AGREEMENT BETWEEN
SOUTH SUBURBAN COLLEGE
and
SOUTH SUBURBAN COLLEGE FACULTY ASSOCIATION

2016-2020
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AGREEMENT

THIS AGREEMENT is entered into by and between the BOARD OF COMMUNITY COLLEGE DISTRICT NO. 510 (herein called the "Board") and the SOUTH SUBURBAN COLLEGE FACULTY ASSOCIATION, a Chapter of the COOK COUNTY COLLEGE TEACHERS UNION, LOCAL 1600, AFT, AFL-CIO (herein called the "Association"), as the sole and exclusive bargaining agent for faculty members, as herein defined.

PREAMBLE

WHEREAS, the Board and the Association fully comprehend the legal authority of the Board; and

WHEREAS, the Board and the Association fully comprehend the position of the Association as the designated bargaining representative for the faculty members covered by this Agreement; and

WHEREAS, the Board and the Association endorse the policies, practices and procedures of the Illinois Educational Labor Relations Act as regards the spirit and the intent of collective bargaining; and

WHEREAS, it is the desire and intent of the parties to seek the orderly adjustment of differences that may arise between them, to seek an orderly method of handling and processing grievances and to promote harmony and efficiency in the working relationships between the parties so that the public, the College, the students, the faculty and the employees may benefit; and

WHEREAS, it is the intention of the Board and the Association through this Agreement to provide for the compensation, hours, fringe benefits and conditions of employment provided to the faculty members by the Board.

NOW, THEREFORE, the parties agree as follows:
ARTICLE 1
RECOGNITION

SECTION 1.1

The Board recognizes the Association as the sole and exclusive bargaining agent for all faculty members as defined herein, specifically excluding the following:

A. The President;
B. Vice Presidents;
C. Deans;
D. Associate Deans, Assistant Deans;
E. Directors;
F. All Part-Time Employees;
G. Community Service Employees and Faculty;
H. Continuing Education Employees and Faculty;
I. Business and Career Skills Center Faculty and Employees;
J. Job Training Partnership Act Employees;
K. Community Economic Development Association Employees;
L. All similar Agency and Program Employees comparable to H through L of this SECTION;
M. All Grant Funded Employees not paid on the faculty salary schedule, and
N. All other Personnel employed by the Board
O. Nursing Clinical Adjunct Faculty assigned to 12 CHE's or less each semester.

The term "faculty member" shall mean College faculty members with a normal load as set forth in this Agreement and paid in accordance with the salary schedule set forth in this Agreement, as well as Coordinators, Counselors and Librarians, who are employed on a full-time basis and who are paid in accordance with the salary schedule set forth in this Agreement.
SECTION 1.2
INTEGRITY OF THE BARGAINING UNIT
The Board recognizes the integrity of the bargaining unit and shall not meet, discuss, confer, subsidize or negotiate with any other faculty organization or its representatives on matters pertaining to hours, compensation, working conditions and fringe benefits. The Board shall not negotiate with faculty members within the bargaining unit over their hours, compensation, working conditions and fringe benefits.

SECTION 1.3
MEETINGS WITH OTHER FACULTY ORGANIZATIONS
This Agreement shall not be construed to prevent any Board official or administrator from meeting with any faculty member or committees composed of faculty members for the purpose of hearing the views and proposals of the members, except that, as to meetings called to discuss subjects of collective bargaining and as to those matters covered by this Agreement, no change or modification shall be made except through negotiation and agreement with the Association.

SECTION 1.4
BARGAINING UNIT WORK
Subject to the provisions of this Agreement the Board shall continue to assign bargaining unit work to bargaining unit employees. No bargaining unit work shall be performed by other employees of the College, except as overload, subject to the provisions of SECTION 10.2, DETERMINATION OF QUALIFICATIONS TO TEACH. Prior notice to, and consultation with, the Faculty Association shall be effected prior to the performance of such work by non bargaining unit members.

Faculty members will get first priority for such overload opportunities in accordance with SECTION 10.4, EXTRA WORK/OVERLOAD OPPORTUNITIES. However, those administrators teaching overload prior to the Fall semester, 1986, subject to the above, shall continue to have the right to so teach overload courses.
Nursing clinical adjunct faculty in the LPN, ADN, and NAS programs assigned to 12 CHEs or less each semester, and 24 CHEs or less during each academic year, shall not be considered full-time faculty. Nursing clinical adjunct faculty assigned to teach 12 CHEs or less each semester, and 24 CHEs or less during each academic year, shall not be capable of the attainment of tenure as a consequence of this service. Provided further that nursing clinical adjunct faculty shall teach no more than six (6) CHEs during the summer term. Full-time nursing faculty will have priority in teaching all clinical hours taught by nursing clinical adjunct faculty, according to their department rotation policy.

SECTION 1.5

CONTINUED RECOGNITION

The recognition by the Board of the Association as the sole and exclusive bargaining agent shall continue through the term of this Agreement.

As long as the Association continues to represent a majority of the faculty members included in the appropriate bargaining unit set forth in SECTION 1.1 and, in accordance with applicable law, the Board shall continue to recognize the Association as the sole and exclusive bargaining agent until a new Agreement is ratified by the Board and the membership of the Association even though this Agreement may have expired.
ARTICLE II
BOARD RIGHTS
SECTION 2.1 The Board, on behalf of the electors of the district retains and reserves the ultimate responsibilities for proper management of the college district conferred upon and vested in it by the statutes and the Constitutions of the State of Illinois and the United States, all other applicable law including all rules and regulations which derive from any national, state, county, district or local laws, as they pertain to education, subject to the terms of this Agreement and those applicable laws, including, but not limited to, the responsibilities for and the right:

A. To maintain executive management and administrative control of the college district and its properties, facilities and professional staff, including bargaining unit employees, as related to the conduct of college affairs, and to adopt and enforce all necessary rules for the management and government of the College. The Board shall also exercise all other powers, not inconsistent with law, that may be requisite or proper for the maintenance, operation and development of the College. The Board also reserves the right to exercise all other rights and powers not specifically provided for in this Agreement, which are consistent with law.

B. To hire all faculty members, determine their qualifications, the conditions of their continued employment, and their discipline or dismissal for just cause, layoff and promotion or transfer, consistent with applicable law.

C. To establish educational policies, goals and objectives of the College to insure the rights and educational opportunities of the students, to determine staffing patterns and to determine the number and kinds of personnel required in order to maintain the efficiency of College operations.

D. To delegate to the administration to act jointly, in a cooperative effort with the faculty, in the establishment of courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable in the sole judgment of the Board.

E. To delegate authority through recognized administrative channels, in cooperation with the faculty, for the development and organization of the means and methods of instruction, recognizing that the Board normally exercises its powers, rights, authorities, duties, and responsibilities through the President and members of the administrative staff.

F. To determine class schedules, non-classroom assignments, the hours of instruction and the professional duties, responsibilities and assignments of the members of the bargaining unit.

G. To reasonably determine and establish work site locations and the staffing thereof. Such determination shall not be made in an arbitrary or capricious manner and shall take into consideration all factors relevant to the requirements placed upon faculty members.
H. To build, move or modify facilities, establish budget procedures and determine budgetary allocations, determine the methods of raising revenue; and take action on any matter in the event of an emergency.

I. To provide, for students and employees, auxiliary services related to the adequate operation of the College. In exercising this power the Board may provide, purchase, lease or contract for such services.

J. To provide for or participate in provisions for insurance protection and benefits for its officers and employees and their dependents, including but not limited to retirement annuities, medical, surgical and hospital benefits, in such types and amounts as shall be determined by the Board for the purpose of aiding in securing and retaining the services of competent employees. The further provisions of 1993 Illinois Revised Statutes, 105 ILCS 5/10-22.3A shall apply herein.

K. To establish tenure policies, as provided by law, for the employment of teachers and administrative personnel, and the cause for removal.

L. The Board shall not be required to bargain over matters of inherent managerial policy, but shall be required to bargain with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon.

M. The Board powers enumerated in Sub-Paragraphs A through L above both inclusive are only limited by this collective bargaining agreement to the extent that there are provisions hereof relating thereto.

SECTION 2.2

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 terms and provisions of this Agreement and then only to the extent such terms and provisions 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 with the Association. Nothing contained herein shall limit the parties rights to settle grievances in accordance with ARTICLE VII of this Agreement.
ARTICLE III

ASSOCIATION RIGHTS

SECTION 3.1  In accordance with applicable law, the Board and the Association agree not to discriminate against any faculty member covered by this Agreement or any applicant for any position covered by this Agreement on account of race, color, religion, creed, sex, gender-identity, gender-expression, sexual orientation, pregnancy, childbirth, medical or common conditions relating to pregnancy and childbirth, genetic information, national origin, age, physical or mental disability, ancestry, marital status, military status, arrest record, unfavorable discharge from military service, order of protection status, citizenship status or any other classification prohibited under federal or state law.

SECTION 3.2  The Board and the Association agree not to interfere with the right of faculty members covered by this Agreement, to become or not become members of the Association and that there shall be no discrimination against any faculty members covered by the Agreement because of Association membership or non-membership.

Membership in the Association or any other employee organization or association not affiliated with the College shall not be a condition of employment for any faculty member covered by this Agreement.

The Board will not discriminate in hiring, tenure or continuity of employment or in promotional opportunities or otherwise because of any employee's membership or lawful organizational activities in the Association.
SECTION 3.3 Whenever possible, the President and the ASSOCIATION/ADMINISTRATION MEETINGS Association president shall meet at least once each month during the academic year to discuss matters of mutual concern that do not involve negotiations.

An agenda shall be drawn up prior to each meeting. Insofar as possible, all items to be discussed at each meeting shall be listed by topic on the agenda. The Association President may invite other Association officers (i.e., Vice-President, Treasurer, Recording Secretary, Grievance Chairperson, and Immediate Past President) and/or members of the Association Executive Board (not more than (6) in number, excluding Association officers) to be present at such meetings. The President may invite other members of the Administration to be present at such meetings. These meetings shall be scheduled in such a manner as to maximize the number of Association officers and/or members of the Association Executive Board who can attend such meetings. This SECTION shall not be applicable to any matter that is the subject of a grievance that is being processed pursuant to the grievance procedure set forth in this Agreement.

SECTION 3.4 The Association President, upon reasonable request, INFORMATION TO ASSOCIATION shall be provided with at least one (1) copy of any public information and records where an extra copy is available and shall be provided with access to such information and records where extra copies are not available.

SECTION 3.5 A copy of the agenda and memorandum containing BOARD MEETINGS the recommendations, if any, of the College President excluding any recommendations that pertain to matters which the Board will consider in executive session, such as personnel matters and collective bargaining, will be distributed to the Association President at the same time that these items are distributed to Board members.
SECTION 3.6  
Upon receipt of lawful, written authorization from faculty members covered by this Agreement, which may be revoked in accordance with applicable law, the Board agrees to deduct from their pay, the regular Association membership dues. When a faculty member revokes the authorization in accordance with applicable law, the faculty member shall notify the Association Treasurer, in writing, and shall at the same time submit a copy of said notification to the College Treasurer or Designee. The dues and a list of the employees from whose pay dues have been deducted shall be forwarded to the individual designated by the Association to receive such deductions no later than fourteen (14) days after such deductions are made.

The rate of the regular uniform membership dues to be deducted for each faculty member will be certified in writing by the Association to the Board.

In consideration of the above service, the Association agrees to release, defend, and discharge the Board from any liability or expense whatsoever as a result of any action taken pursuant to the provisions of this SECTION.

SECTION 3.7  
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.
SECTION 3.8

The rights and benefits set forth in this Agreement shall be considered part of any individual contract of employment between any faculty member covered by this Agreement and the Board.

The Board shall give each faculty member a copy of the official Board Policies, insurance brochure, and pension booklets. The Board will provide sufficient copies of this Agreement, after it has been ratified by the parties, to the Association for distribution by the Association to the faculty members covered by this Agreement.

At the time an individual contract of employment is proffered for any position covered by this Agreement, a copy of this Agreement shall also be given to the applicant.

SECTION 3.9

Upon request, a faculty member may review said member's cumulative personnel file, except for credentials (which shall include letters of recommendation). Except for such credentials, a faculty member, upon request, may reproduce any item in said personnel file. A faculty member may attach a written response to any item, except credentials.

This personnel file shall be the only personnel file. A faculty member shall be informed when material of any derogatory nature is added to the member's personnel file.

Faculty members may have access to such files as administrators consider necessary to administer their respective areas at the discretion of the administrators maintaining such files.

SECTION 3.10

Whenever a conference between a faculty member and an administrator is held for the specific purpose of discussing any question concerning the interpretation or application of any provision in this Agreement or for the specific purpose of discussing the termination, dismissal or suspension of a faculty member, the faculty member shall have the right to request that a representative of the Association be present.
SECTION 3.11 COOPERATIVE AGREEMENT

No cooperatives between South Suburban College and any other college involving an existing course, program, or area as defined in SECTION 10.11 will be established without the written notification to the Association prior to reaching a final administrative decision. The College President and/or designated representative(s) shall meet with the designated representative of the Association and a representative of the appropriate area as defined in SECTION 10.11 if the proposed cooperative involves specific courses to discuss, in good faith, whatever proposals the Association might have concerning this matter.

Written proposals, if any, for the Association or the area representative shall be forwarded to the Board along with the recommendations of the College President.
SECTION 3.12  The Faculty Association may appoint one (1) representative to the Policy Committee of the Committee of the Board of Trustees to serve for a period of one (1) year to be effective at the beginning of the fiscal year. The representative will have no voting power.

SECTION 3.13  Faculty members covered by this Agreement who are not members of the South Suburban College Faculty Association, a Chapter of the Cook County College Teachers Union (hereinafter referred to as the "Association") shall, commencing sixty (60) days after their employment or the effective date of this Agreement, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Association pay a fair share payment to the Association for services rendered as the exclusive representative of the employees covered by this Agreement. Such proportionate share payments shall be deducted by the Board from the earnings of the non-member and paid to the Cook County College Teachers Union (CCCTU). The Treasurer of the CCCTU shall submit to the Board an affidavit which specifies the amount which constitutes said proportionate share which shall not exceed the dues uniformly required of members of the Association and a general description of the services provided as well as a breakdown of the per capita dues. The amount of dues certified by the CCCTU shall not include any fees for contributions related to the election or support of any candidate for political office or member only benefit. Non-members who protest this fair share payment upon bona fide religious tenets or teachings of a church or religious body shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the Illinois Educational Labor Relations Board may establish an approved list of charitable organizations to which the payment may be made. The affected non-member must provide proof of such payment to the CCCTU.
The CCCTU 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 purpose of complying with the above provisions of this ARTICLE, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

SECTION 3.14

DISTRIBUTION OF ASSOCIATION MATERIAL

The Association may distribute Association literature on College property, provided there is no interference with College operation. No one shall be allowed to distribute Association materials in a manner which disrupts faculty members or other employees in the performance of their duties or which disrupts students in the pursuance of their educational goals.

In the distribution of such material, the Association shall be mindful that it represents members of a learned profession. In light thereof the Association shall endeavor to refrain from distributing materials of an inflammatory or libelous nature. The Association President, or a faculty member designee, shall have the privilege of placing official Association material in the mailboxes of the faculty members.

The College agrees that it shall provide to the Association reasonable bulletin board space, where bulletin boards are currently available, for the posting of notices and materials relating to Association activities. Posting of such notices and materials is permitted only on bulletin board space provided in accordance with this SECTION. The Association agrees that only appropriate materials dealing with Association business shall be posted thereon, that such materials shall not be of a politically partisan, inflammatory or libelous nature and that the areas so designated shall be kept in as reasonable an order as is possible by removing outdated material.

Nothing in this SECTION shall be construed to prohibit individual faculty members from posting or displaying Association literature or materials in their offices. Such postings shall not be violative of the prohibitions set forth in this SECTION.
SECTION 3.15

As long as space and equipment are available, the ASSOCIATION OFFICE Association shall be provided with an office for use by the Association for legitimate Association business. The office shall be equipped with a desk, desk chair, filing cabinet and bookcase. A telephone shall be provided for said office, but the Association shall be responsible for reimbursing the Board for the cost of all long distance calls made on said telephone.

SECTION 3.16

For the five (5) members of the Union House of MONTHLY MEETINGS OF THE HOUSE OF REPRESENTATIVES Representatives, no classes shall be scheduled which end after 2:00 P.M. on the Friday each month that the Union House of Representatives meets. The names of said representatives shall be supplied to the Administration prior to the scheduling of courses of faculty members. The action of the Board as it relates to the scheduling of the five (5) members of the House of Representatives shall not be construed to be a violation of any other provision of this Agreement.

SECTION 3.17

Insofar as practicable, the class schedules of CLASS SCHEDULES FOR EXECUTIVE BOARD MEMBERS members of the Association's Executive Board (not more than twelve (12) in number) shall be arranged so as to maximize the number of Executive Board members who have no classes scheduled after 3:45 P.M. on Tuesdays, or if classes are scheduled to begin on the hour, after 3:00 P.M. on Tuesdays. It shall be the responsibility of the Association to advise the Vice President of Academic Services and the appropriate Deans of the names of the Executive Board members prior to the time class assignments are made. Notwithstanding any other provision in this Agreement, compliance with this provision shall not be deemed a violation of any other provision of this Agreement.
SECTION 3.18  
At the discretion of the College President, Association members may be granted permission to attend such meetings or conferences where the purpose thereof is to support the position of the Board on matters affecting the College. Where such permission is granted, such representation shall be without loss of pay and with reimbursement for the expenses of the Association President reimbursed in accordance with SECTION 5.6 of this Agreement.

SECTION 3.19  
The Association shall be provided with thirteen (13) che's of release time from classroom assignments for each semester of the regular academic year, (fall and spring terms) solely for the purpose of the performance of Association duties. Association release time shall be allocated as follows: each semester of the academic year, the President of the Association shall receive five (5) che's of release time, the Grievance Chair shall receive three (3) che's of release time, the Treasurer shall receive one (1) che of release time, and the Secretary shall receive one (1) che of release time, and the remaining three (3) che's shall be distributed as deemed appropriate by the Association. In addition, the President of the Association and the Grievance Chair each shall receive three (3) che's of release time for the performance of Faculty Association duties during the Summer term.

SECTION 3.20  
Upon receipt of a voluntary written authorization from a faculty member covered by this Agreement, the Board will deduct from the faculty member's wages, a deduction for the Cook County College Teacher's Union-Committee on Political Education (CCCTU-COPE). Upon receipt of a voluntary written revocation of such a previously filed written authorization from a faculty member covered by this Agreement, served upon the Board and the Association, the Board will, on the date thereof, cease to deduct such COPE contributions from that faculty member's wages.
The Board further agrees to remit to the treasurer of the CCCTU-COPE, in a timely manner, such deductions made pursuant to this SECTION together with an itemized statement indicating the name of each faulty member from whose wages such deductions have been made and the amount deducted during the period covered by the remittance.

The Association agrees that, until such time as the computer payroll facilities are modified to permit a separate listing of the CCCTU-COPE deduction upon the payroll checks of the faculty members, such deductions shall be combined with Association dues deductions, though the College shall, as provided above, issue a separate itemized statement for such deductions.

SECTION 3.21

NOTICE OF ELIMINATION OF FACULTY POSITIONS

Faculty positions that are vacated will not be eliminated without prior notice and discussion with the Association.
ARTICLE IV

ACADEMIC FREEDOM

SECTION 4.1

When faculty members speak or write, their special positions impose equally special obligations. Faculty members shall, at all times, be cognizant that they are members of a learned profession and are responsible officers of an educational institution. When faculty members speak or write as citizens, they shall do so freely while being further mindful of those special obligations this special position in the community imposes. As persons of learning and as educational officers, faculty members should always be cognizant that the public may judge their profession and their institution by any writings or utterances made. As a consequence, when faculty members speak or write, they should exercise appropriate professional judgment, show respect for the opinions of others, identify their own personal persuasion on controversial issues, maintain the highest attempt to be accurate and make every effort to indicate that they are not institutional spokespersons.

SECTION 4.2

Within the scope of their duties and responsibilities, the Board and faculty members recognize their responsibility to protect and encourage the search for knowledge and its dissemination. Faculty members have both the right and obligation to adequately investigate and to present to their students, based upon their professional judgment, available information related to their subject or the education of their students. Faculty members shall have the freedom in the classroom to utilize such materials and to discuss such topics as are relevant to their subject, appropriate to their teaching methods and conductive to the attainment of the objectives and goals of the course.
SECTION 4.3 Faculty members who teach shall have the right
FACULTY RESPONSIBILITY and responsibility, consistent with the provisions
SECTION, to determine course goals, course content,
methods of instruction, and textbooks, subject to such policies and procedures as may be specified by the Board.

