

**AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF COLLEGE OF DuPAGE
and
COLLEGE OF DuPAGE ADJUNCTS ASSOCIATION IEA/NEA
2011 - 2015**

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AGREEMENT BETWEEN

The BOARD OF TRUSTEES of COLLEGE OF DUPAGE operating under the provisions of the Illinois Public Community College Act of the State of Illinois

and

COLLEGE OF DuPage ADJUNCTS ASSOCIATION, IEA/NEA

This agreement is entered into this day, by and between the Board of Trustees of College of DuPage, hereinafter called the Board, or the College, and the College of DuPage Adjuncts Association IEA/NEA, hereinafter called the Association.

This agreement is negotiated pursuant to the Illinois Educational Labor Relations Act, PL83 1014, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

It is hereby agreed as follows:

I. RECOGNITION

- A. The Board of Trustees of College of DuPage and/or its designated representatives hereby recognizes the College of DuPage Adjuncts Association as the sole and exclusive negotiating representative for certain Part-Time Faculty as follows:

Included: All currently employed Part-Time Faculty who can demonstrate employment in each of the three (3) education years prior to eligibility including at least twelve (12) credit hours of instruction in the two (2) semesters (excluding the summer term) in the first educational year prior to eligibility and employment in at least one (1) semester in both the second and third years prior to eligibility and all Part-Time Counselors and Advisors. Any Adjunct Faculty member who qualifies for initial bargaining unit inclusion shall retain their bargaining unit eligibility status unless the Adjunct Faculty member does not thereafter provide at least six (6) credit hours of instruction per academic year, excluding summer. Any Adjunct Faculty member who is removed from the bargaining unit because he/she did not meet the maintenance criteria set forth above will re-qualify for eligibility in the unit after providing at least six (6) credit hours of Instruction for one academic year within two years of loss of unit eligibility .

Excluded: Full-Time Faculty; Part-Time Faculty not meeting the above definition; short-term educational employees, and supervisory, managerial and confidential employees as defined by the IELRA.

Each summer the College will determine membership in the bargaining unit. Adjunct Teaching Faculty will be qualified or disqualified effective the beginning of the subsequent fall term.

Adjunct Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty are members of the bargaining unit as defined herein.

II. GENERAL RECOGNITION OF RIGHTS OF THE BOARD

Except as expressly provided otherwise by the terms of this Agreement, the Board of Trustees reserves and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities, including but not limited to, the right to control, supervise, evaluate, discipline and manage the College and its Adjunct Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty; to determine and administer educational policy; to operate the College and direct the Adjunct Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty; and otherwise retain all rights, authority, and discretion which are exclusively invested in the Board of Trustees or the President under governing law, ordinances, rules and regulations as set forth in the Constitutions and laws of the State of Illinois and of the United States and policies of the Board of Trustees. It is normally recognized that the Board exercises most of its powers, rights, authorities, duties and responsibilities through the President and members of the administrative staff.

III. FAIR SHARE

Each bargaining unit member, except as otherwise provided herein, as a condition for the member's employment, on or before thirty (30) days from the date of commencement of duties, or the opening of Fall Term, or the effective date of this Agreement, whichever is later, shall join the College of DuPage Adjuncts Association, IEA/NEA or pay a fair share fee to the Association. Such a fair share fee shall be set by the Association according to the costs chargeable to non-members under State and Federal law, and may be equivalent to but may not exceed the amount of dues uniformly required of members of the Association.

In the event that the bargaining unit member does not pay the member's fair share fee directly to the Association by the 30-day limit, the Board (upon written notice from the Association) shall deduct the fair share fee from the wages of the non-member.

The Board shall pay such fee to the Association no later than fifteen (15) days following deduction.

Adjunct Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty objecting to such a "fair share" fee on the basis of religious beliefs and tenets as allowed by Public Law 83-1014, Section XI may file a written statement with the Board. The Board will then deduct an amount equal to the "fair share" fee and direct it to a

non-religious charity designated from an approved list by the adjunct faculty member or, failing to designate such a recipient, as authorized in the law.

