

# **AGREEMENT**

**Between**

**Board of Trustees**

**Illinois Eastern Community Colleges**

**District No. 529**

**And**

**Illinois Eastern Colleges Education Association IEA/NEA**

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## **AGREEMENT**

This AGREEMENT is entered into this 1<sup>st</sup> day of September, 2019, by and between the BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT NO. 529 (hereafter referred to as the "Board") and the ILLINOIS EASTERN COMMUNITY COLLEGES EDUCATION ASSOCIATION, an affiliate of the IEA/NEA (hereafter referred to as the "Association"), and only applies to said parties.

### **WITNESSETH:**

WHEREAS, the Board and the Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the full-time faculty members included in the appropriate bargaining unit insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Illinois Eastern Community Colleges and are consonant with the paramount interests of the public and the students of Illinois Eastern Community Colleges.

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by law, for the salaries, hours, fringe benefits and conditions of employment of the full-time faculty members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of Illinois Eastern Community Colleges, and to provide an orderly and prompt method of handling and processing grievances:

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

### **ARTICLE I**

#### **Recognition**

Section 1.0            Recognition. The Board recognizes the Association as the exclusive bargaining representative for the bargaining unit described as follows:

Included are all full-time faculty including Lead Instructors. Excluded are faculty in Workforce Education, Radio Station Manager and Engineer, and all other employees of Illinois Eastern Community Colleges, District No. 529.

A "temporary full-time faculty member" is defined as someone employed by the Board to teach fifteen (15) credit hours or more, but not for more than two (2) consecutive regular academic semesters, with no assurance of continued employment, and who is specifically informed by the Board, in writing, that their employment relationship is temporary in nature. Nothing in this section shall be used to replace a full-time faculty position by hiring a series of temporary full-time faculty members. Such

persons shall not be deemed members of the bargaining unit represented by the Association.

Section 1.1 Meeting with Other Faculty Organizations. This Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee or employee organization representing members of the bargaining unit for the purpose of hearing the views and proposals of such employee or such employee organization, provided that as to these matters covered by this Agreement no changes or modifications shall be made which conflict with the provisions of this Agreement. However, the specific rights granted to the Association by this Agreement shall not be extended to any competing union.

## ARTICLE II

### General Provisions

Section 2.0 No Partisan Activity. During the term of this Agreement, neither the Association nor any full-time faculty member covered by this Agreement will engage in, support, encourage or condone any activity whatsoever which would knowingly or intentionally engender or intend to engender student reaction against the Board with respect to any matter concerning negotiations or the administration of this Agreement.

Section 2.1 Gender. Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall refer to both the masculine and feminine.

Section 2.2 Commencement. All full-time faculty members shall participate in the commencement ceremonies in academic regalia, as provided by the College, unless previously excused by the President.

Section 2.3 Outside Employment. A full-time faculty member shall not, during the academic year, be employed for remuneration by employers other than the District, except with the approval of the Chief Executive Officer and the Board. Anyone who wants approval must make written application to the Board through the Chief Executive Officer on the standard form entitled "Request for Approval of Proposed Non-College Employment." It may be granted only when it appears that such activity will not interfere with the performance of District duties or impair the usefulness of the faculty member. Activities will be reported at the end of the year on the standard form entitled "Report of Non-College Employment Performed".

Section 2.4 Ownership & Royalties of Inventions and/or Materials. As a basic principle, Illinois Eastern Community Colleges District, No. 529 recognizes that ownership of inventions and/or materials and the royalties resulting therefrom, normally belong to the full-time faculty members, except as otherwise provided in this policy.

College or joint ownership of inventions and/or materials developed or prepared by a full-time faculty member exists when any one or a combination of the following conditions apply:

- A. When the invention and/or material bears a direct relationship to, or is made or developed in connection with the employee's duties and responsibilities as an employee of the Board.
- B. When the invention and/or material is made or developed with a contribution of College facilities, equipment (owned and rented), materials, funds, information, or of time and services of full-time faculty members and/or students on College and related duties.
- C. When the invention and/or material is made or developed in performance of College commissioned projects including private or government sponsored grants received by the College.

It shall be the responsibility of the full-time faculty member to obtain any copyrights or patents relative to joint ownership. It shall be the responsibility of the College to obtain any copyrights or patents for inventions and/or materials made or developed under the auspice of a College commission.

General principles of ownership and equity will be in accordance with the following guidelines:

<u>Involvement</u>	<u>Equity</u>	<u>Ownership</u>
No College involvement Inventions and/or materials	Full-time Faculty Member	Full-time Faculty Member
College involvement (see conditions A&B above) Inventions and/or written materials	College 20% Full-time Faculty Member 80%	Full-time Faculty Member
College involvement (see conditions A&B above) Recorded materials	College 80% Full-time Faculty Member 20%	College
College commissioned (see condition C above) Inventions and/or materials	College	College

The distribution of equity under the general principles listed above are subject to modification by mutual consent of the full-time faculty member and the College.

It shall be the responsibility of the full-time faculty member to give written notification to the College of intent to make, develop, patent, or copyright inventions and/or materials as soon as possible.

Internal use of inventions and/or materials resulting from College involvement will be without charge to the College.

Full-time faculty member(s) shall be responsible for obtaining appropriate written releases from individuals identifiable in or, in some manner, requested to participate in the creation of College supported materials. Written statements shall also be obtained from appropriate College personnel indicating that to the best of their knowledge, any of the materials developed do not infringe on existing copyrights or other legal rights.

The following definitions apply under the term of this policy:

Inventions – All devices, discoveries, processes, methods, uses, products, or combinations, whether or not patented or patentable at any time under the Federal Patent Act as now existing or hereafter amended or supplemented.

Written Materials – All instructional, literary, art, dramatic, and musical materials or works and all other materials, published or unpublished whether or not copyrighted or copyrightable.

Materials – Written materials and recorded materials.

Section 2.5 Distribution. Upon ratification of this Agreement, the parties will cause the Agreement to be printed in adequate multiple copies. The parties will equally share the cost of the printing at the standard district printing cost.

Section 2.6 Board Agenda. The President of the Association or the President's designee shall be given written or electronic notice of all regular and special meetings of the Board of Trustees together with a copy of the agenda of each meeting and the open session minutes of the prior meeting at the same time items are distributed to the Board of Trustees.

Section 2.7 Information to the Association. The Board shall make available to the Association upon reasonable request any records, reports, and other written documents, which have been, or by law should have been, made available to the public.

