Load Standards.....	6
Section 3.1. Standard Load and Overload.....	6
Section 3.2. Equated Hours.....	10
Section 3.3. Service and Work Load Standards for Counselors.....	13
Section 3.4. Service Work Load for Librarians.....	13
Section 3.5. Day Overload.....	14
Section 3.6. Office Hours.....	14
Section 3.7. Assignment of Extension Centers.....	15
Section 3.8. Failure of Class to Materialize.....	15
Section 3.9. Compensation for Substitute Teaching...	15
Section 3.10. Term of Contracts.....	16
Section 3.11. Maximum Class Size.....	16
Section 3.12. Recognition of Faculty Responsibility..	16
Section 3.13. Experimental Classes.....	17
Section 3.14. Telecourses.....	17
Section 3.15. Minimum Instructional Standards.....	18
ARTICLE IV - Assignments.....	19
Section 4.1. Advertising of Positions.....	19
Section 4.2. Coordinators.....	19
Section 4.3. Assignment to Department or Program...	19
Section 4.4. Evening Assignments.....	19
Section 4.5. Consultation Before Assignment.....	20
Section 4.6. Student Activities.....	21

	Page
ARTICLE V - Leaves of Absence.....	22
Section 5.1. Sabbatical Leave.....	22
Section 5.2. Extended Leaves Without Pay.....	23
Section 5.3. Military Service Leaves.....	23
Section 5.4. Teacher Exchange Leaves.....	24
Section 5.5. Sick Leaves.....	24
Section 5.6. Special Leaves.....	25
Section 5.7. Substantiation of Sick Leave.....	26
 ARTICLE VI - Grievance Procedure.....	 27
Section 6.1. Definition.....	27
Section 6.2. Procedure.....	27
Section 6.3. Arbitration.....	28
Section 6.4. Authority of Arbitrator.....	28
Section 6.5. Expense of Arbitration.....	29
Section 6.6. Time Limit for Finding.....	29
 ARTICLE VII - Compensation.....	 31
Section 7.1. Salary Schedule.....	31
Section 7.2. Placement of Faculty Members on Salary Schedule.....	31
Section 7.3. Pay Plans.....	32
Section 7.4. Summer Salary.....	33
Section 7.5. Length of Summer Term.....	33
Section 7.6. Longevity Payment.....	33
Section 7.7. Evening Reimbursement.....	34
 ARTICLE VIII - Fringe Benefits.....	 37
Section 8.1. Life Insurance.....	37
Section 8.2. Hospitalization.....	37
Section 8.3. Maintenance of Coverage in the Event of Death.....	38
Section 8.4. Legal Assistance.....	38
Section 8.5. Long-Term Disability Income Maintenance Program.....	38
Section 8.6. Academic Regalia.....	38
Section 8.7. Retirement Overload.....	38
Section 8.8. Retirement Insurance.....	39
Section 8.9. Dependent Tuition.....	39
Section 8.10. Vacations.....	40

	Page
ARTICLE IX - Fair Share.....	41
Section 9.1. Fair Share Fee.....	41
Section 9.2. Indemnification.....	42
ARTICLE X - Seniority.....	43
Section 10.1. Definition.....	43
Section 10.2. Standard Load Assignment Procedure.....	43
Section 10.3. Overload and Summer Assignments.....	43
Section 10.4. Summer Load.....	43
Section 10.5. Right to Assignments at Granite City and Red Bud.....	44
Section 10.6. Office Moves.....	44
Section 10.7. Security.....	45
ARTICLE XI - Retraining.....	46
ARTICLE XII - Savings.....	50
ARTICLE XIII - Entire Agreement.....	51
Section 13.1. Entire Agreement.....	51
Section 13.2. Waiver.....	51
ARTICLE XIV - Gender of Words.....	53
ARTICLE XV - Reopener.....	54
ARTICLE XVI - Term of Agreement.....	55
APPENDICES	
Appendix A.....	35
Appendix B.....	36

STATEMENT OF BOARD RIGHTS

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the College District including but not limited to the responsibilities for and the right:

1. To maintain executive management and administrative control of the College District and its properties and facilities and the professional staff;
2. To hire all employees and, subject to the provisions of the law and of this Agreement, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
3. To establish 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;
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction;
5. To determine class schedules, non-classroom assignments, the hours of instruction, and the professional duties, responsibilities and assignments of those in the bargaining unit.

It is recognized that the Board normally exercises most of its powers, rights, authorities, duties and responsibilities through members of the administrative staff.

Except as stated herein, the Board shall not be limited in the exercise of the foregoing powers, rights, authorities, duties and responsibilities nor limited on any right granted the Board by law.

ARTICLE I
RECOGNITION AND DEFINITIONS

Section 1.1. Recognition and Appropriate Bargaining Unit. The Board recognizes the Belleville Area College Chapter of the AAUP/AFT as the sole and exclusive bargaining agent for the bargaining unit consisting of the full-time faculty employed by Public Community College District #522 (Belleville Area College): instructors, librarians, counselors and coordinators. Recognition is accorded pursuant to the Illinois Educational Labor Relations Act, which shall also govern the terms of this agreement.

Section 1.2. Benefits to Part-time Faculty Members. Those part-time faculty members who were on March 14, 1984 three-fifths or four-fifths faculty members shall continue to be eligible for prorated sick leave, full hospitalization and disability, placement on the salary schedule on a prorated basis, and no other benefits. Other part-time faculty members employed by the College on or after March 15, 1984 are not subject to the terms of this Agreement, regardless of the percentage of the standard load that they may carry.

Section 1.3. Academic Year. The Academic year begins with the first date on the fall calendar and ends on graduation day. The academic year shall not exceed 40 calendar weeks. All portions of this document, unless specifically indicated, apply only to the academic year.

Section 1.4. Class Periods. Class periods are regularly 50 minutes of student-teacher contact. Classes are scheduled by the Vice Chancellor for Instruction following consultation with the Deans. Laboratory and studio hours' length and time are to be determined by the Vice Chancellor for Instruction following consultation with the appropriate Dean.

Section 1.5. Definitions. For the purpose of this Agreement, "full-time faculty" shall be defined as instructors who teach a minimum of twenty-eight (28) to thirty-two (32) equated hours per academic year, librarians who work a forty (40) clock hour work week (in accordance with Section 3.4), counselors who work a forty (40) clock hour work week (in accordance with Section 3.3), and coordinators and other faculty members whose combined teaching load and released time equals a minimum of twenty-eight (28) to thirty-two (32) equated hours per academic year. A leave of absence shall not affect the full-time faculty status of a faculty member who is a full-time faculty member as of the commencement of the leave of absence, except as and to the extent provided in Article V of this Agreement.

The terms "lecture hour," "lecture and recitation hour," "laboratory hour," "clinical experience," "supervised interns," and "individual stations" shall be defined in accordance with established College policy.

ARTICLE II

Non-Interruption of Services

Section 2.1. Prohibited Activity. During the term of this Agreement and in return for the terms and conditions set forth in this Agreement, neither the AAUP/AFT Chapter nor any faculty member covered by this Agreement shall instigate, promote, support, engage in, or condone any strike (including sympathy strike), picketing, slowdown, concerted stoppage of work or any other similar intentional concerted interruption of operations at Belleville Area College provided, however, that in the event that the reopener clause of this Agreement becomes operative, the Union would have all the rights allowed by law, including the right to strike.

Section 2.2. Cooperation to End Any Breach. Both the Board and the AAUP/AFT Chapter recognize the serious detriment to the paramount interests of the public and the students of Belleville Area College which would result from a violation of the non-interruption of services provisions of this Agreement, and, accordingly, there shall be cooperation between the parties to immediately end any such activity.

Section 2.3. No Lockout. During the terms of this Agreement, the Board will not lockout any faculty member covered by this Agreement as a result of a labor dispute.

ARTICLE III

SERVICES AND WORK LOAD STANDARDS

Section 3.1. Standard Load and Overload. The standard full-time faculty load shall be no more than 32 equated semester hours nor less than 28 equated semester hours per academic year. The total overload shall not exceed 9.5 equated hours per academic year. The limit on overload shall not apply to substitute teaching. The following guidelines to be observed:

1. If an overload assignment is necessary, it should not exceed either:
 - a. One course section in which the credit hour value does not exceed five semester hours per semester, or,
 - b. If more than one course section, the combined credit hour value shall not exceed three semester hours per semester.
2. For the purposes of overload and summer session compensation, laboratory and studio contact hours will be equated to semester hours area by area as follows:

Equating Teaching Loads in the Science Area

1. For equated hours, the following shall be used in computation:

Each lecture and recitation hour shall count 1.

Each laboratory hour shall be equated at 0.8.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Electronics Area

1. For equated hours, the following shall be used in computation:

Each lecture hour shall count 1.

Each laboratory hour shall be equated at 0.8.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Physical Education Area

For equated hours, the following shall be used in computation:

Each contact hour shall be equated at 0.8.

Equating Teaching Loads in the Drafting Area

1. For equated hours, the following shall be used in computation:

Each lecture hour shall count 1.

Each laboratory hour shall be equated at 0.8.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Art Area

1. For equated hours, the following shall be used in computation:

Each lecture hour and studio-lecture hour shall count 1.

Each laboratory hour shall be equated at 0.8.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Mathematics, Social Science, Language, and Business Area

1. For equated hours, the following shall be used in computation:

Each lecture hour shall count 1.

Each laboratory hour shall be equated at 0.8.

2. Supervised intern in Marketing and Mid-Management shall be equated at 0.2 per student. Supervised off-campus interns in data processing shall be equated at 0.2 per student.

Equating Teaching Loads in the Aviation Technology Area

For equated hours, the following shall be used in computation:

Each contact hour shall be equated at 0.4 in aviation maintenance, pilot training, and avionics.

The Base contract for Aviation faculty shall be placed on a 12-month schedule.

Equating Teaching Load in the English Area

1. For equated hours, the following shall be used in computation:

Each lecture hour in composition (including rhetoric, remedial and technical writing courses, journalism, and GED) shall be equated at 1 1/3.

All other lecture hours shall count one each.

2. Maximum class size shall be 20 students for all remedial courses, including communications and reading laboratories and courses numbered 100 and under, 25 students for composition and journalism courses numbered 101 and above, 40 students for all other courses taught by the Department, and the maximum for Literature 115 (Contemporary Film) shall be 50 students.

3. Should an English instructor be required to have more than three different preparations, then the total equated hours shall be multiplied by 1.3 to determine the actual equated load.

Equating Teaching Loads in the Health Related Occupations and Nursing Education Programs

For equated hours, the following shall be used in computation:

Each lecture shall count as 1.

Each laboratory hour shall be equated according to the following:

Nursing.....one to one

All Other Health Related Occupations:

Radiologic Technology 100 & 110.....	0.8
Radiologic Technology 151.....	0.6
Radiologic Technology 231, 241, & 242.....	0.4

Radiologic Technology 298 & 299..	0.25
Physical Therapy Assistant.....	0.8
Medical Laboratory Technician.....	0.8

Clinical experience shall be equated according to the following:

Medical Assistant 280.....	0.25
Radiologic Technology 160 & 260.....	0.25
Medical Laboratory 245 & 275.....	0.25
Physical Therapy Assistant 170 & 270.....	0.25
Medical Records 230 & 260.....	0.25

Equating Teaching Loads in the Agriculture Area

1. For equated hours, the following shall be used in computations:

Each lecture hour shall count 1.

Each laboratory hour shall be equated at 0.8.

Supervised interns in the Agriculture area shall be equated at 0.2 per student.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in Music Area

1. Each lecture hour shall count 1.

2. Each laboratory hour shall be equated at 0.8.

Equating Teaching Loads in the Air Conditioning, Heating and Refrigeration Area

1. Each lecture hour shall count 1.

2. Each laboratory hour shall be equated at 0.5.

3. Supervised interns in the area shall be equated at 0.2 per student.

Equating Teaching Loads in the Construction Management Technology Area

Supervised interns in the area shall be equated at 0.2 per student.

Section 3.2. Equated Hours.

Laboratory and studio contact hours shall be equated to semester hours area by area as follows:

Equating Teaching Loads in the Science Area

1. For equated hours, the following shall be used in computation:
 - a. Each lecture and recitation hour shall count 1.
 - b. Each laboratory hour shall be equated at 0.5.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Electronics Area

1. For equated hours, the following shall be used in computation:
 - a. Each lecture hour shall count 1.
 - b. Each laboratory hour shall be equated at 0.5.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Physical Education Area

1. For equated hours, the following shall be used in computation:
 - a. Each contact hour shall be equated at 0.5.

Equating Teaching Loads in the Drafting Area

1. For equated hours, the following shall be used in computation:
 - a. Each lecture hour shall count 1.
 - b. Each laboratory hour shall be equated at 0.5.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Art Area

1. For equated hours, the following shall be used in computation:
 - a. Each lecture hour shall count 1.

- b. Each laboratory hour shall be equated at 0.5.
2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Mathematics, Social Science, Language and Business Area

1. For equated hours, the following shall be used in computation:
 - a. Each lecture hour shall count 1.
 - b. Each laboratory hour shall be equated at 0.5.
2. Supervised intern in Marketing and Mid-Management shall be equated at 0.2 per student. Supervised off-campus interns in Data Processing shall be equated at 0.2 per student.

Equating Teaching Load in the Aviation Technology Area

For equated hours, the following shall be used in computation:

1. Each contact hour shall be equated at 0.5 in aviation maintenance. Each contact hour shall be equated at 0.4 in pilot training and avionics.
2. The base contract for aviation faculty shall be placed on a 12-month schedule.

Equating Teaching Loads in the English Area

For equated hours, the following shall be used in computation:

1. Each lecture hour shall be equated 1.0.
2. Maximum class size shall be 20 students for all remedial courses, including communications and reading laboratories and courses number 100 and under; 25 students for composition and journalism courses numbered 101 and above; 40 students for all other courses taught by the department, and the maximum for Literature 115 (Contemporary Film) shall be 50 students.
3. Should an English instructor be required to have more than three different preparations, then the total equated hours shall be multiplied by 1.3 to determine the actual equated load.

Equating Teaching Loads in the Health Related Occupations and Nursing Education Program

For equated hours, the following shall be used in computation:

1. Each lecture hour shall count 1.
2. Each laboratory hour shall be equated according to the following:

Nursing..... 0.8.

All other Health Related Occupations:

Radiologic Technology 100 and 110.....0.5
Radiologic Technology 151.....0.5
Radiologic Technology 231, 241, and 242.....0.4
Radiologic Technology 298 and 299.....0.25
Physical Therapy Assistant.....0.5
Medical Laboratory Technician.....0.5

Clinical experience shall be equated according to the following:

Medical Assistant 280.....0.25
Radiologic Technology 160 & 260.....0.25
Medical Laboratory 245 & 275.....0.25
Physical Therapy Assistant 170 & 270.....0.25
Medical Records 230 & 260.....0.25

Equating Teaching Loads in the Agriculture Area

1. For equated hours, the following shall be used in computation:

Each lecture hour shall count 1.

Each laboratory hour shall be equated at 0.5.

Supervised interns in the Agriculture area shall be equated at 0.2 per student.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in Music Area

1. Each lecture hour shall count 1.
2. Each laboratory hour shall be equated at 0.5.

Equating Teaching Loads in the Air Conditioning, Heating and Refrigeration Area

1. Each lecture hour shall count 1.
2. Each laboratory hour shall be equated at 0.5.
3. Supervised interns in the area shall be equated at 0.2 per student.

Equating Teaching Loads in the Construction Management Technology Area

Supervised interns in the area shall be equated at 0.2 per student.

Section 3.3. Service and Work Load Standards for Counselors.

1. Each counselor will work a 40 clock-hour work week between the hours of 8 a.m. and 5 p.m., Monday through Friday only, such hours to be determined by the Dean of Counseling in accordance with Section 10.2. (30 minutes per day will be provided for lunch and included as part of the 40-hour work week).
2. Each counselor will be employed for 11 months or 45 weeks on a single salary schedule beginning with the beginning of the academic year.
3. In lieu of a teaching overload, a counselor may be assigned 4 hours of evening counseling outside of his regular contractual obligations. Each contact hour shall be equated at 0.8.

Section 3.4. Service Work Load for Librarians.

1. The work week for a librarian is 40 clock hours not to include Sunday. (30 minutes per day will be provided for lunch and included as part of the 40-hour week.)
2. Each librarian will be employed on a nine-month basis with the option of working the two-month summer session provided that the College may require one librarian to work the summer session.
3. For librarians, an overload assignment may be taken as pay or compensatory time.

- a. The pay shall be at the same hourly rate unless this is less than the hourly rate paid other evening or part-time faculty; if so, the librarians shall receive the hourly rate paid other evening and part-time faculty;
- b. Compensatory time may be taken at any time as individual days or grouped as several days.

This time shall be taken with the approval of the Director of Instructional Resources and Services Department.

4. The actual daily work schedules for the professional library staff will be determined by the Director of Instructional Resources and Services to meet the needs of the library.

Section 3.5. Day Overload. An overload shall be considered more than 32 equated semester hours for the academic year. Compensation for each equated semester hour of overload shall be computed at the rate of 1/30th of the faculty member's appropriate salary as determined by the extra assignment salary schedule. (Attached hereto as Appendix B.) Overload shall be computed on the basis of an equated 30 semester-hour load for the academic year.

Section 3.6. Office Hours. Each regular faculty member should be available in his office for whatever period of time may be necessary to meet the needs of his students. This time shall be at least five (5) scheduled hours per week and five (5) unscheduled hours. Other contact hours, such as laboratory periods or studio periods, may be substituted for a portion of this load with the approval of the Vice Chancellor for Instruction. Each faculty member who teaches an overload after 5 p.m. will be available, upon student's request in his office for

evening student consultation. During the summer session, each regular faculty member shall schedule one office hour for each three hours taught.

Section 3.7. Assignment of Extension Centers. The College has the right to initially employ full-time faculty members at the Belleville Campus (2500 Carlyle Road) and at any of its extension centers. However, once so employed, no full-time faculty member may be assigned a class at another extension center without his approval except to make a regular load and provided that no sections, taught by less senior or part-time employees, are available to make his regular load at the initial center of employment. Belleville Campus faculty may, however, be assigned duties within the Belleville city limits, Scott AFB or Cahokia without regard to the above stipulations.

Section 3.8. Failure of Class to Materialize. In the event that a full-time faculty member's regularly scheduled day, evening, or summer school classes fail to materialize, the faculty member, in consultation with the appropriate Dean and with the approval of the Vice Chancellor for Instruction, will be assigned a compensating load of instruction, administration, or other professional assignment for which the faculty member is qualified.

Section 3.9. Compensation for Substitute Teaching.

1. Upon assignment by the appropriate Dean and with the consent of the substituting faculty member, substitute teaching by a faculty member will be paid at the formula for evening rate of full-time faculty. Compensation for substitute teaching shall be paid on

the second (2nd) paycheck after each substitution is completed.

2. Whenever absences exceed one week's class meetings, the substitute faculty member shall be paid at the rate of 1/30th of his base pay for each equated semester hour for the entire period of substitution.

Section 3.10. Term of Contracts. All contracts shall be for the academic year except for those faculty members who by definition elsewhere in this Agreement receive eleven and twelve-month contracts and except for the aviation faculty who shall receive a twelve-month contract. Any service above the defined academic year will be contracted for by the Board of Trustees upon recommendation of the Chancellor.

Section 3.11. Maximum Class Size. Maximum class sizes not listed in Section 3.2 will be determined by the Vice Chancellor for Instruction after consultation with the appropriate personnel concerned. If the Vice Chancellor for Instruction finds it necessary to render a decision which is in contrast to the written recommendation of the department, he will furnish details to support his decision.

Section 3.12. Recognition of Faculty Responsibility. In recognition of their responsibility to the students and the community, faculty members will exert their best efforts to see that each student is afforded the amount of time and effort necessary for the fulfillment of instructional objectives. Each faculty member will maintain an active interest in his discipline and in his department. He will attend regularly scheduled

departmental meetings and promptly file necessary records and reports upon the request of academic administration.

Section 3.13. Experimental Classes. Experimental classes shall not exceed two years in duration.

Section 3.14. Telecourses. Except as provided below, telecourses offered to a faculty member shall not constitute any part of that faculty member's regular load and/or overload. Compensation for teaching a telecourse shall be \$9 per equated hour per enrolled student, with a \$2 per student completion fee for each student who receives a grade on the final roster.

In the event that a faculty member's base load cannot be filled due to a lack of courses which the faculty member is qualified to teach, telecourses which the faculty member is qualified to teach and which are available following class cancellations, shall be assigned to fill the base load (unless other, non-teaching options are agreed to by both the affected faculty member and the College). This option is available only if there are no courses being taught as an overload by this or any other full-time faculty member which the affected faculty member is qualified to teach.

If a faculty member chooses to teach both a telecourse and a regularly scheduled overload course, he should be permitted to teach both such courses only if the overload course is not desired and needed by another faculty member, not scheduled to teach a telecourse, in order to achieve maximum overload. If in this situation the second faculty member does desire and need the first faculty member's overload course in order to achieve

maximum overload, the first faculty member's telecourse shall substitute for his overload course for purposes of determining maximum overload; compensation for the telecourse in this event, however, shall continue to be paid at the telecourse rate.

Except as provided above, telecourses will not be included in the calculation of maximum overloads.

During the 1986-87 academic year, a class maximum of 70 students will be applied to telecourses. This maximum is to be reviewed at the end of the 1986-87 academic year, which shall not apply to any subsequent term or academic year unless the parties act affirmatively to adopt that maximum for that term or academic year.

Section 3.15. Minimum Instructional Standards. Changes in minimum standards for instructional areas will be made in consultation with the faculty in the affected area of instruction. Proposed changes, or a request to review current standards will first be given to the faculty of the affected instructional area by the appropriate Dean. The faculty will have ten (10) working days to respond in writing to the appropriate Dean. Such written response will accompany the recommendation of the administration to the Board of Trustees. Final authority for minimum standards rests with the Board.

For the purposes of this section, faculty members who do the major portion of their teaching in the specific, affected area will be included in the consultation outlined above.

ARTICLE IV
ASSIGNMENTS

Section 4.1. Advertising of Positions. Administrative, departmental and program supervisor level position openings shall be advertised in good faith to the full-time faculty before being filled by placing a copy of such advertisement in each full-time faculty member's mail slot (including that of the AAUP/AFT BAC Chapter President).

Section 4.2. Coordinators. To accomplish the task of occupational coordination, coordinators shall receive released time determined by the needs of the program, the developmental stage of the program, the number of faculty and students associated with the program, etc. The amount of released time granted to each coordinator shall be determined by the Vice Chancellor for Instruction following consultation with the coordinator and the appropriate Dean.

Section 4.3. Assignment to Department or Program. Instructors shall be assigned to the departmental or occupational program in which they do the major portion of their teaching; however, some instructors may have teaching assignments in other departments or programs and thus assume responsibilities in the other area(s) accordingly.

Section 4.4. Evening Assignments. A faculty member may be assigned no more than two evenings a week without his consent as part of his regular load. In the event a second evening class is

assigned, it will be done only in the event his regular scheduled day class fails to materialize and that it does not constitute more than two evenings per week. Every effort shall be made by the Vice Chancellor for Instruction, the appropriate Dean, and instructor to provide an assignment which will be mutually satisfactory to both the instructor involved and the College. However, the College has the prerogative to initially employ full-time instructors in the evening program. If a regularly scheduled assignment is made, it shall be within a time period of seven hours. If a faculty member's regularly scheduled day or summer class fails to materialize, this seven-hour time period will not apply.

Section 4.5. Consultation Before Assignment. When extra class, summer teaching, and evening assignments are necessary, they shall be assigned, after consultation with the appropriate Dean to qualified members of the full-time Belleville Area College staff, if such staff members are available. Such assignments shall be made on a department-by-department basis, first priority being given to qualified, full-time instructors within a department to achieve a maximum load. Courses remaining within a department shall then be offered first to qualified full-time instructors the bulk of whose regular academic load is normally outside the department, or to qualified administrators, and last to qualified part-time instructors. In the case of an administrator requesting to teach a class in his own area, the request shall be made to the appropriate Dean who will consult with the Vice Chancellor for Instruction.

Section 4.6. Student Activities. All College-sponsored student activities are to be coordinated with the Director of Student Activities, who will announce vacancies to the full-time faculty and recommend appointments to the Vice Chancellor for Student Development.

ARTICLE V
LEAVES OF ABSENCE

Section 5.1. Sabbatical Leave.