Bargaining unit members added subsequent to June 1, 2002 will be subject to this provision.

This provision shall not be applicable to bargaining unit members as of June 1, 2002 who notify the Board in writing within thirty (30) days of the effective date of this agreement of their desire to be exempted from this provision.

IV. BOARD INDEMNIFICATION IN FAIR SHARE

In the event of any legal action against the Board and/or College brought in court or administrative agency because of its compliance with the provisions of Fair Share, the Association agrees to defend such action, at its own expenses and through its own counsel, provided: 1) the College gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and 2) the College agrees to cooperate with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board, its members, officers, and employees from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the College's compliance with the Fair Share process.

It is expressly understood that this indemnification provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board.

V. INFORMATION GUIDE FOR PART-TIME TEACHING FACULTY AND PART-TIME COUNSELING AND ADVISING NON-TEACHING FACULTY

Adjunct Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty will adhere to all Board Policies, Procedures and Information Guide's provisions, including amendments thereto.

The Information Guide for Part-Time Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty serves as a handbook for procedures and information only. If there is any conflict between the written terms of this Agreement and the Information Guide, the written terms of this Agreement shall be controlling. The Board Policies, Procedures and the Information Guide shall not be grievable.

The Union may appoint two (2) unit members to serve on the committee making recommendations for updates and changes to the Information Guide for Part-Time Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty.

VI. ACCESS

The Board assures the Association reasonable non-confidential access to the Board and College resources including names and addresses of Adjunct Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty Members, campus e-mail (under the same terms and conditions as they are available to other employee groups), one (1) bulletin board of reasonable size in the Part-Time Faculty Centers that are staffed, reproduction services, space in the Part-Time Faculty office for a filing cabinet, and meeting rooms, provided such use of meeting rooms in no manner conflicts with any College functions.

The Association shall pay for political, social, organizational and/or like material including material in any way related to collective bargaining.

The Board shall provide the Association with a mailbox in the Part-Time Faculty Centers that are staffed, and the Association and its mailbox location shall be listed in the Campus Directory.

- A. Union Office Space - The College will make a good faith effort to provide space designated as for Union office purposes. If space is made available, the Union agrees to compensate the College annually at \$4.00 a square foot. If space is designated, the College retains the right to relocate or discontinue the rental at any time.

The College will provide a phone, keys, internet access and access to the space.

The Union will take responsibility for custodial care of the above cited office. All reasonable and necessary maintenance and repair of this space is the responsibility of the College.

- B. Labor – Management Meetings – The President of the College and the President of CODAA shall meet at least one time, at the request of CODAA, per academic year to discuss matters of mutual concern. Each shall advise the other party at least one week in advance of items to be discussed.
- C. Union Support – At the beginning of each Fall Term CODAA will receive \$5,000 per academic year to be allocated according to the wishes of CODAA to be distributed to the officers of CODAA.

VII. ACADEMIC FREEDOM

Institutions of higher education are conducted for the common good and not to further the interests of either the individual Adjunct Faculty Member, the Part-Time Counseling and Advising Non-Teaching Faculty Member or the institution as a whole. The common good depends on the free search for truth and its free exposition.

Academic freedom is essential to these purposes and is fundamental for the protection of the rights of the faculty in teaching and of the student in learning. It carries with it duties correlative with rights.

Academic freedom, within the discipline subject matter for which the Adjunct Faculty are employed, shall be guaranteed to all Adjunct Faculty members and no arbitrary limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning humans, societies, the physical and biological world, and other branches of learning as applicable.

