



**AGREEMENT  
BETWEEN**



*A Union of Professionals*

**SOUTH  
SUBURBAN COLLEGE**

**and**

**SOUTH SUBURBAN COLLEGE**

**FACULTY ASSOCIATION**

**2024-2028**

# Table of Contents

<b>AGREEMENT.....</b>	<b>6</b>	
<b>PREAMBLE .....</b>	<b>6</b>	
<b>ARTICLE 1 RECOGNITION .....</b>	<b>7</b>	
SECTION 1.1	SCOPE.....	7
SECTION 1.2	INTEGRITY OF THE BARGAINING UNIT.....	8
SECTION 1.3	MEETINGS WITH OTHER FACULTY ORGANIZATIONS.....	8
SECTION 1.4	BARGAINING UNIT WORK.....	8
SECTION 1.5	CONTINUED RECOGNITION.....	8
<b>ARTICLE II BOARD RIGHTS.....</b>	<b>10</b>	
SECTION 2.1	BOARD POWERS.....	10
SECTION 2.2	BOARD RESPONSIBILITIES .....	12
<b>ARTICLE III ASSOCIATION RIGHTS.....</b>	<b>13</b>	
SECTION 3.1	NO DISCRIMINATION .....	13
SECTION 3.2	NO COERCION .....	13
SECTION 3.3	ASSOCIATION/ADMINISTRATION MEETINGS.....	13
SECTION 3.4	INFORMATION TO ASSOCIATION .....	14
SECTION 3.5	BOARD MEETINGS.....	14
SECTION 3.6	DUES CHECK OFF.....	14
SECTION 3.7	AUTHORIZATION TO BIND BOARD .....	15
SECTION 3.8	RIGHTS AND BENEFITS OF FACULTY MEMBERS .....	15
SECTION 3.9	PERSONNEL FILE.....	15
SECTION 3.10	RIGHT TO REQUEST REPRESENTATION .....	16
SECTION 3.11	COOPERATIVE AGREEMENT.....	16
SECTION 3.12	FACULTY SEAT ON BOARD POLICY COMMITTEE .....	16
SECTION 3.13	DISTRIBUTION OF ASSOCIATION MATERIAL .....	17
SECTION 3.14	ASSOCIATION OFFICE .....	17
SECTION 3.15	MONTHLY MEETINGS OF THE HOUSE OF REPRESENTATIVES .....	18
SECTION 3.16	ASSOCIATION ACTIVITIES IN SUPPORT OF COLLEGE.....	18
SECTION 3.17	ASSOCIATION RELEASE TIME .....	18
SECTION 3.18	COPE DEDUCTIONS .....	19
SECTION 3.19	NOTICE OF ELIMINATION OF FACULTY POSITIONS .....	19
<b>ARTICLE IV ACADEMIC FREEDOM.....</b>	<b>20</b>	
SECTION 4.1	PRINCIPLES OF FACULTY FREEDOM .....	20
SECTION 4.2	SCOPE.....	20
SECTION 4.3	FACULTY RESPONSIBILITY .....	20
<b>ARTICLE V LEAVES OF ABSENCE.....</b>	<b>22</b>	
SECTION 5.1	BEREAVEMENT LEAVE.....	22
SECTION 5.2	JURY DUTY.....	23
SECTION 5.3	PERSONAL BUSINESS LEAVE.....	23
SECTION 5.4	SABBATICAL LEAVE.....	24
SECTION 5.5	EDUCATIONAL IMPROVEMENT AND WORK EXPERIENCE LEAVES .....	26
SECTION 5.6	PROFESSIONAL MEETINGS LEAVE .....	27
SECTION 5.7	MILITARY LEAVE .....	27
SECTION 5.8	PERSONAL HEALTH OR FAMILY HARDSHIP .....	28

SECTION 5.9	SICK LEAVE .....	29
SECTION 5.10	SICK LEAVE BANK .....	30
SECTION 5.11	PARENTAL LEAVE .....	31
SECTION 5.12	PERSONAL LEAVES .....	32
SECTION 5.13	NATIONAL TEACHING FELLOW LEAVE .....	32
SECTION 5.14	ANNUAL CONVENTION LEAVE .....	33
SECTION 5.15	LEAVE OF ABSENCE TO ASSUME ASSOCIATION OFFICE.....	33
SECTION 5.16	SENIORITY ACCUMULATION DURING LEAVES .....	33
SECTION 5.17	NOTICE OF INTENT TO RETURN FROM LEAVE .....	34
SECTION 5.18	WAIVER OF COOK COUNTY PAID LEAVE ORDINANCE.....	34
<b>ARTICLE VI FACULTY PROFESSIONAL RESPONSIBILITIES.....</b>		<b>36</b>
SECTION 6.1	PROFESSIONAL RESPONSIBILITIES.....	36
SECTION 6.2	COLLEGE COMMITTEES.....	36
SECTION 6.3	ACADEMIC CALENDAR .....	44
SECTION 6.4	HOLIDAYS .....	44
SECTION 6.5	CAREER/TRANSFER ADVISORS .....	45
SECTION 6.6	CAREER TRAINING INSTRUCTORS .....	46
SECTION 6.7	COMMENCEMENT ATTENDANCE .....	47
SECTION 6.8	NON-CLASSROOM ASSIGNMENTS .....	47
SECTION 6.9	HOURS OF INSTRUCTION .....	47
SECTION 6.10	FACULTY FACILITIES .....	48
SECTION 6.11	OFFICE HOURS .....	48
SECTION 6.12	DEPARTMENT AND DEPARTMENT CHAIRS .....	49
SECTION 6.13	COORDINATORS.....	51
SECTION 6.14	LOAD .....	52
SECTION 6.15	CLASS SIZE .....	54
SECTION 6.16	CLASS AND PREPARATION SCHEDULING .....	56
SECTION 6.17	WORKWEEK: LIBRARIANS AND COUNSELORS .....	56
SECTION 6.18	DISTANCE EDUCATION.....	58
SECTION 6.19	PROFESSIONAL GROWTH.....	60
<b>ARTICLE VII GRIEVANCE PROCEDURE .....</b>		<b>61</b>
SECTION 7.1	OBJECTIVE .....	61
SECTION 7.2	DEFINITION OF GRIEVANCE .....	61
SECTION 7.3	PRE-GRIEVANCE CONSULTATION.....	61
SECTION 7.4	GRIEVANCE PROCEDURE.....	62
SECTION 7.5	GRIEVANCE STEPS .....	62
SECTION 7.6	BINDING ARBITRATION .....	63
SECTION 7.7	AUTHORITY OF THE ARBITRATOR .....	64
SECTION 7.8	EXPENSES OF ARBITRATION.....	64
SECTION 7.9	TIME LIMITS .....	65
SECTION 7.10	TIME OF THE ESSENCE .....	65
SECTION 7.11	BOARD AND ASSOCIATION GRIEVANCES .....	65
SECTION 7.12	MISCELLANEOUS PROVISIONS .....	66
<b>ARTICLE VIII NON-INTERRUPTION OF WORK .....</b>		<b>68</b>
<b>ARTICLE IX EMPLOYMENT AND TENURE .....</b>		<b>69</b>
SECTION 9.1	ADVERTISING OF VACANT POSITIONS .....	69
SECTION 9.2	INTERVIEWING OF NEW FACULTY MEMBERS.....	69
SECTION 9.3	CRIMINAL BACKGROUND INVESTIGATION .....	70

