

**COLLECTIVE BARGAINING AGREEMENT**

**For the Years  
2000-01 2001-02 2002-03 2003-04**

**Between  
Richland Community College  
Federation of Teachers Local 4262**

**and the**

**Richland Community College District 537  
Board of Trustees  
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**COLLECTIVE BARGAINING AGREEMENT**

**ARTICLE I**

**RECOGNITION**

A. The Board of Trustees of Richland Community College District #537 (herein and after referred to as the "Board") recognizes the Richland Federation of Teachers (herein and after referred to as the "Union") Local #4262, IFT, AFT, AFL-CIO as the exclusive bargaining representative for all full-time faculty members, full-time counselors, and full-time librarians. The term "faculty member" shall not include: deans, vice presidents, administrators, or any individual excluded, by law, from the definition of an educational employee.

B. The President of the College or his/her designee shall meet with the President of the Union or his/her designee when mutually deemed necessary, but no more frequently than once a month. Upon request, either party shall indicate in advance the item or items which it desires to discuss.

**ARTICLE II**

**MANAGEMENT RIGHTS**

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to (1) full and exclusive control of the management of the District; the supervision of all operations, the methods, processes, means and personnel by which

any and all work will be performed; the control of property; and the composition, assignment, direction, and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish, eliminate or change classifications, assign, transfer, promote, demote, release, and lay off employees; (5) the right to determine the qualifications of employees, and to suspend, discipline, and discharge employees for cause and otherwise to maintain an orderly, effective, and efficient operation.

### **ARTICLE III**

#### **FACULTY UNION AND FACULTY RIGHTS**

**A.** The parties agree that employees have the right to organize, form, join, or assist in employee organization, or engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection. The parties agree that employees shall also have the right to refrain from any or all such activities pursuant to the Illinois Educational Labor Relations Act.

The Board and Union recognize the responsibilities placed upon them by state and federal statutes.

**B.** The Board acknowledges that any rights secured by this Contract do not limit the statutory rights of faculty members.

**C.** The Union agrees to make available to the Board, upon written request, information concerning membership, including, but not limited to:

- 1.** Register of membership.

2. Information on local, state, or national affiliation.

## ARTICLE IV

### FAIR SHARE

**Section 1.** All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement or sixty (60) days after their initial employment and continuing during the term of this Agreement and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

**Section 2.** Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union, provided that the Union shall submit to the Board an affidavit which specifies the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share.

**Section 3.** Upon receipt of said affidavit, the Board shall cooperate with the Union to ascertain the names and work assignments of all employee non-members of the Union from whose earnings the fair share payments shall be deducted.

**Section 4.** The Union shall prepare a notice containing all fair share fee information specified in Section 2 of this Article and advising that any non-member may object to the amount of the fee:

- a. through the Union's internal appeal procedure, culminating in arbitration, by sending a letter to the Union President by certified or registered mail or by delivery to the Union office at any time after

the notice but within thirty (30) days after the first salary payment of the school year from which his/her fair share fee has been deducted;

- b. by filing an unfair labor practice charge against the Union with the Illinois Educational Labor Relations Board and serving a copy of the charge on the Union as provided in the Rules of the Illinois Educational Labor Relations Board; or
- c. by taking any other action available at law. The notice shall set forth the addresses and telephone numbers of the Union and the Illinois Educational Labor Relations Board, and the manner in which employees may obtain a copy of the Union's internal appeal procedure.

**Section 5.** A copy of the Union's internal appeal procedure culminating in arbitration of any objector's claims shall be supplied to the Board. The Union shall advise the Board of any subsequent changes.

## **ARTICLE V**

### **WORKLOAD**

#### **A. Full-Time Teaching Load**

1. An academic year load shall be thirty (30) equated credit hours. Any load over thirty (30) shall be considered an overload.

2. Full-time Faculty Teaching English Composition Courses:

A full-time teaching load will consist of three (3) composition courses, including developmental writing courses, and one (1) other course per semester. A normal teaching load

will be twenty-four (24) equated hours per academic year. Any faculty member with fewer than three (3) composition courses will carry the same load as other teaching faculty.

3. Faculty members have the option of receiving overload compensation in a lump sum at the end of the term or spread over the regular pay periods during the semester taught.