Faculty members who teach shall have sole and final authority on the issuance of grades for students in their classes, consistent with their professional responsibility of fairness and impartiality. To allow students due process, grades given by faculty are subject to review by the Academic Appeals Committee only and only in those cases where the students allege that grades were not given fairly and impartially.

The course content provided for herein shall be consistent with the purpose and objectives of the course as adopted by the College and as approved by the Illinois Community College Board (ICCB).

Librarians shall have academic freedom in recommending the purchase, use and dissemination of library materials and shall endeavor to provide the faculty and students with books and other learning materials that represent all points of view.

In the pursuance of and subject to the performance of their academic duties, Association members are entitled to freedom in research, if any, and in the publication of the results thereof.
ARTICLE V
LEAVES OF ABSENCE

SECTION 5.1 BEREA VEMENT LEAVE

In the event of the death of any member of a faculty member's family, said faculty member shall be entitled to up to three (3) consecutive instructional days (i.e., every day in the academic year) leave of absence without loss of salary for the purpose of attending the funeral, including such related events as a wake or visitation. If additional days are necessary, a faculty member may use any unused personal business leave days which said member is entitled to receive. If still additional days are necessary, at the discretion of the President of the College or designated representative, a faculty member may be allowed to use accumulated sick leave.

The term "faculty member's family" shall be defined as the faculty member's parents, grandparents, grandchildren, spouse, mother-in-law, father-in-law, children, brother or sister, brother-in-law, or sister-in-law, spouse's grandparents, step-parents, step-grandparents, step-grandchildren, step-children, step-brother or sister, step-brother-in-law, step-sister-in-law, or any relative living in the faculty member's household.

Faculty member must submit proof of death to supervisor.

In the event of the death of a child, all faculty members shall be entitled to use a maximum of ten (10) calendar days for bereavement activities related to the death of a biological, adopted, foster or step child, a legal ward, or the child of a person standing in loco parentis. Such leave shall be for the purpose of attending a funeral or funeral alternative, make arrangements necessitated by the death of a child, or grieve the death of a child. Leave as set forth in this paragraph shall be taken within sixty (60) days of the faculty member learning of the child’s death and requires at least 48 hours notice to the College. Requests for verification or leave necessitated by the death of more than one child in a 12 month period shall be governed by The Child Bereavement Leave Act, P.A. 99-703. Up to three (3) days of bereavement leave shall be without loss of salary. The remaining seven (7) days of bereavement leave shall be unpaid. Faculty members may choose to utilize personal business days for the remaining seven (7) days, but such use shall not extend the bereavement leave beyond a total of ten (10) calendar days.
Personal business leave day(s) may be taken to attend the funeral of relatives not specifically listed above. In the event that the faculty member has previously used all designated personal business days or if additional day(s) are required, at the discretion the President of the College or designated representative, a faculty member may be allowed to use accumulated sick leave.

SECTION 5.2
JURY DUTY
All faculty members subpoenaed as witnesses or jurors will notify the President or designated representative as soon as possible after being subpoenaed. Subpoenaed faculty members required to serve as jurors or appear as witnesses during a workday on which they otherwise would have been scheduled to work will be paid their normal salary during this period. Monies paid by the court will be retained by the faculty member to cover expenses. Such time will not be deducted from accumulated sick leave or personal leave.

SECTION 5.3
PERSONAL BUSINESS LEAVE
Each faculty member shall be permitted, without loss of salary, three (3) days each year to transact personal business upon notifying the appropriate Dean whenever possible, at least twenty-four (24) hours in advance. Personal Business Leave may be used in half days or whole days.

No more than three (3) personal business leave days can be used consecutively. For Counselors and Librarians, no more than five (5) personal business days can be used consecutively. Any unused personal business leave for days for the immediately preceding year shall be accumulated up to a maximum of seven (7) days for use as personal business leave days in succeeding years. Unused personal business days accumulated in excess of seven (7) days shall be converted into accumulated sick leave days, subject to SECTION 1405.01 of the Policies and Rules and Regulations of the Board of Trustees and SECTION 5.9 of this Agreement.

Personal business days do not accumulate during the period when faculty members have exhausted medical leave and are unable to return to their full teaching load responsibilities.
SECTION 5.4  

SABBATICAL LEAVE  

Faculty members must have served a minimum of fourteen (14) continuous Academic semesters (spring and fall semesters, in either order) as full-time faculty immediately prior to the semester in which they receive sabbatical leave. Faculty members who have been granted a sabbatical leave are not eligible to apply for an additional sabbatical leave until they have served an additional seven (7) continuous academic years (fourteen (14) semesters) as a full-time faculty member after the completion of their sabbatical leave.

To be considered for a sabbatical leave, eligible faculty members must submit written plans to the Vice President of Academic Services, who shall give copies of all of the plans to the Sabbatical Leave Committee to be composed of five (5) faculty to be designated by the Association president. None of the members of the Committee shall themselves be applicants for a sabbatical leave. The Vice President of Academic Services shall serve as an ex officio member of the Committee but shall not vote on sabbatical proposals. Plans for sabbatical leave shall be for one (1) 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 a person's knowledge of their field and improvement of their professional skills; any other purpose which is designed to be ultimately beneficial to the students of the College as mutually determined by the Committee.

The leave will be conditioned upon a plan for study, research, travel or other activities proposed by the applicant and deemed by the Sabbatical Leave Committee to benefit the College, and such plan shall be approved by the Sabbatical Leave Committee and may not thereafter be modified without the approval of the Sabbatical Leave Committee.

The Sabbatical Leave Committee shall:

A.  choose its own faculty chairperson from among those on the Committee;

B.  disseminate the established criteria that will be used by the Committee in the awarding of sabbatical leaves;

C.  disseminate the established procedure for sabbatical leave proposal applications;

D.  receive, review, and rate applications;
E. make recommendations to the President of the College as to who should receive sabbatical leave; and

F. provide written notification to those who were denied leave as to the reasons for the Committee's decision.

The following criteria shall be used to rate sabbatical leave proposals:

A. Submission of a proposal from a faculty member who, without benefit of the sabbatical, might in the following year, be subject to being laid off and therefore requires additional education/retraining;

B. Benefit to the institution;

C. Benefit to the professional development of the individual;

D. Completeness and thoroughness of proposal development, including appropriate support from within and/or outside SSC. If the proposal requires administrative commitment (e.g., large expenditures, new programs, etc.) support from the appropriate administrator must accompany the proposal; and

E. Realistic possibility for completion of stated goals.

If it becomes necessary, in the granting of sabbatical leave, to choose among applicants who the Committee finds have plans equal in merit, the selection shall be determined first on the basis of those faculty members whose number of years since their last sabbatical leaves taken is the greatest, and second, on the basis of length of full-time service as a faculty member with the College.

A period of sabbatical leave will count toward a faculty member's vertical movement on the salary schedule. Payments made during a leave will be based upon the person's eligible salary, as if said member were on campus. When a faculty member is on a sabbatical leave, said member will continue to receive the same group hospitalization and life insurance benefits that are provided by the Board for faculty members. Sick leave days and personal business leave days shall not accumulate during a sabbatical leave. A faculty member on sabbatical may not receive other remuneration for services rendered which exceeds one-third (1/3) of the faculty member's base salary. Such other remuneration shall not include government grants and/or other scholarships. A faculty member is obligated to remain as an employee of the College for at least two (2) additional semesters upon returning from sabbatical leave.
Upon expiration of leave granted pursuant to this SECTION and upon presentation of evidence satisfactory to the appropriate Vice-President showing compliance with its terms and conditions, the faculty member shall be returned to the position formerly occupied if such position still exists. If such position does not exist, said faculty member shall be returned to a related course area. Upon completion of a sabbatical leave, the faculty member shall submit a written report summarizing sabbatical activities to the appropriate Vice President and the Sabbatical Leave committee and upon request of the Department Chair the faculty member shall present an oral report of the sabbatical activities to interested faculty members in the returning faculty member's appropriate department(s).

At the discretion of the Sabbatical Leave Committee, a faculty member who applies for a sabbatical and fulfills the criteria for sabbatical leave, may be granted a leave of one (1) semester at full pay or one year at half pay.

The Committee shall have at its discretion the opportunity to recommend up to the equivalent of five (5) half-year, full-pay sabbaticals. In the event that there is an insufficient number of applicants for the five (5) sabbaticals as described above, the committee may award up to two (2) one-year full-pay sabbaticals to applicants who have served a minimum twenty-eight (28) continuous academic semesters (spring and fall semesters, in either order) as full-time faculty immediately prior to the year in which they receive sabbatical leave.

A maximum of five percent (5%) of the faculty members may be on a sabbatical leave at any one time, but no more than three (3) one-semester sabbaticals will be granted in any one semester and no more than five (5) one-semester sabbaticals will be granted in any one academic year. The Board of Trustees, at its discretion, may limit or reduce the number of sabbaticals if it determines that the College cannot financially support them in any given year.
SECTION 5.5  Faculty members who have achieved tenure may be granted leave of absence without compensation for a prescribed period for the purpose of obtaining additional education or work experience in the faculty member's professional field. It is intended that education or work experience leave shall be for upgrading or otherwise improving proficiencies for present employment.

The period of such leave will apply to vertical movement on the salary schedule and will be considered as continuous service for sabbatical leave purposes, but will not apply to accumulated service credit toward sabbatical leave.

While on such leave, a faculty member shall be allowed to participate in the group insurance policies, provided that the faculty member pays the full cost for such participation.

Upon expiration of a leave granted pursuant to this SECTION and upon presentation of evidence satisfactory to the President showing full compliance with its terms and conditions, the faculty member shall be returned to the position formerly occupied if such position still exists. If such position does not exist, said member shall be returned to a related course area.

SECTION 5.6  Leaves of absence with pay may be approved by the appropriate Administrator and the appropriate Vice President to permit faculty members to attend professional meetings and/or for other purposes, if the administration concludes such attendance contributes to the professional growth and development of the faculty members. The grant, duration and reimbursement for the expenses for such leaves shall be within the discretion of the administration. The Faculty Development Committee may make written recommendations to the administration concerning the application and awarding of professional meetings leaves.
SECTION 5.7

A member of the College faculty will be granted a MILITARY LEAVE leave of absence if said member is drafted or enlists during the period the Selective Service Law is in effect within the United States. This leave will apply only to the initial draft or enlistment (not to exceed four (4) years), and not to any additional voluntary stay in the Armed Forces. In accordance to current Selective Service regulations, upon release from active duty the staff members will be re-employed by the College. The period of years on active duty in the Armed Forces will apply to vertical movement on the salary schedule and will be considered as continuous service for sabbatical leave purposes, but will not apply to probationary status or to accumulated service credit toward sabbatical leave.

SECTION 5.8

A leave of absence not to exceed one (1) year may be granted to a faculty member who has achieved tenure for restoration of health or the alleviation of hardship associated with said member or immediate family. It is expected that such a leave is reasonably expected to contribute to the ability of the faculty member to return to normal duty. While such a leave will not constitute a break in service, it will not apply to vertical movement on the salary schedule or to accumulated service credit toward sabbatical leave. While on such leave the faculty member shall be allowed to participate in the group insurance policies, if permitted under said insurance policies, provided that the faculty member pays the full cost for such participation.

As necessary, the College will comply with the Federal Family Medical Leave Act (as amended). Any rights provided for in this section that are in excess to those guaranteed by the FMLA shall not be diminished.

The personal health, parental leave or family hardship leave shall run concurrently with any other leave to which the bargaining unit employee may be entitled by law or policy. Not more than one (1) leave provided herein shall be permitted in any five (5) year period.
SECTION 5.9

SICK LEAVE

Starting with the first year of full-time employment and each year of full-time employment thereafter, faculty members with a contract for the academic year shall be credited with one (1) sick leave day per month accumulative to twelve (12) sick leave days per year up to the SURS limit. Sick leave days shall be used for absences caused by illness, accident or physical disability which prevents said member from performing duties on either face-to-face or online-based instructional days (i.e. every day in the academic year). Sick leave may also be used for absences resulting from injury or illness of any person living within the faculty member's household where it is necessary for the faculty member to be present. Sick Leave may be used in half days or whole days. A faculty member who has exhausted accumulated personal sick leave as a result of an illness or accident will be permitted to borrow his remaining sick leave days for that academic year and a total of twelve (12) additional sick leave days from the sick leave days which said member would be credited with during succeeding academic years provided that any faculty member who leaves the employment of the Board while owing for sick leave borrowed in the past shall repay the Board for such sick leave, and if this obligation is not repaid, the amount of the obligation may be deducted from any funds due him. A faculty member who has exhausted accumulated personal sick and any borrowed sick days may utilize the Sick leave Bank, if a member, according to the provisions of Section 5.10 and the guidelines established by the Association or its designee. A faculty member may use accumulated sick leave day(s) when employed during the summer session. If the faculty member is out on continuous sick leave for 30 Instructional Days, the faculty member must submit verification from their physician. Solely for the purposes of interpreting this paragraph, the term Instructional Day shall mean a day the main campus of the college is open to students for classroom instruction (excluding any days during applicable final examination periods). If the faculty member remains on sick leave after the conclusion of a semester, that faculty member must resubmit verification from their physician before sick days may be applied for the next semester.
SECTION 5.10

The Board authorizes the Association to establish and manage a Sick Leave Bank as of the ratification of this Agreement. Membership in this Bank will be open to all faculty members and will be voluntary. The intent of this Plan is to provide extended sick leave to faculty members who incur a period of prolonged illness, injury or hospitalization.

Faculty members shall absolve and hold harmless in all respects the Board of Trustees, the Administration, the Association and the Sick Leave Bank committee regarding the establishment and implementation of the Sick Leave Bank provisions of this Agreement.

The Sick Leave Bank is subject to the following guidelines:

A. Notice of participation by a faculty member must be submitted in writing no later than June 30th of the academic year preceding participation or upon official notice of hiring.

B. Discontinuance of participation requires notification in writing by the faculty member by June 30th of the academic year preceding participation. Days already accumulated by said faculty member shall remain in the Bank.

C. The Association or its designee has the sole responsibility of establishing the basic rules and regulations of the Sick Leave Bank. Once these rules are completed, they will be published and membership will be opened.

D. To be a member of the Sick Leave Bank, faculty members must contribute one (1) sick leave day per academic year or upon joining the sick bank, as determined by the Association. If the Sick Leave Bank becomes depleted during any academic year, the Committee may request each participating member to donate one (1) additional day to the Bank. No faculty member shall donate more than two (2) days per year to the Bank.

E. Additionally, any retiring faculty member may contribute all accumulated sick leave days in excess of one hundred eighty (180) to the Sick Leave bank. Terminated faculty members may contribute all accumulated sick days to the Sick Leave Bank upon termination.

F. Determination of participation, discontinuance of participation, and particulars with regard to the withdrawal of days will be furnished in writing to the Director of Human Resources by the Sick Leave Bank Committee in the appropriate term.

G. The provisions hereof shall take effect commencing with the Spring Semester, 1987, and shall operate prospectively.
SECTION 5.11  A faculty member shall be granted a parental leave without pay for a period not to exceed one (1) year to give birth to, and/or to rear a newborn child under the age of two (2) years who is said member's child by birth, by adoption, or for whom said member has assumed legal responsibility. Upon written request submitted at least sixty (60) days prior to the end of the leave, such parental leave may be extended for up to one (1) additional year at the discretion of the Board. While such a leave will not constitute a break in service, it will not apply to vertical movement on the salary schedule or to accumulated service credit toward sabbatical leave. Nor shall the period of such leave count toward the completion of a term as a probationary faculty member.

A tenured faculty member returning from such a leave shall be returned to the position formerly occupied if such position still exists. If such position does not exist, the faculty member shall be returned to a related course area.

As necessary, the College will comply with the Federal Family Medical Leave Act (as amended). Any rights provided for in this section that are in excess to those guaranteed by the FMLA shall not be diminished.

South Suburban College is firmly committed to protecting the rights of expectant mothers and complying with Title VII of the 1964 Civil Rights Act as amended by the Pregnancy Discrimination Act of 1978. South Suburban College’s policy is to treat women affected by pregnancy, childbirth or related medical conditions in the same manner as other employees unable to work because of their physical condition in all employment aspects, including recruitment, hiring, training, promotion and benefits.

Further, South Suburban College fully recognizes eligible employees’ rights and responsibilities under the Family and Medical Leave Act, applicable state and local family leave laws, and the Americans with Disabilities Act. A leave of absence may be granted in accordance with the College’s Personal Health or Family Hardship when an employee is unable to work as a result of illness or injury, pregnancy, childbirth, maternity or pregnancy-related medical conditions.

Pregnant employees may continue to work until they are certified as unable to work by their physician.
Requests for reasonable accommodations for conditions related to pregnancy and childbirth can be requested. At that point, pregnant employees are entitled to receive benefits according to leave policy provisions.

When the employee returns to work, she is entitled to return to the same or equivalent job with no loss of service or other rights or privileges. Should the employee not return to work when released by her physician, she will be considered to have voluntarily terminated her employment with South Suburban College.

SECTION 5.12

PERSONAL LEAVES

Personal leaves without compensation not covered by the above may be granted at the discretion of the Board under such terms and conditions as the Board specifies.

SECTION 5.13

On the recommendation of the College President, the Board of the College may permit a faculty member to take a National Teaching Fellow (N.T.F.) leave for the purpose of professional improvement and benefit to the College. N.T.F. leaves may be granted only to faculty members who have been granted tenure by the Board.

The recipient of an N.T.F. grant shall be reimbursed the difference, if any, between the amount of the federal grant and the base salary that the faculty member would have received if said member was on campus. A faculty member who takes an N.T.F. leave is expected to return to duties with the College for at least two (2) consecutive semesters at the conclusion of said leave. An N.T.F. leave shall not be considered a break in seniority.

If the faculty member does not return to the service of the College, the entire compensation granted by the District, less the amount of the Federal grant, must be returned to the College.
N.T.F. leaves shall not interrupt eligibility for a sabbatical leave, provided, however, that the recipient of an N.T.F. leave shall not be eligible for a sabbatical leave for a period of at least two (2) years following said leave unless approved by the Board of Trustees.

SECTION 5.14

ANNUAL CONVENTION LEAVE

Up to two (2) faculty members who have been elected as official delegates to the biennial convention of the American Federation of Teachers, up to two (2) faculty members who have been elected as official delegates to the annual convention of the Illinois Federation of Teachers, and up to two (2) faculty members who have been elected or selected by the entire faculty as official delegates or alternates to the annual convention of the Illinois Community College Faculty Association shall be granted leaves of absence, if necessary, without loss or pay, to attend said conventions on the days when said conventions are actually in session. The expenses of the two (2) faculty members who attend the Illinois Community College Faculty Association convention shall be reimbursed in accordance with SECTION 5.6.

SECTION 5.15

LEAVE OF ABSENCE TO ASSUME ASSOCIATION OFFICE

A leave of absence, without pay, shall be granted by the board to a tenured faculty member for the purpose of accepting a full-time position as an officer or staff member of the Association or one (1) of its affiliates. Such leave shall be for a period of at least one (1) semester, but said leave shall be extended for up to three (3) full additional semesters upon written notice to the Board at least seventy-five (75) days prior to the end of said leave, provided that the total period for any such leave shall not exceed four (4) semesters. While such leave will not constitute a break in service, it will not apply to accumulated service credit toward sabbatical leave and will not apply to vertical movement on the salary schedule. Not more than one (1) faculty member shall be on such leave at any one time unless the parties mutually agree otherwise in writing.
SECTION 5.16

Time spent on leaves taken pursuant to SENIORITY ACCUMULATION ARTICLE V shall be credited toward DURING LEAVES accumulate seniority, subject to the following limitations:

A. Parental leave - one (1) year per pregnancy or adoption.
B. Military leave - the length of the initial draft or initial enlistment.
C. Educational improvement leave and work experience leave - one (1) year.
D. Personal health or family hardship leave - one (1) year.
E. N.T.F. leave - two (2) years.
F. Personal leave - one (1) semester.
G. Leave to Assume Association Office - two (2) years.

SECTION 5.17

Faculty members who are on leave for an entire semester (fall or spring) or longer, for one of the purposes specified in SECTIONS 5.5, 5.8, or 5.11 must notify the College of their intent to return from leave for the next academic year by March 15 of the academic year in which the leave is taken or, if the leave is for the fall semester only, by November 1. If the faculty member is unable to confirm an intent to return by the appropriate date because of a pending grant or other good reason, said member may, by the appropriate date, apply for an extension of time in which to notify the College, which extension shall not be unreasonable or arbitrarily denied.
ARTICLE VI
FACULTY PROFESSIONAL RESPONSIBILITIES

SECTION 6.1

Fully understanding that their status at the College is that of skilled professionals whose purpose is to promote the educational attainment of the students of the College and to maintain the high repute of the College as an institution, faculty members are expected to provide the following professional services to the College as provided in this ARTICLE.