Section 2.8 Meetings, Notices and General Information. The Association shall have the right to hold a reasonable number of meetings on College property at times when the campus is normally open and accessible provided such meetings in no way interfere with any aspect of the instructional program. Any abnormal out-of-pocket expenses to the District resulting from such meetings will be borne by the Association. In accordance with applicable College procedure, such meetings will be scheduled at least seventy-two (72) hours in advance.

The Association shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agent's business on behalf of the members of the negotiating unit.

The Association shall be provided bulletin board space or approved space to mount a bulletin board at each institution. Only authorized representatives of the Association will use bulletin boards for Association announcements and all material posted will relate only to the Association's official business as negotiation agent of the bargaining unit. Locations for bulletin boards shall be approved by the individual College President. Privileges granted by this section shall not extend to inflammatory or partisan political materials.

Section 2.9 Day of Service. All full-time faculty members are expected to be on campus for each day of service specified or in the College calendar unless the employer has approved leave for other College activities or other approved professional activities away from the campus.

During the regular academic year, full-time faculty shall work 179 days of service, which shall include up to 153 days of instruction, 4 faculty workshop days, 5 service days, 8 academic testing days, and 9 holidays. Holidays shall be Labor Day, Columbus Day, Veterans Day, Thanksgiving Thursday and Friday, Martin Luther King Day, President's Day, Spring Holiday, Casimir Pulaski Holiday which is observed on the Monday of the week of Spring Break.

In the event of unusual circumstances, such as excessive snow, epidemics, energy crises, or acts of God, which close down the College operations, it may be necessary to schedule make-up days for the students' educational benefit or to meet ICCB regulations. In no case, however, will the total number of days of service exceed 179 during the regular academic year.

Section 2.10 Office Hours. Each full-time faculty member shall maintain regular, posted office hours adequate to the needs of the students. Hours by appointment shall be arranged by the faculty member for students whose schedules do not allow use of posted hours. At least five (5) posted office hours per week shall be maintained by each faculty member. Faculty who teach courses online may fulfill a percentage of their office hours online, according to the schedule below provided that their online office hour is not conducted at the same time as an in-office, office hour.

Percentage of Semester Load in Online Courses	Number of office hours allowed online
20-39%	1 office hour
40% or more	2 office hours

Online office hours cannot exceed 2 hours per week, per semester.

Section 2.11 Academic Year Length. The length of the regular academic year, i.e., fall and spring semesters, shall not exceed 278 consecutive calendar days, exclusive of commencement (graduation) days. Except as otherwise provided in this Agreement, the Board retains the right to determine the academic calendar. Before publishing the calendar for an upcoming academic year, the Board will offer to meet and discuss the planned calendar with the Association pursuant to Article XIV (Communications Committee).

Section 2.12 Americans With Disabilities Act. Notwithstanding any other provision of this Agreement, it is agreed that the Board may take all actions necessary to comply with the Americans With Disabilities Act.

Section 2.13 Academic Rank. Determination of academic rank is based on continued education, experience, longevity, and review, which shall include objective evidence of excellence in the delivery of instruction; service to the college and/or District and the profession; and, service to the community.

Placement is as follows:

<b>Rank</b>	<b>Eligibility</b>
Instructor	All bargaining-unit faculty members initial placement. (*Unless otherwise determined at hire.)
Assistant Professor	Faculty receive this rank upon being awarded tenure, having completed 5 continuous years at IECC full-time teaching, and have an earned Bachelor's degree
Associate Professor	Faculty are eligible for this rank if they are tenured, have completed 10 continuous years at IECC full-time teaching, and have an earned Master's degree. Faculty must apply for this rank and pass review of the Academic Rank Committee**.
Professor	Faculty are eligible for this rank if they are tenured, have completed 15 continuous years at IECC full-time teaching, and have an earned Master's degree plus 18 graduate hours in a single academic discipline. Faculty must apply for this rank and pass review of the Academic Rank Committee**. <i>On the effective date of this contract, any full-time faculty member who has been a full-time faculty member prior to September 1, 2002 will not have to satisfy 18 graduate hours in a single academic discipline beyond a Master's degree and is eligible to apply for this rank if they are tenured, have completed 15 continuous years at IECC full-time teaching and have an earned Master's degree. Any full time faculty member who became a full-time faculty member after September 1, 2002, must have 18 graduate hours in a single academic discipline beyond their Master's degree.</i>

Faculty who want to apply for the rank of Associate Professor or Professor must submit their application to the Director of Human Resources, either in writing or electronically, by mid-term of the Spring semester.

A faculty member's ranking will be determined 60 days after the last instructional day in May each academic year.

\*The Administration may confer a rank during initial hiring that recognizes prior higher education teaching experience and previous rank held at other respective institutions.

\*\*A committee on rank will be established to consider applications for promotion to the rank of Associate Professor and Professor. The Academic Rank committee shall consist of 2 Presidents, 2 Deans of Instruction, and the Director of Human Resources, as appointed by the Chief Executive Officer, and four Faculty Members, as appointed by the Association President. The committee shall pass an applicant for higher rank based on a simple majority vote. The Academic Rank Committee shall meet during spring semester and the summer session to consider applications. The decision of the committee is final.

The Academic Rank of Instructor and Assistant Professor will be effective with the ratification of the Faculty Agreement. If awarded, the Academic Ranks of Associate Professor and Professor will be effective following the Summer 2018 review by the Academic Rank Committee. Any faculty member awarded the rank of Associate Professor or Professor during the Summer 2018 review will receive the Associate Professor/Professor Summer Rate pay in a retroactive payment for Summer 2018.

## **ARTICLE III**

### **Board Management Rights**

Section 3.0            It is understood and agreed that the Board, on behalf of the electors of the District, retains and reserves all of its powers and authority to direct, manage, and control all operations and activities of the District to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: maintain executive and administrative control of the District and its properties and of all its personnel; determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; to establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine class size; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; decide whether to make or purchase goods or services; and take action on any matter in the event of an

emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, demote, terminate, and discipline employees.

Section 3.1 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific terms are in conformance with law.

Section 3.2 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 3.3 Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois Public Community College Act or any other national, state, county, district, or local law or regulation as they pertain to education.