- (1) After seven years of continuous full-time service, a faculty member is eligible for sabbatical leave for planned study, research, travel, or other Board-approved purposes. A faculty member who is granted a sabbatical leave shall have the following options:
 - (a) One academic year at 75 percent of nine-month contractual base salary, including full fringe benefits; or
 - (b) One semester at full semester base salary, including fringe benefits.
- (2) Eligible full-time faculty members must petition the Belleville Campus President on or before December 1 to be considered for sabbatical leave the following academic year. A Faculty Senate Committee will review all petitions and make recommendations to the Belleville Campus President by February 1, and the Chancellor will make the recommendations to the Board of Trustees. No more than two faculty members may be granted sabbatical leave simultaneously. The Chancellor will make recommendations at the February meeting of the Board of Trustees, and applicants are to be notified of the approval or disapproval not later than March 1.
- (3) A faculty member while on leave is not eligible for employment at Belleville Area College.
- (4) A faculty member who has been granted sabbatical leave must return to the campus and teach for two years. In the event the faculty member elects not to return, he must reimburse the College for his earnings during the sabbatical period, barring death or disability. A faculty member who returns to the campus but remains only one academic year shall be required to reimburse one-half of his sabbatical income, barring death or disability.
- (5) An instructor on sabbatical leave shall receive full credit for salary increases, tenure, seniority, retirement, and longevity.

Section 5.2. Extended Leaves Without Pay.

- (1) Upon recommendation of the appropriate Dean and the approval of the Vice Chancellor for Instruction, or, in the case of counselors, upon the approval of the Vice Chancellor for Student Development, extended absences other than sabbaticals may be granted without pay or sick leave accrual; insurance coverage may be at faculty member's own expense.
- (2) It is expected that most leaves of absence will be for less than one year, one year, or two years at the most unless exceptional circumstances call for extending the privilege. In no case except involuntary military duty will the leave of absence be approved for more than one year at a time, and renewal will be granted only upon reapplication and reapproval as outlined in Section 5.2.(1) above.
- (3) Extended leaves of absence will not count towards salary increases, tenure, retirement, or longevity, unless activities during the leave period be directly related to the instructor's teaching assignments and unless these activities be deemed by the appropriate Dean and Vice Chancellor for Instruction, to be beneficial to the College, and such activities be approved by the Board of Trustees for purposes of salary increases, tenure, and longevity. Retirement credit for leave periods will be governed by regulations currently in force by the State Universities Retirement System.

Section 5.3. Military Service Leaves.

- (1) Tenured and non-tenured faculty members who are voluntarily or involuntarily drafted or recalled for military duty will be given full credit for each year or pro rata part of a year they remain on active duty during a national emergency. Such credit will be used for placement on salary schedule and for retirement purposes.
- (2) Faculty members who volunteer for military service, except in national emergency, may be granted extended leave without pay as outlined above at the discretion of the Vice Chancellor for Instruction, or, in the case of counselors, upon approval of the Vice Chancellor for Student Development.

Section 5.4. Teacher Exchange Leaves. Should any faculty member be granted a teacher exchange position or obtain an unusually valuable opportunity to teach elsewhere for part or all of one academic year, which activity may be expected to result in values accruing to the College, leave of absence with full credit for salary, sick leave accrual, and retirement rights will be granted, subject to the approval of the appropriate Dean and the Vice Chancellor for Instruction, or in the case of counselors, upon the approval of the Vice Chancellor for Student Development.

Section 5.5. Sick Leaves.

- (1) Each full-time member of the College shall receive credit for one and one-third days of sick leave each month per academic year. Full-time faculty teaching seven or more equated hours during the summer session shall receive one and one-third days sick leave for each four weeks.
- (2) The accumulation of sick leave shall be unlimited.
- (3) Sick leave may be used at full pay by the faculty members for illness, disability, quarantine, treatments, and diagnostic examination of his person.
- (4) Upon retirement or death of a member, he or his beneficiary shall receive compensation for his accrued sick leave at the rate of 100 percent the cash value of his current daily salary for a maximum of 100 days.

Current daily salary is to be computed as:

Annual Base Salary divided by 180 days for a 9-month faculty;

Annual Base Salary divided by 240 days for a 12-month faculty.
- (5) The faculty member who is employed during the summer session may draw upon accumulated sick leave during the summer session.
- (6) The faculty member who is employed in the evening program on an overload basis shall be permitted to use accumulated sick leave on the basis of one day for one evening per semester.

- (7) Any tenured faculty member whose employment is terminated, either voluntary or involuntary, (except upon retirement or death which are covered under Section 5.5(4)) shall receive separation compensation equivalent to 20 percent of his accrued sick leave to a maximum of 20 days.
- (8) Time lost due to accidents or illness directly related to a faculty member's assigned duties will not be charged against sick leave.

Section 5.6. Special Leaves.

- (1) Three days of leave shall be granted per calendar year for death, serious illness in the immediate family (spouse, child, parent, grandparent, brother, sister, or those living in a faculty member's household) including family of spouse, or birth or adoption of a child. An additional two days may be granted upon approval by the Chancellor. This leave is not cumulative nor chargeable against any other leave program.

If more than the approved days are required, additional days may be used and be charged to accumulated sick leave.
- (2) Subject to the approval of the appropriate Dean, three days of personal leave for business, family, or religious matters not otherwise provided for in the College calendar may be granted per calendar year. This leave is not cumulative nor chargeable against any other leave program.
- (3) Subject to written approval of the appropriate Dean and the Vice Chancellor for Instruction, permission to attend professional meetings, conferences, conventions, speaking engagements, or seminars shall be granted equitably to all members. This leave shall include proper travel time, and reasonable and necessary expenses shall be reimbursed by the College within budgetary and funding limitations.
- (4) Leave for jury duty shall be afforded those members called. The member shall receive his full salary for the period of jury duty, but shall refund to the College any money he receives for such duty.
- (5) (a) Paid disability leaves, including leave for pregnancy-related disabilities, shall be as provided for by the Illinois State Universities Retirement System and other applicable law.

Unpaid disability leave or leaves to be used in conjunction with a disability leave after the disability terminates shall be at the discretion of the Board. Once a faculty member on disability leave has exhausted his paid sick leave, he may continue insurance at his expense at the group rates established by the carrier until leave expires. Absence on disability leave shall not be included in determining length of service. Further, while disability leave shall not be considered a break in continuous service, disability leave shall be excluded in computing the necessary period of time for tenure. Disability leave granted to a non-tenured faculty member shall not extend beyond the termination date of the current contract.

- b) A faculty member may receive leave for the adoption of a child and may suspend services at his or her request. This shall be leave without pay but with retention of rights under the Universities Retirement System and retention of unused sick leave. His/her insurance will be carried by the Board of Trustees until the end of the current semester; after that, he/she may continue insurance at his/her expense at the group rates established by the company. A faculty member on adoption leave shall return only at the beginning of the fall or spring or summer term. Absence on adoption leave shall not be included in determining length of service. Adoption leave granted to a non-tenured faculty member shall not extend beyond the termination date of his/her contract.

Adoption leave shall not be considered a break in continuous service; however, adoption leave shall be excluded in computing the necessary period of time for tenure.

Section 5.7. Substantiation of Sick Leave. The Board may at its discretion require substantiation of sick leave by a physician's statement if there is an apparent abuse.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 6.1. Definition. A grievance is a dispute or difference of opinion raised by a faculty member covered by this Agreement against the College involving as to him the meaning, interpretation, or application of the specific provisions of this Agreement.

Section 6.2. Procedure. The parties agree to act in good faith to attempt to resolve grievances promptly and expeditiously, in accordance with the following procedure:

- Step 1--If a faculty member has a grievance, he shall present it in writing to the appropriate Dean or Director. If after one calendar week (seven calendar days) it is not settled to their mutual satisfaction, he shall present the matter within ten calendar days after receipt of the written response of the appropriate Dean, to the Executive Committee of the Union, which shall have the responsibility for deciding whether the matter will be appealed further.
- Step 2--If the Executive Committee of the Union decides to appeal the grievance to Step 2, the Union shall, within ten calendar days after the matter was presented to the Executive Committee by the faculty member, appeal the grievance in writing to the Vice Chancellor for Instruction (or in the case of counselors, to the Vice Chancellor for Student Development).
- Step 3--If the grievance is not resolved in Step 2 within ten calendar days of its presentation at that step, the Union shall, within ten calendar days after receipt of the written response of the Vice Chancellor for Instruction or Vice Chancellor for Student Development, appeal the grievance in writing to the Belleville Campus President.
- Step 4--If the grievance is not resolved in Step 3 within ten calendar days of its presentation at that step, the Union shall, within ten calendar days after the written response of the Belleville Campus President, appeal the grievance in writing to the Chancellor of the College. If the grievance is not resolved within ten

calendar days after presentation to the Chancellor, the Union may elect to appeal the grievance to arbitration.

Section 6.3. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may appeal the grievance to arbitration within ten calendar days after receipt of the written response of the Chancellor in Step 4. The parties shall attempt to agree upon an arbitrator within ten calendar days after receipt by the College of notice of the appeal to arbitration; in the event the parties are unable to agree upon an arbitrator within said ten calendar days, the parties shall immediately jointly request the American Arbitration Association to submit a panel of arbitrators. Either party may reject one entire panel of arbitrators. From an acceptable panel, the arbitrator shall be selected in accordance with American Arbitration Association procedures, except that no arbitrator may be selected without the input of both parties in the selection process. The arbitration hearing shall be conducted at the earliest date mutually convenient for the parties and the arbitrator.

Section 6.4. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a finding with respect to the specific issue submitted to him by the College and the Union, and shall have no authority to make a finding on any other issue not so submitted to him. The arbitrator shall be without power to make a finding contrary to or inconsistent with or modifying or varying in any

way the laws of the United States or of the State of Illinois. The arbitrator shall submit in writing the finding as soon as reasonably practicable following the close of the hearing or the formation of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The findings shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be binding.

Section 6.5. Expense of Arbitration. The fees and expenses of the arbitrator and the costs of a meeting room, if any, and a written transcript, if any, shall be divided equally between the College and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.6. Time Limit for Finding. No grievance shall be entertained or processed unless it is submitted at Step 1 within 30 calendar days after the occurrence of the event or circumstances giving rise to the grievance. If a grievance is not presented within this time limit, it shall be considered waived. If a grievance is not appealed to the next step in the procedure set forth in Section 6.2 within the specified time limit or any agreed extension thereof, it shall be considered settled based upon the College's last response. If the College does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance

as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the College and Union representatives involved in each step.

ARTICLE VII
COMPENSATION

Section 7.1 Salary Schedule. All faculty members shall be paid according to their placement upon a single salary schedule approved by the Board of Trustees. Faculty members who are hired after March 14, 1984 will be hired at Step 1 of Salary Schedule A, except that the Board reserves the right to hire employees at higher steps of the schedule in particular circumstances. Pay for extra assignments shall be determined in accordance with Appendix B. Faculty members who are hired after March 14, 1984 shall receive extra assignment compensation at the step corresponding to their placement on Salary Schedule A.

Section 7.2. Placement of Faculty Members on Salary Schedule. Placement on the salary schedule shall be determined by degree, hours beyond the highest degree, and consistent with Section 7.1 and at the discretion of the Board, years credited and/or occupational experience. Graduate hours that do not fall in these categories will be evaluated by the appropriate Dean and the Vice Chancellor for Instruction, or in the case of counselors, upon the approval of the Vice Chancellor for Student Development. Courses taken beyond the master's degree will be considered for placement on the salary schedule only when they have received the prior approval of the appropriate Dean and the Vice Chancellor for Instruction, or in the case of counselors, upon the approval of the Vice Chancellor for Student Development.² Approved College credits earned prior to each semester will be used to determine salary for the ensuing

semester. If approved college credit is earned during the Spring semester, it will be used to determine salary for the Summer session.

2 For the purpose of this Agreement, courses and their attendant College credits shall be approved for reimbursement of educational incentive allowance of tuition and fees, as charged, to a maximum of \$100 per credit hour, to a maximum of ten semester hours in any fiscal year AND for placement on the adopted salary schedule under the following conditions:

- a. Courses taken as a part of a program approved by a recognized graduate institution leading to a graduate degree or specialist certificate in a teaching discipline or a program in higher or junior college education beyond the degree already held by an individual will be accepted as approved credit.
- b. Courses taken at the request of the College Administration will be accepted as approved credit.
- c. Courses taken in the instructor's field will be accepted as approved credit unless credit for said courses has been previously earned.
- d. Courses taken outside of a teaching discipline may be approved for incentive allowance and/or placement on the salary schedule at the discretion of the administration after consultation with the President of Faculty Senate.
- e. Courses taken toward a second master's degree in the teaching discipline will be accepted as approved credit.

To qualify for incentive allowance and advancement on the salary schedule, the individual must submit evidence in the form of an official transcript signifying successful completion of the course.

Section 7.3. Pay Plans. Members shall have the option of being paid on a nine or twelve-months' basis and must notify the Vice Chancellor for Administrative Services to that effect at the time of completing the tax deduction forms. Salary checks shall

be issued twice each month, on the 15th and the last school day of the month. The last check shall be on the last day of school, provided each instructor has completed all reports as required. Check stubs shall be itemized.

Section 7.4. Summer Salary. Full-time faculty members who are employed to teach during the summer session will receive two months' salary on the appropriate salary schedule in a proportion equal to the number of credit hours taught divided by eight (8).

Section 7.5. Length of Summer Term. The summer term shall not exceed nine (9) calendar weeks.

Section 7.6. Longevity Payment. For longevity purposes, payment will begin on the 15th year of consecutive service with Districts 201 and 522.

If the 14th year was completed prior to the inception of District 522, then longevity payments will be retroactive to the academic year 1967 at the inception of District 522.

For instructors who have completed 14 years of consecutive service since inception of District 522, longevity will be retroactive to the academic year in which they began their 15th year of consecutive service.

All other instructors will begin to receive longevity at the beginning of their 15th year of consecutive service.

Placement on the salary schedule alone does not determine the start of longevity payments. Longevity payments are based only on consecutive service with Districts 201 and 522. Only

those instructors who were full-time faculty of the College at its inception may count service with District 201 for longevity.

Section 7.7. Evening Reimbursement. The evening rate for full-time faculty members covered by this agreement will be paid by the following formula:

$$\frac{1}{4.5} \quad \times \quad \frac{\text{equated hours}}{8} \quad \times \quad \text{9-month salary rate as taken from extra-assignment schedule (Appendix B)}$$

APPENDIX A
1987-88 AND 1988-89 FACULTY SALARY SCHEDULE *

STEP	LESS THAN MASTERS	MASTERS + 0-14	MASTERS + 15-29	MASTERS + 30-44	MASTERS + 45-59	MASTERS + 60	DOCTORATE
1.	\$14,400	\$15,941	\$16,673	\$17,397	\$18,120	\$18,870	\$19,593
2.	\$15,156	\$16,697	\$17,429	\$18,153	\$18,876	\$19,626	\$20,349
3.	\$15,912	\$17,453	\$18,185	\$18,909	\$19,632	\$20,382	\$21,105
4.	\$16,668	\$18,209	\$18,941	\$19,665	\$20,388	\$21,138	\$21,861
5.	\$17,424	\$18,965	\$19,697	\$20,421	\$21,144	\$21,894	\$22,617
6.	\$18,180	\$19,721	\$20,453	\$21,177	\$21,900	\$22,650	\$23,373
7.	\$18,936	\$20,477	\$21,209	\$21,933	\$22,656	\$23,406	\$24,129
8.	\$20,873	\$22,739	\$23,440	\$24,144	\$24,843	\$25,545	\$26,243
9.	\$21,520	\$23,488	\$24,188	\$24,888	\$25,588	\$26,270	\$27,191
10.	\$22,167	\$24,235	\$24,932	\$25,636	\$26,336	\$27,038	\$28,132
11.	\$22,845	\$25,021	\$25,720	\$26,422	\$27,121	\$27,824	\$29,132
12.	\$23,569	\$25,851	\$26,549	\$27,251	\$27,951	\$28,652	\$30,183
13.	\$24,327	\$26,726	\$27,427	\$28,128	\$28,830	\$29,530	\$31,295
14.	\$25,087	\$27,605	\$28,304	\$29,003	\$29,704	\$30,406	\$32,403
15.	\$25,847	\$28,479	\$29,179	\$29,883	\$30,582	\$31,282	\$33,511
16.	\$26,603	\$29,355	\$30,056	\$30,757	\$31,456	\$32,157	\$34,623
17.	\$27,362	\$30,230	\$30,930	\$31,631	\$32,334	\$33,035	\$35,731
18.	\$28,123	\$31,106	\$31,806	\$32,509	\$33,208	\$33,911	\$36,842
19.	\$28,884	\$31,980	\$32,685	\$33,386	\$34,085	\$34,786	\$37,950
20.	\$29,640	\$32,858	\$33,558	\$34,260	\$34,960	\$35,662	\$39,060
21.	\$30,401	\$33,733	\$34,435	\$35,135	\$35,838	\$36,539	\$40,168
22.	\$30,743	\$34,129	\$34,828	\$35,533	\$36,233	\$36,935	\$40,668
LONGEVITY							
	+110	+130	+140	+150	+160	+170	+200

* See Reopener

APPENDIX B
EXTRA ASSIGNMENT SCHEDULE

JTE: In no case will the hourly rate of pay computed from this schedule fall below the corresponding part-time hourly rate in effect at the date of ratification of this Agreement by both parties.

STEP	LESS THAN MASTERS	MASTERS + 0-14	MASTERS + 15-29	MASTERS + 30-44	MASTERS + 45-59	MASTERS + 60	DOCTORATE
1.	\$ 8,133	\$ 9,111	\$ 9,478	\$ 9,846	\$10,212	\$10,579	\$10,946
2.	8,533	9,511	9,878	10,246	10,612	10,979	11,346
3.	8,933	9,911	10,278	10,646	11,012	11,379	11,746
4.	9,333	10,311	10,678	11,046	11,412	11,779	12,146
5.	9,733	10,711	11,078	11,446	11,812	12,179	12,546
6.	10,133	11,111	11,478	11,846	12,212	12,579	12,946
7.	10,533	11,511	11,878	12,246	12,612	12,979	13,346
8.	10,933	11,911	12,278	12,646	13,012	13,379	13,746
9.	11,271	12,302	12,669	13,036	13,403	13,770	14,241
10.	11,610	12,693	13,059	13,427	13,794	14,161	14,736
11.	11,967	13,105	13,472	13,839	14,206	14,573	15,259
12.	12,344	13,540	13,907	14,274	14,641	15,008	15,809
13.	12,742	13,998	14,366	14,733	15,100	15,466	16,391
14.	13,140	14,458	14,825	15,191	15,559	15,929	16,972
15.	13,537	14,916	15,283	15,651	16,018	16,384	17,554
16.	13,935	15,375	15,743	16,109	16,476	16,844	18,134
17.	14,332	15,834	16,201	16,568	16,936	17,302	18,715
18.	14,730	16,293	16,659	17,027	17,394	17,761	19,297
19.	15,128	16,751	17,119	17,486	17,853	18,220	19,878
20.	15,525	17,211	17,577	17,944	18,312	18,679	20,459
21.	15,923	17,669	18,035	18,404	18,771	19,137	21,040
21a	16,102	17,876	18,243	18,610	18,977	19,345	21,302
Longevity	+110	+130	+140	+150	+160	+170	+200

ARTICLE VIII
FRINGE BENEFITS

Section 8.1. Life Insurance. The College shall provide group life insurance coverage of \$15,000 on each faculty member. Coverage is not limited to the academic year but shall be provided on a 12-month basis, that 12-month period to be the insurance year as defined in the College's agreement with the insurance carrier. Life insurance coverage shall immediately cease upon the layoff or termination of a faculty member.

Section 8.2. Hospitalization. The College shall continue to provide hospitalization coverage based on the average semi-private room rate and surgical benefits coverage for each faculty member and his dependents. Effective the beginning of the 1987-88 academic year, the College will contribute the premium cost of hospitalization and surgical benefits coverage and the faculty member's contribution to the total premium cost shall be limited to that portion of the premium attributable to family coverage but in any event such faculty member contribution shall not exceed \$41 per month nor less than \$1.00 per month. Coverage is not limited to the academic year but shall be provided on a 12-month basis, that 12-month period to be the insurance year as defined in the College's agreement with the insurance carrier. Except as provided for in Section 8.3 or by applicable law, hospitalization coverage shall cease immediately upon layoff or termination of a faculty member. The College reserves the right to change coverages or carriers, or to self-insure, so long as the level of benefits remains substantially the same.

Section 8.3. Maintenance of Coverage in the Event of Death.

In the event that the death of a faculty member occurs any time during the fiscal year of employment, the Board of Trustees will maintain the same hospitalization and surgical benefits for the spouse and legal dependents for the balance of the year. After this period, the spouse will be offered the option of continuing at his/her own expense.

Section 8.4. Legal Assistance. The Board of Trustees shall provide all employees with necessary legal service in defense of litigations that arise out of and in the course of performance of official duties, where the Board's legal interests are not in conflict with the employee's legal interests.

Section 8.5. Long-Term Disability Income Maintenance Program. The Board of Trustees shall provide a 50 percent funding, for those faculty who choose to participate, of a long-term disability income maintenance program for faculty members covered by this Agreement.

Section 8.6. Academic Regalia. If required by the Board of Trustees, academic regalia will be worn by faculty members at commencement exercises and shall be provided by the College.

Section 8.7. Retirement Overload. A faculty member who retires during the term of this Agreement (under the State University retirement System and who has reached the age of 55) shall be entitled until attaining age 70 upon written requests, to teach a maximum of four (4) courses during the period consisting of the academic year and the following summer session

provided, however, that no more than two such courses are taught during any single semester, and provided further, however, that such courses taught during the summer term will be paid at the overload rate for Fall and Spring semester courses at the time of the employee's retirement. Compensation for such teaching shall be at the overload rate in effect at the time of the faculty member's retirement.

Section 8.8. Retirement Insurance. A faculty member who retires during the term of this Agreement (under the State Universities Retirement System and who has reached the age of 55) shall be eligible, until attaining age 70, to continue the hospitalization and surgical insurance coverage, including individual and/or family coverage, at his own expense, at the group rate effective during the period of continued coverage.

Section 8.9. Dependent Tuition. Each faculty member and his current spouse and children under the age of 25 shall be eligible to enroll in all Belleville Area College courses at a tuition rate of two dollars (\$2.00) per semester hour. Any enrollment under this provision of the contract shall only be available if there is sufficient enrollment in each such course section affected to prevent class cancellation for insufficient enrollment prior to any enrollment of the employee, spouse, or child covered by this Agreement.

Section 8.10. Vacations.

- (1) Aviation mechanics and any other full-time faculty member working the administrative calendar (i.e., on a 12-month basis) shall be entitled to fifteen (15) days vacation as provided herein.
- (2) Vacation Scheduling. Vacations shall be scheduled insofar as practicable at the times most desired by each employee subject to approval by the appropriate Dean.
- (3) Separation. Unless an employee is discharged (or resigns when offered that opportunity in lieu of discharge), an employee shall receive vacation pay for all vacation which he is otherwise eligible to take at the time of separation. Such vacation pay shall be on the pro rata basis of one day's pay for every full twenty-five calendar days (commencing with the first day of the Fall Semester) less any vacation taken during that period.

ARTICLE IX

FAIR SHARE

Section 9.1. Fair Share Fee. Full-time faculty members who are non-Union members shall be required, commencing on March 14, 1984 or 60 days after the date of hire, whichever is later, and continuing for the term of this agreement, to pay a fair share fee in accordance with this Article. Each faculty member's fair share shall be computed as follows: At the end of the 1984-85 academic year, the Union will compute and supply to the College administration the cost of the collective bargaining process and defense of this Agreement for that academic year, divided by the total number of full-time faculty members. One-eighteenth of this total fair share amount shall then be deducted from each non-Union faculty member's pay during each of the first 18 pay periods for that faculty member during the 1985-86 academic year. Thereafter, the amount of fair share fee due and owing from each non-Union faculty member shall be deducted in this same manner during any academic year, based upon actual collective bargaining and contract administration costs experienced by the Union during the proceeding academic year.

Should any faculty member object to paying a fair share fee to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such faculty member is a member, an amount equal to the faculty member's fair share should be paid to a non-religious charitable organization mutually agreed upon by the faculty member and the Union. If the faculty member and the Union are unable to agree on the matter, payments

in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois Educational Labor Relations Board. The Union shall certify to the College the charitable organization to which such payments are to be made, or the faculty member may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Union on a monthly basis.

Section 9.2. Indemnification. The Union shall indemnify and hold harmless the Board of Trustees, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise) that shall arise out of complying with the above provision of this article, or in reliance on any list, notice, certification, affidavit or reassignment furnished under any such provisions.



ARTICLE X

SENIORITY

Section 10.1. Definition. Seniority is defined for the purposes of this Agreement as a faculty member's length of continuous service since his last date of hire by the College.

Section 10.2. Standard Load Assignment Procedure. Standard load assignments shall be processed according to the following steps:

- a. The College administration shall draft tentative class schedules;
- b. The appropriate Dean will meet with the faculty committee for their area (and other interested faculty members from each area) regarding such tentative schedules;
- c. If any problems arise, the appropriate Dean and faculty members will try to resolve any such problems. In the event of conflicts in teaching preferences by faculty members, seniority will be a major consideration; (If an individual faculty member has further concerns, they may be appealed to the committee and the appropriate Dean.)
- d. If the problems can not be worked out, the College administration reserves the right, in accordance with the Statement of Board Rights in this Agreement, to make the final scheduling decisions.

Section 10.3. Overload and Summer Assignments. Extra (overload) and summer assignments will be made to qualified full-time faculty members in rotation order based on seniority.