**B. Overloads - Summer Classes**

Assignments for overloads and summer classes will be at the full-time faculty member's option and offered equitably among full-time faculty members within the division. All offerings will be based on demand, needs, and available funding.

Full-time faculty desiring an overload assignment should submit a written request for overload during the first three (3) weeks of an academic term for the following term. No overloads or part-time assignments shall be made before initial full-time teaching loads are assigned. Full-time faculty shall be given preference in receiving an overload over part-time faculty being assigned, based upon the following considerations:

1. In making overload and part-time assignments, the Dean shall distribute courses on the principle of placing the best-qualified staff in all courses of a given discipline;
2. The full-time faculty member requesting a course within his/her discipline shall be assigned one (1), if one is available; and
3. The Dean shall assign a full-time faculty member to a particularly requested course, if possible, without violating the principle of placing the best qualified faculty member in an overload or part-time assignments within a given discipline.

When two (2) or more equally qualified full-time faculty members request the same course as an overload, or whenever the requests exceed the available overload assignments, the assignment shall be made according to, and in the order of, the following principles:

1. The faculty member in the discipline area of the course in question has priority;
2. The faculty member in a related discipline has priority; and
3. The faculty member who has been the longest without an overload assignment has priority.

Any individual overload referred to in this Article, to be taught at the request of a faculty member, will not, when added together with an individual faculty member's regular teaching assignment (including a partial overload regularly taught), exceed the greater of a nineteen (19) hour equated load, or one (1) additional class assignment. In cases of exigency, a Dean may request a faculty member to take additional overload. Any overload course section actually offered by the administration, whether at the request of the faculty member or the administration, may be declined by the faculty member, within ten (10) calendar days.

In cases of dispute concerning the quality of faculty instruction, the Vice President of Academic Affairs shall make the final determination after consultation with the parties involved.

**C. Lab Hours**

Equated hours for laboratory courses will be determined by the following formula:

$$\text{Equated Hours} = \text{Lecture Hours} + (\text{Laboratory Hours} \times .75)$$

In cases of tutorial and cooperative work experience supervision situations, the conversion of such activities to teaching load will be determined on an individual basis.

**D. Office Hours**

1. Faculty members are required to schedule at least five (5) office hours per week. Office schedules must be approved by the immediate supervisor.
2. Teaching faculty will be assigned, on regular registration days, to participate in the registration process and to be available in their offices for student advising up to a maximum of

six (6) hours each day unless they are excused with the approval of their immediate supervisor. For late registration, teaching faculty will participate in the registration process in lieu of office hours.

3. Full-time faculty will receive the approved holidays for all College personnel reflected in the Policies and Procedures Manual. If the non-instructional day or holiday (or the day designated to be celebrated in lieu thereof) falls on Saturday, the preceding Friday is observed. If the day falls on Sunday, the following Monday is observed.

**E. Independent Study**

The acceptance of independent study students will be voluntary. The full-time faculty will be given preference over part-time teachers in the acceptance of independent study students.

**F. Academic Year**

1. The academic year for full-time teaching faculty, including days such as instructional days, final exams, graduation exercises, staff development, registration, orientation, and preparation, shall not exceed one hundred seventy (170) assigned days.

2. The Union shall submit its proposal for the College calendar to the administration on a schedule prescribed by the administration. The Board of Trustees shall consider the Union's proposed calendar before adopting the official College calendar. The Board of Trustees retains the right to set the College calendar.

**G. Librarian's Workload and Work Year**

The librarian's workload is based on a normal workweek schedule of Monday through Friday in a professional status. The positions will be on an eleven (11) month contract at a rate of 1.22 times the nine (9) month academic year salary as determined by the faculty salary

schedule. The librarians will be scheduled a total of two hundred fifteen (215) workdays throughout a fiscal year.

**H. Counselor's Workload and Work Year**

1. A counselor's workload is based on a normal workweek schedule of Monday through Friday in a professional status. Counselors will be employed on a twelve (12) month contract at a rate of 1.25 times the nine (9) month academic year salary as determined by the faculty salary schedule.

2. Counselors will receive the official College holidays and twenty (20) working days' vacation per year, accumulative up to sixty (60) days.

**I. Faculty Teaching Schedules**

The administration will make an earnest effort to minimize schedules which exceed eight (8) consecutive clock hours per day, excluding overloads.