SECTION 6.2

Participation in College Committees shall be on a voluntary basis; faculty members may participate on more than one (1) committee. The chair of each of the following committees is responsible to see that minutes of the committee are presented to the President of the College and the President of the Faculty Association.

Each committee shall make available to faculty members a copy of the committee's charge, including:

A. total representation of the committee;
B. responsibility of the committee;
C. authority of the committee;
D. deadlines/datelines of the committee;
E. to whom the committee reports, and
F. release time or compensation involved if applicable.

The term of membership of faculty members on each standing committee shall be one (1) year beginning each Fall, unless noted otherwise; appointments shall be made each Spring. Faculty and administrators who are not officially designated or appointed to committee membership are encouraged to attend committee meetings with non-voting status and may request to be placed on the agenda of any committee meeting.

Committee minutes shall be maintained and circulated throughout the College. Standing Committees shall meet on a regular basis.
A. **STANDING ACADEMIC COMMITTEES**

1. **CURRICULUM COMMITTEE**

The charge of the Curriculum Committee is to review all curriculum additions, modifications, and withdrawals and to make recommendations to the Vice President of Academic Services for consideration. The Committee meets monthly. Representation consists of all Faculty Department Chairs (or the Department Chairs' designees), up to six (6) academic administrators appointed by the Vice President of Academic Services, the Vice President for Student Services, and the Vice President of Academic Services. The Committee selects from among its membership a Chair who must be a faculty member.

2. **ACADEMIC STANDARDS COMMITTEE**

The charge of the Academic Standards Committee is to oversee academic standards of the institution, to review and monitor those standards when deemed necessary by the Committee, and to make recommendations to the Vice President for Academic Services for consideration. The Committee meets monthly. Representation consists of one (1) faculty member from each Department of the College and selected by each Department, the Vice President for Academic Services, the Vice President for Student services, and up to four (4) academic administrators selected by the Vice President of Academic Services. The Committee selects from among its membership a Chair who must be a faculty member.
3. **FACULTY DEVELOPMENT COMMITTEE**

The charge of the Faculty Development Committee is to develop and support programs of professional development for College faculty and to make recommendations to the designated administrator of education for consideration.

Representation consists of eight (8) to twelve (12) faculty members appointed by the Association President, the designated administrator of education; and two administrators appointed by the College President. The Committee selects from among its membership a Chair who must be a faculty member.

4. **OUTCOMES ASSESSMENT**

The Outcomes Assessment Committee will serve as a liaison to faculty and administration regarding outcomes assessment matters and will serve as representatives of the faculty and administration in providing advice to the Vice President for Academic Affairs on matters relating to outcomes assessment. Working with the Vice President of Academic Services, the Committee will coordinate the implementation and administration of the plan for assessing academic achievement filed with the Higher Learning Commission of the North Central Association. (HLC).

On an annual basis the committee will assist departments in reviewing and revising their plans for assessing student academic achievement and adjust the College's assessment plan accordingly. The members will serve as resource persons on outcome assessment for the College community and will recommend overall policy and philosophy for outcomes assessment matters at the College. During faculty development days, prior to the beginning of Fall classes, each of the following faculty areas shall select a faculty member from their area to represent their area on the committee: Communications and Humanities, Mathematics, Science, English, Social and Behavioral Sciences, Developmental, Counseling, Engineering and Technology, Allied Health, Human Services, Nursing, Business, Office Automation Technology, and Computer Information Science. The Vice President for Academic Services will appoint five (5) administrators to serve on the committee. The Committee selects from among its membership a Chair who must be a faculty member.
5. **INTERNATIONAL/INTERCULTURAL STUDIES COMMITTEE**

The charge of the IISC is to promote the incorporation of international and intercultural awareness into the College curriculum and to make appropriate recommendations to the Vice President for Academic Services for consideration. Membership consists of eight (8) faculty members with representation from liberal arts and sciences, career education, and Counseling; and three (3) administrators appointed by the Vice President of Academic Services; and the Director of Student Life. The Coordinator of English as a Second Language (ESL) shall serve as a resource person to the Committee. The Committee selects from among its membership a Chair who must be a faculty member.

6. **ACADEMIC COMPUTING COMMITTEE**

The charge of the Academic Computing Committee is to recommend policy and procedure in the use and integration of computers throughout the college instructional curriculum, to provide input concerning all academic computing technology purchases, and to make recommendations to the Vice President of Academic Services and the Vice President of Student Services. Membership consists of six (6) faculty members appointed by the Association President, with representation from liberal arts and sciences, career education, and Counseling; and four (4) administrators appointed by the College President. The Committee selects from among its membership a Chair who must be a faculty member.

7. **COLLEGE PREPARATION COMMITTEE**

The charge of the College Preparation Committee is to monitor and evaluate programs designed to prepare students for college-level coursework. The Committee also is to serve as a forum for all developmental faculty and the faculty-at-large to share concerns about developmental programs and issues. Committee recommendations are forwarded to the appropriate Vice President for consideration. Committee representation consists of two (2) faculty each from the three (3) developmental areas of Reading, English and Math selected by those departments, a GED faculty member or representative, three (3) faculty-at-large to be appointed by the SSCFA president, two
(2) administrators appointed by the President of the College, one of whose duties primarily encompass liberal arts and sciences, and one whose duties primarily encompass career education, two (2) Student Services administrators and one (1) Community Education administrator. The committee selects from among its membership a Chair who must be a faculty member.

8. **ACADEMIC APPEALS COMMITTEE**

The charge of the Academic Appeals Committee is to provide students with a hearing as a part of the academic appeals process outlined in the college catalog. The Committee meets at the request of the Vice President of Academic Services when a written student grade complaint has been received at Step 3 of the Academic Appeals process. Representation consists of three (3) full-time tenured faculty members randomly selected by the Association President for each individual instance of an academic appeal and the Vice President for Academic Services. The Committee selects from among its membership a Chair who must be a faculty member. Decisions of this Committee are not subject to review.

9. **HONORS COMMITTEE**

The charge of the honors Committee is to oversee the Honors Program and to make recommendations to the Vice President of Academic Services.

Representation consists of at least seven (7) faculty members appointed by the Faculty Association President, and two (2) academic administrators appointed by the Vice President of Academic Services. The Committee selects from among its membership a Chair, who must be a faculty member.

10. **DISTANCE LEARNING COMMITTEE**

The charge of the Distance Learning Committee is (1) to coordinate the use and development of all forms of distance learning (including audio courses, and courses taught over the Internet); (2) to develop, evaluate and modify policies and procedures relating to distance learning programs; (3) to make recommendations of courses that will be offered and received at the College through distance learning alternative delivery to the Vice President of Academic Services; and (4) to make
recommendations to the appropriate administrator regarding other issues directly related to all forms of distance learning.

Representation consists of the three (3) administrators appointed by the Vice President of Academic Services, and seven (7) faculty members with representation liberal arts and sciences, career education, appointed by the Faculty Association President. The Committee selects from among its membership a Chair, who must be a faculty member.

B. OTHER STANDING COLLEGE COMMITTEES

1. PGU (PROFESSIONAL GROWTH UNITS) COMMITTEE

The charge of the PGU committee is to review faculty PGU Completion Forms and forward recommendations to the Vice President of Academic Services. Representation consists of five (5) faculty members appointed by the Association President, two (2) administrators appointed by the College President, one of whose duties primarily encompass liberal arts and sciences, and one whose duties primarily encompass career education, and the Dean of Student Development. The Committee selects from among its membership a Chair who must be a faculty member.

2. CALENDAR COMMITTEE

The charge of the Calendar Committee is to develop an academic Calendar for the subsequent academic year and to present a recommendation to the College President for consideration. The Committee meets during the Fall term until its charge has been completed.

Representation consists of four (4) faculty members appointed by the Association President, one (1) support staff member appointed by the Support Staff Association President, the Dean of Student Development and Vice President of Academic Services. The Committee selects from among its membership a Chair who must be a faculty member.
3. **SPACE PLANNING COMMITTEE**

   The charge of the Space Planning Committee is to review all requests for space utilization of the main campus when decisions regarding a particular space's assigned function are to be made and to present recommendations to the Vice President for Administrative Services for consideration. The Committee meets at the request of the Vice President for Administrative Services. Representation consists of two (2) faculty members appointed by the Association President, three (3) administrators appointed by the College President, one of whose duties primarily encompass liberal arts and sciences, one of whose duties primarily encompass career education, and one of whose duties primarily encompass student services, and the Vice President for Administrative Services. The Vice President for Administrative Services serves as Chair of the Committee.

4. **DISCIPLINARY STANDARDS COMMITTEE**

   The charge of the Disciplinary Standards Committee is to provide a hearing for students charged with disciplinary violations other than academic misconduct under the Student Code of Conduct. The Committee meets at the request of the Vice President for Student Services. Representation shall consist of three (3) faculty members appointed by the Association President and the Vice President for Student Development or his designee. The Committee selects from its members a chair who must be a faculty member.

5. **ACADEMIC CONDUCT COMMITTEE**

   The charge of the Academic Conduct Committee is to provide students with a hearing when the Vice President for Student Services, upon the recommendation of a faculty member or administrator, charges a student with an academic misconduct violation. Powers of the Committee are listed in the Student Code of Conduct Section of the College catalog. The Committee meets at the request of the Vice President for Student Services. Representation consists of two (2) faculty members appointed by the
Association President, a student selected by the Student Government Association, and the Vice President for Student Services. The Committee selects from among its membership a Chair who must be a faculty member. Decisions of this Committee are not subject to review.

6. **MARKETING COMMITTEE**

The charge of the Marketing Committee is to provide recommendations to the Marketing and Enrollment Management staffs regarding the marketing of the College's programs and services to both current and prospective students and the community at large. Representation will consist of three (3) faculty members appointed by the Faculty Association President, the six (6) administrators appointed by the President of the College, and two (2) support staff appointed by the Support Staff Association President. Additional faculty and staff will be invited to attend meetings as determined by the agenda. The committee selects from among its members a chair who must be a faculty member.

C. **AD HOC COLLEGE-WIDE COMMITTEES**

The Faculty Association shall retain, at its discretion the right to serve on any Ad Hoc College-Wide Committee, including search committees to fill any administrative position. Should the Faculty Association desire such representation, it shall have at least one-third (1/3) of the representation on these committees. Faculty members will be appointed by the Association President.

D. **NEW FACULTY SEARCH COMMITTEE**

The Search Committee shall be formed to assist in the interviewing of applicants for positions covered by this agreement. At least 50% of the membership of the Committee shall be faculty from the department in which the vacancy exists. Faculty will be selected by the department chair utilizing a departmentally developed selection plan.
The selection plan may allow for the appointment of faculty from other departments if the department in which the vacancy exists is too small to provide adequate representation, or if a portion of the new faculty member's assignment may be in another department, or if there is a significant relationship with another department.

E. DEPARTMENTAL COMMITTEES

Faculty member participation on Department or Inter-Departmental committee consisting of only faculty may continue according to practices established by the department or departments.

SECTION 6.3

Prior to final preparation of the academic calendar and prior to its adoption by the Board, the President or the President's designee will meet with the Calendar Committee.

For instructional faculty and librarians, the academic year shall include the fall and spring semesters. The length of the academic year shall not exceed one-hundred seventy-three (173) working days. These one-hundred seventy-three (173) working days shall include the following:

A. Each Monday through Friday;
B. All examinations days for the full academic year;
C. One and one-half (1-1/2) faculty development/in-service day for each of the fall and spring terms providing such days are held no earlier than two (2) working days before the start of each semester; and
D. Commencement day.

The academic year for counseling faculty shall be the same in length as for the instructional faculty and librarians (actual number of days worked) and shall include for compensation:

A. The regular instructional days during the spring and fall semester;
B. The period from the Saturday prior to the week before the first day of regular fall semester classes until the first day of regular classes; and
C. The period from the Saturday prior to the week before the first day of regular spring semester classes until the first day of regular classes; and

D. The counseling faculty shall have the option of working for the periods commencing on the first regular work day of August and the first regular work day of January through and including the last regular work day prior to one week before the first day of regular spring and fall semester classes.

SECTION 6.4

The days on which the following holidays are scheduled and observed by the College shall not be scheduled as working days if they fall within the full academic year:

- Labor Day
- Veteran's Day
- Thanksgiving Day and the day after
- Martin Luther King Jr.'s Birthday
- President's Day
- General Casmir Pulaski Day
- Spring Day
- Memorial Day

Religious holidays (up to two (2) per year) will be granted to a faculty member for the purpose of observing a recognized religious holiday not covered by the contract. Faculty members should submit notification to the appropriate Dean. Additionally, the Board shall schedule a winter recess and spring recess in the academic year.

SECTION 6.5

There shall be a minimum of three (3) faculty designated as Career/Transfer Advisors to provide academic advising to career education and liberal arts and sciences students.

The Vice President for Student Services shall determine which faculty members are interested and, upon the recommendation of an academic administrator with administrative responsibility for the applicable career/transfer programs involved, appoint selected applicants. Career/Transfer Advisors shall report, for that portion of their faculty duties related to the actual advising of career students, to the academic administrator with academic responsibility for the applicable career/transfer programs involved. Appointments are for one (1) academic year.
A faculty member who elects to serve as a Career/Transfer Advisor shall be given released time equivalent to three (3) che's per semester (fall and spring) and one and one half (1.5) che's for the summer term.

SECTION 6.6 Recognizing that Career/Transfer Advisors may work more than or less than six (6) hours per week, they shall be available for an average of six (6) hours per week for which they shall each receive three (3) che's of released time for each semester and shall be responsible for the following duties:

A. Advising students in selected career programs;
B. Maintaining records on advisees;
C. Attending advisory committee meetings of selected career programs;
D. Helping inform high school students of career and transfer program requirements;
E. Articulating with the counselor responsible for the academic assistance team for selected career or transfer programs; and
F. Communication with the Vice President of Student Services or designee and Job Placement in matters relating to job opportunities and job development.

SECTION 6.7 Commencement exercises shall be held on the first weekend immediately following the last scheduled class or on the first weekend immediately following the last scheduled examination day for the Spring semester. In recognition of the contribution that faculty attendance makes to the dignity of commencement exercises, a minimum of fifty percent (50%) of the faculty shall participate. The administration will first seek faculty volunteers to reach fifty percent (50%) participation. If an insufficient number of faculty volunteer, then attendance at commencement exercises shall be on a rotational basis. The faculty members who did not attend commencement exercises in the last year shall be required to attend. A list of attendance at commencement exercises shall be maintained by the Administration and used for the determination of the last date of attendance.
SECTION 6.8
NON-CLASSROOM ASSIGNMENTS

Non-classroom assignments relating to the professional duties of the faculty members may be made by the appropriate administrator, provided that the appropriate administrator has consulted with and discussed the assignment with the affected faculty members prior to the actual assignment of such duties. As professionals, faculty members are required to perform non-classroom assignments related to their professional duties.

Non-classroom assignments unrelated to the professional duties of faculty members may not be imposed by the Board or Administration without the consent of the faculty member.

SECTION 6.9
HOURS OF INSTRUCTION

The scheduled hours of instruction for the College, Monday through Friday, shall be between the hours of 7 a.m. and 10 p.m.

The normal hours of instruction on Saturdays shall be between 8 a.m. and 5 p.m. These hours of instruction may, from time to time, be changed by the College.

SECTION 6.10
FACULTY FACILITIES

Faculty members will be provided adequate office space, including desk, desk chair, bookcase, filing cabinet, and a college computer. Additional chair(s), bookcases(s) and filing cabinet(s) may be provided upon request by the faculty member, upon recommendation by the appropriate dean and approval by the appropriate Vice President. In addition, faculty members will be provided facilities for student conferences, staff lounges, designated parking area(s) and, insofar as it is determined that funds are available, secretarial assistance.
SECTION 6.11  Faculty members shall, in accordance with applicable
OFFICE HOURS  College policy, schedule a minimum of five (5) hours
(250) minutes per week for office hours. At least one
(1) office hour will be scheduled each day a faculty member has classes, and shall be scheduled in a
minimum of one-half hour (25 minutes) increments. Faculty may schedule two (2) office hours as online
office hours that may be conducted off-campus, subject to the above conditions. Office hours shall not be
scheduled during a faculty member's lecture, laboratory or clinical practice hours.

As part of their professional responsibilities, faculty members shall publish their office hours so that this
information is available to their students, maintain said office hours, keep open lines of communication,
and submit attendance and grades in a timely manner. If any non-professional responsibilities require the
faculty member’s attendance during normally scheduled office hours, the faculty member shall inform
students about other meeting options.

The last day of scheduled appointments for counselors and librarians, except for evening counseling, shall
be the last day of examinations each semester. Similarly, the last day for office hours for counselors and
librarians shall be the last day of examinations for each semester.

During the days scheduled for final examinations, counselors shall be available to provide counseling
services by appointment and shall schedule one-half of the office hours during the days of final
examinations, which they normally are required to schedule. They shall also perform all activities relative
to concluding the counselor's individual professional responsibilities for the semester with the balance of
the time.
SECTION 6.12
DEPARTMENT AND DEPARTMENT CHAIRS

A. Departments are operational and organizational entities of the College. They were not established to restrict full-time faculty from opportunities to teach classes that they are qualified to teach but which are outside of their own department.

1. If a faculty member's normal load is split between two (2) departments, the faculty member shall be treated as full-time faculty in both departments for the purposes of class selection for load and overload and for substitute work. A person teaching in two (2) departments shall not accrue rotation advantages over a faculty member who teaches in only one (1) department.

B.

1. There shall be a minimum of eleven (11) Department Chairs. There will be no co-chairs. During the fall and Spring semester, Department Chairs shall receive a minimum of three (3) CHEs and a maximum of six (6) CHEs released time per semester based on the numbers of full-time faculty, adjunct faculty, program coordinators, and total credit hours generated in their department. Department chairs may save one (1) hour from their allotted fall released time and use the one (1) hour during either the following spring or summer semester and may save one (1) hour from their allotted spring released time and use the one (1) hour during the following summer semester. Saved hours from fall and/or spring semesters which are not used by the following summer are lost and may not be used during any later semester.

2. During the Fall and Spring semesters, additional released time will be awarded on the following basis:
   - 0-19 adjunct faculty: no additional released time
   - 20-29 adjunct faculty: 1.0 additional CHE per semester
   - 30-39 adjunct faculty: 2.0 additional CHEs per semester
   - over 39 adjunct faculty: 3.0 additional CHEs per semester

3. During the Summer semester, Department Chairs shall receive half of the CHEs that they receive during the Spring semester according to 6.12.B.1. No additional CHEs for adjunct faculty will be awarded during the Summer semester.
The duties of Department Chairs shall be:

1. Convene no less than one (1) department meeting a semester and submit minutes to the appropriate administrator

2. Attend department chair meetings.


4. During the Fall and Spring semesters, schedule weekly office hours equal to double the CHEs released time they receive. Half of the office hours may be scheduled as flexible hours needed to complete the duties of Department Chair. One of the required office hours will be exchanged for working fifteen (15) hours during open registration. The remaining office hours (two (2) for Department Chairs with three (3) CHEs or five (5) for a Department Chair with six (6) CHEs) must be scheduled. During the Summer semester, all office hours must be scheduled.

5. Coordinate textbook orders for full-time faculty and submit them to the bookstore; order textbooks for all courses not assigned to full-time faculty.

6. Assist in preparing fall, spring and summer schedules and determining teaching assignments for full-time faculty in accordance with department rotation.

7. Assist in preparing fall, spring and summer schedules and determining teaching assignments for adjunct faculty.

8. Recommend course cancellations to the appropriate administrator and carry out the necessary rescheduling.

9. Assist the appropriate administrator in interviewing and selecting adjunct faculty.

10. Evaluate adjunct faculty.

11. Assist in collecting the syllabi and grade calculations from adjunct faculty.

12. Advise in preparing the departmental budget.

13. Order instructional supplies and equipment.

14. Assist in course and program evaluation. Coordinate the collection and updating of course outlines.

15. Coordinate the submission of departmental materials for the catalog.

16. Prepare the annual departmental outcomes assessment report.

17. Coordinate departmental articulation with high schools and other colleges.
Department Chairs shall be elected by their respective departments by March 15 on even numbered years to take office by June 1 of the same year. The department chair will serve for the summer, fall and spring semesters of each school year.