Section 10.4. Summer Load. Consistent with the seniority clause (Section 10.3) and subject to availability, the standard full-time faculty load shall be no more than 11 equated hours per summer term. A faculty member may elect to have his name listed on the summer class schedule for no more than 11 equated hours of

courses for which he is qualified. Full-time faculty members shall be guaranteed a summer contract for all sections which have their name listed in the summer schedule and meet minimum course enrollments. In the event that no section achieves minimum course enrollment, the faculty member shall be guaranteed a summer contract for at least one section or assigned equivalent duties. A faculty member, if qualified, may teach additional sections that are listed as "staff" on the summer schedule and meet minimum course enrollment as long as the total equated load remains no more than 11 equated hours for the summer term. With the approval of both the affected faculty member and the Belleville Campus President, summer teaching loads may be used by full-time faculty at no additional or extra compensation to fulfill the minimum 28 equated hour academic year load as defined in Section 3.1. Service and Work Load Standards.

Section 10.5. Right to Assignments at Granite City and Red Bud. A full-time faculty member has the right to request and to receive an assignment to one or more classes at Granite City and/or Red Bud if such assignment is necessary to enable the faculty member to meet standard load requirements or achieve maximum overload or summer load. Requests for such assignments will be considered in seniority order.

Section 10.6. Office Moves. Offices currently designated as faculty offices will continue to be designated as faculty offices unless the faculty members affected by an office redesignation (the faculty member to be displaced and the faculty

member occupying the office to which the displaced faculty member will be moving) agree to the redesignation.

In the event that an office vacancy occurs due to attrition of faculty within an office area, the vacancy will be offered first to faculty in that office area on a seniority basis. The office may be converted to other use only if no faculty in that office area request reassignment to that office.

Section 10.7. Security. No full-time faculty member shall be dismissed for reason of a reduction in the number of faculty members in the district or as a result of a decision of the Board to discontinue a particular type of teaching service or program if course sections for which the full-time faculty member is qualified are currently being taught by full-time faculty with less seniority or by part-time instructors and there are sufficient course sections available to complete the affected faculty member's base load.

ARTICLE XI

RETRAINING

Full-time faculty members who are employed as such by the College on August 13, 1989 shall be eligible for the retraining and job security provisions set forth herein, subject to the qualifications and procedures also set forth herein. Part-time faculty members now or hereafter employed as such and full-time faculty members hired or rehired after August 13, 1989 are not eligible for these provisions. Tenured faculty members (including full-time faculty members who are tenured as of August 13, 1989 and full-time faculty members who are not tenured as of August 13, 1989 but who subsequently acquire tenure) who are subject to retrenchment or a reduction in force affecting their department or program shall be entitled to receive retraining in lieu of layoff or dismissal. The procedure to be followed shall be as follows:

- (1) The affected faculty member shall be notified of the proposed retrenchment on or before October 15 of the academic year prior to the one in which the retrenchment will be effected;
- (2) Upon receiving such notice, the affected faculty member shall be given the opportunity to meet with the Vice Chancellor for Instruction or his designee, together with the Union President and such other persons as the Vice Chancellor may request to be present, to discuss retraining options;
- (3) At or after the meeting specified in paragraph (2), and after consultation with the affected faculty member, the Vice Chancellor for Instruction will present to the affected faculty member a list of two disciplines, from which list the affected faculty member may select the discipline in which he will be retrained. Disciplines will be selected by the Vice Chancellor for Instruction on the basis of the needs of the College (which shall be paramount), the faculty member's

background and experience, and the desires of the faculty member. Faculty members will not be required to retrain in disciplines the requirements of which include prior work experience that the faculty member does not possess. The faculty member shall have the right to veto one of the two discipline options, in which case the appropriate Dean shall replace the vetoed option with a third discipline option for purposes of enabling the faculty member to choose between the third option and the non-vetoed option;

- (4) A retraining program will be devised by the affected faculty member and the Vice Chancellor for Instruction and retraining schedules and courses will be arranged by the affected faculty member upon approval of the Vice Chancellor for Instruction;
- (5) All tuition and fees directly related to class attendance in accordance with an approved retraining program and schedule shall be paid by the College. The College will pay such tuition and fees when they are due but if the faculty member fails to complete any course with a grade of B or better, the tuition and fees for that course must be refunded to the College by the faculty member;
- (6) Under normal circumstances, it is expected that the necessary retraining will be completed without disruption of normal teaching assignments during the three academic semesters (Spring, Fall, Spring) and two Summers immediately following notification to the affected faculty member, provided:
 - (a) Faculty members who are notified of retrenchment during the Spring semester of the 1983-84 academic year shall have the same amount of time (i.e. three academic semesters following notification--Fall, Spring, Fall, Spring plus two Summers) to complete retraining as faculty members who are notified as of October 15 of any subsequent year;
 - (b) Faculty members may be given an additional semester to complete retraining in extraordinary circumstances (such as for health reasons) upon approval of the Union President and the Belleville Campus President;
- (7) If it is required, the faculty member shall be granted:
 - (a) A "mini-sabbatical" one semester in duration, during which he will be released from his normal class load at 60% of the base pay he would otherwise receive for full-time teaching duties that semester, provided:

- (i.) That the faculty member shall not be eligible to receive overload or other extra assignments from the College during the "mini-sabbatical"; and
 - (ii.) That any and all retraining obligations of the College (including the 60% pay obligation during the "mini-sabbatical") shall cease as of the first day of the employment of the faculty member outside the College (including teaching overload courses at other educational institutions) during the "mini-sabbatical";
- (b) If necessary, an additional semester of release time without pay in which to complete his studies, during which time provisos (i.) and (ii.) of sub paragraph A, above shall also be applicable to this sub paragraph (b).

Faculty members shall not be deprived of movement on the salary schedule accorded to other faculty members as a longevity increment or education lane advancement solely because they are undergoing retraining. A faculty member being retrained who meets the minimum retraining qualifications shall be entitled to pursue further academic credentials in the retraining discipline upon approval of the Belleville Campus President and the Union President. A faculty member who is notified of retrenchment according to this section and who is unable to teach a full standard load through no fault of his own during any of the regular semesters of the retraining period shall nonetheless be paid as though he were teaching a full standard load for that semester, although he may be assigned compensating duties in accordance with Section 3.8.

Faculty members shall not be limited to a single application for retraining. Faculty members who have been retained, but who must be retrained again due to circumstances beyond their

control, will be eligible for retraining under the same conditions as other faculty members.

Once satisfactorily retrained, a faculty member shall be entitled to remain as a full-time faculty member with the College under such terms and conditions, including salary and benefits, as may be established from time to time by the College and/or as the product of negotiations with the Union, until his retirement, death, voluntary resignation, dismissal for cause, or failure of any subsequent retraining, so long as the College continues to exist in its present form. Faculty members who fail to achieve the necessary retraining credentials, as determined by the College, within the time allowed for such retraining in the procedure set forth above, may be dismissed or reassigned by the College subject to applicable law.

ARTICLE XII

SAVINGS

This Agreement is subject to applicable Federal and State law, including the Illinois Educational Labor Relations Act. If any provision of this Agreement, or the application of such provision, should be declared or rendered invalid by any court, by the Illinois Educational Labor Relations Board, or by reason of any existing or subsequently enacted legislation then the remaining parts or provisions of this Agreement shall remain in full force and effect.

ARTICLE XIII
ENTIRE AGREEMENT

Section 13.1. Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment. Amendments may be initiated at the written request of the Board or the AAUP/AFT Chapter, and shall become effective upon adoption by the Board and ratification by the AAUP/AFT chapter, or at such other time as the Board and the AAUP/AFT Chapter may agree.

Section 13.2. Waiver. The Board and the AAUP/AFT Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement even though such

subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XIV
GENDER OF WORDS

The masculine gender as used herein shall be deemed to include the feminine gender, unless in the context of the provision concerned the feminine gender is clearly inappropriate.

ARTICLE XV

REOPENER

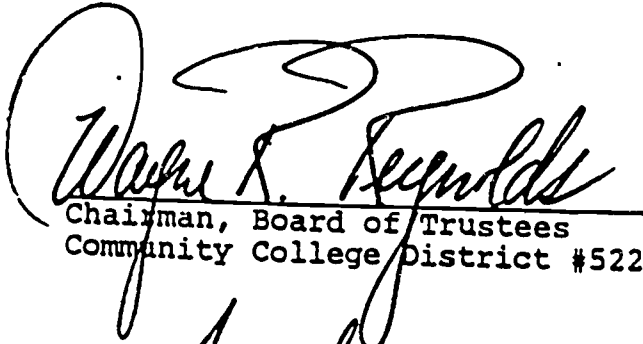
The 1988-89 Appendix A salary schedule only is subject to renegotiation in the following circumstance: The faculty may elect to reopen negotiations only on the 88-89 Appendix A if raises are given to administrative personnel at the administrative levels of Dean, Vice Chancellor, President, or Chancellor, for the 1988-89 academic year. (For the purposes of this reopener, an increase in administrative wages means an increase in the base contract salary of such administrator. It excludes merit increments (1.5%), existing fringe benefits, and overload or evening supervision contracts.)

Notification of such reopening must be given to the College administration by April 1, 1989.

ARTICLE XVI

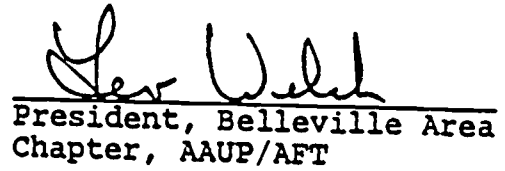
TERM OF AGREEMENT

This Agreement shall be effective on August 17, 1987 and shall expire on the date preceding the first day of the 1989-90 academic year.




Chairman, Board of Trustees
Community College District #522

Dated August 21, 1987



President, Belleville Area
Chapter, AAUP/AFT

Dated August 21, 1987

To Ken Pinzke 
From Bruce Wissore
Subject Professional Development
Date March 2, 1984

I am writing this memo to confirm that in response to Charlie Giedeman's concerns regarding professional development in certain career areas, Dr. Clark and I will review the needs of the individuals he mentioned. We intend to specifically review the areas in which fast-changing technology makes it difficult for full-time faculty to remain current.

kr

To Ken Pinzke
From Bruce Wissore
Subject Contract Concerns
Date March 5, 1984

In regards to your question requesting our intentions concerning class minimums and maximums for the next two years, it is our intention to retain the class minimum of 12 and the class maximum of 40 (except in those cases where lab stations, current practices, or other contractual provisions dictate otherwise) through the Summer semester of 1986.

Regarding the definition of "serious illness," in the event that a child is ill enough that a physician is consulted, I would consider the child's illness to be serious.

kr

MAY 16 1985

AGREEMENT

Between

BOARD OF TRUSTEES OF BLACK HAWK
COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 503

And

BLACK HAWK COLLEGE TEACHERS' UNION

1984-87

2 yr.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - DEFINITIONS -----	1
ARTICLE II - RECOGNITION AND REPRESENTATION -----	2
Section 2.1. Recognition -----	2
Section 2.2. Meeting with Other Faculty Organizations -----	2
Section 2.3. Duty of Fair Representation -----	2
ARTICLE III - STATUS OF THE AGREEMENT -----	3
Section 3.1. Ratification and Amendment -----	3
Section 3.2. Precedence of Agreement -----	3
Section 3.3. External Law -----	3
ARTICLE IV - BOARD RIGHTS -----	3
ARTICLE V - UNION-BOARD RELATIONS -----	5
Section 5.1. No-Discrimination (Union) -----	5
Section 5.2. No-Discrimination (EEO) -----	5
Section 5.3. Dues Checkoff -----	5
Section 5.4. College Services and Facilities -----	5
Section 5.5. Information to the Union -----	6
Section 5.6. Union/Administration Meetings -----	6
Section 5.7. College Calendar -----	6
Section 5.8. Notice of Board Meetings -----	6
Section 5.9. Mailboxes -----	7
Section 5.10. Personnel Files -----	7
ARTICLE VI - GRIEVANCE PROCEDURE -----	7
Section 6.1. Definition -----	7
Section 6.2. Informal Resolution -----	7
Section 6.3. Procedure -----	7
Section 6.4. Limitation on Authority of Arbitrator -----	10
Section 6.5. Union Grievances -----	10
Section 6.6. Group Grievances -----	10
Section 6.7. Time Limits -----	11
Section 6.8. No Reprisals -----	11

	<u>Page</u>
ARTICLE VII - GENERAL PROVISIONS -----	11
Section 7.1. Gender -----	11
Section 7.2. Tuition Waiver -----	11
Section 7.3. Travel Expenses -----	11
Section 7.4. Tuition Reimbursement -----	11
ARTICLE VIII - CONDITIONS OF EMPLOYMENT -----	12
Section 8.1. Academic Freedom -----	12
Section 8.2. Faculty Evaluation -----	12
Section 8.3. Distribution of Overload and Summer School Courses -----	12
Section 8.4. Tenure -----	13
Section 8.5. Office Hours -----	13
Section 8.6. Notice of Resignation -----	13
Section 8.7. Vacations - 12 Month Faculty -----	13
Section 8.8. Correctional Center Faculty -----	14
ARTICLE IX - LEAVES -----	14
Section 9.1. Sick Leave -----	14
Section 9.2. Judicial Leave -----	15
Section 9.3. Bereavement Leave -----	15
Section 9.4. Professional Development Leave -----	16
Section 9.5. Military Leave -----	18
Section 9.6. Maternity Leave -----	18
Section 9.7. Personal Leave Days -----	18
Section 9.8. Personal Leave of Absence -----	19
ARTICLE X - SENIORITY AND REDUCTIONS IN FORCE -----	19
Section 10.1. Definition of Seniority -----	19
Section 10.2. Seniority Upon Return to the Bargaining Unit -----	19
Section 10.3. Reduction in Force -----	20
Section 10.4. Dismissal Procedure -----	20
Section 10.5. Termination of Seniority -----	20
ARTICLE XI - FACULTY WORK LOAD -----	21
Section 11.1. Quad Cities Campus -----	21
Section 11.2. East Campus -----	27

	<u>Page</u>
ARTICLE XII - RANK AND PROMOTION SYSTEM -----	28
Section 12.1. Academic Ranks -----	28
Section 12.2. Eligibility for Promotion -----	29
Section 12.3. Promotion Review Procedure -----	29
Section 12.4. Promotion Parameters -----	30
Section 12.5. Accountability -----	30
ARTICLE XIII - SALARIES AND INSURANCE -----	31
Section 13.1. Salaries -----	31
Section 13.2. Pay Procedures -----	31
Section 13.3. Overload and Summer School Pay -----	31
Section 13.4. Insurance Coverage -----	32
Section 13.5. Right to Change Insurance Carriers -----	32
Section 13.6. Terms of Insurance Policies to Govern -----	32
ARTICLE XIV - NON-INTERRUPTION OF SERVICES AND WORK -----	33
ARTICLE XV - REOPENING -----	33
Section 15.1. Procedure -----	33
Section 15.2. Sections and Matters Subject to Reopening -----	33
ARTICLE XVI - ENTIRE AGREEMENT -----	34
ARTICLE XVII - SAVINGS -----	35
ARTICLE XVIII - TERM OF AGREEMENT -----	35
APPENDIX A - FACULTY SALARY SCHEDULE FOR 1984-85	
APPENDIX B - FACULTY SALARY SCHEDULE FOR 1985-86	
APPENCIX C - FACULTY SALARY SCHEDULE FOR 1986-87	

1

AGREEMENT

2
3
4
5
6
7

This AGREEMENT is entered into this 16th day of May, 1985, by and between the BOARD OF TRUSTEES OF BLACK HAWK COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 503 (hereinafter referred to as the "Board") and the BLACK HAWK COLLEGE TEACHERS' UNION LOCAL 1836, an affiliate of the IFT (hereinafter referred to as the "Union"), and only applies to said parties.

8

W I T N E S S E T H :

9
10
11
12

WHEREAS, the Board has recognized the Union as the exclusive bargaining representative for faculty included in the appropriate bargaining unit set forth in Article I of this Agreement;

13
14
15
16
17
18
19
20

WHEREAS, the Board and the Union have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the faculty members included in the appropriate bargaining unit insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Black Hawk College and are consonant with the paramount interests of the public and the students of Black Hawk College;

21
22
23
24
25
26
27

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by law, for the salaries, fringe benefits and terms and conditions of employment of the faculty members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of Black Hawk College, and to provide an orderly and prompt method of handling and processing grievances;

28
29

NOW, THEREFORE, the parties agree with each other as follows:

30

ARTICLE I

31

DEFINITIONS

32
33

This Agreement shall incorporate the definitions enumerated below:

34
35
36
37
38
39

Board -- The terms "Board" or "Board of Trustees" shall mean the Board of Trustees of Public Community College District No. 503, Rock Island, et al., Counties, State of Illinois, operating as Black Hawk College, as established pursuant to Illinois Revised Statutes, chapter 122, and its authorized representatives.

1 College -- The term "College" shall mean Black Hawk
2 College and its authorized representatives.

3 Faculty -- The terms "faculty," "faculty member" or
4 "full-time faculty member" shall mean full-time professional
5 instructional employees as well as all full-time professional
6 employees holding the positions of those eligible to vote in
7 the representation election conducted on February 29, 1984,
8 including full-time teaching employees, counselors, librarians,
9 the Coordinator of Apprentice Program and the Coordinator of
10 Respiratory Therapy Programs, as well as any full-time employees
11 subsequently appointed to these positions.

12 Bargaining Unit -- The term "bargaining unit" shall mean
13 the group of professional employees consisting of the "faculty"
14 as defined in this Article.

15 Union -- The term "Union" refers to the Black Hawk College
16 Teachers' Union Local 1836, IFT, and its authorized
17 representatives.

18 ARTICLE II

19 RECOGNITION AND REPRESENTATION

20 Section 2.1. Recognition. The Board recognizes the Union
21 as the sole and exclusive bargaining representative for the
22 full-time "faculty" as defined in Article I. Excluded from the
23 bargaining unit are all others, including but not limited to
24 part-time faculty (i.e., non full-time faculty), short-term
25 employees (i.e., those employed for less than a full semester),
26 clerical, technical and support staff employees, any managerial
27 employees, or employees having the authority to hire, transfer,
28 assign, promote, discharge, discipline, evaluate, or process
29 grievances of other employees or having the responsibility to
30 make effective recommendations thereon (hereinafter "supervisory
31 employees"), and confidential employees.

32 Section 2.2. Meeting with Other Faculty Organizations.
33 This Agreement shall not be construed to prevent the Board or
34 any administrator from meeting with any employee or employee
35 organization representing full-time faculty members for the
36 purpose of hearing the views and proposals of such employee or
37 such employee organization, provided that as to those matters
38 covered by this Agreement no change or modification shall be
39 made except after negotiations with the Union.

40 Section 2.3. Duty of Fair Representation. The Union
41 agrees to fulfill its duty to fairly represent all employees in

1 the bargaining unit regardless of Union membership. The Union
2 further agrees to indemnify and hold harmless the Board from
3 any and all liability, including monetary damages, resulting
4 from any failure on the part of the Union to fulfill its duty
5 of fair representation.

6 ARTICLE III

7 STATUS OF THE AGREEMENT

8 Section 3.1. Ratification and Amendment. This Agreement
9 shall become effective when ratified by the Board and Union and
10 signed by authorized representatives thereof and may be amended
11 or modified during its term only with mutual written consent of
12 both parties.

13 Section 3.2. Precedence of Agreement. If there is any
14 conflict between the written terms of this Agreement and the
15 terms of any individual contract of employment or any written
16 Board policies, rules and regulations which may be in effect
17 from time to time, the written terms of this Agreement shall be
18 controlling.

19 Section 3.3. External Law. If there is any conflict
20 between the provisions of this Agreement and any legal obliga-
21 tions or affirmative action requirements imposed on the Board
22 by federal or state law, such legal obligations or affirmative
23 action requirements thus imposed shall be controlling.

24 ARTICLE IV

25 BOARD RIGHTS

26 It is understood and agreed that the Board possesses the
27 right and authority to operate and direct the employees of the
28 College in all respects, including, but not limited to, all
29 rights and authority exercised by the District prior to the
30 execution of this Agreement, except as specifically limited in
31 this Agreement. The authority and powers of the Board as
32 prescribed by the Statutes and Constitution of the State of
33 Illinois and the United States shall continue unaffected by
34 this Agreement except as expressly limited by the express
35 provisions of this Agreement. These rights include, but are
36 not limited to, the following:

- 37 1. To maintain executive management and administrative
38 control of the District and its properties and
39 facilities and the activities of its employees as
40 related to the conduct of District affairs;

- 1 2. To delegate authority through recognized administra-
2 tive channels for the development and organization
3 of the means and methods of instruction according to
4 current Board policy or as the same may from time to
5 time be amended;

- 6 3. To establish, modify or eliminate programs,
7 curriculums and/or courses of instruction, including
8 special programs, and athletic, recreational and
9 social events for students, and to determine whether
10 to provide or purchase goods and services, all as
11 deemed necessary or advisable by the Board;

- 12 4. To hire all employees and, subject to provisions of
13 law, to determine their qualifications, and the
14 conditions for their continued employment, or their
15 dismissal or demotion, and to evaluate, promote and
16 transfer all such employees;

- 17 5. To determine student assignments, academic calendar,
18 class schedules, class size, non-classroom assign-
19 ments, the hours and places of instruction, policies
20 on student examinations, and the duties, responsi-
21 bilities, and assignment of those in the bargaining
22 unit.

23 The exercise of the foregoing powers, rights, authorities,
24 duties and responsibilities by the Board, the adoption of
25 policies, rules, regulations and practices in furtherance
26 thereof, shall be limited only by the specific and express terms
27 of this Agreement and then only to the extent such specific and
28 express terms hereof are in conformance with the Constitution
29 and laws of the State of Illinois and the Constitution and laws
30 of the United States.

31 No action, statement, agreement, settlement, or representa-
32 tion made by any member of the bargaining unit shall impose any
33 obligation or duty or be considered to be authorized by or
34 binding upon the Board unless and until the Board has agreed
35 thereto in writing.

36 Nothing contained herein shall be construed to deny or
37 restrict the Board of its rights, responsibilities, and
38 authority under the Illinois Public Community College Act or
39 any other national, state, county, district, or local laws or
40 regulations as they pertain to education.

ARTICLE V

UNION-BOARD RELATIONS

1
2
3 Section 5.1. No-Discrimination (Union). Membership in
4 the Union or in any other employee organization or association
5 affiliated or not affiliated with the College shall not be a
6 condition of employment for any faculty member. The Board
7 shall not discriminate in hiring, tenure, promotion, or con-
8 tinuity of employment or otherwise because of any employee's
9 membership or lawful organization activities in the Union or in
10 any other employee organization or his/her refusal to join any
11 such organization or to participate in any such activities.

12 Section 5.2. No-Discrimination (EEO). In accordance with
13 applicable federal and state law, neither the Board nor the
14 Union shall discriminate on the basis of a faculty member's
15 race, creed, color, sex, national origin, religion, age, or
16 handicap unrelated to ability to perform the particular work
17 involved. Any disagreement concerning the interpretation and
18 application of this Section shall be resolved through the
19 appropriate federal or state agency or court rather than
20 through the grievance procedure set forth in this Agreement.

21 Section 5.3. Dues Checkoff. Upon receipt by the
22 College's Chief Financial Officer or his designee from a
23 full-time faculty member covered by this Agreement of a
24 lawfully written authorization form, which may be revoked in
25 writing at any time, the Board agrees to deduct the regular
26 monthly Union dues and/or COPE contributions of such full-time
27 faculty member from his pay and remit such deduction by the
28 fifteenth (15th) day of the succeeding month to the Treasurer
29 of the Union. If a faculty member has no earnings due for a
30 given pay period, the Union shall be responsible for collecting
31 such faculty member's dues and/or COPE contributions for that
32 period. The Union will notify the College's Chief Financial
33 Officer or his designee of the exact uniform amount of the
34 regular monthly membership dues and/or COPE contributions to be
35 deducted.

36 The Union agrees to indemnify and hold the Board harmless
37 against any and all claims, suits, orders, or judgments for
38 monetary damages brought or issued against the Board as a
39 result of any action taken or not taken by the Board under the
40 provisions of this Section.

41 Section 5.4. College Services and Facilities. In
42 accordance with applicable Board policy, the Union shall have
43 the right (1) to use College office services (duplicating and

1 printing), provided the Union agrees to pay the standard rates
2 for the services and supplies used, and (2) to the same access
3 as other College organizations have to use College facilities
4 for meetings. Use of such services and facilities shall be
5 coordinated, scheduled and prioritized by the appropriate
6 administrative officers.

7 Section 5.5. Information to the Union. Within a period
8 of not more than ten (10) days following a written request by
9 the Union President and/or his/her designee, the Board shall
10 provide the Union with access to public, non-confidential,
11 information which relates directly to the Union's function as
12 the exclusive bargaining representative for the full-time
13 faculty, and which is not otherwise exempt from disclosure
14 under the Illinois Freedom of Information Act or other
15 applicable state or federal law, rule or regulation. Nothing
16 herein shall require the Board to prepare, collate, or copy any
17 information or reports; however, if extra copies of requested
18 materials are readily available, they shall be provided to the
19 Union without charge.