**J. Dual Credit**

All dual-credit courses shall be first offered to bargaining-unit faculty who are qualified to teach the course, provided that the overload maximum (Article V., B.) is not exceeded.

An on-campus office hour will not be required for a dual-credit course taught off-campus. Faculty members shall be required to make themselves available to students at the off-campus site for a reasonable period of time before and after class and by telephone or e-mail (if mutually agreed to by the faculty and student).

Faculty recommendations regarding the quality of dual credit courses will be considered by the Faculty-Administration Committee.

Mileage reimbursement shall be consistent with the current off-campus teaching mileage reimbursement policy.

**K. Contract Rights and Benefits**

Any employee meeting any one of the following criteria shall be afforded all contract benefit rights and responsibilities.

1. Teaches twelve (12) or more equated hours; or
2. Works as a librarian or counselor for an average of thirty-two (32) or more hours per week.

**L. Workload Calculation**

Based on enlarged sections with labs: full-time faculty teaching enlarged lecture sections which break out into two (2) or more separate laboratory sections on a regularly scheduled basis will have the additional laboratory section credited at the regular rate (.75), and will have additional credit for the lecture session at the rate of one-half (1/2) of the equated credit for the lecture-discussion portion of the course for each additional laboratory section included.

Examples:

1. Three (3) hour lecture class with a two (2) hour lab = 4 1/2 equated hours
2. Three (3) hour lecture class with two (2) labs at two (2) hours each = 7 1/2 equated hours
3. Three (3) hour lecture class with three (3) labs at two (2) hours each = 10 1/2 equated hours

**ARTICLE VI**

**LEAVES**

**A. Bereavement Absence**

Salary will be continued up to a five (5) day period of time for death in the family of an employee. Family is defined as parent, sister, brother, spouse, child, parent-in-law, or anyone

regularly residing with an employee. One day will be allowed and salary will be continued for attending the funeral of a grandparent, brother-in-law, sister-in-law, uncle, aunt, grandchild, son-in-law or daughter-in-law, niece, or nephew. When circumstances require additional time, the leave may be extended up to a maximum of an additional five (5) days with administrative approval. (Circumstances which would qualify for additional time are: distance to be traveled to funeral, necessity to be involved in funeral arrangements, and/or related arrangements.)

**B. Personal Leave**

Each full-time faculty member on a nine (9) month contract shall be allowed two (2) days each year, and each full-time faculty member on an eleven (11) or twelve (12) month contract shall be allowed three (3) days each year, which may be used to accommodate urgent personal needs which might arise and which cannot be transacted outside the regular school day. The purpose for the leave may be described as personal. Any such days used shall be deducted from the days allocated for personal illness or accident. The employee shall provide to his/her supervisor a notice of the intent to take the leave as early as is reasonably possible. Such days not used during a given year may not be carried over to an ensuing year as personal leave.

**C. Sick Leave**

1. Each full-time teaching faculty member on a nine (9) month contract shall be granted twelve (12) days (96 hours) of sick leave at the beginning of each academic year. Each full-time faculty member on an eleven (11) or twelve (12) month contract shall be granted fourteen (14) days (112) hours of sick leave at the beginning of each academic year. A faculty member on a nine (9) month schedule who teaches six (6) or more hours of summer school shall be entitled to two (2) additional days of paid sick leave, one of which may be used as a personal day. If teaching less than six (6) hours of summer school, the faculty member shall be entitled to one (1) additional sick day. Summer sick days may also accumulate. Faculty members beginning full-time employment subsequent to the beginning of the academic year shall be granted sick leave days on a prorated basis. Deductions shall be made on the percentage of work schedule missed.

2. Sick leave may properly be taken because of personal illness or accident or because of serious illness in the immediate family. The term "immediate family" is defined as parent, sister, brother, spouse, child, parent-in-law, or anyone regularly residing with the employee.

3. The Board reserves the right to obtain verification of illness when it deems such verification to be necessary.

4. Unused sick leave days may accumulate to a maximum of four hundred nineteen (419) days.

**D. Military Leave**

Community College District 537 will grant to its employees leave for military service, when appropriate, in accordance with provisions of the United States Code and other pertinent Federal Rules and Regulations. This information can be found in the Veterans Re-employment Rights Handbook or by contacting the United States Department of Labor. These leaves are

without pay, except the three (3) personal leave days may be applied toward any such leave for leaves of less than one (1) month.