In the case of an election tie which remains unbroken with two (2) faculty members, each shall serve one (1) year of the department chair term. If one of the individuals is the incumbent, that person shall serve the first year of the term. In case neither is the incumbent, then the person who shall serve the first year of the term will be selected by lot, i.e. flipping a coin.

In the case where a department chairperson cannot complete a term and another person has already been elected, the new chairperson will assume office immediately.

E. Department Chairs shall serve a two (2) year term from June 1 to May 31.

F. Consistent failure to perform the duties of the Department Chair may result in removal from the position as of Department Chair by the appropriate Vice President. Upon such removal, the College shall then request that the affected Department elect another member of the Department to fill the remainder of the term of office. The Department shall convene a meeting to initiate the election process.
SECTION 6.13

Coordinators may save one (1) hour from their allotted fall released time and use the one (1) hour during either the following spring or summer semester and may save one (1) hour from their allotted spring released time and use the one (1) hour during the following summer semester. Saved hours from fall and/or spring semesters which are not used by the following summer semester are lost and may not be used during any later semester.

SECTION 6.14

The normal load, as defined herein, shall be fifteen (15) credit hour equivalencies (che's), except as hereinafter provided;

A. Faculty involved in the teaching of foreign languages shall carry a normal load of fifteen (15) che's;

B. Faculty involved in the teaching of English shall undertake four (4) courses of three (3) semester hours.

C. The determination of Load shall be computed as follows:

1. All laboratories shall be compensated on the basis of 1.00 che for each laboratory hour are subject to the following terms and conditions:
   a. che's allocated to laboratories shall not be split between faculty members except by mutual agreement of the administration and the affected faculty members.
   b. all laboratories will be scheduled and will meet as scheduled for the entire semester.
   c. faculty members are expected to be present in the laboratory when the laboratory is scheduled.

2. For faculty members who supervise student interns, .25 che per semester for each intern assigned to each faculty member, up to a maximum of four (4) che's per semester, or as deemed practicable by the Dean of the specific program as approved by the Vice President of Academic Affairs. Faculty teaching the intern seminar class will be compensated one (1) che for the class.
3. Program coordinators may be assigned duties to be performed outside of the Fall and Spring Semesters and in excess of the one hundred seventy three (173) working days provided for in Section 6.3. Requests to work must be submitted on the Work Request form not less than thirty (30) days prior to the end of the fall and/or spring semesters. Prior approval for all work is required and the Dean of the specific program will approve or reject the requests no later than (1) week prior to the end of the fall and/or spring semester. Compensation shall be paid on the basis of eighty percent (80%) of one thirty sixth 1/36th) of the coordinators' applicable base salary times one thirty fifth (1/35) for each hour of assigned work. Sixteen (16) hours will be available to every coordinator, for time between the Fall and Spring Semester and sixteen (16) hours between the Spring and Fall terms. Approval of the work is subject to the submission of the work request form as described above.

4. For counselors and librarians who elect to accept more than one (1) evening, Saturday or Sunday assignments of counseling or library duties in any week, (except as otherwise required in registration weeks) during the academic year, compensation shall be paid for such time on an overload basis. The salary for evening counseling or library duties on an overload basis shall be calculated on the applicable salary schedule for additional services at the rate of one-sixteenth (1/16) of the placement of such faculty member of comparable experience and educational level on that salary schedule for each three (3) credit hour equivalencies (che's) in excess of a counselor's or librarians normal work week. Credit hour equivalencies for the purpose of this subsection only shall be computed as follows:

\[
\frac{3}{7} \times \text{No. of Clock Hrs., above 35 Hrs.}
\]

All evening counseling sessions must be scheduled in advance by the appropriate member of the administrative staff in order to qualify for compensation on an overload basis. Counselors shall not be eligible for compensatory time off under the provisions of SECTION 6.16 for any time for which they have received or will receive pay on an overload basis.

5. A contact hour for lecture courses and standard laboratories shall be equal to fifty (50) minutes and be in compliance with ICCB Minimums for lab course.

6. Normal load for the purpose of calculating overloads for LPN, ADN and NA NAS nursing faculty shall be computed on the following basis:

a. Lectures: \( \frac{\text{No. of contact hours}}{\text{No. of teaching faculty}} \)

b. Skills lab: \( \text{No of contact hours} \times 1.00 \)

For the purposes of this paragraph, all hours shall be sixty (60) minute hours, except lectures, which shall be fifty (50) minute hours.
SECTION 6.15  Normal class sizes shall consist of maximum of student enrollees as Hereinafter provided:

A. Thirty-five (35) for lecture-discussion type courses;
B. Thirty-three (33) for Accounting 120 and 121;
C. Thirty-two (32) for OAT 173;
D. Twenty-four (24) for Data Processing Programming and Foreign Language courses;
E. Twenty-six (26) for English 101, 101H, 102, and 121; except for those courses taught in computer labs which shall be 24.
F. Twenty-four (24) for laboratory portions of science courses;
G. Twenty-two (22) for ENG 097, ENG 098, ENG 099, OCS 121, RDG 080, RDG 081, RDG 082, and RDG 105; and twenty-four (24) for MTH 091, MTH 093, MTH 095, MTH 096, and MTH 100, 24 for Speech 108 and no over enrollments shall be permitted in courses listed under item G. Other lab courses will have a class capacity that reflects the number of student workstations available.
H. The maximum class size for an online course shall be twenty-four (24).

For all other classes, the normal class size maximums shall be within the guidelines established by past practice, as defined in law, or, in the case where there is no past practice, then within the guidelines established by the Vice President of Academic Services. The above-stated normal class size maximums shall not apply to laboratory situations where there are insufficient stations.

Unless faculty members consent thereto or there are extraordinary circumstances which occur during registration, including, but not limited to, computer error, the above normal class size maximums shall not be exceeded. Administrators shall not unduly intervene with faculty members or coerce them or persuade them to accept class sizes above the norms set forth herein. The normal class size maximums set forth above shall not be exceeded during the registration-program change period.

If there is any disagreement concerning the maximum class size of any course, a representative of the Association, the concerned faculty member, and the Vice President of Academic Services shall meet to determine what the class size shall be.
If a faculty member has not reached the maximum number of che overload, as provided for in SECTION 10.4 EXTRA WORK OVERLOAD OPPORTUNITIES, then, when the total number of students in the classes taught by a faculty member:

A. Is between five (5) and nine (9) above the maximums herein set forth, said faculty member shall receive one-half (1/2) additional che for load purposes or;

B. Is between ten (10) and seventeen (17) above the maximums herein set forth, said faculty member shall receive one (1) additional che for load purposes, until such faculty member's total overload compensation from any source for the semester reaches the maximum number of che's as provided for in SECTION 10.4 EXTRA WORK OVERLOAD OPPORTUNITIES.

This calculation is based upon a three (3) semester hour course or its equivalent. The determination of the total number of students enrolled and the commensurate over enrollment compensation, if any, shall be calculated on the basis of enrollments determined after the conclusion of the one hundred percent (100%) refund period.

SECTION 6.16

When faculty members are assigned classes as part of their normal loads which may end after 9:00 p.m., the Vice President of Academic Services may not, without the affected faculty members’ written consents, assign those faculty members to any classes as part of their normal loads beginning before 9:00 a.m. on the next morning, unless it is necessary to do so in order to provide those faculty members with normal loads.

Except for physical education, if provided, and music, faculty members shall not be assigned more than four (4) preparations per semester without their written consent as part of their normal load, unless it is necessary to do so in order to provide those faculty members with normal loads.
The normal workweek for Librarians and Counselors and any other similar employees shall be thirty-five (35) hours, excluding lunch. As soon as practicable after the beginning of the semester, there shall be a meeting between the appropriate administrator and the faculty members to discuss the master schedule for the Department and the schedules of the individuals involved. Insofar as practicable, including the needs of students and the need to have services available, the known wishes of the individuals involved shall be taken into account when the department's master schedule and the individuals' schedules are being prepared. No counseling functions shall be regularly scheduled on Sundays. The determination of the scheduling shall be accomplished in the sole discretion of the appropriate Dean or other Administrator.

There shall be no accumulation of extended hours worked beyond the hours set forth in Section 6.3 unless mutually agreed to in writing between said faculty members and the appropriate member of the Administrative staff, emergencies excepted.

Again, the workweek for counselors shall consist of thirty-five (35) hours. Of these, 35 hours normally a maximum of twenty-five (25) hours of scheduled office hours are to be available for student conferences and group instruction, except that this may be extended during registration weeks, in order to adequately cover the office due to absence, or for other similar reasons. For twenty (20) hours of these twenty-five (25) hours, counselors shall meet with students who schedule their conference prior to the day that the conference takes place. For a minimum of five (5) hours, counselors shall meet with students who schedule their conference the same day that the conference takes place. Counselors may, but are not required to, allocate more than five (5) hours to same day appointments each week.

Of the remaining ten (10) working hours counting toward the thirty-five (35) hours of weekly duty, five (5) hours will be toward assigned duties and five (5) hours will be for flex time to be used for professional activities at the counselor's discretion. The flextime will not be included as a part of the other scheduled thirty (30) working hours per week for counselors. Counselors will not be required to sign in or sign out. Counselors, however, normally are to inform appropriate personnel in the Counseling Center or Admissions and Records Center of their whereabouts when they are away from their offices.
For any hours worked beyond the required contractual days and hours of service, set forth in Section 6.3, a counseling faculty member may elect to:

A. be paid the additional services contract rate for that period of time; or

B. be awarded compensatory time off, which shall be coordinated through the Department Chair and appropriate administrator. The compensatory time may be taken in one block of time. Compensatory time shall be taken in blocks of two (2) hours or more. Time added beyond the minimum of two (2) hours shall be taken in full hour increments only. No fractional portions of an hour shall be allowed. The maximum amount of compensatory time that may be utilized at one time is the number of hours equivalent to twelve (12) work days.

The Counselor will select Option A or B prior to the 10th day of class each semester. If option Option A is selected, a supplemental contract (equal to the number of days worked) will be issued at that time. If Option B is chosen, compensatory time will be granted on a 1:1 ratio and shall be factored into the counseling schedule. Compensatory time may be earned for work beyond the required contractual days and hours of service set forth in Section 6.3 during the fall and spring semesters, during the summer semester, or for approved optional work granted between semesters as specified in Sections 6.3.B, 6.3.C and 6.3.D. Compensatory time may not be accumulated beyond fourteen (14) days, unless approved by the Vice-President of Student Development or their designee. If a counselor elects Option B and works for more time than permitted, approval must be provided by the Vice-President of Student Development or their designee. The remaining time shall be paid under the contract as set forth in Option A. Counselors with expiring compensatory time shall be paid for the expiring time on a 1:1 ratio.

SECTION 6.18

As used herein, distance learning shall be defined as any teleweb course, online course, blended course and/or a web-enhanced course.

A. Online and teleweb courses include classes provided almost exclusively through the use of the Internet whereas students may have face-to-face contact with instructional personnel only for initial orientation and evaluative experiences. Blended courses are classes that have a combination of both face-to-face and online instruction with the online activities replacing specific face-to-face contact hours as determined during course approval.

1. All standards or practices used for online courses that existed prior to summer 2001 shall not constitute past practice.

2. Faculty who wish to develop an online, blended or teleweb course shall make a request to the Vice President of Academic Services (or another academic administrator designated as his/her representative for this purpose). This proposal shall consist of 1) a
request to develop the course in an online format, 2) a summary of all projected development activities and materials, and 3) a description of any commercially prepared materials to be used in the course.

The Vice President of Academic Services (or another academic administrator designated as his/her representative for this purpose) has the right to reject a proposal, but must give reasons in writing to the faculty member for any such rejection.

3. Faculty members engaged in the development of an online course shall receive payment upon the Vice President of Academic Services (or another academic administrator designated as his/her representative for this purpose) certification of the faculty member’s satisfactory completion of developmental activities and delivery of course materials as outline in the initial proposal.

4. Course materials (exclusive of the course shell) developed by a faculty member are the sole and exclusive property of the faculty member, subject to the following provisions:
   a. The course shell (defined here as course objectives, course outline, course syllabus, and course assignments) is the common property of both the faculty member and the College.
   b. Faculty members must inform the Vice President of Academic Services in writing when they sell online course materials that they have developed.
   c. Faculty members who have received a stipend to develop a course in online format and who then sell course materials developed in the endeavor must recompense the College for the amount of the stipend.

5. The faculty member who has developed an online, blended or teleweb course as specified in 6.17.B.2, will be given priority to teach the online section of the course. If more than one faculty member has developed a particular course in an online format, then the instructor for the online section(s) will be determined by the departmental rotation policy.

6. It is the faculty member’s option to house an online course on the College course tool servers and/or third party servers approved by the College. The College will provide reasonably secured and web-accessible storage for online courses. The College will not be responsible for lost, stolen, or corrupted materials stored on its servers. The College reserves the right to access online courses at any time for maintenance purposes.

7. Faculty members engaged in teaching a course or courses in an online format during a given semester have the option to schedule one (1) “virtual” office hour during that semester. A “virtual” office hour in this context means an hour in which the faculty member is available for synchronous conferences or message exchange with students online. Such “virtual” office hours must be scheduled and noted in the faculty online syllabus.

8. Online courses shall have a maximum enrollment of twenty-four (24).

9. Online, blended or teleweb courses shall be paid in the same fashion as traditional courses.
10. When development of the online, blended or teleweb course has been completed as specified in LETTER B, NUMBER 2 of SECTION 6.17, the faculty member responsible for development shall receive a stipend of sixteen hundred ($1600.00) for each of the initial two (2) courses they develop.

If, in the estimation of the Vice President of Academic Services, a course is developed by a faculty member using extensive commercially prepared materials, or the course is based substantially on an existing College online course, then the stipend for the course shall be reduced to one thousand dollars ($1000.00).

When development of further courses, beyond the initial two (2), in an online format has been completed as specified in LETTER C, NUMBER 2 of SECTION 6.17, the faculty member responsible for development shall receive a stipend of one thousand ($1000.00) for the course.

The faculty member shall be given written notification at the time of the acceptance of the development proposal (as specified in LETTER C, NUMBER 2 of SECTION 6.17) of the stipend amount.

B. Web-enhanced courses are traditional courses with required materials that are only available online and are presented through technological means via a web page and/or through course authoring products that augment classroom instruction. These materials could include: a syllabus, course calendar/outline, policy documents, supplemental readings, lecture notes, Internet links, presentation materials, (e.g. PowerPoint) textbook publisher supplied materials, and/or streaming video and/or assessments.

1. All standards, guidelines, or practices used for web-enhanced courses delivered or received prior to Fall 2001 shall not constitute past practice.

2. Faculty who wish to develop a web-enhanced course shall make a proposal in writing to the Vice President of Academic Services (or another academic administrator designated as representative for this purpose). This proposal shall consist of 1) a request to develop the web-enhanced course, 2) a summary of all projected development activities and materials, and 3) a description of how materials will accord with the institutionally approved guidelines for web-enhanced courses.

The Vice President of Academic Services (or another academic administrator designated as his/her representative for this purpose) has the right to reject a proposal, but must give reasons in writing to the faculty member for any such rejection.

3. Faculty members engaged in the development of a web-enhanced course shall receive payment upon the Vice President of Academic Services (or another academic administrator designated as his/her representative for this purpose) certification of the faculty member’s satisfactory completion of development activities and delivery of course materials as outlined in the initial proposal.

When a web-enhanced course has been completed as specified in LETTER D, NUMBER 2 of SECTION 6.17, the faculty member responsible for development shall receive a stipend of Three Hundred Dollars ($300.00).

4. Faculty members engaged in web-enhanced courses may request to schedule a virtual office hour from the Vice President of Academic Services.

C. Web content courses are traditional face-to-face classes that have materials online, but either the materials are not required for the class or the materials are available in the classroom.
SECTION 6.19  To further the educational attainment of the students of the College, faculty understand the need to maintain their own educational expertise through the completion of a minimum of three (3) credit hours in their discipline or related discipline from an accredited institution or six (6) professional growth units over the course of two (2) fiscal years. Courses that are not in a faculty member's discipline or a related discipline may be submitted to the PGU Committee for consideration for Section 6.18. After review of the course(s) and objectives, the PGU Committee will make a recommendation to the Vice President of Academic Services.

This Section applies to faculty on Steps 1-11, Lanes A through G. Other faculty may elect to be covered by this Section through application to the appropriate Vice President by the last week of August in each academic year covered by this contract. Faculty who elect to retire under Sections 13.5, 13.6 or 13.7. shall be exempt from this requirement.

ARTICLE VII
GRIEVANCE PROCEDURE

SECTION 7.1  It is the declared objective of the Association and the Board to encourage the prompt resolution of the grievances and complaints of both the Board and the College Administration and of faculty members covered by this Agreement as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances and complaints.

SECTION 7.2  A grievance shall mean a complaint by an administrator, faculty member, a group of administrators, a group of faculty members, the Board of Trustees or the Faculty Association, that there has been a violation or misinterpretation of the specific terms of this Agreement, or of written Board Policies or written Board Rules and Regulations which relate directly to wages, hours or working conditions of faculty members covered by this Agreement and which may, from time to time, be in effect.
SECTION 7.3

PRE-GRIEVANCE CONSULTATION

The Board and the Association agree that a number of potential grievances may be avoided if the affected faculty member(s) and the appropriate College Administrator are able to discuss and resolve problems by these means.

There may be occasions, however, when the faculty member(s) believe that the defined problem might be resolved by such discussions, or when the faculty member(s) would prefer that such consultations and discussions be held, on an informal basis, by an Association representative and a representative of the College.

In such cases, the faculty member(s) may contact either the Association President or the Grievance Chair to set forth the problem. Thereupon, the Association representative shall contact either the faculty member(s) or appropriate College Administrator to discuss the problems and possible resolutions.

If the potential grievance is not resolved by this procedure, then, in that event, the filing of a grievance in Step 1 shall commence. Such pre-grievance consultation is optional.

SECTION 7.4

GRIEVANCE PROCEDURE

The following four (4) step procedure is the exclusive remedy for faculty members, the Faculty Association, the Board and Administrators concerning all matters arising under applicable law and this Agreement.

SECTION 7.5

GRIEVANCE STEPS

STEP 1

A faculty member, the Association, the Board or an Administrator shall submit the grievance in writing to the appropriate Dean or other person designated by the Board for this purpose within the time periods provided for in SECTION 7.9, with relevant facts upon which it is based, the nature of the complaint, and the relief requested. The appropriate Dean or other person designated for this purpose shall give their written answer within five (5) school days after receipt of the written grievance.
**STEP 2**

If the grievance is not settled at STEP 1 and the grievant(s) wishes to appeal the grievance to STEP 2, it shall be referred in writing to the appropriate Vice President or designee within ten (10) school days after receipt of the answer at STEP 1 and shall be signed by both the grievant(s) and the appropriate Faculty Association Representative. The appropriate Vice President or designee shall give a written answer within ten (10) school days after presentation of the grievance in writing.

**STEP 3**

If the grievance is not settled at STEP 2 and the grievant(s) wishes to appeal the grievance to STEP 3, it shall be referred, in writing to the President within ten (10) school days after receipt of the answer at STEP 2. Within ten (10) school days, the President, if practical, or the designated representative, provided said person has not been previously involved in STEP 1 or STEP 2, shall discuss the grievance with the Faculty Association representative and the grievant(s), if so desired, at a time mutually agreeable to the parties. If no settlement is reached, the President, or the designated representative, shall give a written answer within ten (10) school days following such meeting.

**STEP 4**

If the grievance is not settled in STEP 3 and the grievant(s) desires to appeal; it shall be referred, in writing, to the Board of Trustees within ten (10) school days after the answer in STEP 3. The Board shall have the option of hearing the matter but shall not be bound to do so.

If the Board decides not to take up and hear the matter, it shall give its written answer to the grievant(s) and the Faculty Association within ten (10) school days of receipt of the appeal by the Board.

If the Board decides to hear the matter, it shall meet within fifteen (15) school days of receipt of the appeal and shall discuss the grievance with the grievant(s) and the Faculty Association representative. The Board shall give its written
answer to the Faculty Association within fifteen (15) school days after the date of the Board meeting.

Use, by any party of this STEP 4 procedure, is fully at the discretion of the grievant(s).

SECTION 7.6

BINDING ARBITRATION

If the grievance is not settled in accordance with the foregoing procedure, the Board or the Association may serve notice of intention to arbitrate within ten (10) school days after receipt of the Answer of the Board in STEP 4, or within ten (10) school days after the receipt of the answer in STEP 3, if STEP 4 is not utilized, or within two (2) weeks after the fall or spring semester if the answer of the Board in STEP 3 or STEP 4 is given at a time other than during the fall or spring semester, or within the last week of the fall or spring semester.