## ARTICLE IV

### Faculty Personnel File

Section 4.0 Access to Personnel File. Within ten (10) days of a faculty member's written request, the Board shall provide a faculty member with access to non-confidential information, which may be contained in the faculty member's official personnel file. A faculty member shall be permitted to request copies of non-confidential portions of documents contained in their personnel file at the time of inspection. If a faculty member requests copies of more than twenty-five (25) pages of documents during a single academic year, then the Board may require the faculty member to pay for the cost of copying the additional documents. Nothing herein shall require the Board to research, prepare, collate or compile any information or reports contained in a faculty member's personnel file.

If a faculty member disagrees with any information contained in the non-confidential portion of his or her personnel file, then a removal or correction of the information may be mutually agreed upon between the Board and the faculty member. If an agreement cannot be reached, the faculty member may submit a written statement explaining the faculty member's position. The Board shall attach the faculty member's statement to the disputed portion of the personnel record. The faculty member's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is part of the file. The inclusion of any such written statement by the faculty member without further comment or action by the Board shall not imply or create any presumption that the Board agrees with the contents of the faculty member's statement.

A faculty member may, at their request, be accompanied by one Association representative at the time they review their personnel file. This section shall not entitle any faculty member to examine letters of recommendation or reference, or to examine any other documents, which are exempt from disclosure under applicable law.

## ARTICLE V

### Association/Board Relations

Section 5.0 Non-discrimination. In accordance with applicable federal and state law, neither the Board nor the Association shall discriminate on the basis of a full-time faculty member's race, color, sex, sexual orientation, age, marital status, religious affiliation, veteran status, national origin, disability, genetic information, or any other protected category. Any disagreement concerning the interpretation and application of this paragraph shall be resolved through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Inquiries regarding the interpretation of applicability of this section may be made to the Title IX/ADA Coordinator, 320 East North Avenue, Noble, IL 62868; (618) 393-7508.

Section 5.1 Dues Deduction. Any full-time faculty member may have his Association dues deducted from his paycheck upon submission of written request. The appropriate authorization form for dues deduction will be supplied by the Association. A continuous authorization shall remain in effect from year-to-year unless the full-time faculty member revokes said authorization in writing between August 15 and August 31 of any year. Should a full-time faculty member leave the District or drop his membership, the Employer will deduct the remainder of the dues from the next available paycheck, to the extent funds are adequate. The Association will notify the Employer annually of the total amount of dues to be deducted for each covered full-time faculty member. Such dues will be remitted to the Association within ten (10) days following the last pay period each month.

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

Section 5.2 Fair Share. During the term of this Agreement, full-time faculty members who are not members of the Association shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Association for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the full-time faculty members covered by this Agreement. Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Association. The Association shall annually submit to the Board a list of

the full-time faculty members covered by this Agreement who are not members of the Association and an affidavit, which specifies the amount of the fair share fee, which amount shall not exceed the dues uniformly required of members of the Association. The amount of the fair share fee certified by the Association shall not include any fees for contributions related to the election or support of any candidate for political office or member only benefits.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings of a church or religious body shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the full-time faculty member and the Association. If the effected non-member and the Association are unable to reach Agreement on the organization, the organization shall be selected by the effected non-member from an approved list of charitable organizations established by the Illinois Education Labor Relations Board and the payment shall be made to said organization.

The Association 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 (monetary or otherwise) that arise out of or by reason of any action taken or not 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.

The Board shall promptly notify the Association if there is any lawsuit or other legal challenge to the provisions of this article and the Association, upon such notice being given, shall have the right to designate legal counsel to defend such action; provided, however, the Board shall have the right to designate its own legal counsel, if the Board determines it is necessary, in any such legal proceedings.

## ARTICLE VI

### Grievance Procedure

Section 6.0            Definition. A contract grievance is a claim by an employee covered by the contract (hereinafter to be known as the grievant) of an alleged misinterpretation or misapplication of a specific article or section of this Agreement.

Section 6.1            Definition of Days. Days are defined as days in which the Board District Central Office is normally open to conduct business.

Section 6.2            Grievance Procedure.

Section 6.2.1        Informal Level. Within ten (10) days after the occurrence of the action or omission giving rise to a grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor. Every effort shall be made by

both parties to settle grievances at this informal step. In order to facilitate early settlement, it is agreed that any settlement made at this step in any grievance shall not constitute a precedent for any future settlement of any grievance at any step.

Section 6.2.2      Formal Level Procedure.

Step 1. Failing to resolve the difficulty through informal means, the grievant may, within five (5) days from the termination of the informal conference, register a formal grievance. The grievance shall be in writing, on standardized grievance forms, with copies to the Association, the appropriate Dean or the Dean's designee, the President of the College and the Chief Executive Officer, District No. 529 office, stating the following:

- a.                Statement of grievance listing the specific action and events alleged to violate this Agreement, and the article or articles and provision or provisions violated.
- b.                Steps taken to resolve differences through informal means;
- c.                Steps the grievant recommends the District take to provide relief to the grievant.

The Dean or the Dean's designee will meet with the grievant and shall communicate a decision, in writing, to the grievant with a copy to the President of the College, the Chief Executive Officer, District No. 529 office, and the Association, within ten (10) days after receiving the grievance.

Step 2.            In the event the grievant is not satisfied with the decision at Step 1, he may appeal the decision to the President, or his designee, within ten (10) days after receiving the Step 1 decision. The written appeal shall contain the following:

- a.                A copy of the original grievance;
- b.                The decision rendered at Step 1;
- c.                A clear and concise statement of the reasons for the appeal.

The President, or his designee, shall confer with the grievant and Association representative if requested by the grievant and shall communicate a decision, in writing, to the grievant, with a copy to the Association, the immediate supervisor, and the Chief Executive Officer, District No. 529 office, within ten (10) days after receiving the appeal.

Step 3.            If not satisfied with the decision at Step 2, the grievant may, within five (5) days, appeal the decision to the Chief Executive Officer, District No. 529 office, Association representative, and all other parties specified in previous steps.

The grievant shall furnish the Chief Executive Officer with a full-report of the grievance. Within ten (10) working days, the grievant, an Association representative, the President of the College, and the Chief Executive Officer, District No. 529 office, shall meet, and the Chief Executive Officer, or his designee, shall, ten (10) working days thereafter, render a written decision with copies to the grievant, the Association representative, and all parties specified in previous steps.

Step 4. If the Association is not satisfied with the disposition of the grievance at Step 3, the Association may submit the grievance to arbitration. If a demand for arbitration is not filed within ten (10) days of the date for the Step 3 answer, then the grievance shall be deemed withdrawn.