SECTION 9.4	ATTAINMENT OF TENURE .....	70
SECTION 9.5	PROBATIONARY EXTENSION .....	71
SECTION 9.6	TENURE NOTICES .....	71
SECTION 9.7	SERVICE DETERMINATION .....	71
SECTION 9.8	TERMINATION OF TENURED FACULTY MEMBERS .....	72
SECTION 9.9	DISMISSAL FOR CAUSE .....	72
SECTION 9.10	NON-RENEWAL OR TERMINATION OF NON-TENURED FACULTY .....	74
SECTION 9.11	TITLE IX PROCEEDINGS .....	75
SECTION 9.12	CONTRACT ACCEPTANCE .....	75
SECTION 9.13	SELECTION OF PART-TIME FACULTY .....	75
SECTION 9.14	PROCEDURES FOR FULL-TIME FACULTY EVALUATION .....	76
<b>ARTICLE X SENIORITY.....</b>		<b>83</b>
SECTION 10.1	DEFINITION OF SENIORITY .....	83
SECTION 10.2	DETERMINATION OF QUALIFICATIONS TO TEACH .....	83
SECTION 10.3	SCHEDULING OF COURSES .....	84
SECTION 10.4	EXTRA WORK/OVERLOAD OPPORTUNITIES .....	85
SECTION 10.5	EQUAL OPPORTUNITY .....	85
SECTION 10.6	ROTATION PROCEDURE .....	85
SECTION 10.7	EXCLUSIONS .....	85
SECTION 10.8	FAIRNESS PREFERENCE .....	86
SECTION 10.9	REDUCTION IN TEACHING STAFF .....	86
SECTION 10.10	LAYOFF DETERMINATION .....	86
SECTION 10.11	LAYOFF NOTICE PROVISIONS .....	89
SECTION 10.12	TERMINATION OF SENIORITY .....	90
SECTION 10.13	ACCUMULATION OF FACULTY SENIORITY .....	91
<b>ARTICLE XI COMPENSATION.....</b>		<b>92</b>
SECTION 11.1	SALARY SCHEDULES .....	92
SECTION 11.2	ADDITIONAL SERVICES/OVERLOAD .....	93
SECTION 11.3	SALARY FOR SUMMER SESSION .....	93
SECTION 11.4	SUBSTITUTE TEACHER SALARY .....	94
SECTION 11.5	PLACEMENT OF FACULTY MEMBERS ON THE SALARY SCHEDULE .....	94
SECTION 11.6	HORIZONTAL LANE CHANGE ON THE SALARY SCHEDULE .....	96
SECTION 11.7	SALARY PERIODS .....	96
SECTION 11.8	PROFESSIONAL GROWTH UNITS .....	96
SECTION 11.9	DEPARTMENT CHAIR DEVELOPMENT MONIES .....	100
<b>ARTICLE XII INSURANCE.....</b>		<b>101</b>
SECTION 12.1	ELIGIBILITY .....	101
SECTION 12.2	BOARD CONTRIBUTION .....	101
SECTION 12.3	INSURANCE PLANS AVAILABLE .....	101
SECTION 12.4	INSURANCE RATES .....	102
SECTION 12.5	LIFE INSURANCE .....	102
SECTION 12.6	JOINT INSURANCE COMMITTEE .....	102
SECTION 12.7	RETIRIED FACULTY MEMBERS .....	104
SECTION 12.8	RE-OPENING OF FRINGE BENEFIT PROVISIONS .....	104
SECTION 12.9	IRS SECTION 125 SALARY REDUCTION PROGRAM .....	105
SECTION 12.10	OPT OUT PROVISIONS .....	105
<b>ARTICLE XIII RETIREMENT .....</b>		<b>107</b>
SECTION 13.1	RETIREMENT INCENTIVE PLANS .....	107

SECTION 13.2	ELIGIBILITY .....	107
SECTION 13.3	APPLICATION PERIODS.....	107
SECTION 13.4	BASE ACADEMIC YEAR SALARY INCENTIVE .....	107
SECTION 13.5	STATE UNIVERSITY RETIREMENT SYSTEM.....	107
SECTION 13.6	SOUTH SUBURBAN COLLEGE INCENTIVE .....	108
SECTION 13.7	AGE DEFINED .....	109
SECTION 13.8	RETIREE INSURANCE .....	109
SECTION 13.9	RETIREE STATUS.....	110
SECTION 13.10	SURS PLAN MODIFICATIONS.....	110
SECTION 13.11	ACCUMULATED SICK DAYS.....	110
SECTION 13.12	PROFESSOR EMERITUS.....	110
<b>ARTICLE XIV TUITION WAIVER .....</b>	<b>113</b>	
SECTION 14.1	PURPOSE .....	113
SECTION 14.2	TUITION WAIVER.....	113
SECTION 14.3	TUITION WAIVER FOR SURVIVORS.....	113
SECTION 14.4	DOCUMENTATION .....	114
SECTION 14.5	TUITION REIMBURSEMENT.....	114
<b>ARTICLE XV PRECEDENCE OF AGREEMENT .....</b>	<b>115</b>	
<b>ARTICLE XVI ENTIRE AGREEMENT .....</b>	<b>116</b>	
<b>ARTICLE XVII PAST PRACTICE .....</b>	<b>117</b>	
<b>ARTICLE XVIII THE ASSOCIATION'S NEGOTIATING TEAM .....</b>	<b>118</b>	
<b>ARTICLE XIX TERM OF AGREEMENT .....</b>	<b>119</b>	
<b>ARTICLE XX WRITTEN NOTICE .....</b>	<b>120</b>	
<b>ARTICLE XXI SEVERABILITY.....</b>	<b>121</b>	
<b>Appendix A-1 Faculty Salary Schedule 2024-2025 .....</b>	<b>123</b>	
<b>Appendix A-2 Faculty Salary Schedule 2025-2026 .....</b>	<b>124</b>	
<b>Appendix A-3 Faculty Salary Schedule 2026-2027 .....</b>	<b>125</b>	
<b>Appendix A-4 Faculty Salary Schedule 2027-2028 .....</b>	<b>126</b>	
<b>Appendix B-1 Overload Schedule 2025-2028 .....</b>	<b>127</b>	
<b>Appendix B-2 Summer Schedule 2025-2028 .....</b>	<b>128</b>	

## **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**

### **SCOPE**

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 affected prior to the performance of such work by non-bargaining unit members.

Faculty members will get first priority for such overload and release time opportunities in accordance with SECTION 10.4, EXTRA WORK/OVERLOAD OPPORTUNITIES.

## 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**

### **BOARD POWERS**

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.
- 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****BOARD RESPONSIBILITIES**

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 party's rights to settle grievances in accordance with ARTICLE VII of this Agreement.

## **ARTICLE III ASSOCIATION RIGHTS**

### **SECTION 3.1 NO DISCRIMINATION**

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 NO COERCION**

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 ASSOCIATION/ADMINISTRATION MEETINGS**

Whenever possible, the President and the 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 INFORMATION TO ASSOCIATION

The Association President, upon reasonable request, 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**      **BOARD MEETINGS**

A copy of the agenda and memorandum containing 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 DUES CHECK OFF**

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                    AUTHORIZATION TO BIND BOARD**

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                    RIGHTS AND BENEFITS OF FACULTY MEMBERS**

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                    PERSONNEL FILE**

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.

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 **FACULTY SEAT ON BOARD POLICY COMMITTEE**

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.

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 3.13****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 3.14****ASSOCIATION OFFICE**

As long as space and equipment are available, the 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.

**SECTION 3.15                    MONTHLY MEETINGS OF THE HOUSE OF REPRESENTATIVES**

For the five (5) members of the Union House of 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 3.16                    ASSOCIATION ACTIVITIES IN SUPPORT OF COLLEGE**

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 3.17                    ASSOCIATION RELEASE TIME**

The Association shall be provided with fourteen (14) 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, the Secretary shall receive one (1) CHE of release time, the Chairperson of the Membership and/or Social Committee 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 3.18 COPE DEDUCTIONS**

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 3.19 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 PRINCIPLES OF FACULTY FREEDOM**

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 SCOPE**

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 conducive to the attainment of the objectives and goals of the course.

### **SECTION 4.3 FACULTY RESPONSIBILITY**

Faculty members who teach shall have the right 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

#### BEREAVEMENT 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. In the event of the death of a faculty member's spouse or domestic partner, said faculty member shall be entitled to up to five (5) consecutive days 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-hour 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 of 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, four (4) 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 days for use as personal business leave days in succeeding years. Unused personal business days accumulated in excess of seven (7) days shall be forfeited.