The parties shall attempt to agree upon an arbitrator within five (5) school days after receipt of the notice of intention to arbitrate. In the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately, jointly, request the American Arbitration Association to submit a panel of five (5) arbitrators. Both the Board and the Association shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator.

Each party retains the right to reject one panel in its entirety and request a new panel. The arbitrator shall be notified of the selection by a joint letter from the Board and the Association and such communication shall request that the arbitrator set a time and place for the hearing, subject to the availability of the Board and the Association representatives. If both parties mutually agree in writing, more than one (1) grievance may be submitted to the same arbitrator.
SECTION 7.7

AUTHORITY OF THE ARBITRATOR

The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from or change the provisions of this Agreement, or the provisions of written Board Policies or written Board Rules and Regulations. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Board and the Association and shall have no authority to make any decision or recommendation on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws, rules and regulations having the force and effect of law. The arbitrator will not in any way limit or interfere with the powers, duties and responsibilities of the Board under applicable law.

The arbitrator shall submit a written decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later. The decision shall be based solely upon interpretation of the meaning or application of the specific terms of this Agreement, or if applicable, provisions of written Board Policies or written Board Rules and Regulations, to the facts of the grievance presented. Consistent with these provisions, the decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall have the authority to make an award concerning the remedy, if any, that the arbitrator considers to be appropriate.

SECTION 7.8

EXPENSES OF ARBITRATION

The fees and expenses of the arbitrator and the costs of a written transcript shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives or witnesses. All other expenses shall be borne by the party incurring them.

The parties agree to schedule arbitration hearings insofar as practicable at times when faculty members can be present to testify as witnesses without interfering with their teaching or other assigned duties. Unless the parties mutually agree otherwise, arbitration hearings shall be held at the College's campus in South Holland, Illinois.
SECTION 7.9

No grievance shall be entertained or processed at the initial level unless it is submitted within ten (10) school days after the occurrence of the event giving rise to the grievance, or within ten (10) days after the grievant or appropriate administrators had knowledge, or should have had knowledge of the event, as proven by the Board, of the event giving rise to the grievance.

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits will be considered to be acceptance of the decision rendered at that step. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits will permit the aggrieved party to proceed to the next step. The parties may, by mutual agreement, in writing, extend any of the time limits set forth in this ARTICLE. The time limits set for STEPS 2, 3, and 4 shall be tolled or suspended during the summer session or breaks if the grievant(s) is outside the geographic area of the College during the summer session or breaks and if said grievant(s) makes a timely request in writing.

For the purposes of ARTICLE VII only, the term "school day" shall mean weekdays (Monday through Friday), 7:00 a.m. to 10:00 p.m. on which daytime classes are regularly scheduled. The term "school day" shall apply only to the fall and spring semesters and the summer session, except when the Board determines that there shall be no Friday work schedule or classes during the summer session.

SECTION 7.10

The parties agree that the objective time limits as provided for here is to effectuate a final conclusion of the subject matter of the grievance. In regard thereto, the parties specifically declare and agree that time is of the essence in the performance of all obligations pursuant to this ARTICLE and the sections thereof.

The parties desire and mutually agree that the provisions of this ARTICLE and all sections hereunder shall be strictly construed.
SECTION 7.11

The Board and the Association shall have the right to use the grievance procedure starting procedure starting at STEP 1 or 2.

A. Board grievances fall into the following two (2) categories:
   1. Those alleged grievances defined in SECTION 7.2 relating directly to Management Rights;
   2. Those alleged grievances that relate to a group or groups of administrators who have the same grievance on behalf of said group or groups of administrators, as defined in SECTION 7.2.

B. Association grievances fall into the following two (2) categories:
   1. Those alleged grievances defined in SECTION 7.2 relating directly to Association rights;
   2. Those that relate to a group or groups of full-time faculty members who have the same grievance on behalf of said group or groups of faculty members, as defined in SECTION 7.2.

SECTION 7.12

MISCELLANEOUS PROVISIONS

A. All disputes arising under this Agreement shall be resolved either by agreement or through the grievance procedure. Concerning matters arising outside of the provisions of this Agreement, wherever applicable, faculty members shall utilize other channels for amelioration of complaints or disagreements not specifically covered by any provisions of this Agreement.

B. Nothing contained in this ARTICLE shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of the arbitrator's decision.

C. Conferences, meetings, and hearings held pursuant to the grievance procedure shall be set by mutual agreement.

D. The Association shall inform the College, in writing, of the names of the Chapter President and the Grievance Chair who, among others, are authorized to settle grievances on a STEP or advance grievances to the next STEP. Only such persons shall settle or advance such grievances. The answers provided at each STEP of the grievance procedure shall be in writing and shall fully set forth the reasons therefore.

E. Attendance at meetings and hearings held under this grievance procedure shall be limited to those persons specified in the procedure, witnesses, resource people required by either party and legal counsel for the parties. These meetings shall be scheduled at a time and place mutually agreeable to the College and the Association. No faculty member entitled to be present shall suffer loss of pay because of participation in this grievance procedure.

F. Any grievance settled at STEP 1 or STEP 2 shall not be a precedent.
G. When the Association files a grievance involving an individual faculty member or a group of faculty members, such grievance shall be signed by the Association President, Grievance Chair, and the Grievant(s). When the Board, on its own behalf or on behalf of the Administration, files a grievance, such grievance shall be signed by the Chairman of the Board, its secretary and the Grievant(s).

H. Any individual who files a grievance, whether that individual is a member of the administration of the College or is an Association member, shall sign such grievance.

I. The filing or pendency of any grievance under the provisions of this ARTICLE shall not prevent the Board and its Administration from taking the action complained of, subject however, to the final decision on the grievance.

J. The grievance and arbitration procedures of this Agreement shall not apply to any matter as to which the Board is without authority to act or concerning which the Association is not authorized to represent employees covered by this Agreement.

K. Nothing contained in this ARTICLE or elsewhere in this Agreement shall be construed to deny to the Board, the Administration, College administrators or any faculty their rights under applicable law, or resolutions, rules or regulations having the force and effect of law.

L. If an alleged grievance arises concerning matters at the Vice Presidential or Presidential levels of the administration, then, in that event, the parties may mutually agree to initiate the grievance procedure, subsequent to the pre-grievance meeting, at the STEP of the grievance process appropriate to those levels.

**ARTICLE VIII**

**NON-INTERRUPTION OF WORK**

During the term of this Agreement and in return for the terms and conditions set forth in this Agreement, neither the Association nor any faculty member covered by this Agreement shall instigate, promote, support, engage in, or condone any strike, slowdown, concerted stoppage of work or any other similar intentional concerted interruption of operations of South Suburban College.

The Board agrees it will not bring any action for damages against the Association for any strike, slowdown, concerted stoppage of work or any other similar intentional concerted interruption of operations of South Suburban College which the Association does not instigate, promote, support, engage in, or condone.
ARTICLE IX
EMPLOYMENT AND TENURE

SECTION 9.1
Before a full-time bargaining unit position covered by this Agreement is filled, it shall be advertised to faculty members before it is advertised to persons not covered by this Agreement. If a full-time administrative position is advertised, it shall be advertised to faculty members at the same time that it is advertised generally. Notices for full-time positions covered by this Agreement shall include the necessary qualifications, duties, and salary schedule for the position. Nothing herein shall be construed to (1) require the Board to fill any such positions, or (2) require an individual who applies for a position to accept such position if it is proffered.

SECTION 9.2
Each department shall form a committee, as described in Section 6.2 D, of faculty members to assist in the interviewing of applicants for positions covered by this Agreement.

Faculty members participating in interviewing an applicant shall complete an evaluation form designed by the Committee for each candidate interviewed. This form shall be utilized to assist the appropriate Vice President in the evaluation. The actual written recommendation of a candidate to be tendered an employment contract shall be prepared by the appropriate Dean in whose area the position is to be filled and forwarded by such person, along with the written evaluation of each faculty member who participates in the interview, to the appropriate Vice President. The Human Resources Department or a designee thereof shall conduct a background check on all candidates forwarded to the Vice-Presidents. Currently employed faculty shall not be subject to any additional background check beyond that which was conducted at the time they were originally hired, unless extraordinary circumstances arise which warrant such additional investigatory actions. The Administration shall consult with the Faculty Association prior to the commencement of such action.

Additionally, such written recommendations and written evaluations shall be forwarded to the Board as to any applicant submitted to the Board for consideration for hire.
SECTION 9.3  

A criminal background investigation shall be completed for all newly-hired faculty members. Criminal background investigations shall also be completed for current faculty members when the faculty member is a final candidate for a transfer to another department or division of South Suburban College and as may be required by third parties pursuant to contractual obligations of the College. Except in the event of a departmental transfer, only extraordinary circumstances, as determined following consultation between the Administration and the Faculty Association, shall warrant any background investigations for currently employed faculty members.

The results of the criminal background investigation shall be reviewed by the Dean of the hiring area, in consultation with the Vice President of Academic Services. In the event the criminal background investigation results in a positive finding of a criminal conviction, the College President, the College Attorney, the South Suburban College Faculty Association President and the South Suburban College Faculty Association Attorney shall review the findings and agree upon a course of action. This determination shall be final and shall not give rise to a grievance between the College and the South Suburban College Faculty Association.

SECTION 9.4  

Any full-time faculty member who has been employed by the Board for a period of three (3) full consecutive school years shall enter upon tenure unless dismissed as hereinafter provided. Such employment shall have been on a full-time basis. Said three (3) years shall also mean six (6) consecutive semesters of full-time employment as a faculty member. Such full-time faculty member may be granted tenure at the sole discretion of the Board at the beginning of the fourth (4th) year of consecutive full-time employment, upon the recommendation of the President of the College.
SECTION 9.5

The Board may, at its sole option, extend such
PROBATIONARY EXTENSION three (3) year period for one (1) additional full
school year by giving the faculty member notice not
later than seventy-five (75) days before the end of the school year or term during the school year or term
immediately preceding the school year or term in which tenure would otherwise be conferred. Such notice
must state the corrective actions which the faculty member should take to satisfactorily complete service
requirements for tenure. The specific reasons for the one (1) year extension shall be confidential but shall
be issued to the faculty member upon request.

SECTION 9.6

Not less than seventy-five (75) days prior to the
TENURE NOTICES conclusion of the third (3rd) or fourth (4th)
consecutive years of continuous full time
employment at the College, the President or appointed designee shall, by registered mail, notify the
affected full-time faculty member as follows:

A. that the faculty member is being recommended for tenure to commence at the beginning
of the next consecutive year of continuous full-time employment with the College, or,

B. that the contract of the faculty member is not being renewed; or

C. that the faculty member is being reappointed as a probationary College faculty member
and that such contract is being renewed on that basis only.

No full-time faculty member shall be reappointed as a probationary College faculty member for more than
one (1) consecutive year after having completed three (3) consecutive years of full-time employment at the
College.
SECTION 9.7

For the purposes of the determination of the attainment of tenure at the College, only full-time employment as a faculty member paid on the faculty salary schedule shall be calculated in such determination, regardless of the source of funding for such positions.

Positions of employment not paid for on the faculty salary schedule or having less than a majority of the work assigned thereto being bargaining unit work shall not be considered in the determination of the attainment of tenure. Persons at the time of their hiring, shall be informed as to whether or not their employment is considered on the tenure track.

Employees hired to perform services in the following departments or areas of the College shall not be considered to be faculty members or employees on the tenure track and shall not be capable of the attainment of tenure as a consequence of their service therein:

A. Community Service Faculty (employees)
B. Continuing Education Faculty (employees)
C. Business and Career Skills Center (faculty/employees)
D. Workforce Investment Act
E. Community Economic Development Association
F. All similar agencies and programs

This SECTION shall not be implemented to reduce the size of the existing bargaining unit or to reduce existing bargaining unit work.
SECTION 9.8

Tenured faculty members are subject to dismissal for just cause which shall include:

TERMINATION OF TENURED FACULTY MEMBERS

A. Serious neglect of professional duties;

B. Moral turpitude which adversely affects the College or the faculty member's performance of duties and responsibilities;

C. Serious insubordination;

D. A permanent physical or mental condition which incapacitates the faculty member and prevents said member from instructing or associating with students.

SECTION 9.9

If a dismissal of a tenured faculty member is sought for cause, the Board shall observe the following procedures:

DISMISSAL FOR CAUSE

A. The President shall recommend dismissal of a tenured faculty member, for cause, to the Board. Thereupon, the Board must first approve a motion by a majority vote of all its members. The specific charges for dismissal shall be confidential but shall be issued to the tenured faculty member upon request.

B. The Board decision shall be final unless the tenured faculty member, within ten (10) days, requests, in writing of the Board, that a hearing be scheduled. If a faculty member, within ten (10) days requests in writing that a hearing be scheduled, the Board shall schedule such hearing on those charges before a disinterested hearing officer on a date no less than forty-five (45) days, nor more than seventy (70) days after the adoption of the motion.

C. The hearing officer shall be selected from a list of five (5) qualified arbitrators provided by a nationally recognized arbitration organization or by a method mutually agreed upon by the Board and the Association. Within ten (10) calendar days after the faculty member receives the notice of hearing, either the Board and the faculty member mutually or the faculty member alone shall request the list of qualified hearing officers from the Federal Mediation and Conciliation Service. Within five (5) days from receipt of the list, the Board and the faculty member, or their legal representatives, shall alternately strike one name from the list until one name remains. The faculty member shall make the first strike.

D. Notice of such charges shall be served upon the tenured faculty member at least twenty-one (21) days before the hearing date. Such notice shall contain a bill of particulars.

E. The hearing shall be public at the request of either the tenured faculty member or the Board. The tenured faculty member has the privilege of being present at the hearing with counsel and of cross-examining witnesses and may offer evidence and witnesses and present defenses to the charges.
F. The hearing officer, upon request by either party, may issue subpoenas requiring the attendance of witnesses and production of documents. All testimony at the hearing shall be taken under oath administered by the hearing officer.

G. The hearing officer shall cause a record of proceedings to be kept and the Board shall employ a competent reporter to take stenographic or stenotype notes of all testimony. The costs of the reporter's attendance and services at the hearing and all other costs of the hearing shall be borne equally by the Board and the tenured faculty member. Either party desiring a transcript of the hearing shall pay the cost thereof.

H. Suspension of a tenured faculty member, following commencement of formal dismissal proceedings, may be imposed only if, in the judgment of the President, it is warranted. Such suspension shall be with pay and shall not be considered prejudicial to the member's case.

I. The hearing officer shall, with reasonable dispatch, make a decision as to whether or not the tenured faculty member shall be dismissed and shall give a copy of the decision to both the tenured faculty member and the Board. The decision of the hearing officer shall be final and binding, with rights to redress in appropriate courts of jurisdiction being preserved to the parties.

SECTION 9.10

NON-RENEWAL OR TERMINATION OF NON-TENURED FACULTY

The Board shall have the authority to renew or not to renew the awarding of a contract of a faculty member who has not been granted tenure by the Board. If the Board does not renew the contract of such a faculty member, the reason or reasons shall be held confidential but shall be communicated, in writing, to the faculty member not less than seventy-five (75) days prior to the conclusion of the academic year or term, if the faculty member requests it in writing. Such reasons shall include, but not be limited to, a decrease or insufficiency in enrollment within the area wherein the faculty member was hired to teach.

Termination during the contract term shall occur only if there is a breach of contract sufficient to legally justify termination. If the Board terminates a contract during its term, the non-tenured faculty member shall retain whatever remedies, if any, that may be available under law.

SECTION 9.11

CONTRACT ACCEPTANCE

Any non-tenured faculty member whose contract has been renewed and who does not signify, in writing, acceptance of the notice of the terms and conditions of employment within thirty (30) days following receipt of same shall be deemed to have refused said renewal.
SECTION 9.12

SELECTION OF PART-TIME FACULTY

Where practicable, the appropriate administrators shall allow those interested faculty members in the appropriate area to participate in the selection of part-time faculty through their participation in the interviewing of said candidates. However, in cases deemed to be an emergency and when faculty members are unavailable to participate in this process, the appropriate administrator, may, in the exercise of sole discretion, effectuate the hiring of a part-time faculty member without such faculty participation.

Faculty members who are interested in interviewing part-time faculty shall indicate their desire to do so by signing a form circulated for this purpose by the appropriate administrator at the beginning of each fall semester. Faculty members shall have access to written material dealing with the qualifications of potential part-time faculty. Authority to recommend the hiring of an individual to serve as a part-time faculty member shall rest solely with the appropriate administrator but the recommendations of the faculty members who participated in the review process shall be given great weight and serious consideration, and shall be noted for the record.
SECTION 9.13
PROCEDURES FOR FULL-TIME FACULTY EVALUATION

A. Non-Tenured Faculty Procedures For Newly Hired Faculty as of the Effective Date of this Agreement.

The purpose of evaluation of non-tenured faculty is to provide both faculty and administrators with information they need to maintain the quality of the College's educational process. Evaluation provides faculty with information that can be used in maintaining or improving their teaching. It also provides administrators with information that can be used to recommend a non-tenured faculty member for continued employment or tenure. The evaluation procedure for non-tenured faculty consists of the following:

1. First and Second Year Faculty Member

   a. Selection of the Evaluation Committee - A committee shall make a recommendation to the Board of Trustees to grant or not grant tenure to a non-tenured faculty member. The committee shall be composed of four (4) members: the appropriate administrator, the department chairperson (where feasible) and two (2) tenured faculty members. The non-tenured faculty member shall choose one of the two faculty members from the appropriate department to serve on the committee. The other faculty member shall be chosen by lot from faculty within the appropriate discipline of the department if at all possible.

   b. Planning Conference - A planning conference between the faculty member and the members of the evaluation committee will be held within the first six (6) weeks of the first semester of employment. The intent of the conference is to familiarize the faculty member and the committee with the evaluation procedures and to discuss the implementation of the procedures.

   c. First Semester Evaluation - The evaluation committee shall submit:

      • Student/course evaluations
      • Administrative class visitation and observation
      • Faculty committee member class visitations and observations

   d. Portfolio: A non-tenured faculty member will develop and submit to the committee a portfolio consisting of:

      • Course syllabi
      • Unit (yearly) and final examinations (second and third year)
      • Professional development activities
      • Statement on non-teaching activities and service
      • Self evaluation, and
      • Any relevant materials that the faculty member wishes to submit to the evaluation committee
By the fourteenth week of the semester, the evaluation committee will meet with the faculty member to discuss performance, review portfolio materials and make appropriate recommendations. Within ten (10) working days of the meeting, a written evaluation will be given to the faculty member, signed by the members of the committee and placed in the faculty member's personnel file.

e. Administrator Recommendation - No later than the fourth week of the second semester of employment the appropriate administrator, forwards to the appropriate Vice President, a formal written recommendation concerning continued employment. The recommendation will include copies of the evaluation committee's report.

f. Vice-President's Recommendation - The appropriate vice president makes a recommendation to the Board concerning continued employment of the faculty member in accordance with the requirements of the Faculty Association agreement. A copy of the Vice President's recommendation shall be given to the faculty member at this time.

g. Board of Trustees Action - The Board shall have the authority to renew or not to renew the contract of a faculty member who has not been granted tenure by the Board. If the Board does not renew the contract of such a faculty member, the reason or reasons shall be held confidential but shall be communicated, in writing, to the faculty member not less than seventy-five (75) days prior to the conclusion of the academic year or term, if the faculty member requests it in writing.

2. Third Year Faculty Member

a. Tenure Recommendation - The third year of the non-tenured faculty evaluation procedure is the same as the first and second year procedures except that the appropriate administrator forwards to the appropriate Vice President a formal written recommendation concerning tenure. The appropriate administrator may recommend that the non-tenured faculty member continue employment for one (1) additional probationary year, but the corrective actions the non-tenured faculty member must take during the additional probationary year, must be clearly specified in writing.

b. Board of Trustees Action - Not less than seventy-five (75) days prior to the conclusion of the third (3rd) or fourth (4th) consecutive years of continuous full time employment at the College, the President or appointed designee shall, by registered mail, notify the affected faculty member as follows:

1. that the faculty member is being recommended for tenure to commence at the beginning of the next consecutive year of continuous full-time employment with the College; or

2. that the contract of the faculty member is not being renewed; or

3. that the faculty member is being reappointed as a probationary faculty member and that such contract is being renewed on that basis only. Such notice must state the corrective actions which the faculty member should take to satisfactorily complete service requirements for tenure. The specific reasons for the one (1) year extension shall be confidential but shall be issued to the faculty member upon request.