Adjunct Faculty members shall be free to present instructional materials which are pertinent to the subject and level taught in their courses and shall be expected to present facets of controversial issues in an unbiased manner within the scope of the College approved course objectives and discipline guidelines, including but not limited to text book selection except in those departments where a department text book is used or there is a recommended text list. If there is a departmental textbook selection committee, CODAA may make participant recommendations. The Dean or designee will select a CODAA member in the discipline to participate on the committee. Participation on this committee is voluntary. Part-Time Counseling and Advising Non-Teaching Faculty are entitled to freedom in their offices, and in work-required workshops and presentations in discussing the subject matter related to their discipline, but they should not introduce into their discussions any subjects that have no relation to their job responsibilities. They should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others and make every effort to indicate that they are not speaking for the institution.

The College Adjunct Faculty member is a citizen and a member of a learned profession. When the Adjunct Faculty member speaks, writes, or acts as a citizen, the Adjunct Faculty member should be free from institutional censorship and/or discipline, however, in the execution of the Adjunct Faculty member's College duties and responsibilities and as a responsible member of the community, the Adjunct Faculty member will be accurate, exercise appropriate restraint, show respect for the opinions of others and indicate in the expression of the Adjunct Faculty member's opinions that the Adjunct Faculty member is not speaking for or on behalf of the institution.

The Association and the College endorse the American Counseling Association Code of Ethics and Standards of Practice and the National Academic Advising Association. Part-Time Counseling and Advising Non-Teaching Faculty shall follow the Professional Code of Ethics and Standards of Practice as they apply to College of DuPage and comply with local, state and federal laws.

VIII. ASSIGNMENT OF FACULTY

Assignment or reassignment of Adjunct Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty shall be the responsibility of the President with the assistance of other appropriate administrative staff and shall be based upon a continual assessment of the needs and interests of the students and the community served by the institution. Specific assignments shall be made by the administration.

- A. The College/Board acknowledges that a reasonable effort will be made to offer Adjunct Teaching Faculty an initial assignment to the unit members who are fully qualified and who have had a continuing history of successful performance at College of DuPage at a minimum sufficient to maintain membership in the bargaining unit. It is understood, however, that the making of such an assignment each term shall be within the sole discretion of the College administration.
- B. The College recognizes that "teaching" comprises construction of a class syllabus consistent with the discipline generic course syllabus/outline which stipulates, among other things, course objectives, content, and grading criteria. Preparation of class presentations, instructional materials, desired student outcomes, delivery of instruction, grading, consultation with and evaluation of students, as well as the maintenance of clear records on student performance is also considered part of the teaching duties. Adjunct Teaching Faculty may also be responsible for other related duties as assigned by the administration including, but not limited to, non-teaching assignments, completion of forms and other duties related to the assignment.
- C. The College recognizes that classes assigned but then withdrawn from an Adjunct Teaching Faculty member may be classes for which the Adjunct Teaching Faculty member has prepared. Therefore, if within five (5) calendar days or fewer before the first day of the class an Adjunct Teaching Faculty member's assigned class is cancelled or is reassigned to a Full-Time Faculty member who is in need of a class to complete a full load, and if a replacement class is not offered, the College will pay a two hundred dollar (\$200) stipend for the withdrawn class.
- D. Part-Time Counseling and Advising Non-Teaching Faculty
 1. Each Part-Time Counseling and Advising Non-Teaching Faculty member shall submit a written request to the Dean/Coordinator on a form document provided by the College, by the date established by the College, to identify the days and times the Part-Time Counseling and Advising Non-Teaching Faculty member is available to work for the subsequent semester. Reasonable effort will be made to honor such requests subject to the College's staffing needs. Part-Time Counseling and Advising Non-Teaching Faculty may not work more than 29 hours per week on a regular or consistent basis and will be in compliance with Board Policies regarding maximum workloads. In addition, scheduled hours may be allocated for serving on College committees, department meetings and the ability to assist in the overall needs of the College.