20 Section 5.6. Union/Administration Meetings. Upon the
21 reasonable request of either party, the chief executive officers
22 or their designees of the College and the Union shall meet to
23 discuss matters of mutual concern that do not involve negotia-
24 tions. When representatives of the Union meet with members of
25 the Administration to discuss matters of mutual concern, Union
26 representatives (not to exceed five) shall suffer no loss in
27 pay. However, meetings shall be scheduled in such a manner as
28 to minimize the loss of scheduled class time, student appoint-
29 ments or counselors office duty. Such meeting time shall be
30 held during the normal working day.

31 Section 5.7. College Calendar. The regular academic year
32 (fall and spring semesters) shall not exceed one hundred
33 seventy-six (176) working days, not including holidays, break
34 periods, and days classes are cancelled due to inclement
35 weather or other causes. There shall not be more than one
36 hundred fifty-six (156) classroom instructional days for the
37 regular academic year (fall and spring semesters). For faculty
38 employed on twelve-month contracts, the number of working days
39 shall not exceed two hundred forty-one (241) and the number of
40 classroom instructional days shall not exceed two hundred
41 twenty-one (221). Prior to the adoption by the Board of the
42 College calendar, the Chancellor or the Chancellor's designee
43 will meet with the Union President or the Union President's
44 designee to discuss same.

45 Section 5.8. Notice of Board Meetings. The President of
46 the Union or his designee shall be given written notice of all

1 regular and special meetings of the Board, together with a copy
2 of the agenda and Board reports. These shall be provided no
3 later than twenty-four (24) hours prior to each Board meeting.

4 Section 5.9. Mailboxes. The Union President or other
5 member of the bargaining unit shall have the right to place
6 noninflammatory notices and materials relating to legitimate
7 Union activities in the mailboxes of faculty members covered by
8 this Agreement. The Union shall have the right to reasonable
9 use of the campus mail distribution system. The Union shall
10 not use the campus mail distribution system for notices or
11 materials that are either inflammatory or partisan-political in
12 nature.

13 Section 5.10. Personnel Files. Upon written request, a
14 faculty member shall be given one (1) copy of his own personnel
15 file without charge each fiscal year.

16 ARTIC ,E VI

17 GRIEVANCE PROCEDURE

18 Section 6.1. Definition. A grievance shall mean a
19 complaint by a faculty member that there has been as to him a
20 violation or misinterpretation or misapplication of the
21 specific terms of this Agreement.

22 Section 6.2. Informal Resolution. The parties are
23 encouraged to resolve through informal discussions any
24 grievances as defined herein. When specifically requested by
25 the faculty member, a Union representative may accompany the
26 faculty member to assist in the informal resolution of the
27 grievance. Such informal discussions are not to be construed
28 as a part of the grievance procedure.

29 Section 6.3. Procedure. If such informal discussions do
30 not lead to a satisfactory resolution of a grievance as defined
31 herein, the grievance shall be processed according to the
32 following procedure. The term "days" as used in the following
33 procedure refers to days the College administrative offices are
34 open, unless otherwise indicated.

35 First Step.

- 36 (1) If the faculty member is unable to resolve a
37 grievance informally, a written statement of the
38 grievance shall be prepared, signed and delivered to
39 the faculty member's Division Director or other
40 immediate supervisor who is not a member of the

1 bargaining unit within fifteen (15) calendar days
2 after the first event giving rise to the grievance.
3 The faculty member shall simultaneously deliver a
4 copy of the written grievance to the Union President.
5 The written grievance shall specify the section or
6 sections of this Agreement that are allegedly
7 violated, misinterpreted, or misapplied, the full
8 facts on which the grievance is based and the
9 specific relief requested.

10 (2) Within five (5) days after the written grievance is
11 submitted, a meeting shall be held with the
12 grievant's immediate supervisor who is not a member
13 of the bargaining unit or his designee to resolve the
14 grievance at a time mutually agreed to by all the
15 parties concerned, including a Union representative
16 if the faculty member specifically so requests.

17 (3) The Division Director or other immediate supervisor
18 or his designee will answer the grievance in writing
19 within five (5) days after such meeting.

20 Second Step:

21 (1) If the faculty member is not satisfied with the
22 First Step decision, the grievance may be referred
23 to the appropriate Dean within five (5) days after
24 the First Step answer is provided.

25 (2) Within five (5) days thereafter, a meeting shall be
26 held between the faculty member, a Union represen-
27 tative if requested by the faculty member, the Dean
28 or his designee, and other appropriate administrative
29 personnel.

30 (3) The Dean or his designee shall deliver an answer to
31 the grievant within five (5) days after such meeting.

32 Third Step:

33 (1) If the faculty member is not satisfied with the
34 Second Step decision, the grievance shall be referred
35 to the appropriate Campus President and the College
36 Chancellor within five (5) days after the Second Step
37 answer is provided.

38 (2) Within five (5) days thereafter, a meeting shall be
39 held between the faculty member, a Union
40 representative if requested by the faculty member,

1 the President or his designee, the Chancellor or his
2 designee, and other appropriate administrative
3 personnel.

- 4 (3) The Chancellor or his designee shall deliver an
5 answer to the grievant within ten (10) days after
6 such meeting.

7 Fourth Step:

8 (1) If the Union is not satisfied with the decision at
9 the Third Step, the Union may refer the grievance to
10 arbitration within fourteen (14) calendar days after
11 the decision is provided at the Third Step, by
12 written notice to the College Chancellor.

13 (2) The parties shall attempt to agree upon an arbitrator
14 within seven (7) calendar days after receipt of the
15 notice of referral. In the event the parties are
16 unable to agree upon an arbitrator within said seven
17 (7) day period, the parties shall immediately jointly
18 request the Federal Mediation and Conciliation
19 Service to submit a panel of five (5) arbitrators.
20 Each party retains the right to reject one panel in
21 its entirety and request that a new panel be
22 submitted. Both the Union and the Board shall have
23 the right to strike two (2) names from the panel.
24 The party requesting arbitration shall strike the
25 first two names; the other party shall then strike
26 two names. The person remaining shall be the
27 arbitrator.

28 (3) The arbitrator shall be notified of his selection and
29 shall be requested to set a time and place for the
30 hearing, subject to the availability of Union and
31 Board representatives.

32 (4) The arbitrator shall submit his recommendation in
33 writing within thirty (30) calendar days following
34 the close of the hearing or the submission of briefs
35 by the parties, whichever is later.

36 (5) More than one grievance may be submitted to the same
37 arbitrator if both parties mutually agree in writing.

38 (6) The fees and expenses of the arbitrator and the cost
39 of a written transcript for the arbitrator shall be
40 divided equally between the Board and the Union;
41 provided, however, that each party shall be

1 responsible for compensating its own representatives
2 and witnesses, and purchasing its own copy of the
3 written transcript.

4 Section 6.4. Limitation on Authority of Arbitrator. The
5 arbitrator shall have no right to amend, modify, nullify,
6 ignore, add to, or subtract from the provisions of this
7 Agreement. The arbitrator shall consider and decide only the
8 question of fact as to whether there has been a violation,
9 misinterpretation, or misapplication of the specific provisions
10 of this Agreement based on the specific issue submitted to the
11 arbitrator by the parties in writing. If no joint written
12 stipulation of the issue is agreed to by the Board and Union,
13 the arbitrator shall be empowered to determine the issue raised
14 by the grievance as submitted in writing at the First Step
15 (Second Step in the case of a Union Grievance or Group
16 Grievance). The arbitrator shall have no authority to make a
17 recommendation on any issue not so submitted or raised. The
18 arbitrator shall be without power to make recommendations
19 contrary to or inconsistent with in any way applicable laws or
20 rules and regulations of administrative bodies that have the
21 force and effect of law. The arbitrator shall not in any way
22 limit or interfere with the powers, duties and responsibilities
23 of the Board under law and applicable court decisions. The
24 decision of the arbitrator, if made in accordance with the
25 jurisdiction and authority granted to the arbitrator pursuant
26 to this Agreement, will be accepted as final by the Board, the
27 Union, and the faculty member, and all parties will abide by it.

28 Section 6.5. Union Grievances. If a grievance alleges a
29 violation, misinterpretation, or misapplication of the specific
30 terms of this Agreement that relate directly to Union rights
31 (e.g., dues checkoff, mail boxes, and information to the Union),
32 or, if a grievance arises out of the same facts and alleges the
33 same violation, misinterpretation, or misapplication of the
34 specific terms of this Agreement as to a class of three (3) or
35 more faculty members, the Union, acting through the Union
36 President, shall have the right to submit a grievance at the
37 Second Step of the grievance procedure. Any such grievance
38 shall be submitted within fifteen (15) calendar days after the
39 first event giving rise to the grievance.

40 Section 6.6. Group Grievances. If a grievance involving
41 two or more faculty members arises out of the same facts and
42 alleges a violation, misinterpretation, or misapplication of
43 the same specific terms of this Agreement, it may be submitted
44 as a group grievance in accordance with the procedure set forth
45 in Section 6.3 above, provided that any such grievance shall be
46 submitted in writing at the Second Step and shall be signed by
47 any faculty members who want their grievance heard as a group

1 grievance. The resolution of a group grievance shall be
2 limited to those faculty members who are identified by name in
3 the grievance.

4 Section 6.7. Time Limits. No grievance shall be
5 entertained or processed unless it is submitted within fifteen
6 (15) calendar days after the first event giving rise to the
7 grievance. If a grievance is not presented within this time
8 limit, it shall be considered "waived." If a grievance is not
9 appealed to the next step within the specified time limit or an
10 agreed extension thereof, it shall be considered settled on the
11 basis of the Board's last answer. Failure at any step of this
12 procedure to hold a meeting or communicate a decision on a
13 grievance within the specified time limits shall permit the
14 aggrieved party to treat the grievance as denied and to proceed
15 immediately to the next step. The parties may by mutual
16 agreement in writing extend any of the time limits set forth in
17 this Article.

18 Section 6.8. No Reprisals. No reprisals of any kind
19 shall be taken by the Board or the Union against a faculty
20 member because of his participation in this grievance
21 procedure. The Union shall not participate in reprisals of any
22 kind against administrators or supervisors for any testimony or
23 decisions given because of their participation in this
24 grievance procedure.

25 ARTICLE VII

26 GENERAL PROVISIONS

27 Section 7.1. Gender. Unless the context in which they
28 are used clearly requires otherwise, words used in this
29 contract denoting gender shall refer to both the masculine and
30 feminine.

31 Section 7.2. Tuition Waiver. The Board shall waive the
32 cost of tuition for faculty members, spouses, and their depen-
33 dents under the age of twenty-three (23) taking courses at
34 Black Hawk College.

35 Section 7.3. Travel Expenses. Faculty members shall be
36 reimbursed at the rate of twenty cents (\$.20) per mile for
37 travel on College business in their personal automobile if such
38 travel has been approved in advance by the appropriate Division
39 Director and Dean.

40 Section 7.4. Tuition Reimbursement. Faculty members may
41 receive reimbursement for study taken during the academic year
42 and summer sessions within budget limitations. Payment will be

1 made upon satisfactory completion of the course work taken,
2 provided that the study is appropriate to the assignment of the
3 faculty member and has had prior written approval from the
4 appropriate Dean. Reimbursement shall be limited to tuition,
5 and may be paid up to a maximum of \$900 for courses completed
6 in a given semester or summer session, and a maximum of \$1,200
7 for courses completed in a given year. Requests for reimburse-
8 ment must be submitted within sixty (60) days of the end date
9 of the course taken.

10 ARTICLE VIII

11 CONDITIONS OF EMPLOYMENT

12 Section 8.1. Academic Freedom. Within the scope of their
13 duties and responsibilities, the Board, the Union, and the
14 faculty members covered by this Agreement recognize their
15 responsibility to protect and encourage the search for
16 knowledge and its dissemination. Faculty members have both the
17 freedom and obligation to adequately investigate and to present
18 to their students, based upon their professional judgment,
19 available information and matters related to the subject being
20 taught and to the education and training of their students in
21 that subject. The course content must be consistent with the
22 purpose and objectives of the course as adopted by the College
23 and approved by the Illinois Community College Board. Faculty
24 members shall at all times try to be accurate, show respect for
25 the opinion of others, present all facets of controversial
26 issues in an unbiased manner, identify their own personal
27 persuasion on controversial issues, and make every effort,
28 where appropriate, to indicate that they are not institutional
29 spokespersons.

30 Within the broad framework of academic freedom affirmed
31 above, the faculty shall continue to have the individual right
32 and responsibility to determine course content, teaching
33 methods, and textbooks subject to applicable College policies
34 and procedures.

35 Section 8.2. Faculty Evaluation. The performance of
36 ncntenured faculty members shall formally be evaluated at least
37 annually by the College administration.

38 Section 8.3. Distribution of Overload and Summer School
39 Courses. Overload and summer session courses (up to two at a
40 time) shall be distributed as equitably as practicable on the
41 basis of seniority by rotation within a division among faculty
42 members at each Campus who are determined to be qualified to
43 teach the course in question. Faculty members who turn down

1 overload or summer assignments shall be credited with such
2 assignments for the purposes of this Section. If a faculty
3 member demonstrates that he has not received his share of
4 overload or summer assignments for which he is qualified to
5 teach, he shall be given preference for future overload or
6 summer assignments until the imbalance is corrected. Full-time
7 faculty within a division shall be given preference for overload
8 and summer school assignments over full-time faculty in other
9 divisions and part time. Division Directors may establish
10 deadlines by which faculty members must submit requests for
11 overload or summer assignments.

12 Section 8.4. Tenure. Full-time faculty members shall be
13 eligible for tenure in accordance with the applicable provisions
14 of the Illinois Community College Tenure Act. Neither this
15 Section nor any matter relating to tenure shall be subject to
16 the grievance and arbitration procedure set forth in this
17 Agreement.

18 Section 8.5. Office Hours. Each faculty member shall
19 keep five (5) scheduled office hours each week (or more as the
20 faculty member deems appropriate). These five (5) office hours
21 shall be scheduled on at least three (3) days of each week
22 College classes are in session.

23 Section 8.6. Notice of Resignation. If a faculty member
24 is contemplating resignation, it should be discussed with his
25 immediate supervisor who is not a member of the bargaining unit
26 at the earliest possible time. The resignation of a faculty
27 member shall be submitted in writing to the President of the
28 Campus to which that faculty member is assigned. Normally a
29 resignation need not be accepted after June 15, except in
30 extreme cases, and then subject to the availability of a
31 replacement satisfactory to the President of the Campus to
32 which the faculty member is assigned.

33 Section 8.7. Vacations - 12 Month Faculty. Faculty
34 members under twelve (12) month contracts shall be entitled to
35 twenty (20) paid vacation days per year. Vacation time shall
36 be accumulated at the rate of one and two-thirds (1.667) days
37 per month.

38 Vacation days may be accumulated to a maximum not to
39 exceed forty (40) days. Any accrued vacation days in excess of
40 forty (40) effective July 1, 1986, will be forfeited. Faculty
41 under twelve (12) month contracts whose positions are funded by
42 grants will not be allowed to accumulate vacation days beyond
43 the end of a fiscal year. Upon separation of employment from
44 the College, the faculty member shall take the accumulated days

1 of vacation or shall be paid for the number of accumulated days
2 at one hundred percent (100%) pro rata portion of his base pay,
3 up to and including forty (40) days.

4 Vacation schedules shall be determined and approved in
5 advance by appropriate administrators and organized so that
6 some personnel will always be on duty.

7 Section 8.8. Correctional Center Faculty. Notwithstanding
8 anything in Section 3.2 (Precedence of Agreement) or elsewhere
9 in this Agreement, all terms of this Agreement and any and all
10 terms and conditions of employment for faculty assigned to the
11 Correctional Center shall be subject to and controlled by the
12 Contractors Handbook issued by the Illinois Department of
13 Corrections (DOC) and any and all written or oral conditions,
14 instructions or directives issued by the DOC and its representa-
15 tives and agents (including the DOC School District #428 or its
16 successor and the Warden of the Correctional Center) which
17 affect or relate to the compensation or terms and conditions of
18 employment for faculty assigned to the Correctional Center. In
19 the event such written or oral conditions, instructions or
20 directives or the Contractors Handbook permit, but do not
21 require, more favorable terms and conditions of employment than
22 are provided for in this Agreement, the terms of this Agreement
23 shall apply. Any such written or oral conditions, instructions
24 or directives, and the Contractors Handbook, as well as the
25 interpretation of same by the DOC and its various representa-
26 tives and agents, shall not be subject to the grievance and
27 arbitration procedures of this Agreement.

28 ARTICLE IX

29 LEAVES

30 Section 9.1. Sick Leave. Nine-month faculty with fewer
31 than three years of full-time service shall accumulate sick
32 leave at the rate of ten (10) days per year. Nine-month
33 faculty with three to fifteen years of full-time service shall
34 accumulate sick leave at the rate of twelve (12) days per
35 year. Nine-month faculty with fifteen or more years of full-
36 time service shall accumulate sick leave at the rate of fifteen
37 (15) days per year.

38 Twelve-month faculty with less than three years of full-
39 time service shall accumulate sick leave at the rate of twelve
40 (12) days per year. Twelve-month faculty with three to fifteen
41 years of full-time service shall accumulate sick leave at a
42 rate of fifteen (15) days per year. Twelve-month faculty with
43 fifteen or more years of service shall accumulate sick leave at
44 a rate of nineteen (19) days per year.

1 A sick leave bonus plan for full-time faculty with less
2 than three years of full-time service allows for an additional
3 two (2) days of sick leave per year for nine-month faculty and
4 three (3) days per year for twelve-month faculty who use no
5 sick leave days during a fiscal year.

6 Sick leave shall be accumulated without limit for both
7 nine and twelve-month faculty, and unused sick leave shall be
8 applied toward service credit for retirement under the State
9 Universities Retirement System (SURS).

10 A faculty member shall notify his/her immediate supervisor
11 who is not a member of the bargaining unit as soon as possible
12 when it is necessary to use accumulated sick leave days. Sick
13 leave may be used only where absence from work is necessary due
14 to the personal illness or disability of the faculty member or
15 permanent resident of the faculty member's household.

16 The Board reserves the right to require a certification
17 from a physician or other licensed health care professional for
18 the use of sick leave. The Board reserves the right to require
19 periodic physical examinations during the period of an
20 employee's absence due to sickness or disability. Examinations
21 administered by a physician selected by the Board shall be at
22 the Board's expense.

23 Section 9.2. Judicial Leave. Faculty members subpoenaed
24 as witnesses or summoned to jury duty shall receive time off
25 with pay, provided that proper notice is given to his immediate
26 supervisor who is not a member of the bargaining unit. A
27 faculty member shall notify his immediate supervisor who is not
28 a member of the bargaining unit as soon as possible after being
29 subpoenaed or summoned. The faculty member will receive the
30 difference between the daily rate of pay received for jury or
31 court duty and his/her regular rate of pay, provided the
32 faculty member's daily rate of pay is more than received from
33 court duty. Any expenses (mileage, meals, etc.) paid by the
34 court to the faculty member shall be retained by the faculty
35 member. Should the jury not meet, or when a jury session or
36 witness appearance is finished early, the faculty member is
37 expected to report back to work.

38 Section 9.3. Bereavement Leave. In the event of the
39 death of a member of the faculty member's immediate family, the
40 faculty member shall be entitled to a leave of absence of up to
41 a maximum of five (5) consecutive calendar days with pay
42 (excluding weekends and holidays) for the purpose of attending
43 the funeral and for making funeral arrangements. The term
44 "immediate family" shall mean the faculty member's husband,
45 wife, child, father, mother, father-in-law, mother-in-law,
46 brother, sister or relative living in the immediate household.

1 A faculty member shall be entitled to a leave of absence
2 not to exceed one (1) day with pay to attend the funeral
3 services of other relatives or permanent resident of the
4 faculty member's household. A maximum of two (2) days may be
5 allowed if travel is involved for an out-of-town funeral for
6 such other relatives.

7 Additional time off in connection with funerals that would
8 exceed the limitations indicated above may be excused without
9 pay or applied against annual vacation, if eligible. This
10 additional time must be approved by the appropriate Division
11 Director and Dean.

12 Section 9.4. Professional Development Leave.

13 Professional Development Leave may be granted at the sole
14 discretion of the Board to eligible faculty members. To be
15 eligible to apply for a professional development leave, a
16 faculty member must have completed a minimum of six (6)
17 continuous years of full-time academic service with the College.

18 To be considered for a Professional Development Leave,
19 eligible faculty members must submit a detailed written plan to
20 the Campus President prior to December 1 of the academic year
21 preceding the academic year in which the faculty member desires
22 the leave to begin. A Professional Development Leave may also
23 be initiated by the Campus President at any time. A profes-
24 sional development leave may be granted for one or more of the
25 following purposes: formal study in a major or cognate field
26 at an accredited institution, professional research, or inquiry
27 at an accredited institution which will advance the faculty
28 member's knowledge of his field and/or improve his professional
29 skills. A faculty member may also submit a written plan for a
30 Professional Development Leave for other purposes which are
31 beneficial and in the best interest of the College as determined
32 by the Board upon the recommendation of the Campus President
33 and Chancellor. A request for a Professional Development Leave
34 initiated by an individual faculty member shall be reviewed by
35 a committee appointed by the Campus President or Chancellor
36 which committee shall include faculty representatives. The
37 committee shall be constituted as defined in the current
38 Faculty Handbooks.

39 Any faculty member who has applied for and been denied a
40 Professional Development Leave by the Chancellor may request a
41 hearing before an Appeals Committee. The Appeals Committee
42 shall be composed of the Campus President, the appropriate Dean,
43 and one faculty member serving on the Professional Development
44 Leave Committee. The Appeals Committee shall inform the faculty
45 member in writing of the reasons for the refusal. The faculty
46 member will then have the option of making an oral and/or

1 written presentation to the Appeals Committee within three (3)
2 weeks. After this presentation, if any, the recommendation of
3 the Appeals Committee will be forwarded to the Chancellor for
4 final resolution. The Chancellor shall inform the affected
5 faculty member of his final decision within fifteen (15)
6 calendar days.

7 If a faculty member is granted a Professional Development
8 Leave for two semesters (one academic year), the faculty member
9 shall be paid one-half of his base salary. If a faculty member
10 is granted a Professional Development Leave for one semester or
11 less, the faculty member shall be paid his full base salary for
12 the period of the leave. Faculty members on Professional
13 Development Leave shall not be subject to any prohibitions on
14 their income not applicable to faculty members not on Profes-
15 sional Development Leave.

16 The period of a Professional Development Leave will not be
17 considered a break in service and it will count toward a faculty
18 member's vertical movement on the salary schedule. When a
19 faculty member is on a Professional Development Leave, the
20 faculty member will continue to receive the same group
21 hospitalization and life insurance benefits and other fringe
22 benefits that are provided by the Board for faculty members
23 generally. At the end of a Professional Development Leave, the
24 faculty member shall return to employment at the College in the
25 position he left, if available, or to another full-time faculty
26 position for which he is qualified and has the necessary
27 seniority as required by the Illinois Community College Tenure
28 Act.

29 Professional Development Leave is conditional upon
30 compliance with the terms and conditions on which it was
31 granted, modifications of which may not be made without Board
32 approval. Upon completion of a Professional Development Leave,
33 the faculty member shall present a full written report to the
34 Campus President demonstrating compliance with the terms and
35 conditions upon which the leave was granted.

36 A faculty member is expected to remain an employee of the
37 College for two (2) years following completion of the leave.
38 If the faculty member fails to remain an employee for one (1)
39 year after the expiration of a Professional Development Leave,
40 he shall reimburse the College for the entire compensation
41 received while on such leave, and if a faculty member leaves
42 the College employment during the second year following the
43 expiration of a Professional Development Leave, he shall
44 reimburse the college for twenty-five percent (25%) of the
45 compensation received while on said leave.

1 Section 9.5. Military Leave. Faculty members who serve in
2 reserve units or in the National Guard are required, to the
3 extent possible, to schedule service periods outside the
4 regular academic year so as not to interfere with their work
5 for the College. If a faculty member is mandated during the
6 regular academic year to serve in the National Guard or a
7 reserve unit, he/she has the option of continuing on regular
8 salary or collecting military pay, but not both. If the choice
9 is to receive regular College salary, the military pay must be
10 turned over to the College. This same provision regarding
11 salary shall apply to faculty mandated to serve in the National
12 Guard or military reserve during a summer school teaching
13 assignment and to faculty employed on twelve-month contracts.

14 A faculty member will be granted a leave of absence without
15 pay if he/she is drafted or otherwise called to active duty in
16 the military service of the United States. The faculty member
17 will be reemployed at the end of military service, provided
18 that an opening exists for which the faculty member is qualified
19 (or, in the case of a tenured faculty member, if there is a
20 position for which he/she is qualified that is held by a less
21 senior faculty member). Time spent on military leave shall be
22 counted toward service credit for seniority and sabbatical
23 leave, will not constitute a break in service or affect a
24 vertical movement on the salary schedule, and it shall not
25 count toward completion of eligibility requirements for tenure.