No faculty member shall be appointed as a probationary faculty member for more than one (1) year after having completed three (3) consecutive years of full-time employment at the College.
If the beginning date of employment for a non-tenured faculty member does not occur at the beginning of the fall semester, dates in the evaluation procedure shall be adjusted appropriately.

Upon granting of tenure, all portfolio materials shall be returned to the faculty member.

B. **Tenured Faculty Procedures** - The purpose of evaluation of tenured faculty is to provide information for the faculty member in order to recognize quality instruction as well as provide possible suggestions for improvement. Each faculty member establishes his/her own program for self-evaluation. A three-year cycle of self-evaluation begins in the first year following the granting of tenure to a faculty member. The first year consists of developing a plan for self-evaluation and discussing the plan with the appropriate Vice President or designee. During the second year the plan is implemented. The third and final year of the cycle is for evaluating the procedures and results of the plan. The evaluation cycle then begins again.

1. **The Evaluation Plan** - The plan will be submitted in writing to the appropriate Vice President or designee during the first year of the cycle. The written plan should indicate which input components have been selected for the evaluation cycle and statements concerning the faculty member's contributions to the educational goals of the College and the member's professional goals. Results of the implementation and evaluation processes will be shared with the appropriate Vice President or designee. The input components of the plan may be selected from the following:
   a. Peer observation of teaching
   b. Administrative observation of teaching
   c. Student evaluations
   d. Formal self-evaluation
   e. Self and/or peer review of course methods and materials
   f. Correspondence for instructional improvement
   g. Other processes appropriate for the discipline

2. **Progressive Remediation of a Tenured Faculty Member** - Tenured faculty may be subject to remediation procedures, including the same evaluation procedures as non-tenured faculty if there is sufficient evidence that the just cause for such an evaluation is based on the following:
   a. Serious neglect of professional duties.
   b. Moral turpitude which adversely affects the College or the faculty member's performance of duties and responsibilities.
   c. Serious insubordination.
   d. A permanent physical or mental condition which incapacitates the faculty member and prevents said member from instructing or associating with students.
3. **Procedure for Tenured Faculty Reevaluation and/or Remediation** - It is the responsibility of the administrator to whom the faculty member directly reports to provide evidence that there is just cause for a tenured faculty member's reevaluation and/or remediation. Circumstances that could contribute to the administrator's recommendation for reevaluation and/or remediation could be as a result of the following:

a. Written student complaints;

b. Written request from two or more full-time faculty; and/or

c. Any other evidence that the administrator determines is evidence of just cause for reevaluation.

d. In the event the administrator to whom the faculty member directly reports determines that, based on the above criteria, there is sufficient evidence for reevaluation and/or remediation of a tenured faculty member, the following initial remediation procedure will be implemented:

(1) An oral warning shall be given to the faculty member. A form detailing the oral warning shall be placed in the faculty member’s personnel file. A copy of the form detailing the oral warning shall also be delivered the South Suburban College Faculty Association President.

(a) The faculty member shall have the right to place a rebuttal statement in the personnel file.

(b) After a period of one (1) year with no further incidents related to the incident which produced the oral warning, at the request of the faculty member, the oral warning form and rebuttal statement shall be removed from the faculty member’s personnel file.

(2) In the event the above referenced oral warning does not remediate the identified problem within the one (1) year time frame referenced above AND a majority of (1) an appropriate administrator designated by the President of the College; (2) the South Suburban College Faculty Association President; and (3) the South Suburban College Faculty Association Grievance Chair agree that additional remediation of the tenured faculty member is required, the following continuing remediation procedure will be implemented:

(a) A written warning that (1) specifically identifies the problem; (2) identifies the course or courses of action required to remediate the problem; and (3) identifies the consequence of non-compliance or failure to remediate the problem shall be given to the faculty member. A copy of the written warning shall be placed in the faculty member’s personnel file. A copy of the written warning shall also be delivered the South Suburban College Faculty Association President.

(b) The faculty member shall have the right to place a written rebuttal statement in the personnel file.

(3) After a period of two (2) years (beginning on the date of the written warning) with no further incidents related to the incident which produced the written warning, at the request of the faculty member, the written warning and rebuttal statement (if any) shall be removed from the faculty member’s personnel file.
(4) However, notwithstanding anything to the contrary, if the President of the College determines that the alleged behavior of the faculty member is egregious in nature and there is sufficient evidence to forego oral and/or written warnings and proceed directly to the reevaluation process of a tenured faculty member, the below procedures starting with paragraph (3) (e) (1) will be implemented.

e. In the event the President determines the alleged behavior is egregious in nature or above initial remediation steps fail to correct the identified problem and the administrator to whom the faculty member directly reports determines that there is sufficient evidence to continue the reevaluation process of a tenured faculty member, the following procedures will be implemented:

(1) Based on the type of evidence gathered, the administrator determines if a peer review committee is an appropriate action.

(2) If a peer review committee is deemed appropriate after meeting with the faculty member or at the faculty member's request, the committee will consist of the following:

(a) Two (2) administrators including the administrator to whom the faculty member directly reports and the Dean or Vice President to whom the administrator reports.

(b) Three (3) tenured faculty members from the College selected by lot from those faculty in the College that have not requested the reevaluation. Faculty members selected must serve on the committee except for extenuating circumstances.

4. **Function of the Peer Review Committee** - The function of the Peer Review Committee is to review the evidence that initiated the formation of the Committee (including any written warnings) and make recommendations to the appropriate Vice President. The recommendations may include, but are not limited to, no action be taken, remediation, or dismissal. For matters relating to classroom duties the Committee may recommend reevaluation using the Non-Tenured Faculty procedures. If continuing remediation is recommended, then the detail of the continuing remediation plan shall be specified in writing. A copy of the Committee's recommendations shall be given to the faculty member. The Committee shall accomplish its tasks in a timely manner within the guidelines of applicable law and the Faculty Association Agreement.
ARTICLE X

SENIORITY

SECTION 10.1 The seniority of faculty members covered by this

DEFINITION OF SENIORITY Agreement shall be based on the date of beginning

continuous full-time employment as an instructor

with Thornton Township High School, District 205, if hired before the 1968-69 college year or with the
Board of Community College District 510, whichever is earlier, provided that any faculty member hired
after the 1967-68 college year from Thornton Township High School District 205 will qualify for seniority
from the date of beginning continuous full-time employment as a faculty member with the Board of
Community College District 510.

For seniority purposes only, the commencement date of full-time employment shall be the date of the
action of the Board in approving a contract of employment. Conflicts of seniority among faculty members
with the same beginning date of continuous full-time employment shall be resolved on this basis. If there is
still a conflict, seniority shall then be resolved on the basis of the earliest date that the faculty member
signed the initial contract of full-time employment. In the event that there still is a conflict, it shall then be
resolved by lot.

The seniority of a faculty member teaching in one or more disciplines within a division or divisions prior to
the reorganization of 1989-90 shall in no way be affected or weakened by the 1989-90 reorganization.
SECTION 10.2

DETERMINATION OF QUALIFICATIONS TO TEACH

It shall be the responsibility of the administration and faculty periodically to review and establish criteria used to determine qualifications to teach college credit courses. A listing of specific course qualifications and requirements shall be developed by the administration and faculty, acting through the Vice President of Academic Services, All appropriate administrators and up to three (3) faculty members from each department. In those course areas where no full-time faculty member is available, the appropriate administrator may elect to obtain appropriate input from part-time faculty. In developing the specific criteria used to determine qualifications to teach, each of the following shall be considered:

A. Whether teaching experience in the specific course or in the particular field in question at the college level is necessary, and if so, how much;

B. Graduate degrees or graduate work in the course area or in the particular field in question for baccalaureate-oriented programs; however, in exceptional cases, upon recommendation of the instructional staff in the academic area, eighteen (18) hours or more of related undergraduate credit in the subject area shall also be considered. Graduate degrees, graduate work, or where applicable, an undergraduate major in the specific course area or in the particular field in question for occupational-oriented programs (including high school level courses). In all instances, specific courses which, if completed, help establish an individual's qualification to teach shall be identified; and

C. Where applicable, relevant outside work experience in the specific course area or in the particular field in question.

Once a listing of specific criteria for teaching in particular course areas has been developed, it shall be submitted to the department as a whole for consideration and approval. Criteria shall then be placed on file in the office of the Vice President of Academic Services and shall be used by the administration in determining an individual's qualifications to teach in particular course area(s).

D. A full-time faculty member who has successfully taught a course at SSC shall be considered qualified to teach that course as long as current HLC requirements are met.
SECTION 10.3

The scheduling of regular academic courses and assignments of qualified faculty members by the Vice President of Academic Services, as determined by the provisions of SECTION 10.2 hereof, covered by this Agreement during the academic year shall be made on the following basis:

A. Qualifications of the faculty member as determined in accordance with the criteria set forth herein; and

B. In accordance with the written procedure adopted by the department, subject to the continuing approval of the Vice President of Academic Services, for the assignment of courses within the overall class schedule. Periodically, departments must submit a written plan or updated procedure for the assignment of base load and overload as needed.

Consistent with the foregoing and insofar as practicable, including availability of classrooms, the wishes of faculty members made known in writing at least two (2) weeks in advance of the scheduling process within the master schedule shall be taken into account. However, at least three (3) weeks in advance of scheduling, the Vice President of Academic Services shall notify the individual affected faculty members, in writing, of the date upon which the master schedule will be finalized. No classes shall be regularly scheduled on Sundays.
SECTION 10.4

EXTRA WORK/OVERLOAD OPPORTUNITIES

Overload assignments shall be limited to nine (9) che’s per semester or one class beyond 20 che’s per semester in the academic year. Approval to teach more than nine (9) che’s in a semester shall be determined by mutual agreement of the Vice President of Academic Services and the Department Chair. Opportunities for overload counseling duties generally should not exceed one (1) three (3) hour session each week of the semester during the academic year.

SECTION 10.5

EQUAL OPPORTUNITY

Opportunities for extra work (overload and summer school) shall be distributed as equally as practicable among faculty members determined to be qualified in accordance with criteria set forth within a department (including Counseling) and approved by the Vice President of Academic Services.

SECTION 10.6

ROTATION PROCEDURE

In considering those faculty eligible for overload to teach a particular course, rotation shall start with the senior qualified member in the Department. Thereafter, each qualified faculty member shall be afforded an opportunity for overload (including summer) until such time as all qualified faculty within a department have been given such opportunity; then the rotation system shall be repeated and shall commence with the senior qualified faculty member within the department.

Faculty members whose majority full-time assignment is not within the department shall not be included in the rotation. Continuing separate rotation plans for the academic year, and for the Summer sessions, shall be maintained by the appropriate administrator for the term of this Agreement. Adequate records of overload opportunities and assignment shall be maintained by the appropriate administrator and shall be made available to faculty members within each department.
SECTION 10.7  Faculty members who are utilizing any form of extended leave permitted under the terms of this Agreement (e.g., sabbatical leave) shall not be eligible for overload opportunities during the semester(s) in which they are utilizing leave and shall forfeit their placement in the department's rotation scheme during such leave.

However, faculty members on a one (1) year leave of absence as provided for in SECTION 10.11 (1), shall be permitted to teach overload and summer courses in accordance with SECTION 10.6 hereof.

SECTION 10.8  If it is established that a faculty member did not receive a fair share of the extra work opportunities offered to faculty members covered by this Agreement within the faculty member's applicable rotation scheme, said faculty member shall have preference for future extra work opportunities until reasonable balance is recreated.

Faculty members will get first consideration for additional service employment.

SECTION 10.10  Pursuant to law, the sole discretion to effectuate layoffs of faculty members for the purposes of effectuating a reduction in teaching faculty at the College rests with the Board of Trustees. In considering the necessity to effectuate such reductions, primary consideration shall be given to decreases in enrollment, the financial condition of the College and the desirability or necessity to discontinue some particular type of teaching service or program. In all cases, the Board and the Administration shall refrain from reaching such determinations in an arbitrary or capricious manner.
SECTION 10.11

LAYOFF DETERMINATION

The Board and the Association agree that all reasonable efforts to avoid the layoff of faculty members shall be evaluated and utilized prior to actual layoffs and, the Board and the Association both agree that it is in the best interests of the College, its student body and the professionalism attendant thereto to retain experienced faculty members. However, in such cases as the Board determines that layoffs of faculty members are required, the following steps shall be strictly adhered to in the formulation and ultimate determination of the need for faculty layoffs:

A. In October of each year the administration shall review enrollment and the financial condition of the College and make a preliminary determination as to the need for and, if needed, the number of faculty layoffs to be recommended. The President and selected administrative staff, appropriate to the consideration of the possible layoffs, shall meet with a committee designated by the Faculty Association, consisting of no more than five (5) members of its selection, to receive the input of such committee and to consider those suggestions of the Association as might be relevant to the consideration of the proposed layoffs.

B. The administration shall make its preliminary report to the Board at its regularly scheduled meeting in the month of November of each year.

C. The Board shall meet and review the recommendations and advise the President of its preliminary findings and determinations as to necessity for layoffs.

D. The President shall meet with the Association to discuss whatever further suggestions the Association might have concerning the avoidance of possible layoffs. This meeting shall take place not more than five (5) days after the date of the Board meeting provided for in Subsection C above.

E. The President shall, within five (5) days after the Board meeting provided for in Subsection C above, convene a committee or series of committees, relevant to the affected department(s) to promptly study the facts and circumstances surrounding the proposed layoffs. The committee(s) shall consist of the appropriate department heads, appropriate administrators, and faculty association members from each department comprising a membership of no less than seventy-five percent (75%) of each committee, said faculty members to be elected by the faculty members of each affected department.

Such committee or committees shall promptly review all pertinent data and report back to the President of the College not less than five (5) calendar days prior to the date of the December Board meeting. The review of the committee shall consider all pertinent data which shall include, but not be limited to, current and projected College enrollments, current and projected course enrollment, courses taught by part-time faculty members, overload assignments and the seniority and qualifications of all affected faculty members.

As defined herein, affected departments shall mean programs identified by the President of the college as susceptible to reduction in full-time faculty members.

Such report shall be transmitted to the President and shall be transmitted by the President to the Board for its consideration by it at its December meeting.
The Association President or an appropriate designee shall have the prerogative of addressing the Board at such meeting with respect to such report.

F. The President shall report the results of the meeting with the Association to the Board at the December Board meeting. The Board shall either take action to effectuate any needed layoffs or shall postpone such action to either a specially convened meeting for that purpose or for the next regularly scheduled board meeting, at which final action shall be taken with directions to the President to effectuate such layoffs as are required. Such determination by the Board shall not be unreasonable.

G. The President, upon the advice and consultation of the Vice President of Academic Services and the appropriate administrators shall take all such steps as are required to eliminate part-time or overload assignments in which the affected faculty member is determined to be qualified to teach in an effort, thereby, to provide the affected faculty member with a normal full-time load.

H. The President shall, on behalf of the Board, grant, on an emergency basis, a sabbatical leave to any faculty member eligible therefore who is subject to layoff as provided for herein. The compensation for such sabbatical leave shall be the same as provided for in SECTION 5.4 of this Agreement.

Upon the presentation of proper receipts, the faculty member shall be reimbursed the cost of tuition and fees for those courses of instruction undertaken by the affected faculty member as will retrain that faculty member in those areas and disciplines needed to qualify to render services in those areas of need at the College where there are sufficient hours of work available. If at all possible, the affected faculty member will undertake such retraining during the spring and summer terms of the year.

The determination as to those subjects and disciplines to be undertaken by the affected faculty member shall be made after full consultation with the appropriate administrators. In such consultations, the primary concern thereof and the primary concern of such a sabbatical leave shall be the proposed continued employment of the faculty member at the College. If the faculty member either rejects or is ineligible for such sabbatical, then that faculty member shall qualify for a leave of absence as provided for in Paragraph 1 below.

I. The President shall then notify the Association and the affected faculty member of the necessity of layoff as to that person. Within fifteen (15) days after such notification the affected faculty member may apply for a one (1) year leave of absence without pay.

If such application is made, such affected faculty member will, in fact, be granted a one (1) year leave of absence without pay. Further, in the succeeding year, the layoff procedures set forth herein shall be applicable to such affected faculty members.
SECTION 10.12

LAYOFF NOTICE PROVISIONS

After the completion of the procedures provided for in SECTION 10.11 above, the Board shall serve notice upon the affected faculty member as follows:

A. The affected faculty members shall receive written notice by registered mail not later than seventy-five (75) days prior to the end of the preceding school year.

B. The written notice shall include a statement of honorable layoff and the reason therefor.

C. Layoffs shall be carried out so that the employment of no tenured faculty member may be terminated under the provisions of this SECTION and applicable law while any probationary faculty member, or any other employee with less seniority, is retained to render a service which the tenured employee is competent to render.

D. The order of layoff shall be in reverse order of seniority, provided that probationary faculty members shall be laid off before faculty members who have been granted tenure; and provided further that the faculty members remaining have been determined to be qualified to perform the work available. Conflicts of seniority shall be resolved in accordance with SECTION 10.1 of this Article.

E. The order of recall within each area shall be in reverse order of layoff, provided the faculty member is determined to be competent to render a service in accordance with SECTION 10.2 of this ARTICLE to perform the work available and needed at the College.

F. For the period of twenty-four (24) months from the beginning of the school year for which the faculty member was dismissed, any faculty member shall have the preferred right to reappointment to a position entailing services which the faculty member is competent to render prior to the appointment of any new faculty member; provided that no non-tenured faculty member or other employee with less seniority shall be employed to render a service which a tenured faculty member is competent to render.

SECTION 10.13

A faculty member's seniority shall be terminated upon the occurrence of any of the following events:

A. The resignation of a faculty member;

B. A faculty member is terminated in accordance with the provisions of this Agreement;

C. The retirement of a faculty member;

D. A faculty member is laid off for a period of time equal to three (3) years or the length of time of the faculty member's full-time employment by the College, whichever is less;

E. A faculty member fails to respond to notification of recall within two (2) weeks after receipt of such notification. Notification of recall of a faculty member shall be by registered mail addressed to the most recent address provided by the faculty member on file in the Human Resources office. It shall be the responsibility of the faculty members laid off to advise the Director of Human Resources in writing of their latest address;

F. A faculty member fails to return from an approved leave of absence at its expiration.
SECTION 10.14
ACCUMULATION OF
FACULTY SENIORITY

Administrators do not accumulate faculty seniority during periods of administrative service.

ARTICLE XI
COMPENSATION

SECTION 11.1
SALARY SCHEDULES

The Salary Schedule attached hereto as Appendix A-1, Appendix A-2, Appendix A-3, and Appendix A-4 shall be in effect for the following academic years:

- Appendix A-1 2016-2017 Salary Schedule
- Appendix A-2 2017-2018 Salary Schedule
- Appendix A-3 2018-2019 Salary Schedule
- Appendix A-4 2019-2020 Salary Schedule

For the 2017 fall semester, all eligible faculty who qualify for step movement shall advance one (1) vertical step. An eligible faculty member is defined as a faculty member with at least one (1) semester of full-time service at South Suburban College who has not reached Step 19. A faculty member shall not advance more than one (1) vertical step in the 2017-2018 academic year. Faculty who qualify for a horizontal lane change shall be moved to the appropriate lane. Faculty currently at Step 19 shall receive an increase in their base salary of three thousand four hundred dollars ($3400.00) above their 2016-2017 academic year base salary. Base salary for faculty who begin the year at Step 19 shall be equal to the previous year’s base salary plus three thousand four hundred dollars ($3400.00).

For the 2018 fall semester, all eligible faculty who qualify for step movement shall advance one (1) vertical step. An eligible faculty member is defined as a faculty member with at least one (1) semester of full-time service at South Suburban College who has not reached Step 19. A faculty member shall not advance more than one (1) vertical step in the 2018-2019 academic year. Faculty who qualify for a horizontal lane change shall be moved to the appropriate lane. Faculty currently at Step 19 shall receive an increase in their base salary of three thousand four hundred dollars
($3400.00) above their 2017-2018 academic year base salary. Base salary for faculty who begin the year at Step 19 shall be equal to the previous year’s base salary plus three thousand four hundred dollars ($3400.00).

For the 2019 fall semester, all eligible faculty who qualify for step movement shall advance one (1) vertical step. An eligible faculty member is defined as a faculty member with at least one (1) semester of full-time service at South Suburban College who has not reached Step 19. A faculty member shall not advance more than one (1) vertical step in the 2019-2020 academic year. Faculty who qualify for a horizontal lane change shall be moved to the appropriate lane. Faculty currently at Step 19 shall receive an increase in their base salary of three thousand four hundred dollars ($3400.00) above their 2018-2019 academic year base salary. Base salary for faculty who begin the year at Step 19 shall be equal to the previous year’s base salary plus three thousand four hundred dollars ($3400.00).