The parties shall attempt to agree upon an arbitrator within seven (7) days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said seven (7) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the Association and the Board shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Association and Board representatives.

Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

The arbitrator shall submit his decision, in writing, within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later.

Section 6.3 Limitation on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the Board and Association, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, will be accepted as final and binding by the Board, the Association, and the grievant, and all parties will abide by it through the term of this Agreement.

Section 6.4 Withdrawal of Grievance. A grievance may be withdrawn at any level without establishing precedent.

Section 6.5 Time Limits. No grievance shall be entertained or processed unless it is submitted within ten (10) days after the grievant becomes aware of the first 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 shall be considered acceptance of the decision rendered at that step. Failure at any step of this procedure to communicate a decision on a grievance within the specified time limits shall 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.

Section 6.6 Arbitrator's Fees. The fees and expenses of the arbitrator and the cost 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 representative and witnesses.

Section 6.7 Bypassing of a Step. If the Association and the Chief Executive Officer agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

Section 6.8 Released Time for Arbitration. In the event that a full-time faculty member's presence is required at an arbitration hearing, such full-time faculty member shall be released from regular assignment for reasonable time required to attend the hearing without loss of pay or benefits.

Section 6.9 No Reprisals. No reprisals shall be taken against any full-time faculty member for his filing a grievance, or being a witness in the grievance process.

## **ARTICLE VII**

### **Entire Agreement**

Section 7.0 This Agreement upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, referred to or covered in this Agreement, including the impact of the Board's exercise of its rights as set forth herein, on wages, hours or terms and conditions of employment.

## ARTICLE VIII

### Non-Interruption of Services and Work

Section 8.0 No full-time faculty member covered by this Agreement will instigate, sponsor, or participate in any strike, sympathy strike, slowdown, stoppage of work, or any other interruption of the operations of the College, regardless of the reason for so doing. Any or all full-time faculty members who violate this provision may be terminated or otherwise disciplined by the Board.

Section 8.1 During the term of this Agreement, the Association will not instigate, promote, sponsor, encourage, or participate in any strike, slowdown, or other concerted effort to supply less than full service to the District for any reason.

## ARTICLE IX

### Compensation

Section 9.0 General Statement. Total compensation at IECC for full-time faculty members shall consist of base salary, payroll deduction and tax sheltering of State Universities Retirement System contributions, (i.e., the amount which the Board deducts and pays State Universities Retirement System out of the faculty member's compensation) and group major medical insurance. Total compensation may include overload payments and stipends when appropriate.

Section 9.1 Teaching Load. The full-time load of a full-time faculty member shall be fifteen (15) equated semester hours for each academic semester, i.e., fall and spring semesters, for a total of thirty (30) equated semester hours for an academic year.

Faculty employed to teach less than fifteen (15) credit hours per semester, or portions thereof, an/or faculty who do not meet the definition of a "faculty member" under the Illinois Community College Tenure Act shall not be considered members of the bargaining unit represented by the Association.

Section 9.2 Teaching Load Formula. Lecture hours for full-time faculty will be equated at a ratio of one-to-one (1:1). Lab hours will be equated at a ratio of eight-tenths-to-one (.8:1) except for full-time nursing faculty teaching core courses in the nursing program. Core lab hours in the nursing program will be equated at a ratio of one-to-one (1:1).

Section 9.3 Overload. Full-time faculty members who teach more than fifteen (15) equated semester hours during an academic semester shall be paid an overload pay rate as follows:

<u>Overload Rate for Instructors/Assistant Professors</u>	<u>Effective Date</u>
\$550 per equated semester hour	Spring 2019
\$560 per equated semester hour	Fall 2020
<u>Overload Rate for Associate Professors/Professors</u>	<u>Effective Date</u>
\$560 per equated semester hour	Spring 2019
\$570 per equated semester hour	Fall 2020

One-half of overload pay for Spring semester and Fall semester will be paid at mid-term and one-half of overload for Spring and Fall semester will be paid at the end of the term. Full-time faculty employees will receive payment for overload upon receipt of pay sheets in accordance with the following schedule of pay dates:

- A) 1/2 Fall overload paid in the second paycheck in October of each year.
- B) 1/2 Fall overload paid in the second paycheck in December of each year.
- C) 1/2 Spring overload paid in the first paycheck in March of each year.
- D) 1/2 Spring overload paid in the first paycheck in May of each year.

The rate for teaching individualized applied music shall be \$170 per student, per credit hour.

The parties acknowledge that the Board may pay any or all part-time faculty a part-time teaching rate, which may be greater or less than the overload rate for full-time faculty.

Section 9.4 Summer School. Full-time faculty members who teach in the summer shall be paid a summer school rate as follows:

<u>Summer Rate for Instructors/Assistant Professors</u>	<u>Effective Date</u>
\$650 per equated semester hour	Summer 2019
\$660 per equated semester hour	Summer 2021
<u>Summer Rate for Associate Professors/Professors</u>	<u>Effective Date</u>
\$660 per equated semester hour	Summer 2019
\$670 per equated semester hour	Summer 2021

One-half of summer pay for the summer semester will be paid at mid-term and one-half of the summer pay will be paid at the end of the term. Full-time faculty employees will

receive payment for summer upon receipt of pay sheets in accordance with the following schedule:

- A.) ½ summer semester paid on the regularly scheduled pay date nearest to midterm.
- B.) ½ summer semester paid on the regularly scheduled pay date nearest to end of term.

Section 9.5            Terms of Insurance Policies. The extent of coverage under the group major medical insurance policy referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Questions concerning the administration of said insurance policies shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The Board retains the right to change insurance carriers or otherwise provide for coverage of insurance (i.e., self-insurance) as long as benefits remain reasonably the same.

Section 9.6            Insurance Benefits The Board will pay the full amount towards the cost of an individual faculty member's premium on the Option 2 Qualified High Deductible Health Plan (QHDHP) and dental insurance policy premium. The Board will apply and pay the premium amount for the Option 2 (QHDHP) towards the other medical plans for any faculty member who selects the other medical plans, with the faculty member paying the premium difference through payroll deductions. The Board will also contribute \$1,000 in calendar year 2020 and 2021 to a Health Savings Account (HSA) for each faculty member who opts for one of the Qualified High Deductible Health Plans (QHDHPs) and chooses to enroll in the HSA for 2020 and 2021 . (HSA contributions shall be prorated for eligible faculty members hired after January in a calendar year.)