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.

In any year, if a sabbatical cannot be offered to faculty, the Vice President of Academic Services shall provide a written explanation to the Executive Board.

## **SECTION 5.5 EDUCATIONAL IMPROVEMENT AND WORK EXPERIENCE LEAVES**

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 PROFESSIONAL MEETINGS LEAVE**

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 MILITARY LEAVE**

A member of the College faculty will be granted a 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 with 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****PERSONAL HEALTH OR FAMILY HARDSHIP**

An unpaid 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 employee/employer 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 a faculty member has five (5) medical absences within a month, the faculty member shall prove a statement from the treating physician indicating medical treatment is, or has been, provided. In the event of seven (7) or more consecutive workdays of medical absence, the faculty member shall be required to provide a statement from the treating physician indicating continued medical treatment and that return to work is permitted, with or without appropriate accommodations. 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                    SICK LEAVE BANK**

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 30<sup>th</sup> 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 30<sup>th</sup> 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.

6. The provisions hereof shall take effect commencing with the spring Semester, 1987, and shall operate prospectively.

## **SECTION 5.11                    PARENTAL LEAVE**

The college will provide up to four (4) weeks of paid leave for the care of a child under the age of one or within the first year of the adoption or assumption of legal guardianship of a child under five (5) years of age.

In addition, 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. Faculty may take unpaid leave for up to 1 year every 2 years.

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 employees 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 employees 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, they are 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 their physician, they will be considered to have voluntarily terminated their 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                    NATIONAL TEACHING FELLOW LEAVE**

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 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                    SENIORITY ACCUMULATION DURING LEAVES**

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

Parental leave - one (1) year per pregnancy or adoption.

Military leave - the length of the initial draft or initial enlistment.

Educational improvement leave and work experience leave - one (1) year.

Personal health or family hardship leave - one (1) year.

N.T.F. leave - two (2) years.

Personal leave - one (1) semester.

Leave to Assume Association Office - two (2) years.

#### **SECTION 5.17**

#### **NOTICE OF INTENT TO RETURN FROM LEAVE**

Faculty members who are on leave for an entire semester (fall or spring) or longer, for one of the purposes specified in SECTIONS 5.4, 5.5, 5.8, 5.9 or 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.

#### **SECTION 5.18**

#### **WAIVER OF COOK COUNTY PAID LEAVE ORDINANCE**

The Board and the Association (for itself and all of the members of its bargaining unit) waive all of the requirements, duties, and obligations of the Cook County, Illinois Paid Leave Ordinance (Chapter 42, Human Relations, Article II, In General, Division 1, Paid Leave, Section 42-1 through 42-10 of the Cook County Code, effective December 31, 2024, as amended).

The Association, for itself and all of its bargaining unit members, expressly acknowledges and agrees that: (a) it has fully and carefully read and considered this waiver and fully understands its meaning and effect; (b) it has had a full and adequate opportunity and reasonable time period to review this waiver with its attorney, Association representatives, and bargaining unit members before agreeing to it; (c) it was not coerced into agreeing to this waiver; (d) it agrees to this waiver in its entirety and is doing so knowingly, voluntarily, and with full knowledge of its significance; (e) the only consideration for its agreeing to this waiver are the compensation and leave benefits stated in this collective bargaining agreement, and no other promises or representations of any kind have been made by any other person or entity to cause it to agree to this waiver; and (f) the consideration listed herein exceeds what the Association's bargaining unit members would otherwise have been entitled to, and is in exchange for agreeing to this waiver.

The parties are including this waiver in this collective bargaining agreement pursuant to the authority of Section 42-5 of the Cook County, Illinois Paid Leave Ordinance and intend for this waiver to satisfy the waiver requirements contained therein.

The Board and the Association expressly acknowledge and agree that this is intended to be an explicit, clear and unambiguous waiver of all of the requirements, duties, and obligations of said ordinance.

The Board and the Association agree that if this waiver, or any portion of it, is found to be unenforceable or insufficient in any way, that they will each immediately take such further action as is necessary or reasonably desirable to carry out the purposes and intent of this waiver, including but not limited to executing and delivering any further instruments and documents and providing any reasonably requested information as any other party reasonably may request.

## **ARTICLE VI FACULTY PROFESSIONAL RESPONSIBILITIES**

### **SECTION 6.1 PROFESSIONAL RESPONSIBILITIES**

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 COLLEGE COMMITTEES**

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 for convening regular meetings, developing an agenda, and publishing the meeting minutes.

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 department on the committee. 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. 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. When the Vice President of Academic Services receives a written student grade complaint at Step 3 of the Academic Appeals process, the Vice President shall distribute a copy of the appeal documentation to the faculty members on the committee. The Vice President or any one of the faculty members on the committee may request a face-to-face committee meeting with the student to discuss the appeal. If the Vice President and all three faculty members agree on the disposition of the appeal, no face-to-face meeting shall be held. Decisions of the 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 EDUCATION COMMITTEE**

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

Representation consists of the three (3) administrators appointed by the Vice President of Academic Services, and seven (7) faculty members 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, a Student Service Representative/Designee 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 their 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 committees consisting of only faculty may continue according to practices established by the department or departments.

**SECTION 6.3****ACADEMIC CALENDAR**

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****HOLIDAYS**

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

## Columbus Day

## Veteran's Day

## Thanksgiving Day and the day after

## Martin Luther King Jr.'s Birthday

## President's Day

## General Casimir 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 CAREER/TRANSFER ADVISORS

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.

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 6.6 CAREER TRAINING INSTRUCTORS

Faculty teaching in Barbering, Cosmetology and Solar Programs are part of the Career and Technical Education (CTE) division and are considered Career Training Instructors. The normal load for Career Training Instructors shall be 35 hours per week. This 35-hour schedule shall include teaching 30 hours of credit courses in specific career disciplines and 5 on campus office hours. For hours worked beyond 35 and for summer instruction, Career Training Instructors shall be compensated in accordance with the overload and summer schedule.

Career Training Instructors shall be compensated according to the agreed upon salary schedule in this agreement with placement determined based upon professional qualifications and previous instructional experience as outlined in Section 11.5. Career Training Instructors will be evaluated using the process outlined for faculty in Section 9.14.

## SECTION 6.7 COMMENCEMENT ATTENDANCE

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.

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.

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                    OFFICE HOURS**

Faculty members shall, in accordance with applicable 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 three (3) 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.

I. 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.**

I. There shall be at least nine (9) Department Chairs. All Department Chairs shall receive a minimum of three (3) CHEs released time per semester during the fall and spring. Department Chairs in General Education areas shall receive an additional three (3) CHEs released time per fall and spring semester. Department Chairs may save one (1) CHE from their allotted fall released time and use the one (1) CHE during either the following spring or summer semester and may save one (1) CHE from their allotted spring released time and use the one (1) CHE during the following summer semester. Saved CHEs 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. Departments may elect co-chairs and split the CHE allocation.

II. During the fall and spring semesters, Department Chairs in General Education areas shall receive additional released time awarded on the following basis:

1-10 adjunct faculty	no additional released time
11-20 adjunct faculty	1.0 additional CHE per semester
21-30 adjunct faculty	2.0 additional CHEs per semester
31 or more adjunct faculty	3.0 additional CHEs per semester

**III.** 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 fewer than two (2) department meetings a semester and submit minutes to the appropriate administrator.
- 2.** Attend scheduled meetings with other department chairs and administration focusing on issues affecting the academic life of the College. Raise concerns shared by department members for discussion and provide updates to department members on matters discussed.
- 3.** Serve on the Curriculum Committee.
- 4.** Plan weekly time double the CHEs released time they receive. Half of the hours must be scheduled on campus. One required schedule office hour will be exchanged in acknowledgement of the heavy work load the week before a semester begins.
- 5.** Coordinate textbook adoptions for all faculty.
- 6.** Assist with fall, spring and summer schedules and teaching assignments for full-time
- 7.** faculty in accordance with department rotation and the adjunct faculty contract.
- 8.** Discuss course cancellations with the appropriate administrator and carry out the
- 9.** necessary rescheduling.
- 10.** Interview, select, and evaluate adjunct faculty.
- 11.** Identify necessary instructional supplies and lab equipment and communicate with
- 12.** appropriate administrator for budget planning.
- 13.** Assist in course and program evaluation.
- 14.** Coordinate the collection and updating of course outlines.