SECTION 11.2

The Salary Schedule for Overload, attached hereto as ADDITIONAL SERVICES/OVERLOAD Appendix B-1, shall be in effect for the term of this Agreement. Faculty eligible to move vertically shall be allowed to move one (1) step in each year of the Agreement.

When sufficient written notice is given to the appropriate financial officer, faculty members will be given such options regarding the method of payment for additional services as are permitted under the rules and regulations promulgated by the Internal Revenue Service and the Illinois Wage Payment Law.

SECTION 11.3

Salary for the summer sessions for faculty members covered by this Agreement shall be computed as follows:

A. Faculty members teaching in the regularly scheduled summer sessions shall be salaried on the basis of the Summer Salary Schedule, attached hereto as Appendix B-2;

B. Counselors and other non-instructional personnel shall be salaried on the basis of 80% of 1/36 of the base salary in effect for the applicable academic year per week of summer employment.
The provisions of ARTICLE XI of this Agreement shall apply to summer sessions. Additionally, the following provisions shall also apply:

A. The maximum summer load shall be twelve (12) CHE's. Faculty members who teach summer school courses shall be paid according to the Summer School Pay Schedule (Appendix B-2). Faculty members have the option of teaching up to an additional three (3) CHE's at the highest adjunct faculty rate.

B. SECTION 10.6 of this Agreement shall apply for the purpose of assigning summer load.

C. Placement on the Salary Schedule for B-1 and B-2 Overload/Additional Services and Summer Schedule is limited to eleven (11) steps.

SECTION 11.4  

SUBSTITUTE TEACHER SALARY

If a faculty member covered by this Agreement teaches the class of another faculty member with the approval of the Vice President of Academic Services, said faculty member shall receive $30.00 per che for the first week that said member teaches the class; thereafter said faculty member shall be paid pro rata on the basis of the Salary Schedule for Additional Services. Ordinarily, qualified faculty members within the department shall be given first consideration for teaching on a substitute basis.

SECTION 11.5  

PLACEMENT OF FACULTY MEMBERS ON THE SALARY SCHEDULE

A. Only tenured faculty members at South Suburban College who accept appointments as administrators at South Suburban College have the privilege of re-entering the bargaining unit with incremental steps at full salary comparable to and no higher than step movement of faculty during the period of time as an administrator, taking into account any salary schedule compacting or conversion that may have taken place during time of non-faculty service. In order to continue to retain this privilege, beginning with the fall, 1991, semester, those administrators shall be required to pay a One Hundred Dollar ($100.00) annual contribution to the SSCFA Scholarship Fund.

In order to establish this intent, an affected administrator, during the first year as an administrator subsequent to July 1, 1991, must communicate the intention to retain this privilege to the President of the College within ninety (90) calendar days of the beginning of the academic year. Subsequently, if and when the administrator decides to return to faculty status, said administrator shall be required to pay an additional One Hundred Dollars ($100.00) per year of administrative service to the SSCFA Scholarship Fund to again become a faculty member in order to re-enter the bargaining unit with incremental steps at full salary comparable to faculty step movement during the time of administrative service, taking into account any salary schedule compacting or conversion that may have taken place during the time of administrative service.

Those affected administrators who, prior to becoming South Suburban College administrators, earned South Suburban College faculty tenure and who do not wish to retain annually the privilege of re-entering the bargaining unit with full faculty salary step placement credit for administrative experience may, instead, elect to utilize the provisions enumerated under Part 2 of SECTION 11.5.
B. All other employees of South Suburban College not covered by Part 1 of SECTION 11.5 (e.g., other Administrators, Support Staff, Community Education, Technical/Professional, Exempt, etc.) who can demonstrate that any previous experience is directly related to their teaching field will be credited with .75 years for each year of previous experience, rounded to the nearest whole number (.5 or above rounded to the next higher whole number, less than .5 rounded to the next lowest whole number). Placement on the salary schedule will be determined according to the previous relevant experience and according to the practice of step movement in each year's agreement and taking into account any compacting or conversion of the salary schedule.

A committee of two (2) administrators appointed by the College President and three (3) faculty members appointed by the Faculty Association President (at least one of whom shall have been a member of the search committee) will determine which previous experience will be credited toward teaching experience.

C. Employees new to South Suburban College hired as faculty members who can demonstrate that previous experience is directly related to their teaching field will be credited with .75 years for each year of previous experience, rounded to the nearest whole number (.5 or above rounded to the next higher whole number, less than .5 rounded to the next lowest whole number). Placement on the salary schedule will be determined according to the previous relevant experience and according to the practice of step movement in each year's agreement and taking into account any compacting or conversions on the salary schedule up to a maximum of seven (7) steps. A committee of two (2) administrators appointed by the College President and three (3) faculty members appointed by the Faculty Association President (at least one of whom shall have been a member of the search committee) will determine which previous experience will be credited toward teaching experience.

D. Tenured South Suburban College faculty members who wish to become administrators are encouraged to apply for vacant administrative positions. Tenured South Suburban College faculty members who apply for a vacant position will be interviewed.

E. Administrators covered by Parts 1 and 2 of SECTION 11.5 shall be allowed to exercise the privilege of returning to or becoming faculty under the following condition: That the discipline(s) in which they will teach their load has (have) sufficient available courses to provide the administrator with a full faculty load without reducing the load or overload of any current faculty member in the applicable disciplines at the time the administrator becomes a faculty member.

"Sufficient available courses" within a discipline(s) shall be determined as follows: During each of the two (2) semesters previous to an administrator entering the faculty within a given discipline(s), the number of semester hours taught by part-time instructors within that (those) discipline(s) shall be equal to or more than the full faculty load of the administrator.
SECTION 11.6

HORIZONTAL LANE CHANGE ON THE SALARY SCHEDULE

If, prior to the commencement of the fall or spring term, a faculty member covered by this Agreement submits official transcripts of approved, completed graduate hours sufficient for a horizontal lane change, said faculty member shall receive the horizontal lane change at the start of said fall or spring term. The affected faculty member and the Director of Human Resources may agree upon alternative arrangements concerning the submission of said official transcripts of approved, completed graduate hours.

SECTION 11.7

SALARY PERIODS

The existing practice of offering to faculty members covered by this Agreement the option of receiving their salary in twenty (20) bi-weekly or twenty-six (26) bi-weekly equal payments shall continue during the term of this Agreement. Paychecks may, at the option of the faculty member be picked up by the faculty member or their designee, or be mailed to the faculty member’s home. The faculty member may request that paychecks be deposited in the bank of the faculty member's choice in the Metropolitan Chicagoland area, provided that the faculty member shall fill out or otherwise provide whatever deposit slips may be necessary.

SECTION 11.8

PROFESSIONAL GROWTH UNITS

Professional growth units (PGU) can be used in lieu of required graduate study for up to forty percent (40%) of the additional credit hours required for lane movement. Faculty participating in Section 6.18 may use up to nine (9) PGU's or sixty percent (60%) for lane movement. PGU's may not be used to replace a required graduate degree.

Upon submission of the PGU Completion Form, PGU's will be awarded for eligible publications, exhibits, performances, workshops, seminars, audited courses and appropriate summer work experiences.

To be awarded PGU credit for eligible activities or publications, a PGU Completion Form must be submitted within sixty (60) calendar days after the eligible publication or activity is completed. Failure to submit the PGU Completion Form within the sixty (60) calendar day period shall result in non-acceptance and rejection of the credit sought.
A publication, exhibit, performance, etc. may count only once for PGU credit.

PGU's will be awarded for:

- Authorship or co-authorship of a book in the faculty member's subject field or a related field. The book cannot be published by a vanity press.

- Authorship or co-authorship of an article, story, or poetic work in the faculty member's subject field or a related field. The piece must appear in a refereed journal.

- Exhibit/performance/recital/directing, for faculty members in fine or performing arts. Such activities must be subject to evaluation or review by outside experts in the field, who validate that the activity has artistic merit, require substantial individual effort, and demonstrate professional competence according to the accepted standards of the discipline. Examples of qualified activities include a juried, one-person exhibit at an art gallery, or a solo performance with a recognized symphony that is reviewed by a music critic. Examples of activities that are not qualified include playing an instrument as background music at a conference or exhibiting and selling paintings at a local art fair.

- Summer work experience outside the College to upgrade skills in a field directly related to instructional assignment (i.e., Electronics Technician, etc.). For such activities, one (1) PGU can be awarded for each one eighty (80) hours of work experience to a maximum of four (4) PGU credits per summer. Unless unusual circumstances warrant such approval, PGU credit for summer employment would only be approved every other summer.

- Participation in professional workshops, seminars, non-credit courses, and audited courses (typically sixteen (16) class contact hours each one (1) PGU). Such workshops, seminars, and courses will be used in PGU credit contingent upon:
  
a. Submission of the PGU Completion Form within sixty (60) days of the conclusion of the eligible workshop, seminar, or course; and
  
b. Demonstration on the PGU Completion Form that the workshop, seminar, or course was applicable to instruction or other institutional responsibilities of the faculty member. The method of demonstration is at the discretion of the faculty member with the approval of suitability and adequacy by the appropriate administrator and Vice President. Demonstration could occur through such means as incorporation of subject matter into an existing course, development of a new course based all or in substantial part on the contents of the workshop, presentation of an in-house professional development workshop based upon the subject, or use of knowledge and skills gained through the workshop in the performance of duties.

- Editing or co-editing a book.

- Authorship or co-authorship of a chapter in a book. If the chapter comprises a new addition to an existing book that is being revised, then the chapter will be treated as if it were appearing for the first time (see section on revising a book).

In all cases of PGU credit, the content must be in the faculty member's subject area, any exceptions must have prior approval. Up to two (2) PGU's may be carried over from one lane change to the next, no additional banking of PGU units will be permitted. Faculty eligible for Section 6.18 may use a maximum of
9.0 PGU’s per lane change; all other faculty shall be limited to a maximum of 6.0 PGU’s per lane change. No banking of PGU units will be permitted; only 6.0 PGU’s will be awarded until a lane change is accomplished. PGU’s will be awarded on this scale:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>IS EQUIVALENT TO</th>
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<tbody>
<tr>
<td>Authorship of a book</td>
<td>6.00 PGU Credits</td>
</tr>
<tr>
<td>Co-authorship of a book</td>
<td>6.00 PGU Credits</td>
</tr>
<tr>
<td>Authorship of an article</td>
<td>4.00 PGU Credits</td>
</tr>
<tr>
<td>Co-authorship of an article</td>
<td>2.00 PGU Credits</td>
</tr>
<tr>
<td>Editing a book</td>
<td>4.00 PGU Credits</td>
</tr>
<tr>
<td>Co-editing a book</td>
<td>4.00 PGU Credits</td>
</tr>
<tr>
<td>Authorship of a chapter in a book</td>
<td>4.00 PGU Credits</td>
</tr>
<tr>
<td>Co-authorship of a chapter in a book</td>
<td>2.00 PGU Credits</td>
</tr>
<tr>
<td>Textbook or article review for a publisher</td>
<td>0.25 PGU Credits</td>
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<tr>
<td>Exhibit/performance, etc.</td>
<td>Up to 4.00 PGU Credits</td>
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<tr>
<td>For an individual, juried, national exhibit/performance</td>
<td>4.00 PGU Credits</td>
</tr>
<tr>
<td>For a group, juried, national exhibit/performance</td>
<td>3.00 PGU Credits</td>
</tr>
<tr>
<td>For an individual, juried, state or regional exhibit/performance</td>
<td>3.00 PGU Credits</td>
</tr>
<tr>
<td>For group, juried, state or regional exhibit/performance</td>
<td>2.00 PGU Credits</td>
</tr>
<tr>
<td>For local exhibit/performance</td>
<td>1.00 PGU Credits</td>
</tr>
<tr>
<td>Development of new courses (including honor courses)</td>
<td>1.00 PGU Credit</td>
</tr>
<tr>
<td>Learning PGU Committee approved application software for college related activities.</td>
<td>1.00 PGU Credits</td>
</tr>
<tr>
<td>Work experience in related vocational area.</td>
<td>Up to 4.0 PGU Credits</td>
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<td>For each 80 contact hours</td>
<td>Up to 4.0 PGU Credits</td>
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<tr>
<td>Officer of professional organization (maximum of 4.0 PGU per organization)</td>
<td>2.00 PGU Credits</td>
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<tr>
<td>Per calendar year for national or international</td>
<td>2.00 PGU Credits</td>
</tr>
<tr>
<td>Per calendar year for state or regional</td>
<td>1.00 PGU Credits</td>
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<tr>
<td>Per calendar year for local</td>
<td>0.50 PGU Credits</td>
</tr>
<tr>
<td>Per calendar year for 16 contact hours of work as a board member</td>
<td>1.00 PGU Credits</td>
</tr>
<tr>
<td>Participation on a visitation team for North Central or comparable accreditation organization:</td>
<td>1.00 PGU Credits</td>
</tr>
<tr>
<td>For each 16 contact hours</td>
<td>1.00 PGU Credits</td>
</tr>
<tr>
<td>Presentations at professional seminars, conferences, etc.</td>
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</tbody>
</table>
For a national/international individual presentation 4.00 PGU Credits
For national panel or co-presentation 3.00 PGU Credits
For regional or state presentation 2.00 PGU Credits
For individual local (including Faculty Forum) 1.00 PGU Credits
For Faculty Roundtable Presentations 0.50 PGU Credits

Attendance at seminars, conferences, workshops, undergraduate courses, and audited graduate courses. PGU's for attendance will be allocated at the rate of 1.00 PGU for each 16 contact hours. The following should be used to calculate PGU's. 4

<table>
<thead>
<tr>
<th>Contact Hours</th>
<th>PGU Credits</th>
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<tr>
<td>Less than 2</td>
<td>0.00</td>
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<tr>
<td>2-4</td>
<td>0.25</td>
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<td>5-8</td>
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<tr>
<td>9-12</td>
<td>0.75</td>
</tr>
<tr>
<td>13-16</td>
<td>1.00</td>
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</tbody>
</table>

1. Editing and co-editing refer to selecting articles for inclusion in a book, writing introductory and transition sections, or working with the publisher on issues affecting the publication. Editing and co-editing for alternate credit do not refer to proofreading, correction of grammar, etc.

2. Subject to ICCB and/or institutional approval, where appropriate.

3. This activity shall be limited to a maximum of 1.00 PGU per academic year.

4. Up to 4.0 PGU credit per lane change for this activity. No more than 3.0 PGU’s during fall, and spring terms. Four (4.0) PGU’s may be earned during the summer.

5. PGU’s will be awarded either for a presentation or attendance at an event whichever is greater.

SECTION 11.9

DEPARTMENT CHAIR DEVELOPMENT MONIES

Department Chairs, in addition to their released time from teaching, will also receive monies for individual development. Department Chairs will receive $250 for each year of the agreement. If individual development Monies are not expended within the fiscal year awarded, they shall expire and not be accumulated into the following fiscal year. These monies may be used towards professional development activities associated with the department chairperson’s list of duties.
ARTICLE XII

INSURANCE

SECTION 12.1 All faculty members covered by this Agreement shall participate in the employee health, medical, dental, vision, and life insurance plans provided through the College and as established by the Insurance Committee.

SECTION 12.2 Effective with the fall, 2016 semester, the Board agrees that its sole responsibility and obligation shall be to provide and fund those monies provided for and known as "FLEX DOLLARS" as designated in the Collective Bargaining Agreement for use by bargaining unit members, at their discretion, for the payment of insurance premiums for medical, dental, vision and life insurance coverage’s to the following maximums per eligible faculty member, including dependent coverage’s, if any.

A. For 2016-2017, Eleven Thousand Six Hundred Twenty Five and 00/100 Dollars ($11,625.00)
B. For 2017-2018, Twelve Thousand and 00/100 Dollars ($12,000.00)
C. For 2018-2019, Twelve Thousand Four Hundred and 00/100 Dollars ($12,400.00)
D. For 2019-2020, Twelve Thousand Eight Hundred and 00/100 Dollars ($12,800.00)

All costs above the amounts listed above for the years listed shall be borne by each faculty member. However, any of the unused portion of the monies allocated for this purpose shall be paid to the faculty member, no later than June 30th of each year, in either of the following forms:

A. A direct payment of the full amount to the faculty member; or
B. Through the purchase of, or contribution to, a tax sheltered annuity selected by the employee from among those offered by the College; or
C. Any other plan approved by the Insurance Committee.
SECTION 12.3

INSURANCE PLANS AVAILABLE

The College shall participate in the insurance plans as provided for by the Insurance Committee for the duration of this Agreement.

SECTION 12.4

INSURANCE RATES

The monthly insurance rates to be charged for all covered insurance shall be determined by the Insurance Committee. In no case shall the rates be less than those set by the provider. In all cases, premiums for employee and dependent insurance shall be paid from the flexible insurance dollars described above.

SECTION 12.5

LIFE INSURANCE

The Board shall provide group term life insurance for each faculty member covered by this Agreement as hereinafter provided as part of those monies provided for in SECTION 12.2 hereof.

A. Minimum coverage provided shall be $35,000 per faculty member;
B. Maximum coverage provided shall be $50,000 per faculty member;
C. All faculty members shall receive at least the minimum coverage and shall not exceed the maximum coverage, except as provided in Subsection E hereof;
D. The determination of the coverage provided by the College to the faculty member shall be based upon the following formula:

Faculty members base salary x 1.5 = coverage (rounded to the next lowest or next highest $1,000.00 if below $500.00 or above $500.00)

E. Double indemnity coverage for accidental death;
F. Additional life insurance may be purchased by faculty members through payroll deductions in accordance with additional coverage options offered by the insurance carrier, subject to such limitations concerning the amount or the frequency of deductions as may hereinafter be agreed upon by the parties.
SECTION 12.6

JOINT INSURANCE COMMITTEE

The Insurance Committee shall be maintained for the purpose of monitoring and recommending insurance plans such as the health, medical, dental, vision, and life insurance plans for South Suburban College.

Composition of the Insurance Committee shall consist of an Administrator to be nominated by the College President, two (2) Support Staff employees to be nominated by the Support Staff Association President and three (3) faculty members to be nominated by the faculty Association President. Adequate release time shall be granted to faculty who serve on the Insurance Committee in the event that: (1) changes in a major carrier may be needed; and/or (2) a faculty member is elected chair of the Committee.

Ratification of the nominees and thus final appointment to the Committee shall be subject to the jointly agreed upon approval of the College President, the Support Staff Association President, and the Faculty Association President. The College shall provide adequate fiduciary/employee benefit liability protection to Insurance Committee members for the services they perform in conjunction with their Committee duties.

The Committee shall meet as may be required to complete the duties with which it is charged. A quorum of four (4) members shall be a requirement for the holding of any meeting, for the transaction of any business or for voting upon any issue.

It shall be the responsibility of the Insurance Committee to:

A. Review periodically the effectiveness and fiscal soundness of the insurance plans available to SSC employees;

B. Monitor the insurance plans available in an attempt to contain costs at all times while maintaining high quality plans; and

C. Make recommendations to the Board of Trustees, through the College President, no later than May 1 of each year concerning any suggested changes in the insurance plans available, benefit levels, plan design, and premium rates, provided that such Committee recommendations shall not include increases in the Board financial obligation to employees covered by either Collective Bargaining Agreement, as outlined in the Agreements.

The Committee shall have access to any and all information, which is available to the College, its insurance carriers and consultants, and is required by the Committee to complete its mission and charge as provided for herein above.
Recommendations made by the Insurance Committee shall be presented to the Board of Trustees through the College President, and upon adoption of the Committee's recommendation by the Board of Trustees, shall remain in full force and effect for the fiscal year commencing July 1 of each year.

Insurance Committee recommendations received by the Board of Trustees are subject to approval or disapproval by the Board. Any such Insurance Committee recommendations shall not be subject to the collective bargaining process or any approval by the Faculty Association Executive Board or membership. Such Committee recommendations shall not include increases in the financial obligations of the Board in regard to employees covered by any Collective Bargaining Agreement as outlined in those Agreements.

SECTION 12.7

Faculty Members who retire shall be permitted to continue their group insurance coverage for life by paying the full cost of the premium. In the event that the retiree dies before his/her spouse, the spouse may continue the group insurance coverage for life by paying the full cost of the insurance. However, in order to remain in the South Suburban College group plan, the retiree/spouse, at age 65, must register for Medicare if they are eligible, and if they are not eligible, they must buy Medicare Plan A and B. The retiree/spouse would then be eligible for Medicare Supplement through a College group plan, AARP, or a private insurance plan.