Full-time faculty members may elect to carry dependent coverage at their own cost and may have the premiums for this coverage deducted through payroll deductions.

In the event an individual faculty member chooses to waive medical coverage for himself or herself on the IECC Group plan and elect coverage under a spouse's plan or private insurance, IECC will reimburse up to \$3,500 in medical out of pocket expenses, not including insurance premiums, per faculty member per year. The Board will only pay amounts billed on the spouse's plan or private insurance plan's Explanation of Benefits (EOB). A faculty member cannot choose a spouse's plan if such plan is a Health Savings Account (HSA). Qualified High Deductible plans cannot have reimbursement from any other source.

Section 9.7            Travel Reimbursements. Full-time faculty will be reimbursed for approved business related travel at the Illinois state reimbursement rate as specified by the Illinois State Board of Education.

Full-time faculty will only be reimbursed for approved travel from the first work site to a second work site. When travel is from a personal residence to a second work site, travel will be reimbursed for mileage equal to the difference between the faculty member's personal residence and the first/closer work site.

Section 9.8 Tuition Waivers for Full-time Faculty Members and Family.

Each full-time faculty member, spouse, and dependents of the full-time faculty member shall be entitled to enroll tuition-free in credit courses on a space available basis. Applicable course fees will be paid by the individual. The enrollment of any dependents or spouse shall not count towards any administratively established class size minimum.

Section 9.9 Initial Placement and Advancement on Salary Schedule.

Section 9.9.1 Base Salary. Subject to the appropriate salary ranges set forth in Appendix A, the 2019-20 academic year base salary for all full-time faculty members who were employed and worked during the 2018-2019 academic year and who were still employed upon settlement shall be increased by 2.65%. Said increases to base salary for the 2019-20 academic year shall be effective with the first pay period of the academic year. Subject to the salary ranges set forth in Appendix A, the 2020-2021 academic year base salary for all full-time faculty members who were employed and worked during the 2019-2020 academic year shall be increased by 2.65%. Said increases to base salary for the 2020-2021 academic year shall be effective with the first pay period of the academic year.

See Appendix B for pay date information for the 2019-2020 academic year and Appendix C for pay date information for the 2020-2021 academic year.

Any educational level change, the payment for which would create a salary increase of greater than 6% in any academic year for a faculty member, shall not be paid entirely in the academic year earned. The increase shall be paid to the faculty member in annual amounts up to the maximum of a 6% increase, including any scheduled salary increase, in any academic year until the full educational level increase is realized. Future salary increases shall be calculated as if the full educational level increase had been awarded in the academic year earned.

If the Association disputes whether the foregoing paragraph should apply to a specific faculty member in a specific instance, the District shall seek an opinion from SURS. If an opinion letter is received from SURS, or other final determination, which states the District will not be required to pay or assume any liability for future benefits to be paid under the SURS laws or regulations then in place if a salary increase greater than 6% is provided to such faculty member, then the educational level increase will be fully paid in the academic year earned and not in subsequent annual amounts. Without regard to the final determination by SURS in any opinion letter, the Board of Trustees and the Association each retain the right to appeal such SURS determination.

Agreement submits official transcripts reflecting earned hours and/or degrees previously approved in writing by the District Human Resources Office, sufficient for movement from one educational level to another, said faculty member shall receive in his/her September payroll check the applicable prorated salary increase as set forth in the Educational Level Change Chart below:

<u>Educational Level Change</u>	<u>Salary Increase</u>
From Below AA to AA	<u>1000.00</u>
From AA to AA + 32	<u>1000.00</u>
From AA + 32 to BA	<u>1000.00</u>
From BA to BA + 16	<u>1000.00</u>
From BA + 16 to MA	<u>1000.00</u>
From MA to MA + 12	<u>1000.00</u>
From MA + 12 to MA + 24	<u>1000.00</u>
From MA + 24 to MA + 36	<u>1000.00</u>
From MA + 36 to MA + 48	<u>1000.00</u>
From MA + 48 to Ph.D.& Ed.D.	<u>2000.00</u>

Section 9.9.3 Special Provisions for Vocational/Technical Faculty Educational Level Change. Full-time vocational/technical faculty with primary subject discipline in the vocational/technical area may move from one educational level to another by the completion of approved courses or activities. The courses or activities counted toward educational level change must be planned in advance and approved by the District Human Resources Office prior to their beginning. Proof of completion of any previously planned and approved courses or activities must be in the District Human Resources Office prior to the commencement of the fall term. The proof of the completion must be provided each year regardless of whether a move has been earned. The following guidelines will be followed:

1. Undergraduate courses and graduate courses may be given approval.
2. Credit may be given for non-academic activities on the following basis:
  - a. Work experience
    - (1) Work experience must be directly related to the faculty member's subject discipline.

- (2) One (1) semester hour may be granted for each one hundred twenty (120) hours of approved work experience. (Not to exceed a total of sixteen (16) hours of credit for any one five year period nor more than (4) hours in any one year period.)
- (3) A letter from the employer stating duties, hours worked, and appraisal of the faculty member's performance and knowledge obtained is required for completion. A standard report form developed by the Communications Committee will be acceptable in lieu of the letter.

b. Workshops, seminars, conferences and clinics.

- (1) One (1) semester hour credit may be granted for each twenty-four (24) clock hours in approved workshops, seminars, conferences, and clinics.
- (2) One (1) semester hour credit may be granted for each 1.6 C.E.U. earned.
- (3) One (1) semester hour credit may be granted for each sixteen (16) contact hours earned.
- (4) A report from the workshop, seminar, conference, or clinic sponsor must be submitted to the District Human Resources Office as evidence of satisfactory completion. A standard report form developed by the Communication's Committee will be acceptable in lieu of the report.

Double credit will not be awarded for any single effort. Each work experience shall be such that new skills are acquired or the work is progressively more responsible in nature and scope.