2. Part-Time Counseling and Advising Non-Teaching Faculty shall be notified of their assignments for the period next regular semester, no less than two (2) weeks prior to the end of the current assignment, by, unless mitigating circumstances occur. During the course of the semester, changes will be made by mutual agreement between the Dean/Coordinator and the individual Part-Time Counseling and Advising Non-Teaching Faculty member. However, if it becomes necessary to meet mitigating staffing needs during the course of the semester, Part-Time Counseling and Advising Non-Teaching Faculty may be called upon to work additional hours.
3. It is the College's intent to assign work to a qualified bargaining unit member prior to giving work to a non-bargaining unit member. The making of such an assignment shall be within the sole discretion of the Dean.

If there are less hours available than hours requested, or there is a conflict in scheduling, hours will be assigned to the most senior bargaining unit member who has the qualifications to do the work. Seniority shall be defined as hire date within the department.

4. Each Part-Time Counseling and Advising Non-Teaching Faculty member shall submit weekly hours worked on a form provided by the College, for approval into the College's payroll system.
5. Part-Time Advising Non-Teaching Faculty's primary function is to provide individual and group advising to students, assist with the selection of a program of study and the development of an educational plan, provide transfer advising, serve as student advocates and perform other related duties as assigned. Part-Time Counseling Non-Teaching Faculty are responsible for the same functions as Part-Time Advising Non-Teaching Faculty as previously stated and additionally provide individual and group counseling, career, personal and crisis intervention counseling services and other related duties as assigned.

IX. OFFICE HOURS

An Adjunct Teaching Faculty member may choose to post and maintain up to five (5) office hours per week at reasonable times and places. The office hours must be reported on the class syllabus, which must be given to the appropriate administrator by the first day of each semester.

The College will report the office hours in the percent FTE work reported to the State Universities Retirement System.

X. GRIEVANCE AND APPEAL PROCEDURES

The Board and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Board, Adjunct Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty, and the Association. The Board and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement and accordingly, have included herein grievance and appeal procedures for the effective process and resolution of such disputes.

In the grievance and appeal procedures an instruction day is defined as a day when the Business Office is open.

A grievance is defined as an alleged misinterpretation or misapplication of a specific article or section of this Agreement.

A grievance may be filed by any included Adjunct Faculty member or Part-Time Counseling and Advising Non-Teaching Faculty member.

The Adjunct Teaching Faculty member, at each step of the proceeding, may be represented by a union representative. The Administrator at any step of the proceeding may elect to invite an advisor/observer to be present.

Court reporters shall not be allowed to attend grievance meetings held pursuant to this section of the collective bargaining agreement and record such meetings except by mutual consent.

A representative of the Association may elect to be present at each step of the process. The Association may choose to join in support of the grievant at any point in the grievance process. The Association may introduce evidence from previous grievance files in support of the current grievance of an adjunct faculty member(s).

Use of this Grievance Procedure will deny subsequent access to other procedures provided for in Board policy.

The Adjunct Teaching Faculty or Part-Time Counseling or Part-Time Advising Non-Teaching Faculty member and Association agree that, if an action is commenced in any other legal forum, the grievance process will be stopped and resolution of the issue will be subject to the jurisdiction of such other legal forum.

Any and all adjustments resulting from use of this procedure must be consistent with the terms of this Agreement.

The grievance will be submitted in writing, signed by the alleged grieving Adjunct Teaching Faculty or Part-Time Counseling or Part-Time Advising Non-Teaching Faculty member, and will list the specific articles violated, describe the alleged incident and specify the remedy requested.

In the event the grievance does not involve Instructional Deans, grievances for Part-Time Counseling or Part-Time Advising Non-Teaching Faculty shall be initiated at Step 1 and grievances for Adjunct Teaching Faculty will be initiated at Step 2.