SECTION 12.8

RE-OPENING OF FRINGE BENEFIT PROVISIONS

A. Conditions

For purposes of this SECTION, "fringe benefit" shall be defined as any compensation other than direct wages that is received by an employee under the terms of this Agreement, which is financed either wholly or in part by the Employer, or by means of a salary reduction agreement between the Employer and the individual employee.

If a change in applicable federal or state statute(s) causes a previously untaxed fringe benefit to become a portion of an employee's taxable compensation, then the parties agree to re-open the Agreement for negotiation; the Agreement shall be re-opened for negotiation only to the extent necessary to deal with the specific fringe benefit(s) which have hereto fore been untaxed but which have been taxable.

B. Purpose
The parties agree that the sole purpose of re-opening portions of this Agreement for re-negotiation as described above shall be to reduce, as far as possible, any additional tax liability, which an employee might suffer as a result of the change in applicable federal or state statute(s).

SECTION 12.9

The Board shall implement and make available to faculty members an IRS SECTION 125 Salary Reduction Program to the fullest extent provided by the IRS rules and regulations for insurance premiums, eligible non-reimbursed medical expenses and dependent care expenses. All enhancements, reductions, alterations and changes hereinafter adopted by the IRS shall have a like effect on the plan provided by the Board.

A plan administrator shall be selected by the Board, after consideration and recommendation by the Joint Insurance Committee provided for in SECTION 12.6 of this Agreement, according to the procedures provided therein.

Each faculty member who elects to participate in this program shall, individually, undertake and be responsible for the payment of the enrollment, start up and monthly administrative costs of the program, in full, as to such faculty member.

This program shall be supplemental to the other insurance coverage’s contained in SECTION 12.2 of the Agreement and shall not permit the faculty member to withdraw from these basic insurance coverage’s.

SECTION 12.10

Effective at the next open enrollment period subsequent to the effective date of this agreement, all employees will annually be given the opportunity to opt out of the medical, dental and vision insurance plans provided by the College. This provision does not apply to the basic term life insurance policy offered by the College.

The employee must show proof of the new insurance coverage, such as a valid insurance card or insurance declaration, before they are permitted to opt out. Falsification of the new insurance information submitted to the College shall be subject to progressive discipline, up to and including termination. Employees that have
chosen to opt out under this provision shall be allowed to opt back into the College’s insurance plans during
the next open enrollment period.

Proof of life changing circumstances is required to be submitted to re-enter the College’s medical, dental and
vision insurance plans when it is not open enrollment time. Documentation of a life changing event such as a
marriage certificate, civil union certificate, loss of spousal coverage, birth certificate, death certificate,
divorce decree, legal separation decree or adoption papers shall be provided to the College within thirty (30)
days of the event to obtain re-entry to the plans. Falsification of life changing event information submitted to
the College shall be subject to progressive discipline, up to and including termination.

Evidence of a serious change in health circumstances shall not create a life changing event subject to the
parameters of this provision.

The entire amount of unpaid Flex Dollars from the employee(s) opting out will be placed in a Group Health
Benefit Pool to defray the cost of unmet premiums equally across all bargaining unit members who have
unmet premiums not covered by Flex Dollars. The money accrued in the Group Health Benefit Pool will
apply in the following benefit year. Recommendations as to how the Pool shall be administered and how
the money in the Group Health Benefit Pool is to be applied will be made by the Joint Insurance Committee
and will be forwarded to the Board of Trustees for approval.

ARTICLE XIII

RETIREMENT

SECTION 13.1

RETIREMENT INCENTIVE PLANS

The retirement programs provided for in this Article
shall be available to all eligible faculty members
according to the facts, circumstances and choices
unique and applicable to each such faculty member.
SECTION 13.2  Faculty members seeking retirement shall have
ELIGIBILITY attained at least ten (10) years of seniority as
defined in SECTION 10.1 of this Agreement and
shall be eligible for retirement under the provisions of the Illinois State University Retirement System
(SURS).

SECTION 13.3  Written application filings for retirement under the
APPLICATION PERIODS plans and options provided for hereinafter in
SECTION 13.4, 13.5 and 13.6 shall be established
in those sections and shall be strictly adhered to and enforced.

SECTION 13.4  For purposes of allocation for enhancement of
BASE ACADEMIC YEAR SALARY INCENTIVE
to that faculty member's base academic year salary as reflected by the member's placement on the base
salary schedule at the time of notification. Overload, summer compensation and any other compensation
earned shall not be included in the base academic year salary for purposes of this incentive.

SECTION 13.5  During the term of this Agreement, in the event the
STATE UNIVERSITY RETIREMENT SYSTEM Illinois State Legislature passes an Early Retirement
Option Incentive, the College agrees to participate in
the plan. The provisions of this SECTION shall be applicable to those faculty members who meet all the
restrictions and conditions provided for the by the State Early Retirement Option.

A. The early retirement program under the State University Retirement Systems (SURS) shall be
implemented so long as it remains in effect, provided that 100% of those faculty who are eligible
therefore shall be granted the benefits of such programs.

B. To be eligible for the State's Early Retirement Option, a faculty member must meet the eligibility
requirements of the State's Plan, and notify the President of the College of intention to participate. A
complete application for retirement annuity must be received by SURS deadline date.
SECTION 13.6

SOUTH SUBURBAN COLLEGE INCENTIVE

A. An eligible faculty member must have at least ten (10) years of seniority as defined by SECTION 10.1 of this Agreement as of July 1 of the year in which the faculty member seeks retirement.

B. An eligible faculty member must have at least ten (10) years of seniority as defined by SECTION 10.1 of this Agreement as of July 1 of the year in which the faculty member seeks retirement.

Faculty members retiring at the end of the 2016-2017 academic year shall submit an irrevocable written application to participate in the Program to the College President or designee no later than October 1, 2016.

Faculty members retiring at the end of the 2016 calendar year shall submit an irrevocable written application to participate in the Program to the College President no later than July 15, 2016.

Faculty members retiring at the end of the 2017-2018 academic year shall submit an irrevocable written application to participate in the Program to the College President or designee no later than October 1, 2017.

Faculty members retiring at the end of the 2017 calendar year shall submit an irrevocable written application to participate in the Program to the College President no later than July 15, 2017.

Faculty members retiring at the end of the 2018-2019 academic year shall submit an irrevocable written application to participate in the Program to the College President or designee no later than October 1, 2018.

Faculty members retiring at the end of the 2018 calendar year shall submit an irrevocable written application to participate in the Program to the College President no later than July 15, 2018.

Faculty members retiring at the end of the 2019-2020 academic year shall submit an irrevocable written application to participate in the Program to the College President or designee no later than October 1, 2019.

Faculty members retiring at the end of the 2019 calendar year shall submit an irrevocable written application to participate in the Program to the College President no later than July 15, 2019.

C. During the first year of retirement, the retiree shall receive an amount equal to twenty percent (20%) of the base academic year salary incentive as defined in SECTION 13.4 of this Agreement. During each succeeding year of participation in the Program, the retiree shall receive an amount equal to twenty percent (20%) of the base academic year salary incentive. Payments rendered shall be made no less often than quarterly.
D. The Plan shall terminate after five (5) years of participation therein, or upon death of the retiree, whichever shall first occur. In the event of the death of a retiree, the Board will continue payments to the designated beneficiary for the balance of the current year.

E. The compensation as calculated in SECTION 13.4 shall be reduced in the amount of any College contribution to the South Suburban College Retirement Incentive Plan.

SECTION 13.7

AGE DEFINED

As used herein, the term "AGE" shall mean the same age of the retiree as is utilized to implement benefits to the retiree pursuant to Public Act 82-435. Retirees participating in the program pursuant to this Subsection, shall also be subject to all of the other provisions of this ARTICLE.

SECTION 13.8

RETIREE INSURANCE

Participants shall be permitted to continue coverage under the group medical insurance plan of the College in accordance with SECTION 12.7. Premium payments for such coverage shall be deducted from the compensation due the retiree pursuant to SECTION 13.4 above or paid by the retiree on a timely basis, in advance, to the Human Resources Department of the College.

In the event that the State of Illinois eliminates the State of Illinois College Health Insurance Plan and substitutes no new plan in place thereof, then, in that event, current College employees may elect coverage in the College Health Plan upon their retirement. This provision shall not be applicable to permit those former retirees who were covered under the State of Illinois plan to re-enter the College plan.

Faculty retiring at the conclusion of the 2005-06 academic year and thereafter during the term of this agreement may be eligible to receive up to Eight Hundred Dollars ($800.00) per year for the purpose of supplementing the State of Illinois Community College Retiree Health Insurance premiums. To be eligible the retiree must 1) elect the State of Illinois Community College Health Insurance Plan; 2) be less than 65 years of age and 3) must register for Medicare at the age of eligibility and if not eligible for Medicare, the retiree must buy Medicare Plan A and B.

Eligible retirees shall receive an amount equal to the retiree cost for participation in the State of Illinois Community College Retiree Health Insurance Plan up to a maximum of Eight Hundred Dollars ($800.00).
SECTION 13.9

During the period of early retirement pursuant to RETIREE STATUS this SECTION, the retiree shall be deemed to be an independent contractor and not an employee of the Board. Retired faculty members hired to teach shall be compensated on Appendix B - Overload/Additional Services/Summer Schedule.

SECTION 13.10

Any and all retirement incentives mandated SURS PLAN MODIFICATIONS by SURS during the term of this Agreement shall be fully implemented as part of the SURS retirement plan provided for herein.

SECTION 13.11

Accumulated sick days as of the date of the ACCUMULATED SICK DAYS retirement of the faculty member shall not count as and for service at South Suburban College.

ARTICLE XIV

TUITION WAIVER

SECTION 14.1

The Board and the Association agree that it is in the PURPOSE interests of the College, the faculty and the general public served by the College that the level of educational attainment of the faculty members of the College, their spouses and dependents be facilitated and enhanced to the greatest degree possible. To that end, the Board agrees to the provisions of this ARTICLE XIV.
SECTION 14.2

TUITION WAIVER

All full-time faculty members covered by this Agreement, their unemancipated children and legal legal spouses residing in the same household, may enroll in courses and programs offered by the College and may be reimbursed up to an amount equal to in-district tuition, the one time application fee and the student development fee. For the purposes of this Agreement, all faculty members, their unemancipated children and legal spouses, as defined herein, shall be considered as "in-district" residents. As used herein, unemancipated children shall mean children totally dependent upon their parent(s) and living in the same household with their parents or in the household of one of the parents in the case of legal or other separation or divorce. Such reimbursement shall be effectuated by a waiver of the tuition, one time application fee and the student development fee.

SECTION 14.3

TUITION WAIVER FOR SURVIVORS

The Board agrees that if a faculty member covered by this Agreement, who worked the full academic academic year for the last five (5) continuous years dies, that faculty member's legal spouse may enroll in courses and programs offered by the College, and, unless the spouse remarries, shall be reimbursed an amount equal to in-district tuition, one time application fee and the student development fee. The spouse shall be limited to a maximum of seventy (70) semester hours and six (6) special interest courses. The deceased faculty member's unemancipated children under the age of twenty-six (26), may enroll in courses and programs offered by the College and shall be reimbursed an amount equal to in-district tuition, one time application fee and the student development fee for all courses taken up to a maximum of seventy (70) semester hours and six (6) special interest courses. Such reimbursement shall be effectuated by a waiver of the tuition, one time application fee and student development fee requirements of the College.

SECTION 14.4

DOCUMENTATION

Registration for courses as provided for in this ARTICLE are subject to the requirement that a Tuition Waiver Form be completed at the time of registration. Such forms shall be made available from the Office of Human Resources.
SECTION 14.5  
Faculty members who have attained tenure as full-time faculty are eligible for educational expense reimbursement, up to a maximum of $1250.00 per fiscal year. To be considered for educational expense reimbursement, an eligible faculty member shall submit written plans identifying the course(s) they intend to complete to the appropriate administrator prior to the start academic term in which coursework is to be completed. Expenses eligible for reimbursement include:

A. Tuition for courses completed at an institution which is accredited by one of the six Regional Accrediting Organizations recognized by the Council for Higher Education Accreditation (CHEA).

B. Fees (lab, etc.) associated with completion of said credit which, in the opinion of the administrator over the area contributes to the faculty member's professional development.

Upon completion of coursework, a faculty member shall submit an official transcript and receipts for educational expenses incurred to the Director of Human Resources. Reimbursement for educational expenses (up to a maximum of $1250.00 during the fiscal year) shall be awarded on the basis of the following formula:

A. 100% reimbursement tuition and/or fees for coursework in which a grade of "A" or "B" is earned. In the event the applicable course is graded on a pass/fail basis, a passing grade will qualify for reimbursement.

B. No reimbursement of tuition and/or fees for coursework in which a grade of "C" or below is earned.

ARTICLE XV

PRECEDENCE OF AGREEMENT

If there is any conflict between the written terms of this Agreement and the terms of an individual contract of employment, the written terms of this Agreement shall take precedence and be controlling.

If there is any conflict between the written terms of this Agreement and written Board Policies or written Board Rules and Regulations which may, from time to time, be in effect, the written terms of this Agreement shall take precedence and be controlling.
ARTICLE XVI

ENTIRE AGREEMENT

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

During the term of this Agreement, the parties mutually agree that neither shall be obligated to bargain collectively with respect to any subject, matter or agreement referred to or specifically covered in this Agreement, and, in furtherance thereof, the Board and the Association mutually and voluntarily waive their rights to such collective bargaining.

The board and the Association mutually agree that with respect to those matters which require collective bargaining under the provisions of the Illinois Educational Labor Relations Act, and not encompassed in this Agreement, no action shall be taken with regard thereto by either party without collective bargaining and agreement thereto.

With respect to all other matters not covered by this Agreement and the Illinois Educational Labor Relations Act, there shall be no requirement of collective bargaining incumbent upon the parties hereto.

The Board and the Association mutually agree that they shall not make unilateral changes in the Collective Bargaining Agreement. They further agree that they shall undertake no actions which have the effect of negating, abrogating, replacing, reducing, diminishing or limiting, in any way, employee rights, guarantees or privileges pertaining to wages, hours or other conditions of employment provided for in this Collective Bargaining Agreement and in any Illinois Statute or Statutes.
ARTICLE XVII
PAST PRACTICE

This Agreement shall supersede and negate any and all alleged conflicting past practices which may have existed or which may have been alleged to exist at the College as of the effective date of this Agreement, but only to the extent that there are provisions in this Agreement that specifically relate to that alleged past practice. The Parties agree that any practices which may arise under the provisions and during the term of this Agreement shall conform to the elements enumerated in this SECTION.

The College agrees that, upon request of the Association, it will, through its administration, meet and consult with the Association relative to any past practices pertaining to wages, hours and conditions of employment.

The Parties agree that the following four (4) requirements must exist for an alleged past practice to qualify as a bonafide, binding practice, whether under the provisions of this Agreement or at any time prior thereto:

A. The asserted past practice must be reasonably consistent;
B. The asserted past practice must be clearly stated in writing or clearly articulated in an ascertainable manner;
C. The asserted past practice shall have been acted upon;
D. The asserted past practice must be readily ascertainable over a reasonable period of time as a reasonable fixed and established practice accepted by both Parties to this Agreement.

ARTICLE XVIII
THE ASSOCIATION’S NEGOTIATING TEAM

During the Spring semester occurring immediately prior to the expiration of this Agreement or any part thereof, the Association President shall submit the names of six (6) Association negotiating team members to the Administration.
ARTICLE XIX

TERM OF AGREEMENT

This Agreement shall be effective as of 12:01 A.M. on the first Monday work day following August 1, 2016, preceding the commencement of the 2016 Fall semester and shall remain in full force and effect through the completion of the Summer 2020 term.

This Agreement constitutes a full and complete settlement of all outstanding issues between the Board and the Association.

ARTICLE XX

WRITTEN NOTICE

Any notice to be given to this Agreement shall be by certified mail, return receipt requested, and shall be completed by and at the time of said mailing. Written notice may also be served by personal delivery of such notice. Proof of such service shall only be by production of a receipted copy of such notice indicating the date of receipt and bearing the signature of a person authorized to so receive such notice.

Notice sent by the Board or the College to the Association shall be addressed as follows:

South Suburban College Faculty Association
Cook County College Teachers Union
AFT, Local 1600
208 West Kinzie
Chicago, Illinois 60610

Notice sent by the Association to the Board or the College shall be addressed as follows:

The Board of Trustees
South Suburban College
15800 South State Street
South Holland, Illinois 60473

or

South Suburban College
Office of the President
15800 South State Street
South Holland, Illinois 60473
Notice sent by the Board or the College to a faculty member of the College covered by this Agreement shall be addressed to the faculty member at the address last listed in the records of the Office of Human Resources.

Either party may, by like written notice, change the address to which such notice is to be given.

**ARTICLE XXI**

**SEVERABILITY**

Any article, section, provision, sentence or clause of this Agreement held to be illegal will not be deemed valid, except to the extent permitted by law. However, the remainder of this Agreement shall remain in full force and effect for the entire term of the Agreement.

In the event any article, section, provision, sentence or clause of this Agreement is determined to be invalid by a Court of competent jurisdiction, and, thereafter, no appeal is taken by either party within the appropriate period, the parties shall renegotiate the article, section, provision, sentence or clause of the Agreement so deemed to be invalid.
EXECUTED THIS 30TH DAY OF JANUARY 2018 AT SOUTH HOLLAND, ILLINOIS

By the undersigned, all having been duly authorized by their respective parties and intending to be legally bound hereby:

BOARD OF TRUSTEES, COMMUNITY COLLEGE DISTRICT 510, COUNTY OF COOK, STATE OF ILLINOIS (SOUTH SUBURBAN COLLEGE)

Frank M. Zuccarelli
CHAIRMAN OF THE BOARD

Donald Manning
PRESIDENT

Martin Lareau
SECRETARY TO THE BOARD

SOUTH SUBURBAN COLLEGE FACULTY ASSOCIATION, COOK COUNTY COLLEGE TEACHERS UNION AFT, LOCAL 1600

Gerald A. Griffith
CHIEF NEGOTIATOR

Jack Kirkpatrick
NEGOTIATOR

Dave Anderson
NEGOTIATOR
# Faculty Salary Schedule
## Appendix A-1
### 2016-2017 Salary Schedule

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## Faculty Salary Schedule
### Appendix A-3
### 2018-2019 Salary Schedule

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# Faculty Salary Schedule
## Appendix A-4
### 2019-2020 Salary Schedule

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For the 2019 fall semester, all eligible faculty who qualify for step movement shall advance one half (1/2) vertical step. An eligible faculty member is defined as a faculty member with at least one (1) semester of full-time service at South Suburban College who has not reached Step 19. A faculty member shall not advance more than one (1) vertical step in the 2019-2020 academic year. Faculty who qualify for a horizontal lane change shall be moved to the appropriate lane. Faculty currently at Step 19 shall receive an increase in their base salary of three thousand four hundred and 00/100 dollars ($3,400.00) above their 2018-2019 academic year base salary. Base salary for faculty who begin the year at Step 19 shall be equal to the previous year's base salary plus three thousand four hundred and 00/100 dollars ($3,400.00).
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Faculty who qualify for a horizontal lane change shall be moved to the appropriate lane. Full-time faculty on the 2016-2020 Overload Schedule shall be compensated the greater of 1) their appropriate cell on the above Overload Schedule OR 2) the lowest tier rate of the then current Adjunct Faculty Collective Bargaining Agreement. In the event the lowest tier rate of the then applicable Adjunct Faculty Collective Bargaining Agreement is increased to more than $659, the applicable cells in the above overload schedule shall be adjusted accordingly.
### Appendix B-2 Summer Schedule

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Faculty teaching in the summer term shall be compensated according to schedule B-2 for up to 12 CHE. If sufficient courses are available, faculty may elect to teach up to 15 CHE. CHE’s in excess of 12 shall be compensated at the highest adjunct faculty pay rate per CHE. If the highest adjunct faculty pay rate is increased during the term of this contract, the rate of summer pay for CHE beyond 12 will increase the same amount. Eligible faculty who qualify for a horizontal lane change shall be moved to the appropriate lane. Full-time faculty on the 2016-2020 Summer Schedule shall be compensated at the greater of 1) their appropriate cell on the above Summer Schedule OR 2) the lowest tier rate of the then current Adjunct Faculty Collective Bargaining Agreement. In the event the lowest tier rate of the then applicable Adjunct Faculty Collective Bargaining Agreement is increased to more than $659, the applicable cells in the above Summer Schedule shall be adjusted accordingly.