**E. Maternity Leave**

A maternity leave of absence will be granted to any full-time employee upon proper application and approval by the Board for a period not to exceed twelve (12) months. Maternity leave shall be defined as that period of time an employee is unable to fulfill the requirements of the job because of disability due to pregnancy. Under the provisions of this leave, employees may use any benefits accrued under Article VI, Section C. Any request for maternity leave in excess of one hundred twenty (120) days shall be considered for approval only upon the condition that the attending physician certifies the necessity for additional time.

During the period of the employee's leave, the College will continue to pay the insurance premium on behalf of the person on maternity leave. Persons insuring their dependents may continue the coverage by remitting the premium to the College on a monthly basis for transmittal to the insurance company.

The employee may also elect to personally continue any necessary contributions to the State Universities Retirement System as governed by the appropriate statute and as determined by the State Universities Retirement System.

The recipient of maternity leave shall be reinstated in a position at least equal to the position held at the time the maternity leave was granted unless the recipient chooses to waive this requirement.

It is expected that any employee who plans to take maternity leave will coordinate the necessary absence from the College with her immediate supervisor.

**F. Paternal Leave**

Requests for paternal leave shall be granted in accordance with the provisions of Article VI, Section E, above.

**G. Professional Leave Policy**

**1. Definition**

Professional leave is for the purpose of developing or enhancing the knowledge and skills of College personnel so they may better serve the needs of the College District. A professional leave may be granted by the Board to intern in business, industry, or education; to undertake further study or other scholarly activity; or to act as a principal officer in a national organization; and must relate to one's employment assignment at the College. Professional leaves may be granted for an academic year or less. The Board will consider the granting of professional leave given the existence of appropriate funds and given the determination by the Board that the leave would be in the best interest of the College. The terms and conditions of such leaves will be agreed upon by the Board, the faculty member, and the Union prior to the granting of the leave.

**2. Eligibility**

Full-time faculty members are eligible for a professional leave after six (6) years of full-time employment at the College. A request for an early professional leave may be submitted during the fourth or fifth year of full-time employment at the College. The academic year, or any portion thereof, for which a professional leave is granted, will not be considered as part of the qualifying period of full-time employment required for eligibility. The total number of professional leaves for the entire faculty granted by the Board per academic year shall not exceed two (2) per year.

Faculty members granted a professional leave will be eligible again after three (3) additional years of full-time employment at the College.

### **3. Application Process**

Faculty members are to submit applications to their immediate supervisors by February 1 preceding the academic year in which the leave is desired. The proposal should outline the nature and length of the professional leave, the objectives of the leave, and the benefits to the College. The College may request additional supporting information, if needed. Where applicable, the Vice President of the unit will submit the application to the President with comments and recommendations.

The President will form a committee of five (5) full-time area employees: one (1) faculty member each from the transfer area, from the occupational area, and from Student Development and Services; one (1) administrator and one (1) member of the administrative support personnel. The committee will consider the relationship of each proposal to the definition of professional leave stated above, and will evaluate each proposal on the basis of potential benefit to the College.

The committee will review and evaluate each proposal and forward its conclusion and recommendation on each proposal to the President by no later than March 1. The committee will indicate which applications are recommended for approval and which are not. The committee will rank the approved proposals and state the reason for each ranking. The President's recommendation will be presented to the Board at the regular Board meeting in April.

### **4. Salary and Benefits**

The academic year salary or equivalent for the year during which the leave is granted will be used as the basis for computing the pay of any person on professional leave. A leave of

one (1) academic year will be compensated at fifty percent (50%) of the academic year salary or equivalent. A leave of one (1) semester or less will be compensated at one hundred percent (100%) of the prorated academic year salary or equivalent. If an early leave is granted, the percentages of compensation indicated above will be reduced by one-sixth (1/6) for each year of service less than six (6).

During the professional leave, the employee will receive all rights and privileges normally accorded to him/her just as if he/she were performing his/her full duties on campus. Professional leave will be credited as regular employed time in regard to retirement provisions and fringe benefits, except for accrual of vacation, personal illness and accident absence, and for occupational disability.