Step 1 Within ten (10) instruction days of the time a grievance arises, or within ten (10) instructional days of the time the cause of the grievance could reasonably have been known by the grievant (in no case more than forty (40) instruction days for the individual grievant after the cause of the grievance), the Adjunct Teaching Faculty or Part-Time Counseling or Part-Time Advising Non-Teaching Faculty member or Association at the request of the Adjunct Teaching Faculty or Part-Time Counseling or Part-Time Advising Non-Teaching Faculty member, will present a written, signed statement of grievance to the appropriate Dean/Director with notification to the Association. Within ten (10) instruction days after notification of the grievance a meeting will take place between the Adjunct Teaching Faculty or Part-Time Counseling or Part-Time Advising Non-Teaching Faculty member and the Dean/Director and/or appropriate designees and a representative of the Association if requested by the Adjunct Teaching Faculty member. The Dean/Director shall give the Adjunct Teaching Faculty or Part-Time Counseling or Part-Time Non-Teaching Advising Faculty member and the Association a written answer within ten (10) instruction days after the meeting.

Step 2 If the grievance is not resolved in Step 1 by the receipt of the Dean's/Director's answer the Adjunct Teaching Faculty or Part-Time Counseling or Part-Time Advising Non-Teaching Faculty member may continue the grievance within eight (8) instruction days to the Vice-President for Academic Affairs. If the grievance does not involve Instructional Deans the Adjunct Teaching Faculty or Part-Time Counseling or Part-Time Advising Non-Teaching Faculty member may grieve within ten (10) instruction days of the time a grievance arises to the Vice-President for Academic Affairs with a signed, written statement of grievance. A copy shall be given to the Dean/Director, if the Dean/Director was involved in Step 1 of the grievance and to the Association. The Vice-President for Academic Affairs or designated representative shall meet with the Adjunct Teaching Faculty or Part-Time Counseling or Part-Time Advising Non-Teaching Faculty member and a representative of the Association within ten (10) instruction days of receipt of the grievance. The Vice-President for Academic Affairs or designated representative shall give the Adjunct Teaching Faculty or Part-Time Counseling or Part-Time Advising Non-Teaching Faculty member and the Association a written answer within ten (10) instruction days after the meeting.

Step 3 If the grievance is not resolved in Step 2 by the receipt of the Vice-President for Academic Affairs' answer, the Adjunct Teaching Faculty or Part-Time Counseling or Part-Time Advising Non-Teaching Faculty member may continue the grievance within eight (8) instruction days to the President of the College. A copy of the grievance shall be given to the Vice-President for Academic Affairs and the Association. The President or designated representative shall meet with the Adjunct Teaching Faculty or Part-Time Counseling or Part-Time Advising Non-Teaching Faculty member and a representative of the Association within ten (10) instruction days after receipt of the grievance. The President or designee shall give a written answer to the Adjunct Teaching Faculty or

Part-Time Counseling or Part-Time Advising Non-Teaching Faculty member and Association within ten (10) instruction days after the meeting.

Step 4 If the grievant is not satisfied with the disposition of the grievance by the President or designee or if no disposition has been made within the period provided, the grievance may be submitted to final and binding arbitration (only upon written approval of the Association) before an impartial arbitrator.

4.1 The Association shall notify the President of its intention to pursue arbitration in writing within ten (10) instruction days of receipt of the President's response or within ten (10) instruction days of the expiration of the time periods specified in Step 3. A grievance may not be submitted to arbitration without written notification by the Chairperson of the Association or designee.

4.2 The parties may mutually agree upon an arbitrator. If the parties cannot agree on an arbitrator within ten (10) instruction days after the notification of intent to seek arbitration, the parties shall request a list of arbitrators from the American Arbitration Association, all of whom shall have been admitted to the National Academy of Arbitrators. The Association and Board, independent of one another, will strike unacceptable names from the list. Names remaining are ranked in order of preference with "1" used for most favored name. The American Arbitration Association, after receiving both lists, will assign the arbitrator with the lowest composite ranking. If no name was preferenced by both parties, the same procedure will be repeated until agreement is achieved.

The parties shall request that the arbitrator hold a hearing within twenty (20) days of the notice of selection.