15. Coordinate the submission of departmental materials for the catalog.
16. Coordinate departmental articulation with high schools and other colleges.
17. Collaborate with program coordinators within the department.

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.

- A. Department Chairs shall serve a two (2) year term from June 1 to May 31.
- B. 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**

The Program Coordinator position is a volunteer position that is approved by the Vice President of Academic Services each academic year. All Program Coordinators may attend Curriculum Committee and Academic Standards Committee meetings. Faculty shall be notified of available Program Coordinator positions in Spring semester for ongoing positions or within the semester they become available for new positions.

The CHE allocation for Program Coordinators will be reviewed prior to the annual application period in response to significant changes in external accreditation or other non-accreditation responsibilities or if a program is up for accreditation.

In Spring and Fall semesters, released time positions require the commitment of a minimum of 100 minutes of work per week for each hour of released time. During the summer, released time positions require the commitment of 200 minutes of work time per week for each hour of released time. Coordinators who agree to accept a summer workload assignment must be available to meet with administration, students, and faculty during the regular work week and communicate via email.

Coordinators may save one (1) hour from their COORDINATORS 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 LOAD

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. All faculty who teach two or more classes shall teach at least one face-to-face class.
- D. 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.

1. 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.
2. 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 /36) 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.
3. 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:

3/7 x No. of Clock Hrs., above 35 Hrs.

**4.** 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.

**1.** 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 courses.

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

a.	Lectures:	No. of contact hours No. of teaching faculty
b.	Skills lab:	No of contact hours x 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 CLASS SIZE**

Normal class sizes shall consist of maximum of student enrollees as Hereinafter provided:

- A.** Thirty-five (35) for lecture-discussion type courses;
- B.** Twenty-four (24) for CIS, MIS and Foreign Language courses; and OCS 121
- C.** Twenty-four (24) for English 101, 101H, 102, and 121; SPE 108
- D.** Twenty-four (24) for laboratory portions of science courses; Other labs courses will have a class capacity that reflects the number of student workstations available.
- E.** Twenty (20) for ENG 098, ENG 099, RDG 081, RDG 082, MTH 093, MTH, 095, MTH 096, MTH 097 and MTH 100 and no over enrollments shall be permitted in courses listed under item E.
- F.** The maximum class size for a distance delivered 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 two (2) and five (5) above the maximums herein set forth, said faculty member shall receive one-half (1/2) additional CHE for load purposes or;
- B.** Is six (6) 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.

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 CLASS AND PREPARATION SCHEDULING**

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.

## **SECTION 6.17 WORKWEEK: LIBRARIANS AND COUNSELORS**

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 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 DISTANCE EDUCATION

As used herein, these terms are defined as follows:

1. **Distance Education** - Education that uses one or more technologies to support regular and substantive interaction, either synchronously or asynchronously, between students and instructors.
2. **Distance-Delivered Programs** - Certificate or degree programs in which 50 percent or more of the required courses may be taken as distance-delivered courses.
3. **Distance-Delivered Courses** - Courses in which at least 25 percent of the instruction and interaction occurs with the faculty and students physically separated from each other.
4. All standards or practices used for distance-delivered courses that existed prior to fall 2020 shall not constitute past practice.
5. Faculty who wish to develop a distance-delivered course shall make a request to the Vice President of Academic Services (or their designee). This proposal shall consist of 1) details on the technologies to be used, 2) a summary of all projected development activities, materials, and face-to-face interactions (if any) and 3) a description of any commercially prepared materials to be used in the course. The Vice President of Academic Services (or their designee) has the right to reject a proposal, but must give reasons in writing to the faculty member for any such rejection.
6. Faculty members engaged in the development of a new distance-delivered course shall receive payment upon the Vice President of Academic Services (or designee) certification of the faculty member's satisfactory completion of developmental activities and delivery of course materials as outlined in the initial proposal. Payment will only be made for the development of this new class the first time it is offered in a distance-delivered format.
7. Course materials (exclusive of the course shell) developed by a faculty member are the sole and exclusive property of the faculty member. 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.

8. A distance-delivered course shall be accessible by the College if need arises. The College will provide reasonably secured storage for digital resources and a learning management system. The College reserves the right to access distance-delivered courses on an as needed basis for maintenance or other administrative reasons, after consultation with the union.
9. Faculty members engaged in teaching a distance-delivered course or courses during a given semester shall schedule one (1) "virtual" office hour per week during that semester as part of their regularly scheduled office hours. A "virtual" office hour in this context means an hour in which the faculty member is available for synchronous communication utilizing technology. Such "virtual" office hours must be scheduled and noted in the faculty online syllabus.
10. Distance-delivered courses shall have a maximum enrollment of twenty-four (24).
11. Distance-delivered courses shall be paid in the same fashion as traditional courses.
12. All faculty, even if they are not teaching a distance-delivered course, will post the syllabi for their courses to the College's learning management system (LMS) each semester.
13. The College will provide monetary support for the professional development of faculty members teaching any distance education course(s). This may include courses, conferences and other training opportunities in the areas of distance education.
14. When development of a new distance-delivered course has been completed as specified in 6.18.A.6, the faculty member responsible for development shall receive a stipend of eight hundred dollars (\$900.00). The faculty member shall be given written notification at the time of the acceptance of the Development proposal (as specified in 6.18.A.6) of the stipend amount.
15. The College is not responsible for lost, stolen, or corrupted materials stored on the servers, services and technologies provided.

**SECTION 6.19****PROFESSIONAL GROWTH**

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 1-1 1, 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                    OBJECTIVE**

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                    DEFINITION OF GRIEVANCE**

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**

A grievance shall be processed as follows:

- 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).

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

## TIME LIMITS

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

## TIME OF THE ESSENCE

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

## **BOARD AND ASSOCIATION GRIEVANCES**

The Board and the Association shall have the right to use to 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**

- C.** 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.
- D.** 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.
- E.** Conferences, meetings, and hearings held pursuant to the grievance procedure shall be set by mutual agreement.
- F.** 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.
- G.** 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.
- H.** Any grievance settled at STEP 1 or STEP 2 shall not be a precedent.

- I.** 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).
- J.** 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.
- K.** 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.
- L.** 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.
- M.** 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.
- N.** 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 ADVERTISING OF VACANT POSITIONS**

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 INTERVIEWING OF NEW FACULTY MEMBERS**

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 CRIMINAL BACKGROUND INVESTIGATION**

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 ATTAINMENT OF TENURE**

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 PROBATIONARY EXTENSION

The Board may, at its sole option, extend such 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.

Not less than seventy-five (75) days prior to the conclusion of the third (3<sup>rd</sup>) or fourth (4<sup>th</sup>) 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 SERVICE DETERMINATION

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 TERMINATION OF TENURED FACULTY MEMBERS**

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

- 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 DISMISSAL FOR CAUSE**

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

- 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

- H. 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.
- I. 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.
- J. 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.

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                    TITLE IX PROCEEDINGS**

Title IX proceedings shall not be covered by the disciplinary provisions of the Collective Bargaining Agreement and shall be covered by the guidelines of The United States Department of Education. Because Title IX proceedings may result in discipline, a bargaining unit member is entitled to Union representation and a representative of their choice during any interview or meeting they are asked to participate in relating to a Title IX complaint. During Title IX hearings, the unit member will only be allowed to have one representative present. The bargaining unit member will have the choice to have a Union representative, a representative provided by the College or the employee's own representative in a Title IX complaint.