#### **5. Responsibilities of Faculty Member**

A faculty member taking a professional leave agrees in writing to return to regular full-time employment at the College for a minimum of two (2) years following the leave period. If this condition is not met, the person taking the leave agrees to repay all compensation and cost of benefits received from the College during the leave period. A faculty member taking a professional leave must also, upon returning to the College, submit a report on the leave to the President. The report is to include a description of the relevant experiences during the leave, a summary of how each of the objectives was met, and an outline of a plan for utilizing the knowledge and experience gained during the leave to better serve the needs of the College.

#### **H. Other Leaves of Absence**

Upon recommendation of the President, the Board may permit faculty members to take a leave without pay for a period of up to one (1) academic year for travel, study, restoration of health, or alleviation of hardship involving themselves or their immediate families.

In considering whether to recommend leaves, the President shall take the following factors into account and shall report to the Board when recommending such leaves:

1. Length of time the employee has been employed by the College;
2. Benefit which would result to the College;
3. Expectation of the employee to return to the College; and
4. Bereavement.

If appropriate, application for leave must be filed by March 1 for the following academic year or any portion of that year. This deadline may be waived by the Board under unusual circumstances.

Any employee on unpaid leave of absence shall retain all accrued benefits. During the period of the employee's leave, the College will continue to pay the insurance premiums on behalf of that employee. Persons insuring their dependents may continue the coverage by remitting the premium to the College on a monthly basis for transmittal to the insurance company.

The employee may also elect personally to continue any necessary contributions to the State Universities Retirement System as governed by the appropriate statute and as determined by the State Universities Retirement System. Employees who elect to take a leave under this provision are not assured of placement in the same position when they return to the College. However, any reassignment shall be to a comparable position for which the individual is qualified and also one which commands equal pay as the position previously occupied.

It is expected that employees who are on leave will coordinate their return to the College with their immediate supervisor.

**I. Substitutes for Faculty Attending Professional Activities**

A faculty member's attendance at a professional activity must be approved by the immediate supervisor. Each faculty member is encouraged to take the initial responsibility for finding a substitute for his/her classes during the absence. The Dean is responsible for approving all substitutes for him/her and for making arrangements for classes in consultation with the faculty member. Inability to locate a substitute should not necessarily prevent the faculty member's attendance at such an activity.

**J. Leave for Jury Duty**

No deduction in salary will be made for faculty members who are required to serve as jurors. Any compensation for such duty, excluding travel, will be remitted to the College. Faculty members will be expected to maintain communication with their immediate supervisor and report for work at such times when dismissed by the court from further service for a particular day (days) or portion thereof.

**K. Family and Medical Leave**

An employee may request a leave without pay under special circumstances.

Under the "Family and Medical Leave Act of 1993" an unpaid leave of up to twelve (12) workweeks, during any twelve (12) month period, may be taken because of a birth of a child and in order to care for the child; because a child was placed with an employee as a result of an adoption or foster care proceeding; because an employee is needed to care for a spouse, son, daughter, or parent who is diagnosed with a serious health condition; or because the employee is diagnosed with a serious health condition and he/she is unable to perform the functions of his/her position.

In order to qualify for the "Family and Medical Leave," an employee must have been employed at Richland Community College for at least twelve (12) months and worked at least 1,250 hours during the previous twelve-month period. Richland's faculty members' eligibility will be determined using a 40 hour workweek from first day of employment.

Under the above circumstances, Richland Community College will maintain the employee's insurance coverage for the duration of the leave, not to exceed twelve (12) workweeks, under the College sponsored group health plan (Medical, Life, AD&D, LTD) that provides health care to the employee or the employee's family. Such coverage shall be maintained at the level and under the conditions coverage would have been provided if the employee had been continuously employed for the duration of the leave. Richland may elect to recover the premium it paid for maintaining the insurance coverage if the employee does not return to work after the leave has expired. Sick leave and vacation leave will not accrue while an employee is on leave under this policy.

Upon returning from leave, the employee shall be entitled to:

1. the position he/she held when the leave commenced; or
2. an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

The leave must be approved by the College President and the Board of Trustees.