26 Section 9.6. Maternity Leave. Sick leave will be granted
27 for purposes of child bearing on the same terms and conditions
28 as any other illness or disability.

29 Section 9.7. Personal Leave Days. Each faculty member
30 shall be permitted without loss of salary two (2) days each
31 year to transact personal business which cannot be handled
32 during non-working time, including personal matters of an
33 emergency nature that cannot be handled during non-working
34 time. Any unused personal days for the immediately preceding
35 academic or fiscal year shall be accumulated up to a maximum of
36 three (3) days for use as personal leave days in succeeding
37 years.

38 Written application for such leave shall be made to the
39 faculty member's immediate supervisor who is not a member of
40 the bargaining unit at least three (3) academic work days prior
41 to the desired day of such leave, provided that in an emergency
42 an application may be made at a later time. Personal leave for
43 a proper purpose shall not be denied arbitrarily.

44 Personal leave may not be taken on commencement day, or
45 immediately preceding or following a vacation period (which
46 shall include mid-week holidays or weekends annexed to

1 holidays), or the first five (5) working days of each semester,
2 unless the faculty member receives permission from the faculty
3 member's immediate supervisor who is not a member of the
4 bargaining unit due to the existence of extraordinary or
5 emergency circumstances.

6 Section 9.8. Personal Leave of Absence. A personal leave
7 of absence without pay for a period not to exceed one (1) year
8 may be granted to a faculty member for reasons which are deemed
9 acceptable by the appropriate Dean and Campus President. Such
10 leaves may be granted for travel, professional study, parenting
11 or other personal reasons. Such leaves are subject to approval
12 by the Board of Trustees.

13 Time spent on a personal leave of absence will not
14 constitute a break in service but is not included in
15 calculation for tenure eligibility, seniority, promotion,
16 vertical movement on the salary schedule, vacation, sick leave
17 and sabbatical leave.

18 Faculty members may arrange for continuation of their
19 group health and life insurance prior to departure by paying
20 the full cost of this coverage.

21 **ARTICLE X**

22 **SENIORITY AND REDUCTIONS IN FORCE**

23 Section 10.1. Definition of Seniority. The seniority of
24 faculty members shall be based on the last date of beginning
25 continuous full-time employment by the Board. Conflicts of
26 seniority among faculty members with the same seniority date
27 shall be resolved on the basis of the earliest date the initial
28 contract of employment was approved by the Board of Trustees
29 and, if a tie still exists, on the earliest date upon which the
30 Application for Employment form for the specific opening for
31 which the faculty member was hired was received by the College.
32 If conflicts of seniority cannot be resolved by the procedures
33 outlined above, the conflict shall be resolved by drawing lots.
34 Seniority does not accumulate during a faculty member's Personal
35 Leave of Absence (Section 9.8) or while a faculty member is
36 laid off.

37 Section 10.2. Seniority Upon Return to the Bargaining
38 Unit. If a faculty member is appointed by the Board to a
39 position outside the bargaining unit and is subsequently
40 returned to a bargaining unit position by the Board, the
41 faculty member shall be credited with the years of service
42 outside of the bargaining unit, in addition to the seniority
43 that was previously accumulated as a faculty member.

1 Section 10.3. Reduction in Force. The reduction in force
2 of faculty members shall be in accordance with the provisions
3 of Chapter 122, Section 103-B5, Illinois Revised Statutes,
4 and/or applicable Board policies and procedures. Any such
5 reduction in force shall not be subject to the grievance and
6 arbitration procedure set forth in this Agreement.

7 Section 10.4. Dismissal Procedure. The dismissal of a
8 faculty member shall be in accordance with the provisions of
9 Chapter 122, Sections 103B-3, 103B-4, Illinois Revised Statutes.
10 The grievance and arbitration procedure set forth in this
11 Agreement shall not be applicable to any such dismissals.

12 Section 10.5. Termination of Seniority. Seniority for
13 all purposes shall be terminated if the faculty member:

- 14 1. Quits or resigns employment from the College; or
- 15 2. Is terminated in accordance with the provisions of
16 applicable law and/or Board policy; or
- 17 3. Retires or is retired; or
- 18 4. Is a tenured faculty member and:
 - 19 a. Is laid off for a period of 24 months from the
20 beginning of the school year for which the
21 faculty member was honorably dismissed; or
 - 22 b. Fails to respond to notification of recall
23 within seven (7) calendar days of its receipt
24 or within twelve (12) calendar days of its
25 mailing, whichever is less, provided that a
26 notice of recall is sent by certified or
27 registered mail (return receipt requested)
28 addressed to the most recent address provided
29 by the faculty member. It shall be the
30 responsibility of the faculty members laid off
31 to advise the Director of Personnel in writing
32 of their latest address; or
- 33 5. Fails to return from an approved leave of absence or
34 vacation at its expiration, except for good cause
35 shown due to circumstances beyond the control of the
36 faculty member.

ARTICLE XI

FACULTY WORK LOAD

1 Section 11.1. Quad-Cities Campus. Within each Division,
2 the normal full-time load of each faculty member shall be
3 determined by the Division Director in consultation with the
4 faculty member and approved by the appropriate Dean, subject to
5 the following:

6 a. CAREER PROGRAM

7 Business Careers Division

8 The normal load in the Data Processing
9 department and Management Marketing Department
10 shall be 30-34 equated credit hours per
11 academic year. The normal load in the Office
12 Careers Department shall be 17-20 contact
13 hours per semester.

14 Health Career Division

15 The normal load in the Health Career Division
16 shall be 30-34 equated hours per academic year.

17 Clinical hours for the Associate Degree
18 Nursing faculty, Licensed Practical Nursing
19 faculty, Nursing Assistant faculty and
20 Respiratory Therapy faculty shall be equated
21 for load purposes on the basis of .75 of an
22 equated credit hour for each clinical hour.

23 Industrial Related Division

24 The normal load of a faculty member in the
25 Industrial Related Division shall be eighteen
26 (18) to twenty-two (22) contact hours per
27 semester.

28 Quad-Cities Training Center (QTC)

29 The normal load in the QTC is 30-34 equated
30 credit hours per academic year.

31 The equated load formulas for lab and
32 practicum classes are as follows:

33 1 lab hour = .5 equated credit hour
34 1 practicum hour = .75 equated credit hour

1 East Moline Correctional Center (EMCC)

2 The work load for correctional center faculty
3 shall be 40 clock hours per week, including
4 scheduled office hours.

5 b. CE AND CS PROGRAM

6 The work load for community services and
7 community education faculty shall be 25
8 contact hours per week.

9 c. LIBRARIANS AND COUNSELORS

10 The work load for librarians and counselors
11 shall be 37-1/2 clock hours per week,
12 including scheduled office hours.

13 d. UNIVERSITY PARALLEL PROGRAM

14 Biological Sciences

15 The normal load shall be 30-32 equated credit
16 hours per academic year. The equated load
17 formulas for Biological Sciences shall be:

18 1 lecture hour = 1 equated credit hour

19 1 lab hour = 0.8 equated credit hour

20 The following formula shall be used in
21 determining equated credit hours for multiple
22 sections:

23
$$h = c + [E/n - 1]1.5$$

24 h = equated credit hours
25 c = course credit hours
26 per section
27 E = total number of
28 students enrolled on
29 the tenth day of
30 classes
31 n = number of sections
32 E/n = number of students
33 enrolled on the tenth
34 day of classes divided
35 by the number of
36 sections, rounded to
37 the lowest whole
 integer.

1 Business Transfer

2 The normal load shall be 30-32 equated credit
3 hours, including labs, per academic year.
4 The equated load formulas for Business
5 Transfer shall be:

6 1 lecture hour = 1 equated credit hour

7 1 lab hour = .75 equated credit hour

8 Music

9 The normal load shall be 30-34 equated credit
10 hours per academic year.

11 If enrollment in a section is less than 12
12 students, pro rata credit toward load is
13 given, unless the section is cancelled or
14 combined with another section to increase
15 enrollment to twelve students or more.

16 The equated load formulas for Music shall be:

17 1 course credit hour = 0.8 equated credit
18 hours for Music 101, 107 and 109

19 1 course credit hour = 0.6 equated credit
20 hours for Music 103.

21 1 course credit hour = 1 equated credit hour
22 for Music 115, 207, 251, 253, and 254.

23 For Music 111 and 211, 1 lecture hour = 1
24 equated credit hour, and 1 lab hour = 0.6
25 equated credit hour.

26 For music lessons the following equated load
27 formulas shall apply:

28 1 student (private lesson) -- 1 course credit
29 hour = 0.2 equated credit hour.

30 2-6 students -- 1 course credit hour = 0.6
31 equated credit hour.

32 7 or more students -- 1 course credit hour =
33 0.8 equated credit hour.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

Television

The normal load shall be 30-34 equated credit hours per academic year.

The equated load formula for television shall be:

1 course credit hour = 1 equated credit hour for TV 112 and 212

TV 160, TV 220 and TV 221 = 5.4 equated credit hours

TV 200 = zero equated credit hours (no load value)

Engineering and Physical Sciences

The normal load shall be 30-32 equated credit hours per academic year.

The equated load formula for labs are as follows:

1 lab hour = 0.6 equated credit hour for all Geology and Geography courses

1 lab hour = 0.8 equated credit hour for all Chemistry, Physics, Engineering and Astronomy courses.

The following formula shall be used in determining equated credit hours for multiple sections:

$$h = c + [E/n - 1]1.5$$

h = equated credit hours
c = course credit hours per section
E = total number of students enrolled on the tenth day of classes
n = number of sections
E/n = number of students enrolled on the tenth day of classes divided by the number of sections, rounded to the lowest whole integer.

1 English, Philosophy, and Foreign Language

2 The normal load shall be 30-32 equated credit
3 hours.

4 The following courses shall be equated at 3.5
5 equated credit hours: English 101, 102, 132,
6 200, 231, 232, 242, 243 and Communication 100.

7 The following courses shall be equated at 2.3
8 equated credit hours: English 091 and
9 Communication 105.

10 All other English, Philosophy and Foreign
11 Language courses shall be equated on the basis
12 of 1 course credit hour = 1 equated credit hour
13 (based on the assumption of no lab sections in
14 Foreign Language).

15 Health, Physical Education, and Recreation

16 The normal load shall be 36-40 contact hours
17 per academic year. One classroom lecture hour
18 equals 1 contact hour.

19 The following equated load formula shall apply
20 to activity classes:

21 1 lab = 0.7 equated credit hour for HPE 130 and
22 above

23 1 section = 0.7 equated credit hour below HPE
24 130 (varsity sports) (1.4 for Freshmen and
25 Sophomore sections combined per semester)

26 Mathematics and Computer Sciences

27 The normal load in Mathematics shall be 30-32
28 equated credit hours per academic year.

29 The lead instructor in the Math Lab will work
30 at the Math lab desk twenty-five (25) contact
31 hours per week.

32 The normal load in Computer Sciences shall be
33 nine (9) three (3)-hour courses per academic
34 year.

1 The equated load formulas for Computer Sciences
2 labs shall be:

3 1 lab hour = .75 equated credit hour for CS 100
4 and 101

5 1 lab hour = .5 equated credit hour for CS 141,
6 151, 242 and 252

7 Social Behavioral Studies

8 The normal load shall be 30 equated credit
9 hours. Internship courses shall be paid on an
10 independent study base.

11 Creative Arts

12 The normal load for Art shall be 30-34 equated
13 credit hours.

14 The equated load formula for Studio courses
15 shall be one studio hour = 0.8 equated credit
16 hour.

17 The normal load in Communication Arts shall be
18 30 semester hours.

19 e. STUDY UNLIMITED

20 1. A section of a course offered in Study Unlimited
21 that is to be included as a part of a full-time
22 faculty member's full-time class load during the
23 regular academic year exists when the partial
24 roster enrollment of new/additional students in a
25 Study Unlimited section equals the tenth-day
26 enrollment of regular classroom sections of the
27 same course for the latest completed semester.
28 Certain departments require a higher number of
29 enrollees than the tenth-day enrollment of regular
30 classroom sections.

31 2. A section that is to be paid at overload contract
32 rate exists at any time during the calendar year,
33 including summer session, when the partial roster
34 enrollment of new/additional students in a Study
35 Unlimited section equals eighteen (18) students.
36 Certain departments require a higher number of
37 enrollees than the minimum of eighteen (18)
38 students.

1 3. For purposes of determining sections for full-time
2 load equivalency, Study Unlimited sections can be
3 combined. Study Unlimited enrollments in
4 different class sections may also be combined for
5 overload contracts.

6 4. It is the teacher's responsibility to report
7 accurately and on the Study Unlimited tally sheet
8 to department chairman the names of new/additional
9 student enrollments in Study Unlimited classes.
10 Students should not be added to the tally sheet
11 until their start dates have occurred.

12 In general, it has also been a procedure in UPP to limit the
13 number of Study Unlimited sections for load to half of regular
14 load unless otherwise authorized by the Director. (Overload
15 contracts are not expected to exceed one per semester, unless
16 approved by the Dean and extenuating circumstances exists.)

17 Section 11.2. East Campus. Within each Division, the normal
18 full-time load of each faculty member shall be determined
19 by the Division Director in consultation with the faculty member,
20 subject to the following:

- 21 1. The normal teaching load for each full-time faculty
22 member shall be sixteen (16) equated semester hours per
23 semester. Each faculty member will be expected
24 to teach at least thirty-two (32) semester hours per
25 year. Up to thirty-three (33) semester hours may be
26 assigned by the Division Director annually. Teaching
27 loads over thirty-three (33) semester hours up to
28 thirty-eight (38) semester hours may be assigned with
29 the faculty member's consent. Teaching loads in excess
30 of thirty-eight (38) semester hours must be approved by
31 the faculty member involved, his immediate supervisor
32 who is not in the bargaining unit, and the appropriate
33 Dean.
- 34 2. Those faculty members who have taught more than
35 thirty-two (32) equated hours and have taught more than
36 400 student credit hours during the academic year shall
37 be eligible for overload payment. These calculations
38 shall be based upon mid-term data and payment made after
39 mid-term of the spring semester.
- 40 3. A ratio of .75 to 1 shall be used when equating
41 laboratory, studio, or activity hours to lecture hours.
- 42 4. Clinical hours for the Associate Degree Nursing faculty
43 and Nursing Assistant Program faculty shall be equated
44 for load purposes on the basis of .75 equated credit
45 hour for each clinical hour taught.

- 1 5. Faculty responsible for the placement and supervision
2 of work-experience students in agriculture, agri-
3 cultural mechanics, and automotive technology
4 programs at the East Campus shall be credited for work
5 load purposes with (1) equated hour for every four (4)
6 students placed and one (1) equated hour for every three
7 (3) students supervised per semester.
- 8 6. In cases where courses do not have sufficient enrollment
9 to be offered independently, they may be taught on a
10 concurrent basis at the discretion of the Division
11 Director in consultation with the affected faculty
12 member. Where a maximum of three (3) sections are
13 taught concurrently (i.e., during the same semester),
14 load shall be given equal to the load of the highest
15 load bearing course.
- 16 7. Independent study assignments shall be for supervision
17 of student study or research outside the normal
18 curriculum. Such assignments must be approved by the
19 Division Director. Payment is by separate contract at
20 \$30.00 per student credit hour, payment to be made after
21 mid-term enrollments are confirmed.
- 22 8. Directed study assignments shall be for supervision of
23 tutorial assignments where the student takes an existing
24 course on an individual basis with the
25 supervision of the faculty member. Such assignments
26 must be approved by the Division Director. Payment is
27 by separate contract at \$30.00 per student credit hour,
28 payment to be made after mid-term enrollments are
29 confirmed.
- 30 9. The workload for librarians and counselors shall be
31 37-1/2 hours per week, including office hours.
- 32 10. An additional .5 equated credit hour will be credited to
33 the faculty member's load who teaches the following
34 English courses: English 091, 101, 102 (e.g., English
35 091 = 3.5 equated hours).

36 ARTICLE XII

37 RANK AND PROMOTION SYSTEM

38 Section 12.1. Academic Ranks. The teaching faculty shall be
39 classified into five (5) groups: Assistant Instructor, Instructor,
40 Assistant Professor, Associate Professor, and Professor.

1 Section 12.2. Eligibility for Promotion. Faculty members
2 meeting the minimum number of points for each rank outlined in the
3 Quality Points Guidelines approved by the Board and who have been
4 in their present rank the requisite number of years shall be
5 eligible to be considered for promotion. Faculty eligible for
6 promotion shall be notified by letter or internal memo and shall be
7 given applications for promotion by the Campus President by
8 October 15 of the fall semester. Persons meeting the minimum
9 Quality Point Guidelines and who have been in their present rank
10 the requisite number of years shall be considered for promotion if
11 they successfully complete all application procedures and meet all
12 application deadlines. Meeting the minimum requirements is only
13 one of several factors considered in promotion.

14 Section 12.3. Promotion Review Procedure. Evaluation and
15 recommendation for promotion is the initial responsibility of the
16 members of the department (or division, where applicable), the
17 Department Chairperson (where applicable), the Division Director
18 and the Dean.

19 A Promotion Review Committee shall be established on each
20 campus. It should be the responsibility of those Committees to
21 review the qualifications of those persons who have applied for
22 promotion with respect to the responsibilities of the rank each
23 person currently holds as well as the potential of each candidate
24 for promotion to fulfill the responsibilities of the rank to
25 which he has applied for promotion. The recommendations of the
26 Committee shall not be subject to the grievance and arbitration
27 procedures of this Agreement, but they shall be reviewable under
28 the current promotion review appeals procedures.

29 The Committees shall send their recommendations for pro-
30 motion to the appropriate Campus President, who shall forward each
31 recommendation, along with his statement of concurrence or
32 disagreement, to the Chancellor. The Chancellor will forward to
33 the Board of Trustees only those promotion cases he is recommending
34 favorably for promotion; in such cases, he shall forward to the
35 Board of Trustees his own recommendation, along with the
36 recommendations of the Promotion Review Committee and the
37 appropriate Campus President. The final decision on promotions
38 shall rest in the sole discretion of the Board of Trustees, whose
39 decision shall not be subject to the grievance and arbitration
40 provisions of this Agreement.

41 Cases where the Chancellor is not recommending a faculty
42 member for promotion will not be sent to the Board of Trustees.
43 If the Promotion Review Committee has recommended a candidate for
44 promotion and the Chancellor reverses that recommendation, the
45 Chancellor's decision shall be grievable under the grievance and
46 arbitration provisions of this Agreement under an arbitrary and
47 capricious standard of review.

1 The Campus Presidents have the authority to make a special
2 recommendation to the Chancellor for the promotion of faculty
3 members who are not recommended or are otherwise ineligible for one
4 reason or another in a given year. The Chancellor has the authority
5 to make a special recommendation to the Board of Trustees for the
6 promotion of faculty members who are not recommended or are other-
7 wise ineligible for one reason or another in a given year. This
8 special promotion will be considered to be separate Board action in
9 addition to the normal promotion procedures. The Chancellor may
10 also grant academic rank to, or promote, an administrator when the
11 administrator becomes a faculty member or returns to the faculty.

12 Section 12.4. Promotion Parameters. A faculty member must be
13 in at least the fifth semester of a probationary contract of
14 full-time service to the College, excluding summers, in order to be
15 eligible for consideration for promotion for the first time. The
16 individual must submit an application for consideration for
17 promotion. This application must be submitted to the appropriate
18 Campus president during the fall semester by the established
19 deadline.

20 No faculty member shall be promoted beyond any one rank at a
21 time and must serve at least three years in that rank. Assistant
22 Instructors shall be eligible for consideration for promotion to
23 Instructor during their third year as Assistant Instructors.
24 Instructors shall be eligible for consideration for promotion to
25 Assistant Professor during their third year as Instructors.
26 Assistant Professors will be eligible for consideration for
27 promotion to Associate Professor during their fourth year as
28 Assistant Professors. Associate Professors shall be eligible for
29 consideration for promotion to Professor during their fourth year
30 as Associate Professors.

31 The number of promotions of all ranked faculty for each year
32 shall not exceed a maximum of fifteen percent (15%) of the total
33 number of full-time faculty at each campus.

34 Section 12.5. Accountability. A faculty member may be denied
35 an annual salary step increment or demoted in rank at the
36 discretion of the Board of Trustees if the faculty member has
37 failed to meet the standards of performance expected of his rank.
38 The decision of the Board shall be subject to the grievance and
39 arbitration procedures of this Agreement. The Board shall not act
40 upon a denial of an annual salary step increment or a demotion in
41 rank except upon the recommendation of the Chancellor. The
42 Chancellor's recommendation to the Board on a demotion in rank
43 shall be accompanied by the recommendations solicited by the
44 Chancellor from the appropriate Campus President, the faculty
45 member's Dean and the appropriate Promotion Review Committee.

ARTICLE XIII

SALARIES AND INSURANCE

1
2
3 Section 13.1. Salaries. The salary schedule for the
4 1984-85 academic year (fiscal year for twelve-month faculty) is
5 attached as Appendix A. Any faculty member who will have been
6 employed for a full academic year (fiscal year for twelve-month
7 faculty) will receive a full step increase (two half steps) on
8 this schedule if he is not at the maximum salary of his salary
9 lane. Faculty members whose promotions were effective at the
10 beginning of the 1984-85 academic year (fiscal year for twelve-
11 month faculty) will be paid according to their new rank. All
12 salary adjustments reflected in Appendix A shall be retroactive
13 to the beginning of the 1984-85 academic year (fiscal year for
14 twelve-month faculty) for all faculty members who are on the
15 active payroll on the date this Agreement is ratified by both
16 parties.

17 The salary schedule for the 1985-86 academic year (fiscal
18 year for twelve-month faculty) is attached as Appendix B.
19 Any faculty member who will have been employed for a full
20 academic year (fiscal year for twelve-month faculty) as of the
21 beginning of the 1985-86 academic year (fiscal year for twelve-
22 month faculty) will receive a full step increase (two half
23 steps) on this schedule if he is not at the maximum salary of
24 his salary lane. Faculty members who have been promoted
25 effective at the beginning of the 1985-86 academic year (fiscal
26 year for twelve-month faculty) will be paid according to their
27 new rank.

28 A twelve-month faculty member's salary shall be determined
29 by multiplying his base salary by 1.23.

30 Section 13.2. Pay Procedures. Faculty shall be paid
31 twice a month, on the fifteenth day of the month and on the
32 last working day of the month, beginning with the first
33 fifteenth or end of the month after the beginning of the
34 academic or fiscal year, as applicable. If the fifteenth day
35 of the month falls on a non-working day, faculty shall be paid
36 on the working day that immediately precedes the fifteenth
37 day. The final paycheck of the fall semester shall be paid on
38 the last day final examinations are held. Based upon the
39 faculty member's written authorization, faculty shall have the
40 option of having their paychecks mailed to their home address
41 or held for pick-up at the College.

42 Section 13.3. Overload and Summer School Pay. Faculty
43 members shall be paid \$275 per equated semester hour (\$12.00
44 per hour for community service and continuing education

1 faculty) for overload and summer school assignments during the
2 1984-85 fiscal year. Faculty members shall be paid \$295 per
3 equated semester hour (\$12.75 per hour for community service
4 and continuing education faculty) for overload and summer
5 school assignments during the 1985-86 fiscal year (i.e., for
6 any class with a mid-date after June 30, 1985) and during the
7 1986-87 fiscal year.

8 Section 13.4. Insurance Coverage. The group hospital and
9 major medical insurance, the group life insurance, and the
10 group long-term disability insurance in effect when this
11 Agreement is ratified shall continue through the end of the
12 1984-85 fiscal year with no change in coverage or in the
13 portion of the premiums paid by faculty members (the College
14 will continue to pay 100% of single coverage and 90% of
15 dependent coverage for group hospital and major medical
16 insurance; the College will continue to pay 100% of group life
17 insurance, with coverage equal to 1-1/2 times the faculty
18 member's base salary, rounded to the lowest \$1,000; and the
19 College will continue to pay 90% of long-term disability
20 insurance).

21 For the 1985-86 and 1986-87 fiscal years, the same group
22 insurance shall remain in effect, with the following changes:
23 (1) the hospitalization daily limit for semi-private room rate
24 shall be increased from \$187 per day to \$200 per day; and (2)
25 the limit on major medical coverage shall be increased from
26 \$250,000 to \$500,000.

27 Section 13.5. Right to Change Insurance Carriers. The
28 Board retains the right to change insurance carriers for
29 employee insurance or otherwise provide for coverage as long as
30 the level of benefits remains approximately the same. The
31 Chancellor or his designee will notify the Union President at
32 least thirty (30) days in advance of a change in insurance
33 carriers for insurance provided for under this Agreement.

34 Section 13.6. Terms of Insurance Policies to Govern. The
35 extent of coverage under the insurance policies referred to in
36 this Agreement shall be governed by the terms and conditions
37 set forth in said policies. Any questions concerning said
38 insurance policies shall be resolved in accordance with the
39 terms and conditions set forth in said policies and shall not
40 be subject to the grievance and arbitration procedure set forth
41 in this Agreement.