The arbitrator, in rendering his/her decision, shall not amend, modify, nullify, ignore, or add to or subtract from any of the provisions of this Agreement. The arbitrator shall consider and decide only the issue as to whether there has been a violation, misinterpretation or misapplication of the express provisions of this agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted by the grievant(s) or the Union in writing at Step 2. The arbitrator's decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of this agreement. The arbitrator shall be without power to make any decision or award which is contrary to, or inconsistent with, in any way, applicable laws, or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the College under law or applicable court decisions. The arbitrator is empowered to include in his/her award such remedies as shall be within his/her lawful authority. An arbitrator shall have the authority to order the restoration of employment of a dismissed employee pursuant to this section only if accompanied by a finding of violation of the employee's substantive rights. The arbitrator in such cases shall reduce any back pay award by any amount earned by the employee during the period he/she was not working, and by any Unemployment Compensation payments

received during such period. Any and all adjustments resulting from the use of this procedure must be consistent with the terms of the agreement.

The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the College and the Union. The parties likewise shall share the expenses of any transcript(s) which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.

XI. NON-REPRISAL NON-DISCRIMINATION

The provisions of this Agreement shall be applied in a manner which is in compliance with both the Illinois Human Rights Act (775IL CS 5) and Board Policy which include, but are not limited to, freedom from discrimination based on race, color, religion, sex, national origin, ancestry, marital status, physical or mental handicap, age, military status, sexual orientation or unfavorable discharge from military service in connection with employment.

The Board shall not discipline, discriminate or take any reprisals or threaten such action against any Adjunct Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty Member as a consequence of the filing of any grievance or the exercise of any of the rights granted by any section of this Agreement.

XII. NOTIFICATION OF AVAILABLE FULL-TIME POSITIONS

When a new full-time position is authorized or an existing Full-Time Faculty position is to be filled, a notification of such position will be sent out electronically and posted on the College website.

This provision will not be subject to the grievance procedure of this agreement.

XIII. REMUNERATION

A. Teaching Faculty

Remuneration for Adjunct Teaching Faculty credit teaching assignments in all delivery modes shall be at the following rates. For the purpose of administering this section, there are currently three terms per year, Fall, Spring, Summer.

<u>Effective Date</u>	<u>Teaching Experience</u>	<u>Credit Hour Rate</u>
Fall 2011	18 terms or less	\$934
	19 terms or more, less than 39 terms	\$943
	39 terms or more	\$952

<u>Effective Date</u>	<u>Teaching Experience</u>	<u>Credit Hour Rate</u>
Fall 2012	18 terms or less	\$962
	19 terms or more, less than 39 terms	\$972
	39 terms or more	\$981
Fall 2013	18 terms or less	\$996
	19 terms or more, less than 39 terms	\$1006
	39 terms or more	\$1015
Fall 2014	18 terms or less	\$1036
	19 terms or more, less than 39 terms	\$1046
	39 terms or more	\$1056

Credit classroom assignments will be based on equivalent hours.

B. Part-Time Counseling Non-Teaching Faculty

Fall 2011	\$37.16
Fall 2012	\$38.33
Fall 2013	\$39.69
Fall 2014	\$41.33

C. Part-Time Advising Non-Teaching Faculty

Employed as of August 23, 2010

Fall 2011	\$32.47
Fall 2012	\$33.49
Fall 2013	\$34.68
Fall 2014	\$36.12

D. Part-Time Advising Non-Teaching Faculty

Employed as of August 24, 2010

Fall 2011	\$25.64
Fall 2012	\$26.45
Fall 2013	\$27.39
Fall 2014	\$28.52

- E. Part-Time Counseling and Advising Non-Teaching Faculty shall be compensated at the CODAA rate for all teaching hours provided they meet the eligibility requirements as defined in Section I.A. of this Collective Bargaining Agreement. Otherwise, they will be compensated at the Non-CODAA teaching rates.

Non-credit or non-classroom oriented assignments will be based on contact hour rates as determined by Human Resources and paid to the majority of Part-Time Teaching Faculty.

No non-represented Part-Time Teaching Faculty member will be paid a credit hour rate that exceeds the lowest credit hour rate for bargaining unit members unless Human Resources, at its sole discretion and after having conducted an internal search, determines that the course requires a specialized highly-skilled teacher. Postings on the internal search shall include required skills.