## ARTICLE VII

### UNION SEMINARS AND CONFERENCES

Seminars, conferences, and meetings related to Union activities will be recognized by the College as professional days. An aggregate of eight(8) days per academic year will be available to be assigned to Union members selected by the Richland Federation of Teachers (RFT) President for these activities. Seminar, conference, and meeting expenses will be paid by the RFT. The RFT President shall submit a request for the professional day to the Vice President of Academic Affairs or Vice President of Student Development and Services for approval.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

It is the intent of the College to encourage prompt resolution of grievances or complaints of faculty members as they arise and to provide an orderly procedure for resolving such grievances or complaints.

The stated response times may be adjusted with the approval of all parties involved. Short of the approval to extend a response time, a grievance will be considered void if a response time is not met.

The definition of "college days" is days that the College is open.

A "grievance" shall be defined as a complaint by a faculty member, or group of faculty members, that there has been a violation or misinterpretation of a specific provision of this Contract. The grievance shall state article(s) that the grievance refers to, facts giving rise to *the* grievance, and the remedy sought. A grievance shall be processed as follows:

**Step 1:** Within seven (7) college days from the date a reasonable person should have become aware of the event giving rise to the grievance, the grievant and the immediate

supervisor shall attempt to resolve the dispute at an informal meeting(s) including the Union grievance officer and the College grievance officer.

**Step 2:** If a dispute is not resolved after the Step 1 meeting, the grievance shall be submitted to the immediate supervisor within three (3) college days following the Step 1 meeting. Within three (3) college days after receipt of the written grievance, the immediate supervisor shall send his/her written response to the grievant and the Union grievance officer.

**Step 3:** Within five (5) college days, the grievant and Union grievance officer may advance the grievance, in written form, to Step 3. Within five (5) college days after the grievance is presented to the appropriate Vice President, the Vice President will schedule a conference with the grievant and a representative of the grievant if the grievant so chooses. The Vice President shall communicate his/her written decision to the faculty member and the union grievance officer and the College grievance officer within five (5) college days following the presentation of the grievance in conference.

**Step 4:** If the grievance is not satisfactorily resolved through the conference with the appropriate Vice President, the faculty member may appeal to the President of the College. This appeal shall be made in writing within five (5) college days after receipt of the notice from the Vice President. The President shall schedule a conference on the matter within ten (10) college days after receipt of the grievance and shall communicate his/her decision in writing to the grievant within ten (10) college days following the conference.

**Step 5:** (a) If the grievance is not settled in accordance with the step above, the Union may refer the grievance to arbitration within thirty (30) college days after receipt of the President's disposition of the grievance. The grievance shall be submitted to final and binding arbitration. The parties shall attempt to agree upon an arbitrator. If the parties cannot agree

upon an arbitrator within two (2) weeks, the parties shall jointly request a party of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be chosen by a striking process from a list of seven (7) arbitrators; the party requesting arbitration shall strike the first name. The parties agree that arbitrators must be members, in good standing, of the National Academy of Arbitrators.

(b) No grievance shall be entertained, processed or submitted for arbitration unless it is filed within seven (7) college days from the date a reasonable person should have become aware of the event giving rise to the grievance.

(c) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement or any applicable Board policy. He/She shall consider and decide only the specific issues subjected to him/her in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way, the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his/her decision promptly following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and shall be immediately implemented.

(d) The fees of the arbitrator and of FMCS shall be divided equally by the Board and the Union. All other expenses shall be borne by the party incurring them.

College initiation of grievance:

**Step 1:** The College may initiate a grievance against a faculty member or the Union for violation or misinterpretation of a specific provision of this contract. This shall be initiated by the College President filing a written "statement of grievance" with the president of the Union and an individual (if applicable) no later than twenty (20) college days after the facts are known or the incident upon which the grievance is based first occurred. Within twenty (20) college days the involved parties shall meet to informally resolve the grievance.

**Step 2:** If the grievance has not been resolved in Step 1, then the College may refer the grievance to arbitration within thirty (30) college days after the completion of Step 1. The arbitration procedure as outlined under Step 5 (union grievance) shall then be followed.

## **ARTICLE IX**

### **SENIORITY**

No tenured faculty member may be laid off while any probationary or part-time faculty member or any other employee with less seniority is retained to fulfill a position which the tenured employee is competent to fulfill. In determining questions involving reductions in force, the parties agree to be guided by the case law as it has been developed interpreting the Tenure Act in the Illinois School Code.