ARTICLE XIV

NON-INTERRUPTION OF SERVICES AND WORK

During the term of this Agreement, neither the Union nor its officers or agents nor any of the faculty members covered by this Agreement will authorize, condone, instigate, promote, sponsor, aid or participate in any strike, sympathy strike, secondary boycott, slowdown, stoppage of work, or any other interruption of the operations of the College, regardless of the reason for so doing. Any or all faculty members who violate this provision may be terminated or otherwise disciplined by the Board as the Board in its discretion deems appropriate. Union officers and representatives will cooperate with the College in urging faculty members who violate this Article to return to work.

ARTICLE XV

REOPENING

Section 15.1. Procedure. Between April 1, 1986 and May 15, 1986, either party may notify the other in writing of its desire to reopen this Agreement, provided such reopener shall be limited to the section (and subjects) noted below. Upon such notice being given, the duly authorized representatives of the parties shall meet for the purpose of negotiating with respect to said matters. All other provisions of this Agreement shall remain in full force and effect during any reopening. It is expressly understood that in the event of a reopening, neither party shall have the right to submit any issue arising thereunder to the grievance procedure (including arbitration). It is also expressly understood that the provisions of Article XIV (Non-Interruption of Services and Work) shall continue in full force and effect in the event of a reopening.

Section 15.2. Sections and Matters Subject to Reopening. Only the following section shall be subject to reopening and then only with respect to the express subjects noted for the period of the 1986-87 academic year (fiscal year for twelve-month faculty):

<u>Section (Appendix)</u>	<u>Subject</u>
Section 13.1 (Salaries) and Appendix C	The amounts to replace the "X" designations on the 1986-87 faculty salary schedule (Appendix C

1 and movement on that salary
2 schedule for the 1986-87 academic
3 year (fiscal year for twelve-month
4 faculty), provided that the Board
5 agrees to grant a minimum of a
6 full step increment (two half
7 steps) for all faculty not at the
8 maximum of their lane for the
9 1986-87 academic year (fiscal year
10 for twelve-month faculty), or the
11 dollar equivalent thereof, as part
12 of any Agreement on salary
13 adjustments for 1986-87, and
14 provided further that such full
15 step increment or dollar
16 equivalent thereof shall be made
17 retroactive to the beginning of
18 the 1986-87 academic year (fiscal
19 year for twelve-month faculty) if
20 agreement is not reached by the
21 start of the 1986-87 academic year.
22 This full step increment shall be
23 given to all faculty members who
24 will have been employed for a full
25 academic year (fiscal year for
26 twelve-month faculty) as of the
27 beginning of the 1986-87 academic
28 year (fiscal year for twelve-month
29 faculty).

30 ARTICLE XVI

31 ENTIRE AGREEMENT

32 This Agreement, upon ratification, supersedes all prior
33 practices and agreements, whether written or oral, unless
34 expressly stated to the contrary herein, and constitutes the
35 complete and entire agreement between the parties, and
36 concludes collective bargaining for its term.

37 The parties acknowledge that, during the negotiations
38 which resulted in this Agreement, each had the unlimited right
39 and opportunity to make demands and proposals with respect to
40 any subject or matter not removed by law from the area of
41 collective bargaining, and that the understandings and agree-
42 ments arrived at by the parties after the exercise of that
43 right and opportunity are set forth in this Agreement.
44 Therefore, the Board and the Union, for the duration of this
45 Agreement, each voluntarily and unqualifiedly waives the right,
46 and each agrees that the other shall not be obligated, to

1 bargain collectively with respect to any subject or matter,
2 whether or not referred to or covered in this Agreement,
3 including the impact of the Board's exercise of its rights as
4 set forth herein on salaries, fringe benefits or terms and
5 conditions of employment, even though such subjects or matters
6 may not have been within the knowledge or contemplation of
7 either or both of the parties at the time they negotiated or
8 signed this Agreement.

9
10 ARTICLE XVII

11 SAVINGS

12 If any provision of this Agreement is or shall at any time
13 be contrary to or unauthorized by law, then such provision
14 shall not be applicable or performed or enforced, except to the
15 extent permitted or authorized by law; provided that in such
16 event all other provisions of this Agreement shall continue in
effect.

17 ARTICLE XVIII

18 TERM OF AGREEMENT

19 This Agreement shall be effective as of the 16th day of
20 May, 1985, and shall remain in full force and effect until the
21 completion of the 1987 Summer Session (which shall be defined
22 to be 11:59 p.m. on the third calendar day after final grades
23 are due at the end of the 1987 Summer Session). It shall
24 automatically be renewed from year to year unless either party
25 shall notify the other in writing at least ninety (90) days
26 prior to the completion of the 1987 Summer Session, as defined
27 above, or at least ninety (90) days prior to the end of the
28 Summer Session in any succeeding year (which shall be defined
29 to be 11:59 p.m. on the third calendar day after final grades
30 are due at the end of such Summer Session).

31 IN WITNESS WHEREOF, the parties hereunto have set their
32 hands this 16th day of May, 1985.

33 BOARD OF COMMUNITY COLLEGE
34 DISTRICT NO. 503,
35 (BLACK HAWK COLLEGE)

BLACK HAWK COLLEGE TEACHERS'
UNION LOCAL 1836,
IFT

36 By *John Peters*

By *Gene O. Masters*

37 Title: _____

Title: _____

38 Dated: _____

Dated: _____

BLACK HAWK COLLEGE
INSTRUCTIONAL SERVICES STAFF COMPENSATION SCHEDULE FOR 1984-85

LEVEL OR STEP	ASSISTANT INSTRUCTOR	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
1A	14,330				
1B	14,563				
2A	14,800				
2B	15,041				
3A	15,285	15,785			
3B	15,533	16,041			
4A		16,302			
4B		16,567			
5A		16,836			
5B		17,109			
6A		17,387	17,957		
6B		17,670	18,249		
7A		17,957	18,545		
7B		18,249	18,847		
8A		18,545	19,153		
8B		18,847	19,464		
9A		19,153	19,780	20,429	
9B		19,464	20,102	20,760	
10A		19,780	20,429	21,098	
10B		20,102	20,760	21,441	
11A		20,429	21,098	21,789	
11B		20,760	21,441	22,143	
12A		21,098	21,789	22,503	23,240
12B		21,441	22,143	22,869	23,618
13A		21,789	22,503	23,240	24,002
13B		22,143	22,869	23,618	24,392
14A		22,503	23,240	24,002	24,788
14B		22,869	23,618	24,392	25,191
15A		23,240	24,002	24,788	25,600
15B		23,618	24,392	25,191	26,016
16A			24,788	25,600	26,439
16B			25,191	26,016	26,868
17A			25,600	26,439	27,305
17B			26,016	26,868	27,749
18A			26,439	27,305	28,200
18B			26,868	27,749	28,658
19A			27,305	28,200	29,124
19B			27,749	28,658	29,597
20A				29,124	30,078
20B				29,597	30,566
21A				30,078	31,063
21B				30,566	31,568
22A				31,063	32,081
22B				31,568	32,602
23A					33,132
23B					33,670
24A					34,217
24B					34,773

NOTE: The salaries above reflect "Computed Salary" which includes the "Base Salary" plus the College contribution on behalf of the employee to SURS and which will be reported to SURS for determining retirement benefits. The "Base Salary" which is 92% of the "Computed Salary" will be reported to IRS on the W-2 form as taxable income.

BLACK HAWK COLLEGE
INSTRUCTIONAL SERVICES STAFF COMPENSATION SCHEDULE FOR 1985-86

LEVEL OR STEP	ASSISTANT INSTRUCTOR	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
1A	15,088				
1B	15,333				
2A	15,582				
2B	15,835				
3A	16,092	16,620			
3B	16,354	16,890			
4A		17,164			
4B		17,443			
5A		17,726			
5B		18,014			
6A		18,307	18,906		
6B		18,604	19,213		
7A		18,906	19,525		
7B		19,213	19,842		
8A		19,525	20,164		
8B		19,842	20,492		
9A		20,164	20,825	21,507	
9B		20,492	21,163	21,856	
10A		20,825	21,507	22,211	
10B		21,163	21,856	22,572	
11A		21,507	22,211	22,939	
11B		21,856	22,572	23,312	
12A		22,211	22,939	23,691	24,467
12B		22,572	23,312	24,076	24,865
13A		22,939	23,691	24,467	25,269
13B		23,312	24,076	24,865	25,680
14A		23,691	24,467	25,269	26,097
14B		24,076	24,865	25,680	26,521
15A		24,467	25,269	26,097	26,952
15B		24,865	25,680	26,521	27,390
16A			26,097	26,952	27,835
16B			26,521	27,390	28,287
17A			26,952	27,835	28,747
17B			27,390	28,287	29,214
18A			27,835	28,747	29,689
18B			28,287	29,214	30,171
19A			28,747	29,689	30,661
19B			29,214	30,171	31,159
20A				30,661	31,665
20B				31,159	32,180
21A				31,665	32,703
21B				32,180	33,234
22A				32,703	33,774
22B				33,234	34,323
23A					34,881
23B					35,448
24A					36,024
24B					36,609

NOTE: The salaries above reflect "Computed Salary" which includes the "Base Salary" plus the College contribution on behalf of the employee to SURS and which will be reported to SURS for determining retirement benefits. The "Base Salary" which is 92% of the "Computed Salary" will be reported to IRS on the W-2 form as taxable income.

BLACK HAWK COLLEGE
INSTRUCTIONAL SERVICES STAFF COMPENSATION SCHEDULE FOR 1986-87

LEVEL OR STEP	ASSISTANT INSTRUCTOR	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
1A	XXXXXX				
1B	XXXXXX				
2A	XXXXXX				
2B	XXXXXX				
3A	XXXXXX	XXXXXX			
3B	XXXXXX	XXXXXX			
4A		XXXXXX			
4B		XXXXXX			
5A		XXXXXX			
5B		XXXXXX			
6A		XXXXXX	XXXXXX		
6B		XXXXXX	XXXXXX		
7A		XXXXXX	XXXXXX		
7B		XXXXXX	XXXXXX		
8A		XXXXXX	XXXXXX		
8B		XXXXXX	XXXXXX		
9A		XXXXXX	XXXXXX	XXXXXX	
9B		XXXXXX	XXXXXX	XXXXXX	
10A		XXXXXX	XXXXXX	XXXXXX	
10B		XXXXXX	XXXXXX	XXXXXX	
11A		XXXXXX	XXXXXX	XXXXXX	
11B		XXXXXX	XXXXXX	XXXXXX	
12A		XXXXXX	XXXXXX	XXXXXX	XXXXXX
12B		XXXXXX	XXXXXX	XXXXXX	XXXXXX
13A		XXXXXX	XXXXXX	XXXXXX	XXXXXX
13B		XXXXXX	XXXXXX	XXXXXX	XXXXXX
14A		XXXXXX	XXXXXX	XXXXXX	XXXXXX
14B		XXXXXX	XXXXXX	XXXXXX	XXXXXX
15A		XXXXXX	XXXXXX	XXXXXX	XXXXXX
15B		XXXXXX	XXXXXX	XXXXXX	XXXXXX
16A			XXXXXX	XXXXXX	XXXXXX
16B			XXXXXX	XXXXXX	XXXXXX
17A			XXXXXX	XXXXXX	XXXXXX
17B			XXXXXX	XXXXXX	XXXXXX
18A			XXXXXX	XXXXXX	XXXXXX
18B			XXXXXX	XXXXXX	XXXXXX
19A			XXXXXX	XXXXXX	XXXXXX
19B			XXXXXX	XXXXXX	XXXXXX
20A				XXXXXX	XXXXXX
20B				XXXXXX	XXXXXX
21A				XXXXXX	XXXXXX
21B				XXXXXX	XXXXXX
22A				XXXXXX	XXXXXX
22B				XXXXXX	XXXXXX
23A					XXXXXX
23B					XXXXXX
24A					XXXXXX
24B					XXXXXX

See loose sheet for actual

NOTE: The salaries above reflect "Computed Salary" which includes the "Base Salary" plus the College contribution on behalf of the employee to SURS and which will be reported to SURS for determining retirement benefits. The "Base Salary" which is 92% of the "Computed Salary" will be reported to IRS on the W-2 form as taxable income.

APPENDIX C

BLACK HAWK COLLEGE
INSTRUCTIONAL SERVICES STAFF COMPENSATION SCHEDULE FOR 1986-87

LEVEL OR STEP	ASSISTANT INSTRUCTOR	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
1A	15,692				
1B	15,947				
2A	16,206				
2B	16,469				
3A	16,737	17,285			
3B	17,009	17,566			
4A		17,851			
4B		18,141			
5A		18,436			
5B		18,736			
6A		19,040	19,663		
6B		19,345	19,983		
7A		19,663	20,308		
7B		19,983	20,638		
8A		20,308	20,973		
8B		20,638	21,314		
9A		20,973	21,660	22,370	
9B		21,314	22,012	22,734	
10A		21,660	22,370	23,103	
10B		22,012	22,734	23,478	
11A		22,370	23,103	23,860	
11B		22,734	23,478	24,248	
12A		23,103	23,860	24,642	25,449
12B		23,478	24,248	25,042	25,863
13A		23,860	24,642	25,449	26,283
13B		24,248	25,042	25,863	26,710
14A		24,642	25,449	26,283	27,144
14B		25,042	25,863	26,710	27,585
15A		25,449	26,283	27,144	28,033
15B		25,863	26,710	27,585	28,489
16A		26,283	27,144	28,033	28,952
16B			27,585	28,489	29,422
17A			28,033	28,952	29,900
17B			28,489	29,422	30,386
18A			28,952	29,900	30,880
18B			29,422	30,386	31,382
19A			29,900	30,880	31,892
19B			30,386	31,382	32,410
20A			30,880	31,892	32,937
20B				32,410	33,472
21A				32,937	34,016
21B				33,472	34,569
22A				34,016	35,131
22B				34,569	35,702
23A				35,131	36,282
23B					36,872
24A					37,471
24B					38,080
25A					38,699

AGREEMENT

Between

BOARD OF TRUSTEES OF BLACK HAWK
COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 503

And

BLACK HAWK COLLEGE TEACHERS' UNION

1987-90

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - DEFINITIONS -----	1
ARTICLE II - RECOGNITION AND REPRESENTATION-----	2
Section 2.1 Recognition -----	2
Section 2.2 Meeting with Other Faculty Organizations -----	2
Section 2.3 Duty of Fair Representation -----	2
ARTICLE III - STATUS OF THE AGREEMENT -----	3
Section 3.1 Ratification and Amendment -----	3
Section 3.2 Precedence of Agreement -----	3
Section 3.3 External Law -----	3
ARTICLE IV - BOARD RIGHTS -----	3
ARTICLE V - UNION-BOARD RELATIONS -----	5
Section 5.1 No-Discrimination (Union) -----	5
Section 5.2 No-Discrimination (EEO) -----	5
Section 5.3 Dues Checkoff -----	5
Section 5.4 College Services and Facilities -----	5
Section 5.5 Information to the Union -----	6
Section 5.6 Union/Administration Meetings -----	6
Section 5.7 College Calendar -----	6
Section 5.8 Notice of Board Meetings -----	7
Section 5.9 Mailboxes -----	7
Section 5.10 Personnel Files -----	7
Section 5.11 Fair Share -----	7
ARTICLE VI - GRIEVANCE PROCEDURE -----	8
Section 6.1 Definition -----	8
Section 6.2 Informal Resolution -----	8
Section 6.3 Procedure -----	9
Section 6.4 Limitation on Authority of Arbitrator -----	11
Section 6.5 Union Grievances -----	11
Section 6.6 Group Grievances -----	12
Section 6.7 Time Limits -----	12
Section 6.8 No Reprisals -----	12

	<u>Page</u>
ARTICLE VII - GENERAL PROVISIONS -----	12
Section 7.1 Gender -----	12
Section 7.2 Tuition Waiver -----	12
Section 7.3 Travel Expenses -----	13
Section 7.4 Tuition Reimbursement -----	13
ARTICLE VIII - CONDITIONS OF EMPLOYMENT -----	13
Section 8.1 Academic Freedom -----	13
Section 8.2 Faculty Evaluation -----	14
Section 8.3 Distribution of Overload and Summer School -----	14
Section 8.4 Tenure -----	14
Section 8.5 Office Hours -----	14
Section 8.6 Notice of Resignation -----	14
Section 8.7 Vacations - 12 Month Faculty -----	15
Section 8.8 Correctional Center Faculty -----	15
ARTICLE IX - LEAVES -----	16
Section 9.1 Sick Leave -----	16
Section 9.2 Judicial Leave -----	16
Section 9.3 Bereavement Leave -----	17
Section 9.4 Professional Development Leave -----	17
Section 9.5 Military Leave -----	19
Section 9.6 Maternity Leave -----	20
Section 9.7 Personal Leave Days -----	20
Section 9.8 Personal Leave of Absence -----	20
ARTICLE X - SENIORITY AND REDUCTIONS IN FORCE -----	21
Section 10.1 Definition of Seniority -----	21
Section 10.2 Seniority Upon Return to the Bargaining Unit -----	21
Section 10.3 Reduction in Force -----	21
Section 10.4 Dismissal Procedure -----	21
Section 10.5 Termination of Seniority -----	22
ARTICLE XI - FACULTY WORK LOAD -----	23
Section 11.1 Quad-Cities Campus -----	23
Section 11.2 East Campus -----	29
Section 11.3 Faculty Load Committee -----	31
Section 11.4 Faculty Load for 1988-1989 -----	32
Section 11.5 Faculty Load for 1989-1990 -----	32

	<u>Page</u>
ARTICLE XII - RANK AND PROMOTION SYSTEM -----	32
Section 12.1 Academic Ranks -----	32
Section 12.2 Eligibility for Promotion -----	33
Section 12.3 Promotion Review Procedure -----	33
Section 12.4 Promotion Parameters -----	34
Section 12.5 Accountability -----	34
ARTICLE XIII - SALARIES AND INSURANCE -----	35
Section 13.1 Salaries -----	35
Section 13.2 Pay Procedures -----	35
Section 13.3 Overload and Summer School Pay -----	36
Section 13.4 Insurance Coverage -----	36
Section 13.5 Dental Insurance Coverage -----	36
Section 13.6 Right to Change Insurance Carriers -----	37
Section 13.7 Terms of Insurance Policies to Govern ----	37
ARTICLE XIV - NON-INTERRUPTION OF SERVICES AND WORK -----	37
ARTICLE XV - REOPENING -----	37
Section 15.1 Procedure -----	37
Section 15.2 Sections and Matters Subject to Reopening -----	38
ARTICLE XVI - ENTIRE AGREEMENT -----	38
ARTICLE XVII - SAVINGS -----	39
ARTICLE XVIII - TERM OF AGREEMENT -----	40
APPENDIX A - FACULTY SALARY SCHEDULE FOR 1987-88	
APPENDIX B - FACULTY SALARY SCHEDULE FOR 1988-89	
APPENDIX C - FACULTY SALARY SCHEDULE FOR 1989-90	

AGREEMENT

This AGREEMENT is entered into this 17th day of September, 1987, by and between the BOARD OF TRUSTEES OF BLACK HAWK COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 503 (hereinafter referred to as the "Board") and the BLACK HAWK COLLEGE TEACHERS' UNION LOCAL 1836, an affiliate of the IFT (hereinafter referred to as the "Union"), and only applies to said parties.

W I T N E S S E T H:

WHEREAS, the Board has recognized the Union as the exclusive bargaining representative for faculty included in the appropriate bargaining unit set forth in Article I of this Agreement;

WHEREAS, the Board and the Union have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the faculty members included in the appropriate bargaining unit insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Black Hawk College and are consonant with the paramount interests of the public and the students of Black Hawk College;

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by law, for the salaries, fringe benefits and terms and conditions of employment of the faculty members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of Black Hawk College, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I

DEFINITIONS

This Agreement shall incorporate the definitions enumerated below:

Board -- The terms "Board" or "Board of Trustees" shall mean the Board of Trustees of Public Community College District No. 503, Rock Island, et al., Counties, State of Illinois, operating as Black Hawk College, as established pursuant to Illinois Revised Statutes, chapter 122, and its authorized representatives.

College -- The term "College" shall mean Black Hawk College and its authorized representatives.

Faculty -- The terms "faculty," "faculty member," or "full-time faculty member" shall mean full-time professional instructional employees as well as full-time professional employees holding the positions of those eligible to vote in the representation election conducted on February 29, 1984, including full-time teaching employees, counselors, librarians, the Coordinator of Apprentice Program and the Coordinator of Respiratory Therapy Programs, as well as any full-time employees subsequently appointed to these positions.

Bargaining Unit -- The term "bargaining unit" shall mean the group of professional employees consisting of the "faculty" as defined in this Article.

Union -- The term "Union" refers to the Black Hawk College Teachers' Union Local 1836, IFT, and its authorized representatives.

Labor Board -- This term refers to the Illinois Educational Labor Relations Board (IELRB)

ARTICLE II

RECOGNITION AND REPRESENTATION

Section 2.1. Recognition. The Board recognizes the Union as the sole and exclusive bargaining representative for the full-time "faculty" as defined in Article I. Excluded from the bargaining unit are all others, including but not limited to part-time faculty (i.e., non full-time faculty), short-term employees (i.e., those employed for less than a full semester), clerical, technical and support staff employees, any managerial employees, or employees having the authority to hire, transfer, assign promote, discharge, discipline, evaluate, or process grievances of other employees or having the responsibility to make effective recommendations thereon (hereinafter "supervisory employees"), and confidential employees.

Section 2.2. Meeting with Other Faculty Organizations. This Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee or employee organization representing full-time faculty members for the purpose of hearing the views and proposals of such employee or such employee organization, provided that as to those matters covered by this Agreement no change or modification shall be made except after negotiations with the Union.

Section 2.3. Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the

bargaining unit regardless of Union membership. The Union further agrees to indemnify and hold harmless the Board from any and all liability, including monetary damages, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

ARTICLE III

STATUS OF THE AGREEMENT

Section 3.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Board and Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 3.2. Precedence of Agreement. If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written Board policies, rules and regulations which may be in effect from time to time, the written terms of this Agreement shall be controlling.

Section 3.3. External Law. 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 IV

BOARD RIGHTS

It is understood and agreed that the Board possesses the right and authority to operate and direct the employees of the College in all respects, including, but not limited to, all rights and authority exercised by the District prior to the execution of this Agreement, except as specifically limited in this Agreement. The authority and powers of the Board as prescribed by the Statutes and Constitution of the State of Illinois and the United States shall continue unaffected by this Agreement except as expressly limited by the express provisions of this Agreement. These rights include, but are not limited to, the following:

1. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs;

2. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current Board policy or as the same may from time to time be amended;
3. To establish, modify or eliminate programs, curriculums and/or courses of instruction, including special programs, and athletic, recreational and special events for students, and to determine whether to provide or purchase goods and services, all as deemed necessary or advisable by the Board;
4. To hire all employees and, subject to provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to evaluate, promote and transfer all such employees;
5. To determine student assignments, academic calendar, class schedules, class size, non-classroom assignments, the hours and places of instruction, policies on student examinations, and the duties, responsibilities, and assignment of those in the bargaining unit.

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 such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois Public Community College Act or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE V

UNION-BOARD RELATIONS

Section 5.1. No-Discrimination (Union). Membership in the Union or in any other employee organization or association affiliated or not affiliated with the College shall not be a condition of employment for any faculty member. The Board shall not discriminate in hiring, tenure, promotion, or continuity of employment or otherwise because of any employee's membership or lawful organization activities in the Union or in any other employee organization or his/her refusal to join any such organization or to participate in any such activities.

Section 5.2. No-Discrimination (EEO). In accordance with applicable federal and state law, neither the Board nor the Union shall discriminate on the basis of a faculty member's race, creed, color, sex, national origin, religion, age, or handicap unrelated to ability to perform the particular work involved. Any disagreement concerning the interpretation and application of this Section shall be resolved through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 5.3. Dues Checkoff. Upon receipt by the College's Chief Financial Officer or his designee from a full-time faculty member covered by this Agreement of a lawfully written authorization form, which may be revoked in writing at any time, the Board agrees to deduct the regular monthly Union dues and/or COPE contributions of such full-time faculty member from his pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the Treasurer of the Union. If a faculty member has no earnings due for a given pay period, the Union shall be responsible for collecting such faculty member's dues and/or COPE contributions for that period. The Union will notify the College's Chief Financial Officer or his designee of the exact uniform amount of the regular monthly membership dues and/or COPE contributions to be deducted.

The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments for monetary damages brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of this Section.

Section 5.4. College Services and Facilities. In accordance with applicable Board policy, the Union shall have the right (1) to use College office services (duplicating and printing),

provided the Union agrees to pay the standard rates for the services and supplies used, and (2) to the same access as other College organizations have to use College facilities for meetings. Use of such services and facilities shall be coordinated, scheduled and prioritized by the appropriate administrative officers.