Extra Duty – In instances where the Administration specifically requests or requires a unit member’s attendance at a particular meeting, training, or event, the unit member shall be compensated at \$26 hour rate, with one (1) hour minimum and in ½ hour increments for additional time over fifteen (15) minutes, for the time the particular meeting training or event actually lasts. Individual unit members must be specifically assigned and approved for compensation to qualify for additional monies as per this paragraph. No adjunct faculty member can be compensated more than six hundred twenty-four dollars (\$624) for extra duty assignments in any fiscal year. The College will budget eleven thousand dollars (\$11,000) of which fifty-five hundred dollars (\$5,500) will be available to those adjuncts participating on committees affiliated with Shared Governance and the remaining fifty-five hundred dollars (\$5,500) will be available to remunerate those adjuncts that participate on other College committees subject to the established procedures.

For Shared Governance: Any exceptions to the individual limits in this article must be pre-approved by the Executive Vice-President.

Uncompensated absences equal to, or less than, one-half the semester will be deducted at the following rates per classroom contact hour:

<u>Effective Date</u>	<u>Rate per Contact Hour</u>
Fall 2011	\$59
Fall 2012	\$61
Fall 2013	\$63
Fall 2014	\$65

Unpaid absences which exceed one-half the semester will be prorated on total actual class contact hours for an individual.

XIV. SICK/PERSONAL LEAVE

A. Adjunct Teaching Faculty

Adjunct Teaching Faculty will receive three (3) contact hours at full pay per academic term for sick/personal leave for each course taught.

In addition, Adjunct Teaching Faculty will receive two (2) contact hours at full pay for sick/personal leave for each course taught in the summer.

B. Part-Time Counseling and Advising Non-Teaching Faculty

Part-Time Counseling and Advising Non-Teaching Faculty will receive sick/personal time based on a formula of .033 times their number of scheduled work hours each term.

XV. JURY DUTY

Adjunct Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty will receive up to two (2) absences at full pay per academic term for jury duty leave if jury duty causes the Unit member to miss assigned work. Unit members must notify the Administration at least one (1) week prior to expected Leave for Jury Duty. The unit member will notify the supervisor of jury dismissal at the earliest possible time. If unit member receives compensation for work missed as per this paragraph, the unit member must submit any compensation received from the court for jury duty to the cashier upon receipt. The employee may keep the travel expense portion of the payment as indicated on the check stub.

XVI. INSURANCE

The College shall continue to offer Adjunct Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty members access to health insurance with no less coverage than is offered under the LifeStyles Health Plan provided such coverage remains available to College of DuPage. In the event such coverage changes, the College shall make a reasonable effort to obtain like or similar coverage as in effect on January 1, 2002.

Wellness - The college has an interest in the health of the employees and makes efforts to promote employee wellness, productivity and good work attendance. Annually, the college has organized a "Wellness Fair" that has included a comprehensive health screening known as the Health Power Profile. This screening has been offered to benefited college employees at no cost. If the college continues to offer this screening in the same or similar fashion, CODAA members will also be allowed to participate in the Health Power Profile wellness review in the same way it is provided to benefited employees during the Wellness Fair.

XVII. PROFESSIONAL EDUCATIONAL DEVELOPMENT

The College will make available up to \$25,000 per fiscal year for FY10 and FY11 for professional development reimbursement for CODAA members who are currently teaching and for Part-Time Counseling and Advising Non-Teaching Faculty. Professional Development funds are to be used for reimbursement of tuition, fees, conference registrations, seminars, membership dues, appropriate academic periodicals/subscriptions or one-half the costs for professional licenses that are required in the official hiring guidelines

Pre-approval for any request for reimbursement is required. Requests for reimbursement must be for expenses (as listed above) that are relevant to the faculty member's assignment(s) at the College of DuPage.. The College will approve or deny requests for reimbursement within ten (10) business days of receipt of requests for pre-approval by the appropriate Administrator. The CODAA member will provide appropriate documentation to support the expenditure prior to actual reimbursement. Forms will be available in Human Resources and on the College portal. No faculty or Part-Time Counseling and Advising Non-Teaching Faculty may request more than \$260 per person per year.