**SECTION 9.12                    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 9.13                    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 9.14****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, including continuing education activities related to maintaining professional licensure, where applicable.
  - 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.

- a. 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.
- b. 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.
- c. 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.

#### 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.

**A. 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 their 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.

**I. 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

**II. 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.

**III. 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 to 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 to 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.

    - a. 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:
  5. Based on the type of evidence gathered, the administrator determines if a peer review committee is an appropriate action.

6. 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:

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

**IV. 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**

### **DEFINITION OF SENIORITY**

The seniority of faculty members covered by this Agreement shall be based on the date of beginning continuous full-time employment as an instructor at SSC

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.

### **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.
- D. 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).
- E. 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 SCHEDULING OF COURSES

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 assignments shall be maintained by the appropriate administrator and shall be made available to faculty members within each department.

#### **SECTION 10.7                   EXCLUSIONS**

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                    FAIRNESS PREFERENCE**

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 10.9                    REDUCTION IN TEACHING STAFF**

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 10.10                    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 I 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 10.11                    LAYOFF NOTICE PROVISIONS**

After the completion of the procedures provided for in SECTION 10.10 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 10.12                    TERMINATION OF SENIORITY**

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 10.13 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 2024-2025 Salary Schedule

Appendix A-2 2025-2026 Salary Schedule

Appendix A-3 2026-2027 Salary Schedule

Appendix A-4 2027-2028 Salary Schedule

For the 2025 spring semester, all eligible faculty who qualify will receive a one-time vertical step adjustment. An eligible faculty member is defined as a faculty member with at least one (1) semester of full-time service at South Suburban College.

An eligible faculty member is defined as a faculty member with at least one (1) semester of full-time service at South Suburban College. Faculty who qualify for a horizontal lane change shall be moved to the appropriate lane

For the 2025 fall semester, all eligible faculty who qualify will receive a six percent (6%) cost of living adjustment with no vertical step movement. An eligible faculty member is defined as a faculty member with at least one (1) semester of full-time service at South Suburban College. Faculty who qualify for a horizontal lane change shall be moved to the appropriate lane

For the 2026 fall semester, all eligible faculty who qualify for step movement shall advance one (1) vertical step and receive a three percent (3%) cost of living adjustment. An eligible faculty member is defined as a faculty member with at least one (1) semester of full-time service at South Suburban College. A faculty member shall not advance more than one (1) vertical step in the 2026-2027 academic year. Faculty who qualify for a horizontal lane change shall be moved to the appropriate lane.

For the 2027 fall semester, all eligible faculty who qualify will receive a six percent (6%) cost of living adjustment with no vertical step movement. An eligible faculty member is defined as a faculty member with at least one (1) semester of full-time service at South Suburban College. Faculty who qualify for a horizontal lane change shall be moved to the appropriate lane.

## **SECTION 11.2                    ADDITIONAL SERVICES/OVERLOAD**

The Salary Schedule for Overload, attached hereto as Appendix B-1, shall be in effect for the term of this Agreement. All faculty members shall receive 3.75% cost of living adjustment in each subsequent academic year (August) to result in the schedule in Appendix B-1.

Full-time faculty on the 2025-2028 overload schedule should be compensated at the greater of 1) their appropriate cell on the overload schedule OR 2) the highest adjunct faculty pay rate of the then current Adjunct Faculty Collective Bargaining 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 SUMMER SESSION**

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 lowest adjunct faculty rate.
- B. SECTION 10.6 of this Agreement shall apply for the purpose of assigning summer load.

#### **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 \$50.00 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. Employees new to South Suburban College hired as faculty members will be credited with 1.0 years for the equivalent of each year of previous full-time experience. Employees new to South Suburban College and all other employees of South Suburban College (e.g., other Administrators, Support Staff, Community Education, Technical/Professional, Exempt, etc.) 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 step ten (10). 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.

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. 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.
- C. 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.

D. "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 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 9.1 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:

ACTIVITY	IS EQUIVALENT TO
Authorship of a book	6.00 PGU Credits
Co-authorship of a book	6.00 PGU Credits
Authorship of an article	4.00 PGU Credits
Co-authorship of an article	2.00 PGU Credits
Editing a book <sup>1</sup>	4.00 PGU Credits
Co-editing a book <sup>1</sup>	4.00 PGU Credits
Authorship of a chapter in a book	4.00 PGU Credits
Co-authorship of a chapter in a book	2.00 PGU Credits
Textbook or article review for a publisher	0.25 PGU Credits
Exhibit/performance, etc.	Up to 4.00 PGU Credits
For an individual, juried, national exhibit/performance	4.00 PGU Credits
For a group, juried, national exhibit/performance	3.00 PGU Credits
For an individual, juried, state or regional exhibit/performance	3.00 PGU Credits

ACTIVITY	IS EQUIVALENT TO
For group, juried, state or regional exhibit/performance	2.00 PGU Credits
For local exhibit/performance	1.00 PGU Credits
Development of new courses <sup>2</sup> (including honor courses)	1.00 PGU Credit
Learning PGU Committee approved application software for college related activities. <sup>3</sup>	1.00 PGU Credits
Work experience in related vocational area. <sup>4</sup> For each 80 contact hours	Up to 4.0 PGU Credits
Officer of professional organization	(maximum of 4.0 PGU per organization)
Per calendar year for national or international	2.00 PGU Credits
Per calendar year for state or regional	1.00 PGU Credits
Per calendar year for local	0.50 PGU Credits
Per calendar year for 16 contact hours of work as a board member	1.00 PGU Credits
Participation on a visitation team for North Central or comparable accreditation organization: For each 16 contact hours	1.00 PGU Credits
Presentations at professional seminars, conferences, etc. <sup>5</sup>	
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
Lead Podcast	0.25 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. <sup>4</sup>	
Less than 2 contact hours	0.00 PGU Credits
2-4 contact hours	0.25 PGU Credits
5-8 contact hours	0.50 PGU Credits
9-12 contact hours	0.75 PGU Credits
13-16 contact hours	1.00 PGU Credits

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 1CCB 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 \$350 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                    ELIGIBILITY**

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                    BOARD CONTRIBUTION**

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 coverages to the following maximums per eligible faculty member, including dependent coverages, if any.

- A.** For 2024-2025, Fourteen Thousand Eight Hundred 00/100 Dollars (\$14,800.00)
- B.** For 2025-2026, Fifteen Thousand Two Hundred and 00/100 Dollars (\$15,200.00)
- C.** For 2026-2027, Fifteen Thousand Six Hundred and 00/100 Dollars (\$15,600.00)
- D.** For 2027-2028, Sixteen Thousand and 00/100 Dollars (\$16,000.00)

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.

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:
  - E. Faculty members base salary x 1.5 = coverage (rounded to the next lowest or next highest
  - F. \$1,000.00 if below \$500.00 or above \$500.00)
- G. Double indemnity coverage for accidental death;
- H. 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 RETIRED FACULTY MEMBERS

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 their 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 IRS SECTION 125 SALARY REDUCTION PROGRAM

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 coverages contained in SECTION 12.2 of the Agreement and shall not permit the faculty member to withdraw from these basic insurance coverages.

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**

### **ELIGIBILITY**

Faculty members seeking retirement shall have 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**

### **APPLICATION PERIODS**

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

### **SECTION 13.4**

### **BASE ACADEMIC YEAR SALARY INCENTIVE**

For purposes of allocation for enhancement of retirement benefits, each faculty member electing to retire shall receive a retirement incentive equal 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 retirement. 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**

### **STATE UNIVERSITY RETIREMENT SYSTEM**

During the term of this Agreement, in the event the 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 by the State Early Retirement Option.

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.

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

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 2024-2025 academic year shall submit an irrevocable written application to participate in the Program to the College President or designee no later than October 1, 2024.

Faculty members retiring at the end of the 2024 calendar year shall submit an irrevocable written application to participate in the Program to the College President no later than July 15, 2024.