Section 5.5. Information to the Union. Within a period of not more than ten (10) days following a written request by the Union President and/or his/her designee, the Board shall provide the Union with access to public, non-confidential, information which relates directly to the Union's function as the exclusive bargaining representative for the full-time faculty, and which is not otherwise exempt from disclosure under the Illinois Freedom of Information Act or other applicable state or federal law, rule or regulation. Nothing herein shall require the Board to prepare, collate, or copy any information or reports; however, if extra copies of requested materials are readily available, they shall be provided to the Union without charge.

Section 5.6. Union/Administration Meetings. Upon the reasonable request of either party, the chief executive officers or their designees of the College and the Union shall meet to discuss matters of mutual concern that do not involve negotiations. When representatives of the Union meet with members of the Administration to discuss matters of mutual concern, Union representatives (not to exceed five) shall suffer no loss in pay. However, meetings shall be scheduled in such a manner as to minimize the loss of scheduled class time, student appointments or counselors office duty. Such meeting time shall be held during the normal working day.

Section 5.7. College Calendar. The regular academic year (fall and spring semesters) shall not exceed one hundred seventy-six (176) working days, not including holidays, break periods, and days classes are cancelled due to inclement weather or other causes. There shall not be more than one hundred fifty-six (156) classroom instructional days for the regular academic year (fall and spring semesters). For CE/CS faculty, there shall not be more than one hundred sixty-six (166) classroom instructional days for the regular academic year (fall and spring semester). For faculty employed on twelve-month contracts, the number of working days shall not exceed two hundred forty-one (241) and the number of classroom instructional days shall not exceed two hundred twenty-one (221). Prior to the adoption by the Board of the College calendar, the Chancellor or the Chancellor's designee will meet with the Union President or the Union President's designee to discuss same.

Section 5.8. Notice of Board Meetings. The President of the Union or his designee shall be given written notice of all regular and special meetings of the Board, together with a copy of the agenda and Board reports. These shall be provided no later than twenty-four (24) hours prior to each Board meeting.

Section 5.9. Mailboxes. The Union President or other member of the bargaining unit shall have the right to place non-inflammatory notices and materials relating to legitimate Union activities in the mailboxes of faculty members covered by this Agreement. The Union shall have the right to reasonable use of the campus mail distribution system. The Union shall not use the campus mail distribution system for notices or materials that are either inflammatory or partisan-political in nature.

Section 5.10. Personnel Files. Upon written request, a faculty member shall be given one (1) copy of his own personnel file without charge each fiscal year.

Section 5.11. Fair Share. All employees covered by this Agreement who are not members of the UNION, commencing on July 1, 1988, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the UNION, shall pay to the UNION each month starting with the first full month of employment, their fair share of the costs of the services rendered by the UNION that are chargeable to non-members under state and federal law.

The UNION shall certify to the BOARD a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Illinois Educational Labor Relations Board rule (IELRB).

Such fair share payment by non-members shall be deducted by the BOARD from the earnings of the non-member employees and such deductions shall be remitted by the 15th day of the succeeding month to the Treasurer of the UNION, unless required to remit a fee to the IELRB for escrow. If a faculty member has no earnings due for a given pay period, the UNION shall be responsible for collecting such faculty member's fair share amount.

The Board shall cooperate with the UNION to ascertain the names of all employee non-members of the UNION from whose earnings the fair share payments shall be deducted and their work locations and shall provide the UNION space to post a notice concerning fair share.

The UNION shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.

The BOARD shall comply with any rules of the Illinois Educational Labor Relations Board (IELRB) regarding Fair Share applicable to the employer.

Upon adoption of any UNION internal appeal procedure, the UNION shall supply the BOARD with a copy. In addition, the UNION shall advise the BOARD of subsequent changes therein.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the UNION with respect to fair share payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

The UNION shall indemnify and hold harmless the BOARD, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the BOARD for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the UNION under any such provisions. The UNION shall not be responsible for the attorney's fees of any attorney for the employer other than an attorney employed and supervised or directed by the UNION.

If, during the term of this Agreement, the Labor Board (IELRB) or a court of competent jurisdiction rules any part of this Section void or not enforceable, the UNION and the BOARD agree to convene negotiations on this matter immediately for the sole purpose of bringing this Section into compliance with the Standards or rulings of said Labor Board (IELRB) or court.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1. Definition. A grievance shall mean a complaint by a faculty member that there has been as to him a violation or misinterpretation or misapplication of the specific terms of this Agreement.

Section 6.2. Informal Resolution. The parties are encouraged to resolve through informal discussions any grievances as defined herein. When specifically requested by the faculty member, a Union representative may accompany the faculty member to assist in the informal resolution of the grievance. Such informal discussions are not to be construed as a part of the grievance procedure.

Section 6.3. Procedure. If such informal discussions do not lead to a satisfactory resolution of a grievance as defined herein, the grievance shall be processed according to the following procedure. The term "days" as used in the following procedure refers to days the College administrative offices are open, unless otherwise indicated.

First Step

- (1) If the faculty member is unable to resolve a grievance informally, a written statement of the grievance shall be prepared, signed and delivered to the faculty member's Division Director or other immediate supervisor who is not a member of the bargaining unit within fifteen (15) calendar days after the first event giving rise to the grievance. The faculty member shall simultaneously deliver a copy of the written grievance to the Union President. The written grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, the full facts on which the grievance is based and the specific relief requested.
- (2) Within five (5) days after the written grievance is submitted, a meeting shall be held with the grievant's immediate supervisor who is not a member of the bargaining unit or his designee to resolve the grievance at a time mutually agreed to by all the parties concerned, including a Union representative if the faculty member specifically so requests.
- (3) The Division Director or other immediate supervisor or his designee will answer the grievance in writing within five (5) days after such meeting.

Second Step

- (1) If the faculty member is not satisfied with the First Step decision, the grievance may be referred to the appropriate Dean (East Campus President for East Campus faculty) within five (5) days after the First Step answer is provided.
- (2) Within five (5) days thereafter, a meeting shall be held between the faculty member, a Union representative if requested by the faculty member, the Dean (East Campus President for East Campus faculty) or his designee, and other appropriate administrative personnel.

- (3) The Dean (East Campus President for East Campus faculty) or his designee shall deliver an answer to the grievant within five (5) days after such meeting.

Third Step

- (1) If the faculty member is not satisfied with the Second Step decision, the grievance shall be referred to the Quad-Cities Campus President and the College Chancellor (College Chancellor only for East Campus faculty) within five (5) days after the Second Step answer is provided.
- (2) Within five (5) days thereafter, a meeting shall be held between the faculty member, a Union representative if requested by the faculty member, the President or his designee, the Chancellor or his designee, and other appropriate administrative personnel.
- (3) The Chancellor or his designee shall deliver an answer to the grievant within ten (10) days after such meeting.

Fourth Step

- (1) If the Union is not satisfied with the decision at the Third Step, the Union may refer the grievance to arbitration within fourteen (14) calendar days after the decision is provided at the Third Step, by written notice to the College Chancellor.
- (2) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said seven (7) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Union and the Board shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.
- (3) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the

hearing, subject to the availability of Union and Board representatives.

- (4) The arbitrator shall submit his recommendation in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (5) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (6) The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Board and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

Section 6.4. Limitation on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the Board and Union, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step (Second Step in the case of a Union Grievance or Group Grievance). The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator shall be without power to make recommendations contrary to or inconsistent with in any way applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Board under law and applicable court decisions. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, will be accepted as final by the Board, the Union, and the faculty member, and all parties will abide by it.

Section 6.5. Union Grievances. If a grievance alleges a violation, misinterpretation, or misapplication of the specific terms of this Agreement that relate directly to Union rights (e.g., dues checkoff, mail boxes, and information to the Union), or, if a grievance arises out of the same facts and alleges the same violation, misinterpretation, or misapplication of the

specific terms of this Agreement as to a class of three (3) or more faculty members, the Union, acting through the Union President, shall have the right to submit a grievance at the Second Step of the grievance procedure. Any such grievance shall be submitted within fifteen (15) calendar days after the first event giving rise to the grievance.

Section 6.6. Group Grievances. If a grievance involving two or more faculty members arises out of the same facts and alleges a violation, misinterpretation, or misapplication of the same specific terms of this Agreement, it may be submitted as a group grievance in accordance with the procedure set forth in Section 6.3 above, provided that any such grievance shall be submitted in writing at the Second Step and shall be signed by any faculty members who want their grievance heard as a group grievance. The resolution of a group grievance shall be limited to those faculty members who are identified by name in the grievance.

Section 6.7. Time Limits. No grievance shall be entertained or processed unless it is submitted within fifteen (15) calendar days after the first event giving rise to the grievance. If a grievance is not presented within this time limit, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled on the basis of the Board's last answer. Failure at any step of this procedure to hold a meeting or communicate a decision on a grievance within the specified time limits shall permit the aggrieved party to treat the grievance as denied and to proceed immediately to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 6.8. No Reprisals. No reprisals of any kind shall be taken by the Board or the Union against a faculty member because of his participation in this grievance procedure. The Union shall not participate in reprisals of any kind against administrators or supervisors for any testimony or decisions given because of their participation in this grievance procedure.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1. Gender. Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall refer to both the masculine and feminine.

Section 7.2. Tuition Waiver. The Board shall waive the cost of tuition for faculty members, spouses, and their dependents

under the age of twenty-three (23) taking courses at Black Hawk College.

Section 7.3. Travel Expenses. Faculty members shall be reimbursed at the prevailing rate paid by the College for travel on College business in their personal automobile if such travel has been approved in advance by the appropriate Division Director and Dean or as appropriate at the East Campus.

Section 7.4. Tuition Reimbursement. Faculty members may receive reimbursement for study taken during the academic year and summer sessions within budget limitations. Payment will be made upon satisfactory completion of the course work taken, provided that the study is appropriate to the assignment of the faculty member and has had prior written approval from the appropriate Dean or as appropriate at the East Campus. Reimbursement shall be limited to tuition. For the 1987-1988 and the 1988-89 years, tuition reimbursement may be paid up to a maximum of \$1,200 for courses completed in a given semester or summer session, and a maximum of \$1,500 for courses completed in a given year. For the 1989-1990 year, tuition reimbursement may be paid up to a maximum of \$1,700 for courses completed in the year. Requests for reimbursement must be submitted within sixty (60) days of the end date of the course taken.

ARTICLE VIII

CONDITIONS OF EMPLOYMENT

Section 8.1. Academic Freedom. Within the scope of their duties and responsibilities, the Board, the Union, and the faculty members covered by this Agreement recognize their responsibility to protect and encourage the search for knowledge and its dissemination. Faculty members have both the freedom and obligation to adequately investigate and to present to their students, based upon their professional judgment, available information and matters related to the subject being taught and to the education and training of their students must be consistent with the purpose and objectives of the course as adopted by the College and approved by the Illinois Community College Board. Faculty members shall at all times try to be accurate, show respect for the opinion of others, present all facets of controversial issues in an unbiased manner, identify their own personal persuasion on controversial issues, and make every effort, where appropriate, to indicate that they are not institutional spokespersons.

Within the broad framework of academic freedom affirmed above, the faculty shall continue to have the individual right and responsibility to determine course content, teaching methods, and textbooks subject to applicable College policies and procedures.

Section 8.2. Faculty Evaluation. The performance of non-tenured faculty members shall formally be evaluated at least annually by the College administration.

Section 8.3. Distribution of Overload and Summer School Courses. Overload and summer session courses (up to two at a time) shall be distributed as equitably as practicable on the basis of seniority by rotation within a division among faculty members at each Campus who are determined to be qualified to teach the course in question. Faculty members who turn down overload or summer assignments shall be credited with such assignments for the purposes of this Section. If a faculty member demonstrates that he has not received his share of overload or summer assignments for which he is qualified to teach, he shall be given preference for future overload or summer assignments until the imbalance is corrected. Full-time faculty within a division shall be given preference for overload and summer school assignments over full-time faculty in other divisions and part time. Division Directors may establish deadlines by which faculty members must submit requests for overload or summer assignments.

Section 8.4. Tenure. Full-time faculty members shall be eligible for tenure in accordance with the applicable provisions of the Illinois Community College Tenure Act. Neither this Section nor any matter relating to tenure shall be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 8.5. Office Hours. Each faculty member shall keep five (5) scheduled office hours each week (or more as the faculty member deems appropriate), including finals week. These five (5) office hours shall be scheduled on at least three (3) days of each week College classes are in session except for East Campus faculty teaching eight-week courses. CE/CS faculty members shall keep three (3) scheduled office hours each week, including finals week.

Section 8.6. Notice of Resignation. If a faculty member is contemplating resignation, it should be discussed with his immediate supervisor who is not a member of the bargaining unit at the earliest possible time. The resignation of a faculty member shall be submitted in writing to the President of the Campus to which that faculty member is assigned. Normally a resignation

need not be accepted after June 15, except in extreme cases, and then subject to the availability of a replacement satisfactory to the President of the Campus to which the faculty member is assigned.

Section 8.7. Vacations - 12 Month Faculty. Faculty members under twelve (12) month contracts shall be entitled to twenty (20) paid vacation days per year. Vacation time shall be accumulated at the rate of one and two-thirds (1.667) days per month.

Vacation days may be accumulated to a maximum not to exceed forty (40) days. Any accrued vacation days in excess of forty (40) effective July 1, 1986, will be forfeited. Faculty under twelve (12) month contracts whose positions are funded by grants will not be allowed to accumulate vacation days beyond the end of a fiscal year. Upon separation of employment from the College, the faculty member shall take the accumulated days of vacation or shall be paid for the number of accumulated days at one hundred percent (100%) pro rata portion of his base pay, up to and including forty (40) days.

Vacation schedules shall be determined and approved in advance by appropriate administrators and organized so that some personnel will always be on duty.

Section 8.8. Correctional Center Faculty. Notwithstanding anything in Section 3.2 (Precedence of Agreement) or elsewhere in this Agreement, all terms of this Agreement and any and all terms and conditions of employment for faculty assigned to the Correctional Center shall be subject to and controlled by the Contractors Handbook issued by the Illinois Department of Corrections (DOC) and any and all written or oral conditions, instructions or directives issued by the DOC and its representatives and agents (including the DOC School District #428 or its successor and the Warden of the Correctional Center) which affect or relate to the compensation or terms and conditions of employment for faculty assigned to the Correctional Center. In the event such written or oral conditions, instructions or directives or the Contractors Handbook permit, but do not require, more favorable terms and conditions of employment than are provided for in this Agreement, the terms of this Agreement shall apply. Any such written or oral conditions, instructions or directives, and the Contractors Handbook, as well as the interpretation of same by the DOC and its various representatives and agents, shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE IX

LEAVES

Section 9.1. Sick Leave. Nine-month faculty with fewer than three years of full-time service shall accumulate sick leave at the rate of ten (10) days per year. Nine-month faculty with three to fifteen years of full-time service shall accumulate sick leave at the rate of twelve (12) days per year. Nine-month faculty with fifteen or more years of full-time service shall accumulate sick leave at the rate of fifteen (15) days per year.

Twelve-month faculty with less than three years of full-time service shall accumulate sick leave at the rate of twelve (12) days per year. Twelve-month faculty with three to fifteen years of full-time service shall accumulate sick leave at a rate of fifteen (15) days per year. Twelve-month faculty with fifteen or more years of service shall accumulate sick leave at a rate of nineteen (19) days per year.

A sick leave bonus plan for full-time faculty with less than three years of full-time service allows for an additional two (2) days of sick leave per year for nine-month faculty and three (3) days per year for twelve-month faculty who use no sick leave days during a fiscal year.

Sick leave shall be accumulated without limit for both nine and twelve-month faculty, and unused sick leave shall be applied toward service credit for retirement under the State Universities Retirement System (SURS).

A faculty member shall notify his/her immediate supervisor who is not a member of the bargaining unit as soon as possible when it is necessary to use accumulated sick leave days. Sick leave may be used only where absence from work is necessary due to the personal illness or disability of the faculty member or permanent resident of the faculty member's household.

The Board reserves the right to require a certification from a physician or other licensed health care professional for the use of sick leave. The Board reserves the right to require periodic physical examinations during the period of an employee's absence due to sickness or disability. Examinations administered by a physician selected by the Board shall be at the Board's expense.

Section 9.2. Judicial Leave. Faculty members subpoenaed as witnesses or summoned to jury duty shall receive time off with

pay, provided that proper notice is given to his immediate supervisor who is not a member of the bargaining unit. A faculty member shall notify his immediate supervisor who is not a member of the bargaining unit as soon as possible after being subpoenaed or summoned. The faculty member will receive the difference between the daily rate of pay received for jury or court duty and his/her regular rate of pay, provided the faculty member's daily rate of pay is more than received from court duty. Any expenses (mileage, meals, etc.) paid by the court to the faculty member shall be retained by the faculty member. Should the jury not meet, or when a jury session or witness appearance is finished early, the faculty member is expected to report back to work.

Section 9.3. Bereavement Leave. In the event of the death of a member of the faculty member's immediate family, the faculty member shall be entitled to a leave of absence of up to a maximum of five (5) consecutive calendar days with pay (excluding weekends and holidays) for the purpose of attending the funeral and for making funeral arrangements. The term "immediate family" shall mean the faculty member's husband, wife, child, father, mother, father-in-law, mother-in-law, brother, sister or relative living in the immediate household.

A faculty member shall be entitled to a leave of absence not to exceed one (1) day with pay to attend the funeral services of other relatives or permanent resident of the faculty member's household. A maximum of two (2) days may be allowed if travel is involved for an out-of-town funeral for such other relatives.

Additional time off in connection with funerals that would exceed the limitations indicated above may be excused without pay or applied against annual vacation, if eligible. This additional time must be approved by the appropriate Division Director and Dean or as appropriate at East Campus.

Section 9.4. Professional Development Leave. Professional Development Leave may be granted at the sole discretion of the Board to eligible faculty members. To be eligible to apply for a professional development leave, a faculty member must have completed a minimum of six (6) continuous years of full-time academic service with the College.

To be considered for a Professional Development Leave, eligible faculty members must submit a detailed written plan to the Campus President prior to December 1 of the academic year preceding the academic year in which the faculty member desires the leave to begin. A Professional Development Leave may also be initiated by the Campus President at any time. A professional

development leave may be granted for one or more of the following purposes: formal study in a major or cognate field at an accredited institution, professional research, or inquiry at an accredited institution which will advance the faculty member's knowledge of his field and/or improve his professional skills. A faculty member may also submit a written plan for a Professional Development Leave for other purposes which are beneficial and in the best interest of the College as determined by the Board upon the recommendation of the Campus President and Chancellor. A request for a Professional Development Leave initiated by an individual faculty member shall be reviewed by a committee appointed by the Campus President or Chancellor which committee shall include faculty representatives. The committee shall be constituted as defined in the current Faculty Handbooks.

Any faculty member who has applied for and been denied a Professional Development Leave by the Chancellor may request a hearing before an Appeals Committee. The Appeals Committee shall be composed of the Campus President, the appropriate Dean or as appropriate at the East Campus, and one faculty member serving on the Professional Development Leave Committee. The Appeals Committee shall inform the faculty member in writing of the reasons for the refusal. The faculty member will then have the option of making an oral and/or written presentation to the Appeals Committee within three (3) weeks. After this presentation, if any, the recommendation of the Appeals Committee will be forwarded to the Chancellor for final resolution. The Chancellor shall inform the affected faculty member of his final decision within fifteen (15) calendar days.

If a faculty member is granted a Professional Development Leave for two semesters (one academic year), the faculty member shall be paid one-half of his base salary. If a faculty member is granted a Professional Development Leave for one semester or less, the faculty member shall be paid his full base salary for the period of the leave. Faculty members on Professional Development Leave shall not be subject to any prohibitions on their income not applicable to faculty members not on Professional Development Leave.

The period of a Professional Development Leave will not be considered a break in service and it will count toward a faculty member's vertical movement on the salary schedule. When a faculty member is on a Professional Development Leave, the faculty member will continue to receive the same group hospitalization and life insurance benefits and other fringe benefits that are provided by the Board for faculty members generally. At the end of a

Professional Development Leave, the faculty member shall return to employment at the College in the position he left, if available, or to another full-time faculty position for which he is qualified and has the necessary seniority as required by the Illinois Community College Tenure Act.

Professional Development Leave is conditional upon compliance with the terms and conditions on which it was granted, modifications of which may not be made without Board approval. Upon completion of a Professional Development Leave, the faculty member shall present a full written report to the Campus President demonstrating compliance with the terms and conditions upon which the leave was granted.

A faculty member is expected to remain an employee of the College for two (2) years following completion of the leave. If the faculty member fails to remain an employee for one (1) year after the expiration of a Professional Development Leave, he shall reimburse the College for the entire compensation received while on such leave, and if a faculty member leaves the College employment during the second year following the expiration of a Professional Development Leave, he shall reimburse the College for twenty-five percent (25%) of the compensation received while on said leave.

Section 9.5. Military Leave. Faculty members who serve in reserve units or in the National Guard are required, to the extent possible, to schedule service periods outside the regular academic year so as not to interfere with their work for the College. If a faculty member is mandated during the regular academic year to serve in the National Guard or a reserve unit, he/she has the option of continuing on regular salary or collecting military pay, but not both. If the choice is to receive regular College salary, the military pay must be turned over to the College. This same provision regarding salary shall apply to faculty mandated to serve in the National Guard or military reserve during a summer school teaching assignment and to faculty employed on twelve-month contracts.

A faculty member will be granted a leave of absence without pay if he/she is drafted or otherwise called to active duty in the military service of the United States. The faculty member will be reemployed at the end of military service, provided that an opening exists for which the faculty member is qualified (or, in the case of a tenured faculty member, if there is a position for which he/she is qualified that is held by a less senior faculty member). Time spent on military leave shall be counted toward service

credit for seniority and professional development leave, will not constitute a break in service or affect a vertical movement on the salary schedule, and it shall not count toward completion of eligibility requirements for tenure.

Section 9.6. Maternity Leave. Sick leave will be granted for purposes of child bearing on the same terms and conditions as any other illness or disability.

Section 9.7. Personal Leave Days. Each faculty member shall be permitted without loss of salary two (2) days each year to transact personal business which cannot be handled during non-working time, including personal matters of an emergency nature that cannot be handled during non-working time. Any unused personal days for the immediately preceding academic or fiscal year shall be accumulated up to a maximum of three (3) days for use as personal leave days in succeeding years.

Written application for such leave shall be made to the faculty member's immediate supervisor who is not a member of the bargaining unit at least three (3) academic work days prior to the desired day of such leave, provided that in an emergency an application may be made at a later time. Personal leave for a proper purpose shall not be denied arbitrarily.

Personal leave may not be taken on commencement day, or immediately preceding or following a vacation period (which shall include mid-week holidays or weekends annexed to holidays), or the first five (5) working days of each semester, unless the faculty member receives permission from the faculty member's immediate supervisor who is not a member of the bargaining unit due to the existence of extraordinary or emergency circumstances.

Section 9.8. Personal Leave of Absence. A personal leave of absence without pay for a period not to exceed one (1) year may be granted to a faculty member for reasons which are deemed acceptable by the appropriate Dean or as appropriate at East Campus and Campus President. Such leaves may be granted for travel, professional study, parenting or other personal reasons. Such leaves are subject to approval by the Board of Trustees.

Time spent on a personal leave of absence will not constitute a break in service but is not included in calculation for tenure eligibility, seniority, promotion, vertical movement on the salary schedule, vacation, sick leave and professional development leave.

Faculty members may arrange for continuation of their group health and life insurance prior to departure by paying the full cost of this coverage.

ARTICLE X

SENIORITY AND REDUCTIONS IN FORCE

Section 10.1. Definition of Seniority. The seniority of faculty members shall be based on the last date of beginning continuous full-time employment by the Board. Conflicts of seniority among faculty members with the same seniority date shall be resolved on the basis of the earliest date the initial contract of employment was approved by the Board of Trustees and, if a tie still exists, on the earliest date upon which the Application for Employment form for the specific opening for which the faculty member was hired was received by the College. If conflicts of seniority cannot be resolved by the procedures outlined above, the conflict shall be resolved by drawing lots. Seniority does not accumulate during a faculty member's Personal Leave of Absence (Section 9.8) or while a faculty member is laid off.

Section 10.2. Seniority Upon Return to the Bargaining Unit. If a faculty member is appointed by the Board to a position outside the bargaining unit and is subsequently returned to a bargaining unit position by the Board, the faculty member shall be credited with the years of service outside of the bargaining unit, in addition to the seniority that was previously accumulated as a faculty member.

Section 10.3. Reduction in Force. The reduction in force of faculty members shall be in accordance with the provisions of Chapter 122, Section 103B-5, Illinois Revised Statutes, and/or applicable Board policies and procedures. Any such reduction in force shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 10.4. Dismissal Procedure. The dismissal of a faculty member shall be in accordance with the provisions of Chapter 122, Sections 103B-3, 103B-4, Illinois Revised Statutes. The grievance and arbitration procedure set forth in this Agreement shall not be applicable to any such dismissals.