Full-time faculty assigned their primary load in the following primary career fields are the full-time faculty eligible for Article IX, Compensation, Section 9.9.3., Special Provisions for Vocational/Technical Faculty Educational Level Change:

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| Accounting                            | Lineman Training                  |
| Administrative Information Technology | Industrial Maintenance Technology |
| Advanced Manufacturing                | Marketing Business Management     |
| Agricultural Technology               | Massage Therapy                   |
| Air Conditioning and Refrigeration    | Medical Office Assistant          |
| Auto Body Technology                  | Nursing                           |
| Automotive Services Technology        | Pharmacy Technician               |
| Broadband Telecom                     | Process Technology                |

Diesel Equipment Technology  
Drafting Technology  
Early Childcare  
Electronics Technology  
Gunsmithing  
Health Informatics  
Horticulture

Quality Improvement Specialist  
Radio TV-Broadcasting  
Radiography  
Social Services Specialist  
Sport Management  
Truck Driving  
Welding

The Board and the Association may review this list each year through the Communications Committee.

Section 9.9.4 Eligible Activities. Internal activities typically referred to as program or staff development activities sponsored by and funded by Illinois Eastern Community Colleges shall not qualify as credit toward educational level change. Courses taken at Illinois Eastern Community Colleges will not qualify. Courses taken at other accredited institutions may qualify.

Section 9.9.5 Initial Placement. The initial placement of new faculty members in an appropriate salary range shall be determined by the new faculty member's educational level, prior experience, if any, and present salary, if any, provided that no new faculty member shall be placed beyond the midpoint or below the minimum of the salary range of the appropriate educational level.

Educational level assignment: Below AA, AA, AA+32, BA, BA+16, MA, MA+12, MA+24, MA+36, MA+48, PHD. New faculty will be placed at the appropriate level, as determined by the Board, according to their educational preparation as indicated by transcripts and other documentation.

Experience is defined as full-time and part-time teaching experience and other related work experience, as determined by the Board, with a limit of fifteen (15) years for placement purposes within the salary range of the appropriate educational level. Community college and university teaching equates at a one-to-one ratio; high school teaching and other related work experience equates at a two-to-one ratio.

Section 9.9.6 Waiver of Requirements. Initial placement and educational level change may be waived at the discretion of the Board of Trustees upon recommendation of the President, District Director of Human Resources, and the Chief Executive Officer.

Section 9.10 Pay Dates. Base salary will be paid every other Friday on a bi-weekly schedule.

**First pay date of the academic year.** The first pay period of the academic year shall be no later than the first full bi-weekly pay period following the beginning of the academic year.

**Last pay date of the academic year for faculty on nine-month pay distribution.** The last pay shall occur 36 weeks following the first pay received in the academic year.

**Last pay date of the academic year for faculty on twelve-month pay distribution.** The last pay date shall occur 50 weeks following the first pay of the academic year.

Section 9.11            Internet Course Development.

Definition.

Internet Course: A course which predominantly involves asynchronous instruction of a credit hour course, which is specifically approved for delivery via the Internet. (Email, posting of assignments, quizzes, and posting of instructional materials does not constitute an Internet course, for example.)

Internet Course Compensation. To the extent the Board elects to assign a faculty member to develop and teach an Internet Course, then a one-time stipend of Three Hundred Fifty Dollars (\$350.00) per load hour, in addition to the faculty member's regular salary, will be paid to such faculty member the first time he or she teaches the course. When the course is taught on subsequent occasions by the same faculty member, then no stipend or additional compensation shall be paid.

Load. For purposes of workload determination, an Internet Course shall count the same as a regular course as defined in Section 9.2 of the agreement.

Pre-approval. No faculty member shall be eligible for additional compensation under this section for teaching an Internet Course unless such assignment and additional compensation is specifically approved, in advance, by the Board's CEO.

## ARTICLE X

### Negotiations Procedure

Section 10.0            The parties shall commence bargaining for a successor Agreement on or before 90 days prior to the expiration of this Agreement and shall bargain as per the Illinois Educational Labor Relations Act and its Rules and Regulations.

Section 10.1            It is agreed that the parties will use the Federal Mediation and Conciliation Service (FMCS) in the event of impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

Section 10.2 The Association and the Board agree that the Board shall not be required to bargain over matters of inherent managerial policy such as the function of the Board, standards of service, its overall budget, the organizational structure and selection of new employees and the direction of employees. The Board, however, agrees to participate in collective bargaining with the Association in good faith relative to the following items:

1. Wages, hours, and
2. Terms and conditions of employment.

## ARTICLE XI

### Leave Policies

Section 11.0 Personal Leave. A full-time faculty member shall be granted, without loss of pay or benefits, three (3) leave days per academic year for personal reasons. Application for such leave should be made five (5) days prior to time said leave is desired to the President and approved by the appropriate Dean, President, or Chief Executive Officer. Personal leave days may not be used during the four (4) faculty workshop days. Unused personal days shall accumulate as sick leave to a maximum of fourteen (14) additional sick days.

Section 11.1 Required Court Appearance Leave. Full-time faculty members shall be granted leave with pay to appear in court as a witness or a member of a jury. Compensation received for such court appearances shall accrue to the College District.

Section 11.2 Funeral Leave. All full-time faculty members shall be granted funeral leave for the purpose of attending a funeral, without loss of pay, under the following terms and conditions:

Three Days Leave at Full Pay – For a death within the immediate family, which means the full-time faculty member's spouse, child, parent, sibling, parent-in-law, or member of the immediate household of the employee.

One Day Leave at Full Pay – For a death of a near relative.

Section 11.3 Sick Leave. Each full-time faculty member shall, on the first day of the first semester of his initial year of employment, be granted a prorated share of working days up to a total of fifteen (15) sick leave days with pay.

After the initial year of employment and at the beginning of every academic year thereafter, each full-time faculty member will receive days of sick leave according to the following schedule:

<u>Years of Continuous Full-time Service</u>	<u>Sick Leave Days Per Year</u>
2-9	10
10-15	13
16-20	16
21-25+	19

Full-time faculty members teaching summer school will be granted an additional day(s) as follows:

- (a) full-time faculty members teaching 2.0 semester hours to and including 4.99 semester hours – one day.
- (b) full-time faculty members teaching 5.0 semester hours or more – two days.

Any unused sick leave days will be allowed to accumulate.

The Chief Executive Officer may require the employee on sick leave to provide a statement from his physician. In addition, the Chief Executive Officer may require that the employee be examined by a physician determined by the Chief Executive Officer. In the latter case, the cost of the examination will be borne by the Board of Trustees.