Faculty members retiring at the end of the 2025-2026 academic year shall submit an irrevocable written application to participate in the Program to the College President or designee no later than October 1 of that year.

Faculty members retiring at the end of the 2025 calendar year shall submit an irrevocable written application to participate in the Program to the College President no later than July 15, 2025.

Faculty members retiring at the end of the 2026-2027 academic year shall submit an irrevocable written application to participate in the Program to the College President or designee no later than October 1 of that year.

Faculty members retiring at the end of the 2026 calendar year shall submit an irrevocable written application to participate in the Program to the College President no later than July 15, 2026.

Faculty members retiring at the end of the 2027-2028 academic year shall submit an irrevocable written application to participate in the Program to the College President or designee no later than October 1 of that year.

Faculty members retiring at the end of the 2027 calendar year shall submit an irrevocable written application to participate in the Program to the College President no later than July 15, 2027.

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.

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.

### **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 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                    RETIREE STATUS**

During the period of early retirement pursuant to 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                    SURS PLAN MODIFICATIONS**

Any and all retirement incentives mandated 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**

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

#### **SECTION 13.12                    PROFESSOR EMERITUS**

At South Suburban College (SSC), Professor Emeritus status is an honorary designation granted to retired faculty members who have demonstrated a sustained commitment to excellence in teaching, scholarship, and service to the college. This title honors the valuable contributions of retired faculty and enables them to maintain a meaningful connection with the SSC community.

##### **Definition of Professor Emeritus Status**

The designation of *Professor Emeritus* is awarded to faculty members who:

- Have retired in good standing after a distinguished career at SSC.
- Demonstrated excellence in teaching, impactful service, or contributions to the college's academic or community mission.
- Have been recognized by peers, students, or administrators for their sustained dedication to SSC's educational mission.

#### **Process for Obtaining Professor Emeritus Status**

1. **Nomination:** Retired faculty members or current faculty may submit a nomination for Professor Emeritus status. This nomination may include a detailed description of the nominee's achievements, contributions, and reasons for their eligibility.
2. **Review by SSC Union Faculty:** A review committee, consisting of the faculty union executive committee, evaluates each nomination. This committee assesses the nominee's impact on SSC and their contributions to their field, as well as the college community, and makes a final recommendation to the Vice President of Academic Services.
3. **Invocation:** Official designation as Professor Emeritus is then awarded in a formal announcement.

#### **Honors and Privileges of Professor Emeritus Status**

Emeritus faculty are extended certain honors and privileges, which allow them to remain active in the SSC community, including:

- **Access to SSC Email Resources:** Emeritus faculty retain access to SSC email.
- **Access to SSC Library Resources:** Emeritus faculty retain access to SSC library resources, including borrowing privileges, online databases, and research tools, supporting their continued professional and personal scholarship.
- **Participation in College Committees:** Emeritus faculty may serve as non-voting members on certain committees, where they can provide valuable insights, mentorship, and institutional knowledge to active faculty and administrators.
- **Student Club Advising:** Emeritus faculty are eligible to serve as advisors to student clubs or organizations, fostering student engagement and allowing retired faculty to stay involved with SSC's student life and activities.
- **Teaching classes** so long as the administration deems it is not in conflict with any state/SURS regulations that would result in a penalty to the college and/or the faculty member.

Emeritus faculty may also be invited to attend campus-wide events and activities. These privileges reflect SSC's recognition of the lifelong contributions of its retired faculty members and enable them to continue to enrich the college community even after retirement.

## **ARTICLE XIV TUITION WAIVER**

## SECTION 14.1 PURPOSE

The Board and the Association agree that it is in the 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 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 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 TUITION REIMBURSEMENT**

Faculty members who have attained tenure as full-time faculty are eligible for educational expense reimbursement, up to a maximum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) for the 2025 fiscal year, Two Thousand Seven Hundred 00/100 Dollars (\$2,700.00) for the 2026 fiscal year, Two Thousand Two Hundred Nine Hundred 00/100 Dollars (\$2,900.00) for the 2027 fiscal year, and Three Thousand One Hundred 00/100 Dollars (\$3,100.00) for the 2028 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.
- C.** Professional Development and memberships required for the maintenance of professional license and memberships required for employment.

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 workday following August 1, 2024 preceding the commencement of the 2024 fall semester and shall remain in full force and effect through the completion of the summer 2028 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**

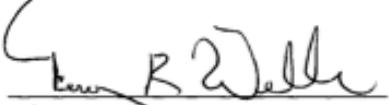
Any article, section, provision, sentence or clause of this Agreement held to be illegal will not be deemed valid, except to the extent permitted by law. However, the remainder of this Agreement shall remain in full force and effect for the entire term of the Agreement.

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.

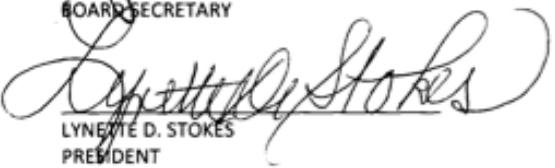
EXECUTED THIS 12TH DAY OF DECEMBER 2024 AT SOUTH HOLLAND, ILLINOIS,

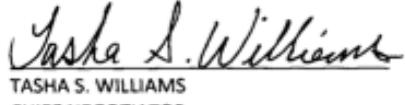
by the undersigned, all having been duly authorized by their respective parties and intending to be legally bound hereby:

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

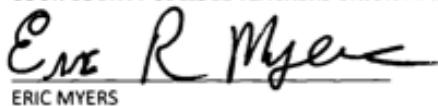
  
TERRY R. WELLS  
CHAIRMAN OF THE BOARD

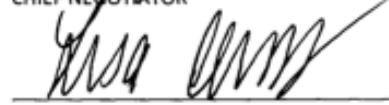
  
JANET M. ROGERS  
BOARD SECRETARY

  
LYNETTE D. STOKES  
PRESIDENT

  
TASHA S. WILLIAMS  
CHIEF NEGOTIATOR

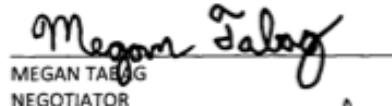
SOUTH SUBURBAN SUBURBAN COLLEGE FACULTY ASSOCIATION,  
COOK COUNTY COLLEGE TEACHERS UNION AFT, LOCAL 1600