XVIII. PARTICIPATION IN DEPARTMENT / DIVISION MEETINGS

Part-time Teaching , Counseling and Advising faculty shall be invited to participate in the Fall and Spring In-service Division and Department meetings for the department in which they received a teaching assignment. It is understood that participation is voluntary (not required) and is not eligible for compensation.

XIX. TUITION WAIVER

Part-Time Faculty shall be eligible to enroll him or herself in one (1) credit course offered by the College and receive a two-thirds tuition waiver in the regular academic term in which they are assigned or the term immediately following. The participation of such person in any course shall not permit such course to be conducted if it would otherwise be cancelled for lack of sufficient paid enrollment .The registration calendar will be published annually.

XX. EVALUATION OF ADJUNCT FACULTY

When the College develops pre and post observation aspects of adjunct faculty evaluations, the College will consider input from the CODAA President or designee.

XXI. INTERRUPTION OF SERVICE

During the term of this Agreement or any extension thereof, neither the Association nor any officers, agents or Adjunct Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty will engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, illegal picketing, slow-down, sit-in, or other unlawful acts or actions having the effect of, or exhibiting a, refusal to work. The College may discipline any and all adjunct faculty who violate any of the above provisions of this Section. In addition in the event of a violation of this Section, the Association agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

During the term of this Agreement, the College will not “lockout” any Adjunct Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty member covered by the terms of this Agreement as a result of a labor dispute with the Association.

XXII. BINDING OBLIGATION

The provisions of this agreement will constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent.

XXIII. FULL AGREEMENT

This Agreement shall supersede any policies, procedures, rules, regulations, or practices of the College which are contrary to or inconsistent with the terms of this Agreement and shall constitute the entire Agreement between the parties. All Adjunct Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the individual Adjunct Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty member's assignment. Except as herein provided and subject to all provisions of this Agreement, the Board reserves the right to amend its policies from time to time as deemed necessary provided that no such amendment shall directly modify or limit the salary, terms, or conditions specifically contained in this Agreement.

XXIV. RESERVE CLAUSE

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Association and the College. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.

XXV. SAVINGS CLAUSE

In the event that any article, paragraph, section or sub-section of this Agreement shall be held to be invalid and unenforceable by the Illinois Educational Labor Relations Board or any court of competent jurisdiction, or by any change in any subsequently enacted Federal or State legislation which would prohibit or nullify a section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific section, sub-section or portion thereof as specified by the IELRB or Court decision or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated section, sub-section or portion of this Agreement.

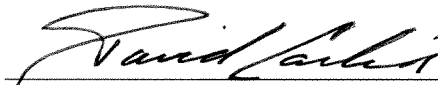
XXVI. DURATION OF THE AGREEMENT

This Agreement shall be in effect upon adoption by both parties and with an effective date of 8/18/2011 and shall remain in effect until through the calendar day immediately before the Fall Term 2015.

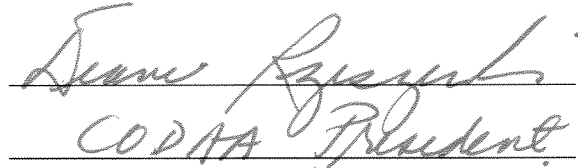
In witness thereof:

Board of Trustees

College of DuPage Adjuncts Association,
IEA/NEA



David Carlin
Chairman, College of DuPage
Board of Trustees of Community
College District No. 502
Counties of Cook, DuPage & Will



CODAA President
Michael Ousik
College of DuPage Adjuncts Association



Allison O'Donnell
Board Secretary

Date: 08-17, 2011

Date: 8-18, 2011