Section 11.4 Professional Leave. A full-time faculty member may be granted upon his request and Board approval up to one year’s leave of absence without pay, and up to an additional year upon request and Board approval. Applications for professional leaves shall be filed with the Dean of Instruction not later than 90 days prior to the beginning of the semester that the leave shall become effective. Professional leaves may be granted for advanced study, exchange teaching or assignment, travel, military duty, governmental service, or any other professional experience which is related to the field of teaching or which will improve a full-time faculty member’s professional competence. The Board may grant other leaves of absence without pay to full-time faculty.

Section 11.5 Absences Due to Attendance at Educational Meetings and Conferences. Approved attendance at educational meetings and conferences may be granted without loss of salary. Attendance must be approved in advance by the Dean of Instruction in accordance with the established guidelines. Full-time faculty members authorized to represent the College or District shall be allowed expenses according to the regulations of the District.

Section 11.6 Accounting. An accounting of accumulated sick leave will be made semi-annually.

Section 11.7 Personal Emergency Leave. Full-time faculty may use a designated amount of sick time for personal emergency each year for things such as illness, injury, medical appointment of the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent or for other reasons of personal emergency. Advance approval for such leave shall be secured from the Dean, as soon as possible. Faculty may use the following days as personal emergency based on the following schedule:

Years of Continuous Full-Time Service	Personal Emergency Days allowed per Year
Initial Year	Up to ½ of sick days awarded at time of employment
2-9	6
10-15	6.5
16-20	8
21-25+	9.5

Section 11.8 Association Leave. The President of the Association or his designee(s) shall be granted an aggregate total of four (4) days per academic year of released time to attend to Association business or conventions, provided that all classroom and laboratory assignments are covered by a person or persons approved by the Dean of Instruction or other appropriate supervisor. Such leave shall be granted without loss of pay or benefits, provided that the Association shall pay the College for the cost of substitutes if any are needed. Association leave shall be approved by the President of the Association and the Director of Human Resources prior to being used.

Section 11.9 Association Meetings. During the annual district faculty assessment day normally scheduled early in the fall semester, the Association will be granted one-half day of the workshop for an Association meeting.

Section 11.10 Family Leave. Subject to the applicable provisions of the federal Family and Medical Leave Act of 1993 ("Act"), an eligible full-time faculty member may take up to a combined total of twelve (12) weeks of unpaid and paid leave during a twelve (12) month period in the event of the birth, adoption, or foster care of a child, or a serious health condition of an employee or immediate family member (as defined in the Act) requiring inpatient care or continuing treatment by a health care provider. A faculty member must provide the Board with thirty (30) days notice if possible before taking such leave, or notify the Board as soon as practical. A faculty member must have been employed twelve (12) months by the Board to be eligible for a family or medical leave under this Section. The Board may require medical certification as provided by the Act as a condition of any leave under this Section.

Before going on unpaid leave status for the birth, adoption, or foster care of a child, an employee may use all accrued unused personal days and personal emergency days.

Before going on unpaid leave status for the serious health condition of a family member requiring inpatient care or continuing treatment, an employee may use all accrued unused personal days and personal emergency days. Before going on unpaid leave status for the employee's serious health condition, the employee may use unused sick leave. In no event, however, shall the aggregate leave under this Section, paid and unpaid, exceed twelve (12) weeks during any twelve (12) month period. In the event an employee does not return to full-time employment with the Board after taking leave under this Section, the Board may recapture the cost of any health insurance premiums (or portion thereof) paid by the Board for the employee's benefit during the leave, subject only to any limitations under the Act.

## ARTICLE XII

### Professional Employee Rights

Section 12.0 Tenure. A full-time faculty member shall be eligible for tenure in accordance with the provisions of Chapter 122, Section 103:B1-B6, Illinois Revised Statutes. This section shall not be subject to the grievance and arbitration procedure.

Section 12.1 Right to Representation. When any full-time faculty member is required to appear before the Board or an administrator for a formal discussion concerning the possible termination of said faculty member's employment at Illinois Eastern Community Colleges, the faculty member shall be given, in the absence of extenuating circumstances, reasonable prior written notice of the reason for such meeting. At any such meeting, the faculty member shall have the right to request that an Association representative be present.

This clause shall not apply to such conferences as those held between administrators or supervisors and full-time faculty members pursuant to the normal, routine evaluation or supervisory conference procedures of the District. If, however, a full-time faculty member is called to a meeting with an administrator or supervisor and said conference develops into a discussion of possible termination or dismissal, the conference shall be adjourned if requested by the faculty member until an Association representative can be present.

This Section shall not be applicable to meetings where the sole purpose is to advise a faculty member that he is being terminated or dismissed.

If the Board institutes proceedings to terminate or dismiss a full-time faculty member, the Board shall provide said faculty member, upon request, with a statement of the reason or reasons for said action.

Section 12.2 Seniority. A faculty member's seniority shall be based upon time spent teaching for the District in the faculty member's assigned subject discipline or career field(s), i.e., the faculty member's position. A faculty member may only accrue seniority in a single subject discipline or career field in a given academic year. During an academic year, each full-time faculty member will be assigned seniority in one position in a subject discipline or a career field by action of the Board. Assignment to a subject discipline or a career field for purposes of seniority does not preclude a faculty member from being assigned by the Board to teach a portion of his/her course load outside of that subject discipline or career field.

When a faculty member's subject discipline or career field is changed by the Board, such faculty member shall not forfeit seniority earned while assigned to teach for the District in a different bargaining unit position in a prior academic year. (E.g. , if a faculty member earns five (5) years of seniority while teaching for the District as a Mathematics instructor, and is then assigned to the position of Art instructor and teaches in such area for two (2) years, then such faculty member would have five (5) years seniority in the position of Mathematics instructor and two (2) years in the position of Art instructor.)

Seniority does not accumulate during a faculty member's unpaid leave of absence or while a faculty member is laid off.

During the first full week of instructional days during the second semester of each academic year, the Board will post a list on the bulletin board at each College located next to faculty mailboxes, and on the intranet, setting forth the seniority, by position, of each faculty member then employed by the Board. A copy of the list shall also be provided to the President of the Association. The Board will not be responsible for any errors in this list unless such errors are brought to the attention of the Board's Director of Human Resources in writing by the Association or a faculty member within twenty-one (21) calendar days after the list is posted on campus or provided to the Union President, whichever date occurs later. Commencing with the 2008/2009 academic year, the Board will list the years of seniority earned in each discipline on the seniority list.