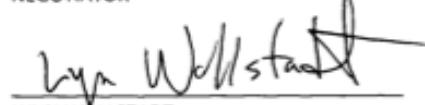
  
ERIC MYERS  
CHIEF NEGOTIATOR

  
LISA CURLESS  
NEGOTIATOR

  
JAMIE WELLING, SSCFA PRESIDENT  
NEGOTIATOR

  
KYLE CHURNEY  
NEGOTIATOR

  
MEGAN TAEBIG  
NEGOTIATOR

  
LYNN WOLLSTADT  
NEGOTIATOR

## Appendix A-1 Faculty Salary Schedule 2024-2025

STEP	A No-deg.	B BS/BA or Lane A and Prof. License	C MS/MA or Lane B and Prof. License	D MA+15 or Lane C and Prof. License	E MA+30 or Lane D and Prof. License	F MA+45 or Lane E and Prof. License	G MA+60 or Lane F and Prof. License	H MA+75/DR or Lane G and Prof. License	I DR+15 or Lane H and Prof. License
1	37,188	38,676	40,223	41,831	43,505	45,245	47,055	48,937	50,894
2	38,304	39,836	41,429	43,086	44,810	46,602	48,466	50,405	52,421
3	39,453	41,031	42,672	44,379	46,154	48,000	49,920	51,917	53,994
4	40,636	42,262	43,952	45,710	47,539	49,440	51,418	53,475	55,614
5	41,855	43,530	45,271	47,082	48,965	50,924	52,960	55,079	57,282
6	43,111	44,836	46,629	48,494	50,434	52,451	54,549	56,731	59,000
7	44,404	46,181	48,028	49,949	51,947	54,025	56,186	58,433	60,771
8	45,737	47,566	49,469	51,447	53,505	55,646	57,871	60,186	62,594
9	47,109	48,993	50,953	52,991	55,110	57,315	59,607	61,992	64,471
10	48,522	50,463	52,481	54,581	56,764	59,034	61,396	63,852	66,406
11	49,978	51,977	54,056	56,218	58,467	60,805	63,238	65,767	68,398
12	51,477	53,536	55,677	57,904	60,221	62,630	65,135	67,740	70,450
13	53,021	55,142	57,348	59,642	62,027	64,508	67,089	69,772	72,563
14	54,612	56,796	59,068	61,431	63,888	66,444	69,101	71,865	74,740
15	56,250	58,500	60,840	63,274	65,805	68,437	71,174	74,021	76,982
16	57,938	60,255	62,665	65,172	67,779	70,490	73,310	76,242	79,292
17	59,676	62,063	64,545	67,127	69,812	72,605	75,509	78,529	81,670
18	61,466	63,925	66,482	69,141	71,907	74,783	77,774	80,885	84,121
19	63,310	65,842	68,476	71,215	74,064	77,026	80,107	83,312	86,644
20	65,209	67,818	70,530	73,352	76,286	79,337	82,511	85,811	89,244
21	67,166	69,852	72,646	75,552	78,574	81,717	84,986	88,385	91,921
22	69,181	71,948	74,826	77,819	80,932	84,169	87,536	91,037	94,678
23	71,256	74,106	77,071	80,153	83,360	86,694	90,162	93,768	97,519
24	73,394	76,329	79,383	82,558	85,860	89,295	92,866	96,581	100,444
25	75,596	78,619	81,764	85,035	88,436	91,974	95,652	99,479	103,458
26	77,863	80,978	84,217	87,586	91,089	94,733	98,522	102,463	106,561
27	80,199	83,407	86,744	90,213	93,822	97,575	101,478	105,537	109,758
28	82,605	85,910	89,346	92,920	96,637	100,502	104,522	108,703	113,051
29	85,083	88,487	92,026	95,707	99,536	103,517	107,658	111,964	116,443
30	87,636	91,141	94,787	98,579	102,522	106,623	110,887	115,323	119,936
31	90,265	93,876	97,631	101,536	105,597	109,821	114,214	118,783	123,534
32	92,973	96,692	100,560	104,582	108,765	113,116	117,640	122,346	127,240
33	95,762	99,593	103,576	107,719	112,028	116,509	121,170	126,016	131,057
34	98,635	102,580	106,684	110,951	115,389	120,005	124,805	129,797	134,989
35	101,594	105,658	109,884	114,280	118,851	123,605	128,549	133,691	139,039
36	104,642	108,828	113,181	117,708	122,416	127,313	132,405	137,702	143,210
37	107,781	112,092	116,576	121,239	126,089	131,132	136,378	141,833	147,506
38	111,015	115,455	120,073	124,876	129,871	135,066	140,469	146,088	151,931
39	114,345	118,919	123,676	128,623	133,768	139,118	144,683	150,470	156,489

## Appendix A-2 Faculty Salary Schedule 2025-2026

	A	B	C	D	E	F	G	H	I
STEP	No-deg.	BS/BA or Lane A and Prof. License	MS/MA or Lane B and Prof. License	MA+15 or Lane C and Prof. License	MA+30 or Lane D and Prof. License	MA+45 or Lane E and Prof. License	MA+60 or Lane F and Prof. License	MA+75/DR. or Lane G and Prof. License	DR+15 or Lane H and Prof. License
1	39,419	40,996	42,636	44,341	46,115	47,960	49,878	51,873	53,948
2	40,602	42,226	43,915	45,672	47,498	49,398	51,374	53,429	55,566
3	41,820	43,493	45,232	47,042	48,923	50,880	52,916	55,032	57,233
4	43,075	44,797	46,589	48,453	50,391	52,407	54,503	56,683	58,950
5	44,367	46,141	47,987	49,907	51,903	53,979	56,138	58,384	60,719
6	45,698	47,526	49,427	51,404	53,460	55,598	57,822	60,135	62,541
7	47,069	48,951	50,909	52,946	55,064	57,266	59,557	61,939	64,417
8	48,481	50,420	52,437	54,534	56,716	58,984	61,344	63,797	66,349
9	49,935	51,933	54,010	56,170	58,417	60,754	63,184	65,711	68,340
10	51,433	53,491	55,630	57,855	60,170	62,576	65,079	67,683	70,390
11	52,976	55,095	57,299	59,591	61,975	64,454	67,032	69,713	72,502
12	54,566	56,748	59,018	61,379	63,834	66,387	69,043	71,804	74,677
13	56,202	58,451	60,789	63,220	65,749	68,379	71,114	73,959	76,917
14	57,889	60,204	62,612	65,117	67,721	70,430	73,247	76,177	79,224
15	59,625	62,010	64,491	67,070	69,753	72,543	75,445	78,463	81,601
16	61,414	63,871	66,425	69,082	71,846	74,719	77,708	80,817	84,049
17	63,256	65,787	68,418	71,155	74,001	76,961	80,039	83,241	86,571
18	65,154	67,760	70,471	73,289	76,221	79,270	82,441	85,738	89,168
19	67,109	69,793	72,585	75,488	78,508	81,648	84,914	88,310	91,843
20	69,122	71,887	74,762	77,753	80,863	84,097	87,461	90,960	94,598
21	71,196	74,043	77,005	80,085	83,289	86,620	90,085	93,689	97,436
22	73,331	76,265	79,315	82,488	85,787	89,219	92,788	96,499	100,359
23	75,531	78,553	81,695	84,963	88,361	91,896	95,571	99,394	103,370
24	77,797	80,909	84,146	87,511	91,012	94,652	98,438	102,376	106,471
25	80,131	83,337	86,670	90,137	93,742	97,492	101,392	105,447	109,665
26	82,535	85,837	89,270	92,841	96,555	100,417	104,433	108,611	112,955
27	85,011	88,412	91,948	95,626	99,451	103,429	107,566	111,869	116,344
28	87,562	91,064	94,707	98,495	102,435	106,532	110,793	115,225	119,834
29	90,188	93,796	97,548	101,450	105,508	109,728	114,117	118,682	123,429
30	92,894	96,610	100,474	104,493	108,673	113,020	117,541	122,242	127,132
31	95,681	99,508	103,489	107,628	111,933	116,410	121,067	125,910	130,946
32	98,551	102,493	106,593	110,857	115,291	119,903	124,699	129,687	134,874
33	101,508	105,568	109,791	114,183	118,750	123,500	128,440	133,577	138,921
34	104,553	108,735	113,085	117,608	122,312	127,205	132,293	137,585	143,088
35	107,690	111,997	116,477	121,136	125,982	131,021	136,262	141,712	147,381
36	110,920	115,357	119,972	124,770	129,761	134,952	140,350	145,964	151,802
37	114,248	118,818	123,571	128,514	133,654	139,000	144,560	150,343	156,356
38	117,675	122,383	127,278	132,369	137,664	143,170	148,897	154,853	161,047
39	121,206	126,054	131,096	136,340	141,794	147,465	153,364	159,498	165,878