Section 10.5. Termination of Seniority. Seniority for all purposes shall be terminated if the faculty member:

1. Quits or resigns employment from the College; or
2. Is terminated in accordance with the provisions of applicable law and/or Board policy; or
3. Retires or is retired; or
4. Is a tenured faculty member and:
 - a. Is laid off for a period of 24 months from the beginning of the school year for which the faculty member was honorably dismissed; or
 - b. Fails to respond to notification of recall within seven (7) calendar days of its receipt or within twelve (12) calendar days of its mailing, whichever is less, provided that a notice of recall is sent by certified or registered mail (return receipt requested) addressed to the most recent address provided by the faculty member. It shall be the responsibility of the faculty members laid off to advise the Director of Personnel in writing of their latest address; or
5. Fails to return from an approved leave of absence or vacation at its expiration, except for good cause shown due to circumstances beyond the control of the faculty member.

ARTICLE XI

FACULTY WORK LOAD

Section 11.1. Quad-Cities Campus. For the 1987-88 year, within each Division, the normal full-time load of each faculty member shall be determined by the Division Director on consultation with the faculty member and approved by the appropriate Dean, subject to the following:

a. CAREER PROGRAM

Business Careers Division

The normal load in the Data Processing Department and Management Marketing Department shall be 30-34 equated credit hours per academic year. The normal load in the Office Careers Department shall be 17-20 contact hours per semester.

Health Career Division

The normal load in the Health Career Division shall be 30-34 equated hours per academic year.

Clinical hours for the Associate Degree Nursing faculty, Licensed Practical Nursing faculty, Nursing Assistant faculty and Respiratory Therapy faculty shall be equated for load purposes on the basis of .75 of an equated credit hour for each clinical hour.

Industrial Related Division

The normal load of a faculty member in the Industrial Related Division shall be eighteen (18) to twenty-two (22) contact hours per semester.

Quad-Cities Training Center (QCTC)

The normal load in the QCTC is 30-34 equated credit hours per academic year.

The equated load formulas for lab and practicum classes are as follows:

1 lab hour = .5 equated credit hour

1 practicum hour = .75 equated credit hour

East Moline Correctional Center (EMCC)

The work load for correctional center faculty shall be 40 clock hours per week, including scheduled office hours.

b. CE AND CS PROGRAM

The work load for community services and continuing education faculty shall be 25 contact hours per week.

c. LIBRARIANS AND COUNSELORS

The work load for librarians and counselors shall be 37 1/2 clock hours per week, including scheduled office hour.

d. UNIVERSITY PARALLEL PROGRAM

Biological Sciences

The normal load shall be 30-32 equated credit hours per academic year. The equated load formulas for Biological Sciences shall be:

1 lecture hour = 1 equated credit hour

1 lab hour = 0.8 equated credit hour

The following formula shall be used in determining equated credit hours for multiple sections:

$$h = c + (E/n - 1) 1.5$$

- h = equated credit hours
c = course credit hours per section
E = total number of students enrolled on tenth day of classes
n = number of students per section
E/n = number of students enrolled on the tenth day of classes divided by the number of students per section, rounded to the lowest whole integer.

Business Transfer

The normal load shall be 30-32 equated credit hours, including labs, per academic year. The equated load formulas for Business Transfer shall be:

1 lecture hour = 1 equated credit hour

1 lab hour = .75 equated credit hour

Music

The normal load shall be 30-34 equated credit hours per academic year.

If enrollment in a section is less than 12 students, pro rata credit toward load is given, unless the section is cancelled or combined with another section to increase enrollment to twelve students or more.

The equated load formulas for Music shall be:

1 course credit hour = 0.8 equated credit hours for Music 101, 107 and 109.

1 course credit hour = 0.6 equated credit hours for Music 103.

1 course credit hour = 1 equated credit hour for Music 115, 207, 251, 253, and 254.

For Music 111 and 211, 1 lecture hour = 1 equated credit hour, and 1 lab. hour = 0.6 equated credit hour.

For music lessons the following equated load formulas shall apply:

1 student (private lesson) -- 1 course credit hour = 0.2 equated credit hour.

2-6 students -- 1 course credit hour = 0.6 equated credit hour.

7 or more students -- 1 course credit hour = 0.8 equated credit hour.

Television

The normal load shall be 30-34 equated credit hours per academic year.

The equated load formula for television shall be:

1 course credit hour = 1 equated credit hour for TV 112 and 212

TV 160, TV 220 and TV 221 = 5.4 equated credit hours

TV 200 = zero equated credit hours (no load value)

Engineering and Physical Sciences

The normal load shall be 30-32 equated credit hours per academic year.

The equated load formula for labs are as follows:

1 lab hour = 0.6 equated credit hour for all Geology and Geography courses.

1 lab hour = 0.8 equated credit hour for all Chemistry, Physics, Engineering and Astronomy courses.

The following formula shall be used in determining equated credit hours for multiple sections:

$$h = c + (E/n - 1) 1.5$$

h = equated credit hours

c = course credit hours per section

E = total number of students enrolled on the tenth day of classes

n = number of students per section

E/n = number of students enrolled on the tenth day of classes divided by the number of students per section, rounded to the lowest whole integer.

English, Philosophy, and Foreign Language

The normal load shall be 30-32 equated credit hours.

The following courses shall be equated at 3.5 equated credit hours: English 101, 102, 132, 200, 231, 232, 242, 243 and Communication 100.

The following courses shall be equated at 2.3 equated credit hours: English 091 and Communication 105.

All other English, Philosophy and Foreign Language courses shall be equated on the basis of 1 course credit hour = 1 equated credit hour (based on the assumption of no lab sections in Foreign Language).

Health, Physical Education, and Recreation

The normal load shall be 36-40 contact hours per academic year. One classroom lecture hour equals 1 contact hour.

The following equated load formula shall apply to activity classes:

1 lab = 0.7 equated credit hour for HPE 130 and above

1 section = 0.7 equated credit hour below HPE 130 (varsity sports) (1.4 for Freshman and Sophomore sections combined per semester)

Mathematics and Computer Sciences

The normal load in Mathematics shall be 30-32 equated credit hours per academic year.

The lead instructor in the Math Lab will work at the Math lab desk twenty-five (25) contact hours per week.

The normal load in Computer Sciences shall be nine (9) three (3)-hour courses per academic year.

The equated load formulas for Computer Sciences labs shall be:

1 lab hour = .75 equated credit hour for CS 100 and 101

1 lab hour = .5 equated credit hour for CS 141, 151, 242 and 252

Social Behavioral Studies

The normal load shall be 30 equated credit hours. Internship courses shall be paid on an independent study base.

Creative Arts

The normal load for Art shall be 30-34 equated credit hours.

The equated load formula for Studio courses shall be one studio hour = 0.8 equated credit hour.

The normal load in Communication Arts shall be 30 semester hours.

e. STUDY UNLIMITED

1. A section of a course offered in Study Unlimited that is to be included as a part of a full-time faculty member's full-time class load during the regular academic year exists when the partial roster enrollment of new/additional students in a Study Unlimited section equals the tenth-day enrollment of regular classroom sections of the same course for the latest completed semester. Certain departments require a higher number of enrollees than the tenth-day enrollment of regular classroom sections.
2. A section that is to be paid at overload contract rate exists at any time during the calendar year, including summer session, when the partial roster enrollment of new/additional students in a Study Unlimited section equals eighteen (18) students. Certain departments require a higher number of enrollees than the minimum of eighteen (18) students.

3. For purposes of determining sections for fulltime load equivalency, Study Unlimited sections can be combined. Study Unlimited enrollments in different class sections may also be combined for overload contracts.
4. It is the teacher's responsibility to report accurately and on the Study Unlimited tally sheet to department chairman the names of new/additional student enrollments in Study Unlimited classes. Students should not be added to the tally sheet until their start dates have occurred.

In general, it has also been a procedure in UPP to limit the number of Study Unlimited sections for load to half of regular load unless otherwise authorized by the Director. (Overload contracts are not expected to exceed one per semester, unless approved by the Dean and extenuating circumstances exists.)

Section 11.2. East Campus. For the 1987-88 year, within each Division, the normal full-time load of each faculty member shall be determined by the Division Director in consultation with the faculty member, subject to the following:

1. The normal teaching load for each full-time faculty member shall be sixteen (16) equated semester hours per semester. Each faculty member will be expected to teach at least thirty-two (32) semester hours per year. Up to thirty-three (33) semester hours may be assigned by the Division Director annually. Teaching loads over thirty-three (33) semester hours up to thirty-eight (38) semester hours may be assigned with the faculty member's consent. Teaching loads in excess of thirty-eight (38) semester hours must be approved by the faculty member involved, his immediate supervisor who is not in the bargaining unit, and the appropriate Dean or as appropriate at East Campus.
2. Those faculty members who have taught more than thirty-two (32) equated hours and have taught more than 400 student credit hours during the academic year shall be eligible for overload payment. These calculations shall be based upon mid-term data and payment made after mid-term of the spring semester.

3. A ratio of .75 to 1 shall be used when equating laboratory, studio, or activity hours to lecture hours.
4. Clinical hours for the Associate Degree Nursing faculty and Nursing Assistant Program faculty shall be equated for load purposes on the basis of .75 equated credit hour for each clinical hour taught.
5. Faculty responsible for the placement and supervision of work-experience students in agriculture, agricultural mechanics, and automotive technology programs at the East Campus shall be credited for work load purposes with (1) equated hour for every four (4) students placed and one (1) equated hour for every three (3) students supervised per semester.
6. In cases where courses do not have sufficient enrollment to be offered independently, they may be taught on a concurrent basis at the discretion of the Division Director in consultation with the affected faculty member. Where a maximum of three (3) sections are taught concurrently (i.e., during the same semester), load shall be given equal to the load of the highest load bearing course.
7. Independent study assignments shall be for supervision of student study or research outside the normal curriculum. Such assignments must be approved by the Division Director. Payment is by separate contract at \$30.00 per student credit hour, payment to be made after mid-term enrollments are confirmed.
8. Directed study assignments shall be for supervision of tutorial assignments where the student takes an existing course on an individual basis with the supervision of the faculty member. Such assignments must be approved by the Division Director. Payment is by separate contract at \$30.00 per student credit hour, payment to be made after mid-term enrollments are confirmed.
9. The workload for librarians and counselors shall be 37-1/2 hours per week, including office hours.
10. An additional .5 equated credit hour will be credited to the faculty member's load who teaches the following

English courses: English 091, 101, 102 (e.g., English 091 = 3.5 equated hours).

Section 11.3. Faculty Load Committee. The Board and the Union agree to form a joint committee to study district faculty work load policies and procedures, and to recommend changes, if any, in faculty work load policies and procedures to be implemented in the Fall 1988 semester.

The committee will consist of six Board representatives and six Union representatives, with alternates for each committee member. Representatives from both the Quad-Cities Campus and East Campus will be included in both the Board and Union sides.

The Board representatives will be appointed by the Chancellor, and the Union representatives will be appointed by the Union President. Appointments to the committee will be completed by September 15, 1987.

The committee will be headed by two co-chairpersons. One chairperson will be chosen by the Chancellor from among the Board representatives, and the other chairperson will be chosen by the Union President from among the Union representatives.

The Chancellor and the Union President have complete discretion in making appointments to the committee and the co-chairpersonships, but will consult with each other in making their selection.

The work of the committee will be among the highest priority endeavors of the college and, to reflect and insure this, the two co-chairpersons will be given sufficient released time during the Fall 1987 semester from their other work duties to insure that they have adequate time and energy available to direct and guide the committee's task to a timely completion. In line with the high priority given the committee's work, all departments, faculty, and staff of the college will be encouraged to cooperate with the committee to the fullest extent possible in supplying information and data, and to assist the committee in its work whenever requested. In particular, the committee will have complete access to all pertinent and relevant data and information available through the college's administrative data-bases.

The committee's work will culminate in a report that will contain complete recommendations as to faculty work load policies and procedures to be instituted at all campuses and instructional sites in the college district in the Fall 1988 semester. The committee's complete report and recommendations will be published

by the Union and the Board at the earliest feasible time following final approval of the report by the committee itself.

The committee's recommendations will be presented, complete and without alteration, for approval or rejection by the Board of Trustees and the faculty. The Board will approve or reject the complete and unaltered recommendations by open, roll call vote, no later than the second regularly scheduled monthly Board meeting held after the publication of the committee's report. A referendum, open to all members of the faculty collective bargaining unit, will be held no later than the date of the second regularly scheduled monthly Board of Trustees meeting following the publication of the committee's report and recommendations, for the purpose of determining faculty approval or rejection. Absentee voting by all eligible faculty members on leave will be allowed. A simple majority of all votes cast will be required for approval.

Both the Board and Union must approve the Committee's recommendations for them to be incorporated into this agreement.

If both the Board and the faculty approve the recommendations, they will be binding on both the Board and the Union to the same extent as any other "tentative agreement" is binding on subparts and issues of a collective bargaining agreement, as is commonly understood and accepted in the practice of collective bargaining, in negotiations for the next collective bargaining agreement to be negotiated following the expiration of the current collective bargaining agreement.

The committee will make every effort to conclude their work and publish their report and recommendations by December 18, 1987.

Section 11.4. Faculty Load for 1988-1989. This section to be determined as outlined in section 11.3.

Section 11.5. Faculty Load for 1989-1990. This section to be determined as outlined in section 11.3.

ARTICLE XII

RANK AND PROMOTION SYSTEM

Section 12.1. Academic Ranks. The teaching faculty shall be classified into five (5) groups: Assistant Instructor, Instructor, Assistant Professor, Associate Professor, and Profes-

Section 12.2. Eligibility for Promotion. Faculty members meeting the minimum number of points for each rank outlined in the Quality Points Guidelines approved by the Board and who have been in their present rank the requisite number of years shall be eligible to be considered for promotion. Faculty eligible for promotion shall be notified by letter or internal memo and shall be given applications for promotion by the Campus President by October 15 of the fall semester. Persons meeting the minimum Quality Point Guidelines and who have been in their present rank the requisite number of years shall be considered for promotion if they successfully complete all application procedures and meet all application deadlines. Meeting the minimum requirements is only one of several factors considered in promotion.

Section 12.3. Promotion Review Procedure. Evaluation and recommendation for promotion is the initial responsibility of the members of the department (or division, where applicable), the Department Chairperson (where applicable), the Division Director and the Dean or as appropriate at East Campus.

A Promotion Review Committee shall be established on each campus. It should be the responsibility of those Committees to review the qualifications of those persons who have applied for promotion with respect to the responsibilities of the rank each person currently holds as well as the potential of each candidate for promotion to fulfill the responsibilities of the rank to which he has applied for promotion. The recommendations of the Committee shall not be subject to the grievance and arbitration procedures of this Agreement, but they shall be reviewable under the current promotion review appeals procedures.

The Committees shall send their recommendations for promotion to the appropriate Campus President, who shall forward each recommendation, along with his statement of concurrence or disagreement, to the Chancellor. The Chancellor will forward to the Board of Trustees only those promotion cases he is recommending favorably for promotion; in such cases, he shall forward to the Board of Trustees his own recommendation, along with the recommendations of the Promotion Review Committee and the appropriate Campus President. The final decision on promotions shall rest in the sole discretion of the Board of Trustees, whose decision shall not be subject to the grievance and arbitration provisions of this Agreement.

Cases where the Chancellor is not recommending a faculty member for promotion will not be sent to the Board of Trustees. If the Promotion Review Committee has recommended a candidate for promotion and the Chancellor reverses that recommendation, the

Chancellor's decision shall be grievable under the grievance and arbitration provisions of this Agreement under an arbitrary and capricious standard of review.

The Campus Presidents have the authority to make a special recommendation to the Chancellor for the promotion of faculty members who are not recommended or are otherwise ineligible for one reason or another in a given year. The Chancellor has the authority to make a special recommendation to the Board of Trustees for the promotion of faculty members who are not recommended or are otherwise ineligible for one reason or another in a given year. This special promotion will be considered to be separate Board action in addition to the normal promotion procedures. The Chancellor may also grant academic rank to, or promote, an administrator when the administrator becomes a faculty member or returns to the faculty.

Section 12.4. Promotion Parameters. A faculty member must be in at least the fifth semester of a probationary contract of full-time service to the College, excluding summers, in order to be eligible for consideration for promotion for the first time. The individual must submit an application for consideration for promotion. This application must be submitted to the appropriate Campus President during the fall semester by the established deadline.

No faculty member shall be promoted beyond any one rank at a time and must serve at least three years in that rank. Assistant Instructors shall be eligible for consideration for promotion to Instructor during their third year as Assistant Instructors. Instructors shall be eligible for consideration for promotion to Assistant Professor during their third year as Instructors. Assistant Professors will be eligible for consideration for promotion to Associate Professor during their fourth year as Assistant Professors. Associate Professors shall be eligible for consideration for promotion to Professor during their fourth year as Associate Professors.

The number of promotions of all ranked faculty for each year shall not exceed a maximum of fifteen percent (15%) of the total number of full-time faculty at each campus.

Section 12.5. Accountability. A faculty member may be denied an annual salary step increment or demoted in rank at the discretion of the Board of Trustees if the faculty member has failed to meet the standards of performance expected of his rank. The decision of the Board shall be subject to the grievance and arbitration procedures of this Agreement. The Board shall not act

upon a denial of an annual salary step increment or a demotion in rank except upon the recommendation of the Chancellor. The Chancellor's recommendation to the Board on a demotion in rank shall be accompanied by the recommendations solicited by the Chancellor from the appropriate Campus President, the faculty member's Dean or as appropriate at East Campus and the appropriate Promotion Review Committee.

ARTICLE XIII

SALARIES AND INSURANCE

Section 13.1. Salaries. The salary schedule for the 1987-88 academic year (fiscal year for twelve-month faculty) is attached as Appendix A. Any faculty member who will have been employed for a full academic year (fiscal year for twelve-month faculty) will receive a full step increase (two half steps) on this schedule if he is not at the maximum salary of his salary lane. Faculty members whose promotions were effective at the beginning of the 1987-88 academic year (fiscal year for twelve-month faculty) will be paid according to their new rank. All salary adjustments reflected in Appendix A shall be retroactive to the beginning of the 1987-88 academic year (fiscal year for twelve-month faculty) for all faculty members who are on the active payroll on the date this Agreement is ratified by both parties.

The salary schedule for the 1988-89 academic year (fiscal year for twelve-month faculty) is attached as Appendix B. Any faculty member who will have been employed for a full academic year (fiscal year for twelve-month faculty) as of the beginning of the 1988-89 academic year (fiscal year for twelve-month faculty) will receive a full step increase (two half steps) on this schedule if he is not at the maximum salary of his salary lane. Faculty members who have been promoted effective at the beginning of the 1988-89 academic year (fiscal year for twelve-month faculty) will be paid according to their new rank.

A twelve-month faculty member's salary shall be determined by multiplying his base salary by 1.23.

Section 13.2. Pay Procedures. Faculty shall be paid twice a month, on the fifteenth day of the month and on the last working day of the month, beginning with the first fifteenth or end of the month after the beginning of the academic or fiscal year, as applicable. If the fifteenth day of the month falls on a non-working day, faculty shall be paid on the working day that immediately precedes the fifteenth day. The final paycheck of the fall semester shall be paid on the last day final examinations are

held. Based upon the faculty member's written authorization, faculty shall have the option of having their paychecks mailed to their home address or held for pick-up at the College.

Section 13.3. Overload and Summer School Pay. Faculty members shall be paid \$320 per equated semester hour (\$13.75 per hour for community service and continuing education faculty) for overload assignments during the 1987-88 fiscal year. Faculty members shall be paid \$345 per equated semester hour (\$15.00 per hour for community service and continuing education faculty) for overload assignments during the 1988-89 fiscal year. Faculty members shall be paid \$380 per equated semester hour (\$16.50 per hour for community service and continuing education faculty) for overload assignments during the 1989-90 fiscal year. Faculty members shall be paid \$330 per equated semester hour (\$14.25 per hour for community service and continuing education faculty) for 1988 summer school assignments (i.e., for any class with a mid-date after June 30, 1988). Faculty members shall be paid \$360 per equated semester hour (\$15.55 per hour for community service and continuing education faculty) for 1989 summer school assignments (i.e., for any class with a mid-date after June 30, 1989). Faculty members shall be paid \$400 per equated semester hour (\$17.30 per hour for community service and continuing education faculty) for 1990 summer school assignments (i.e., for any class with a mid-date after June 30, 1990).

Section 13.4. Insurance Coverage. The group hospital and major medical insurance, the group life insurance, and the group long-term disability insurance in effect when this Agreement is ratified shall continue through the end of the 1989-90 fiscal year with no change in coverage (except that the hospitalization daily limit for semi-private room rate shall be increased not to exceed \$220 for the 1987-1988 year and the rate will be adjusted, if necessary, for the 1988-89 and 1989-90 years to reflect the current rate in local hospitals) or in the portion of the premiums paid by faculty members (the College will continue to pay 100% of single coverage and 90% of dependent coverage for group hospital and major medical insurance; the College will continue to pay 100% of Group Life insurance, with coverage equal to 1-1/2 times the faculty member's base salary, rounded to the lowest \$1,000; and the College will continue to pay 90% of long-term disability insurance).

Section 13.5. Dental Insurance Coverage. Beginning with January 1, 1988, the College will pay 100% of single coverage and 50% of dependent coverage. To be covered by this fringe benefit, the employee must sign up for the program indicating either single or dependent coverage.

Section 13.6. Right to Change Insurance Carriers. The Board retains the right to change insurance carriers for employee insurance or otherwise provide for coverage as long as the level of benefits remains approximately the same. The Chancellor or his designee will notify the Union President at least thirty (30) days in advance of a change in insurance carriers for insurance provided for under this Agreement.

Section 13.7. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions concerning said insurance policies shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

ARTICLE XIV

NON-INTERRUPTION OF SERVICES AND WORK

During the term of this Agreement, neither the Union nor its officers or agents nor any of the faculty members covered by this Agreement will authorize, condone, instigate, promote, sponsor, aid or participate in any strike, sympathy strike, secondary boycott, slowdown, stoppage of work, or any other interruption of the operations of the College, regardless of the reason for so doing. Any or all faculty members who violate this provision may be terminated or otherwise disciplined by the Board as the Board in its discretion deems appropriate. Union officers and representatives will cooperate with the College in urging faculty members who violate this Article to return to work.

ARTICLE XV

REOPENING

Section 15.1. Procedure. Between April 1, 1989 and May 15, 1989, either party may notify the other in writing of its desire to reopen this Agreement, provided such reopener shall be limited to the section (and subjects) noted below. Upon such notice being given, the duly authorized representatives of the parties shall meet for the purpose of negotiating with respect to said matters. All other provisions of this Agreement shall remain in full force and effect during any reopening. It is expressly understood that in the event of a reopening, neither party shall have the right to submit any issue arising thereunder to the grievance procedure (including arbitration). It is also expressly understood that the provisions of Article XIV (Non-Interruption of

Services and Work) shall continue in full force and effect in the event of a reopening.

Section 15.2. Sections and Matters Subject to Reopening. Only the following section shall be subject to reopening and then only with respect to the express subjects noted for the period of the 1989-90 academic year (fiscal year for twelve-month faculty):

<u>Section (Appendix)</u>	<u>Subject</u>
Section 13.1 (Salaries) and Appendix C	The amounts to replace the "X" and designations on the 1989-90 faculty salary schedule (Appendix C) and movement on that salary schedule for the 1989-90 academic year (fiscal year for twelve-month faculty), <u>provided</u> that the Board agrees to grant a <u>minimum</u> of a full step increment (two half steps) for all faculty not at the maximum of their lane for the 1989-90 academic year (fiscal year for twelve-month faculty), as part of any Agreement on salary adjustments for 1989-90, and <u>provided further</u> that such full step increment shall be made retroactive to the beginning of the 1989-90 academic year (fiscal year for twelve-month faculty), if agreement is not reached by the start of the 1989-90 academic year. This full step increment shall be given to all faculty members who will have been employed for a full academic year (fiscal year for twelve-month faculty) as of the beginning of the 1989-90 academic year (fiscal year for twelve-month faculty).

ARTICLE XVI

ENTIRE AGREEMENT

This Agreement, upon ratification, supercedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, including the impact of the Board's exercise of its rights as set forth herein on salaries, fringe benefits or terms and conditions of employment, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVII

SAVINGS

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

ARTICLE XVIII

TERM OF AGREEMENT

The Agreement shall be effective as of the 17th day of September, 1987, and shall remain in full force and effect until the completion of the 1990 Summer Session). It shall automatically be renewed from year to year unless either party shall notify the other in writing at least ninety (90) days prior to the end of the Summer Session in any succeeding year (which shall be defined to be 11:59 p.m. on the third calendar day after final grades are due at the end of such Summer Session).

IN WITNESS WHEREOF, the parties hereunto have set their hands this 17th day of September, 1987.

BOARD OF COMMUNITY COLLEGE
DISTRICT NO. 503,
(BLACK HAWK COLLEGE)

BLACK HAWK COLLEGE TEACHERS'
UNION LOCAL 1836,
IFT

By Stanley Huisman

By Bill Pearson

Title: Chairperson

Title: President BHCTU
Local # 1836

Dated: September 17, 1987

Dated: September 17, 1987