Seniority for all purposes shall be terminated if the faculty member:

- A. Quits or resigns; or
- B. Is terminated in accordance with the provisions of applicable law and/or this contract; or
- C. Retires or is retired; or
- D. Is a tenured faculty member and:
  - 1) Is laid off for a period of twenty-four (24) months from the beginning of the school year for which the faculty member was honorably dismissed; or
  - 2) Fails to respond to notification of recall within ten (10) calendar days of its receipt or within fourteen (14) calendar days of its mailing, whichever is less, provided that a notice or recall is sent by certified or registered mail (return receipt

requested) addressed to the most recent address provided by the faculty member. It shall be the responsibility of the faculty members laid off to advise the Director of Human Resources in writing of their latest address; or

- E. Fails to return from an approved leave of absence at its expiration.

Section 12.2.1 Seniority Upon Return to the Bargaining Unit. If a faculty member is appointed by the Board to a position outside the bargaining unit and is subsequently returned to a bargaining unit position by the Board, the faculty member shall retain seniority that was previously accumulated as a faculty member.

Section 12.2.2 Reduction in Force. The reduction in force of faculty members shall be in accordance with the provisions of 110 ILCS 805/3B-5. The provisions of this Section, and any such reduction in force, shall not be subject to the grievance and arbitration procedure as set forth in this Agreement.

### **ARTICLE XIII**

#### **Savings**

Section 13.0 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### **ARTICLE XIV**

#### **Communications Committee**

Section 14.0 A Communications Committee shall be established which shall be composed of the Association Executive Committee (i.e., up to five (5) bargaining unit employees designated by the Association) and up to five members designated by the Chief Executive Officer. Upon the reasonable request of either party, the Communications Committee shall meet to discuss matters of mutual concern that do not involve negotiations. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least two days prior to the date of the meeting. 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.

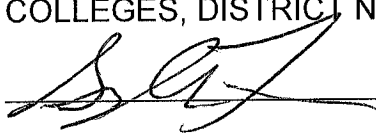
Travel expenses for Association members serving on this committee shall be reimbursed to the Association members at the normal District rate.

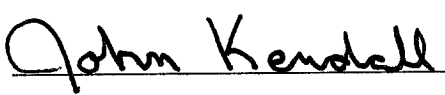
**ARTICLE XV**

**Term of Agreement**

Section 15.0 Effective Dates. This Agreement shall be effective as of the 1<sup>st</sup> day of September, 2019 , and shall remain in full force and effect until midnight on August 31, 2021 . It shall automatically be renewed from year to year unless either party shall notify the other in writing at least ninety (90) days prior to the end of the contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 16<sup>th</sup> day of July, 2019.

BOARD OF TRUSTEES OF  
ILLINOIS EASTERN COMMUNITY  
COLLEGES, DISTRICT NO. 529  


ILLINOIS EASTERN COMMUNITY  
COLLEGES EDUCATION  
ASSOCIATION, IEA/NEA  


APPENDIX A

ILLINOIS EASTERN COMMUNITY COLLEGES

Salary Ranges 2019-2020 & 2020-2021

<u>Below AA.</u>	<u>AA or Equiv.</u>	<u>AA + 32</u>	<u>BA or Equiv.</u>	<u>BA + 16</u>
34,428	35,125	35,616	36,108	36,698
to	to	to	to	to
65,143	67,842	71,278	74,864	77,850
<u>MA or Equiv</u>	<u>MA + 12</u>	<u>MA + 24</u>	<u>MA + 36</u>	<u>MA + 48</u>
37,387	38,077	38,961	39,895	40,879
to	to	to	to	to
82,331	85,772	89,735	92,536	95,346
<u>Ph.D</u>				
41,913				
to				
98,155				

Appendix B

Academic Year 2019-2020 Pay Schedule for Full-Time Faculty

<b>19-Pay Option Pay Date</b>	<b>26-Pay Option Pay Date</b>	
8/23/2019	8/23/2019	
9/6/2019	9/6/2019	
9/20/2019	9/20/2019	
10/4/2019	10/4/2019	
10/18/2019	10/18/2019	½ Fall O.L. paid here
11/1/2019	11/1/2019	
11/15/2019	11/15/2019	
11/29/2019	11/29/2019	3 <sup>rd</sup> pay in month, no deducts for health, dental, life, dues, etc.
12/13/2019	12/13/2019	½ Fall O.L. paid here
12/27/2019	12/27/2019	
1/10/2020	1/10/2020	
1/24/2020	1/24/2020	
2/7/2020	2/7/2020	
2/21/2020	2/21/2020	
3/6/2020	3/6/2020	½ Spring O.L. paid here
3/20/2020	3/20/2020	
4/3/2020	4/3/2020	
4/17/2020	4/17/2020	
5/1/2020	5/1/2020	½ Spring O.L. paid here
	5/15/2020	
	5/29/2020	3 <sup>rd</sup> pay in month, no deducts for health, dental, or life ins, etc.
	6/12/2020	
	6/26/2020	½ Summer School paid here
	7/10/2020	
	7/24/2020	
	8/7/2020	½ Summer School paid here

Appendix C

Academic Year 2020-2021 Pay Schedule for Full-Time Faculty

<b>19-Pay Option Pay Date</b>	<b>26-Pay Option Pay Date</b>	
8/21/2020	8/21/2020	
9/4/2020	9/4/2020	
9/18/2020	9/18/2020	
10/2/2020	10/2/2020	
10/16/2020	10/16/2020	½ Fall O.L. paid here
10/30/2020	10/30/2020	3 <sup>rd</sup> pay in month, no deducts for health, dental, life, dues, etc
11/13/2020	11/13/2020	
11/27/2020	11/27/2020	
12/11/2020	12/11/2020	½ Fall O.L. paid here
12/24/2020	12/24/2020	
1/8/2021	1/8/2021	
1/22/2021	1/22/2021	
2/5/2021	2/5/2021	
2/19/2021	2/19/2021	
3/5/2021	3/5/2021	½ Spring O.L. paid here
3/19/2021	3/19/2021	
4/1/2021	4/1/2021	
4/16/2021	4/16/2021	
4/30/2021	4/30/2021	½ Spring O.L. paid here 3 <sup>rd</sup> pay in month, no deducts for health, dental, or life ins, etc.
	5/14/2021	
	5/28/2021	
	6/11/2021	
	6/25/2021	½ Summer School paid here
	7/9/2021	
	7/23/2021	
	8/6/2021	½ Summer School paid here