### Appendix A-3 Faculty Salary Schedule 2026-2027

	A	B	C	D	E	F	G	H	I
STEP	No-deg.	BS/BA or Lane A and Prof. License	MS/MA or Lane B and Prof. License	MA+15 or Lane C and Prof. License	MA+30 or Lane D and Prof. License	MA+45 or Lane E and Prof. License	MA+60 or Lane F and Prof. License	MA+75/DR. or Lane G and Prof. License	DR+15 or Lane H and Prof. License
1	40,566	42,189	43,876	45,631	47,456	49,355	51,329	53,382	55,517
2	41,783	43,454	45,192	47,000	48,880	50,835	52,869	54,984	57,183
3	43,036	44,758	46,548	48,410	50,347	52,360	54,455	56,633	58,898
4	44,328	46,101	47,945	49,862	51,857	53,931	56,089	58,332	60,665
5	45,657	47,484	49,383	51,358	53,413	55,549	57,771	60,082	62,485
6	47,027	48,908	50,865	52,899	55,015	57,216	59,504	61,884	64,360
7	48,438	50,375	52,390	54,486	56,666	58,932	61,289	63,741	66,291
8	49,891	51,887	53,962	56,121	58,365	60,700	63,128	65,653	68,279
9	51,388	53,443	55,581	57,804	60,116	62,521	65,022	67,623	70,328
10	52,929	55,047	57,248	59,538	61,920	64,397	66,973	69,652	72,438
11	54,517	56,698	58,966	61,325	63,778	66,329	68,982	71,741	74,611
12	56,153	58,399	60,735	63,164	65,691	68,319	71,051	73,893	76,849
13	57,837	60,151	62,557	65,059	67,662	70,368	73,183	76,110	79,154
14	59,573	61,955	64,434	67,011	69,691	72,479	75,378	78,393	81,529
15	61,360	63,814	66,367	69,021	71,782	74,653	77,640	80,745	83,975
16	63,201	65,729	68,358	71,092	73,936	76,893	79,969	83,168	86,494
17	65,097	67,700	70,408	73,225	76,154	79,200	82,368	85,663	89,089
18	67,049	69,731	72,521	75,421	78,438	81,576	84,839	88,232	91,762
19	69,061	71,823	74,696	77,684	80,791	84,023	87,384	90,879	94,515
20	71,133	73,978	76,937	80,015	83,215	86,544	90,006	93,606	97,350
21	73,267	76,197	79,245	82,415	85,712	89,140	92,706	96,414	100,271
22	75,465	78,483	81,623	84,888	88,283	91,814	95,487	99,306	103,279
23	77,729	80,838	84,071	87,434	90,932	94,569	98,352	102,286	106,377
24	80,061	83,263	86,593	90,057	93,659	97,406	101,302	105,354	109,568
25	82,462	85,761	89,191	92,759	96,469	100,328	104,341	108,515	112,855
26	84,936	88,334	91,867	95,542	99,363	103,338	107,471	111,770	116,241
27	87,484	90,984	94,623	98,408	102,344	106,438	110,696	115,123	119,728
28	90,109	93,713	97,462	101,360	105,415	109,631	114,016	118,577	123,320
29	92,812	96,525	100,386	104,401	108,577	112,920	117,437	122,134	127,020
30	95,596	99,420	103,397	107,533	111,834	116,308	120,960	125,798	130,830
31	98,464	102,403	106,499	110,759	115,189	119,797	124,589	129,572	134,755
32	101,418	105,475	109,694	114,082	118,645	123,391	128,326	133,460	138,798
33	104,461	108,639	112,985	117,504	122,204	127,093	132,176	137,463	142,962
34	107,595	111,898	116,374	121,029	125,871	130,905	136,142	141,587	147,251
35	110,822	115,255	119,866	124,660	129,647	134,832	140,226	145,835	151,668
36	114,147	118,713	123,462	128,400	133,536	138,877	144,433	150,210	156,218
37	117,572	122,274	127,165	132,252	137,542	143,044	148,766	154,716	160,905
38	121,099	125,943	130,980	136,220	141,668	147,335	153,228	159,358	165,732
39	124,732	129,721	134,910	140,306	145,918	151,755	157,825	164,138	170,704

## Appendix A-4 Faculty Salary Schedule 2027-2028

	A	B	C	D	E	F	G	H	I
STEP	No-deg.	BS/BA or Lane A and Prof. License	MS/MA or Lane B and Prof. License	MA +15 or Lane C and Prof. License	MA +30 or Lane D and Prof. License	MA +45 or Lane E and Prof. License	MA +60 or Lane F and Prof. License	MA +75/DR. or Lane G and Prof. License	DR +15 or Lane H and Prof. License
1	43,000	44,720	46,509	48,369	50,304	52,316	54,409	56,585	58,848
2	44,290	46,062	47,904	49,820	51,813	53,886	56,041	58,283	60,614
3	45,619	47,443	49,341	51,315	53,367	55,502	57,722	60,031	62,432
4	46,987	48,867	50,821	52,854	54,968	57,167	59,454	61,832	64,305
5	48,397	50,333	52,346	54,440	56,617	58,882	61,237	63,687	66,234
6	49,849	51,843	53,916	56,073	58,316	60,649	63,075	65,598	68,221
7	51,344	53,398	55,534	57,755	60,065	62,468	64,967	67,565	70,268
8	52,885	55,000	57,200	59,488	61,867	64,342	66,916	69,592	72,376
9	54,471	56,650	58,916	61,273	63,723	66,272	68,923	71,680	74,547
10	56,105	58,349	60,683	63,111	65,635	68,261	70,991	73,831	76,784
11	57,788	60,100	62,504	65,004	67,604	70,308	73,121	76,046	79,087
12	59,522	61,903	64,379	66,954	69,632	72,418	75,314	78,327	81,460
13	61,308	63,760	66,310	68,963	71,721	74,590	77,574	80,677	83,904
14	63,147	65,673	68,300	71,032	73,873	76,828	79,901	83,097	86,421
15	65,041	67,643	70,349	73,163	76,089	79,133	82,298	85,590	89,014
16	66,993	69,672	72,459	75,357	78,372	81,507	84,767	88,158	91,684
17	69,002	71,762	74,633	77,618	80,723	83,952	87,310	90,802	94,434
18	71,072	73,915	76,872	79,947	83,145	86,470	89,929	93,526	97,267
19	73,205	76,133	79,178	82,345	85,639	89,065	92,627	96,332	100,185
20	75,401	78,417	81,553	84,816	88,208	91,736	95,406	99,222	103,191
21	77,663	80,769	84,000	87,360	90,854	94,489	98,268	102,199	106,287
22	79,993	83,192	86,520	89,981	93,580	97,323	101,216	105,265	109,475
23	82,392	85,688	89,116	92,680	96,387	100,243	104,253	108,423	112,760
24	84,864	88,259	91,789	95,461	99,279	103,250	107,380	111,675	116,142
25	87,410	90,906	94,543	98,324	102,257	106,348	110,602	115,026	119,627
26	90,032	93,634	97,379	101,274	105,325	109,538	113,920	118,476	123,216
27	92,733	96,443	100,300	104,312	108,485	112,824	117,337	122,031	126,912
28	95,515	99,336	103,309	107,442	111,739	116,209	120,857	125,692	130,719
29	98,381	102,316	106,409	110,665	115,092	119,695	124,483	129,462	134,641
30	101,332	105,386	109,601	113,985	118,544	123,286	128,218	133,346	138,680
31	104,372	108,547	112,889	117,405	122,101	126,985	132,064	137,347	142,841
32	107,503	111,803	116,276	120,927	125,764	130,794	136,026	141,467	147,126
33	110,728	115,158	119,764	124,554	129,537	134,718	140,107	145,711	151,540
34	114,050	118,612	123,357	128,291	133,423	138,760	144,310	150,082	156,086
35	117,472	122,171	127,058	132,140	137,425	142,922	148,639	154,585	160,768
36	120,996	125,836	130,869	136,104	141,548	147,210	153,099	159,222	165,591
37	124,626	129,611	134,795	140,187	145,795	151,626	157,691	163,999	170,559
38	128,365	133,499	138,839	144,393	150,168	156,175	162,422	168,919	175,676
39	132,216	137,504	143,004	148,725	154,674	160,860	167,295	173,987	180,946

## **Appendix B-1 Overload Schedule 2025-2028**

<b>Year</b>	<b>up to 9 CHE's</b>
2025 (January)	\$978.00
2025 (August)	\$1,014.68
2026 (August)	\$1,052.73
2027 (August)	\$1,092.20

## **Appendix B-2 Summer Schedule 2025-2028**

<b>Year</b>	<b>up to 12 CHE's</b>
2025	\$978.00
2026	\$1,014.68
2027	\$1,052.73
2028	\$1,092.20