In addition, the parties agree that the primary criterion in determining whether an employee is competent to render services is the number of years of teaching experience the employee has in his/her field at the college level. The parties also agree that the following criteria are relevant: first, graduate degrees or graduate work in the field; and second, relevant outside work experience, including teaching in the secondary schools.

Laid off faculty shall have preference for all classes currently assigned to part-time faculty or overloads, provided the laid off faculty member or members are competent to teach those classes.

Recall from layoff shall be in reverse order of the original layoff. Recall rights shall exist for two (2) years from the beginning of the school year for which the faculty member was dismissed. Notice of recall shall be by certified mail, return receipt requested, to the faculty member's last known address. If the faculty member does not respond within thirty (30) days after receipt, the faculty member's recall rights shall cease.

No new faculty shall be hired for any position a laid off faculty member is competent to fill.

**A. Determination of Seniority**

Full-time faculty members at Richland Community College will achieve seniority in the following ways:

1. At the time that full-time faculty members are hired, they will demonstrate their qualifications in the discipline(s) in which they are qualified to teach. When the Board of Trustees approves their contracts, it will list the discipline(s) in which the faculty member is qualified to teach. All seniority, no matter when it is achieved, will be dated from the most recent date of hire.

2. Faculty members, with the approval and supervision of their respective Deans, may achieve qualification in new disciplines and will then have seniority in that discipline based on their date of hire. Ordinarily, this qualification will be a master's degree in the field. However, in some technical and other quickly developing areas or in areas closely related to the faculty

member's original discipline, an approved number of credit hours or other study in the discipline may suffice.

3. Faculty members who were hired prior to this written policy (June 15, 1999) may show evidence of their qualifications in disciplines other than those in which they are currently teaching. Respective Deans should be allowed to judge whether or not faculty members are qualified to teach in additional disciplines.

4. If there is a disagreement, it should be settled through the chain of command.

5. If faculty members are asked to teach in a given discipline by respective Deans, seniority will automatically be granted based upon the most recent date of hire.

An underlying principle of this policy is that students should be able to depend on the qualifications of their professors.

## ARTICLE X

### GENERAL PROVISIONS

#### A. Dismissals

Dismissals of all employees shall be in accordance with the applicable provisions of the Illinois Community College Tenure Act, and, when practicable, shall be preceded by progressive discipline. However, such dismissals shall not be grievable. Instead, the employee may challenge his/her discharge in accordance with applicable law.

#### B. Suspensions

No employee will be suspended without pay except for just cause.

#### C. Right to Representation

When any faculty member is called before the Board, the College President, a Vice President, or a Dean for a meeting or conference and the faculty member reasonably believes that

the meeting or conference will result in a written reprimand, suspension, or notice of termination of employment, the faculty member, upon request, may have a representative of his/her choice present.

**D. Privacy**

In the event the Administration has reason to discipline an employee, earnest effort will be made so that the discipline will not embarrass any employee before College personnel, students, or the public. Employees subject to disciplinary action shall have the right to Union representation in any hearings concerning their discipline.

**E. Faculty Records**

1. No material derogatory to a faculty member's conduct, service, character, or personality shall be placed in a faculty member's file unless the faculty member has had an opportunity to read the material and affix his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the contents. In the event that a faculty member refuses to sign the materials, the Union President agrees to sign the materials indicating that the materials have been received.

2. If the faculty member disagrees with any materials placed in his/her file, the faculty member shall have the right to submit a written rebuttal, which shall be placed in the file.

3. Upon written request by the faculty member, he/she shall be permitted to examine in the Human Resources Office any personnel documents which are, and have been or are intended to be used, in determining that faculty member's qualifications for employment, promotion, transfer, additional compensation, discharge, or other discipline.

4. Upon written request, the faculty member shall receive a copy of the materials in his/her official cumulative file if such materials are to be used in any form of litigation.

5. To the extent that this clause is inconsistent with the provisions of the Illinois Personnel Records Act, the Act shall prevail.

6. Any material intentionally excluded from the file may not be used in any disciplinary proceeding before an arbitrator, judge, or hearing officer.

**F. Tuition Waiver**

Full-time faculty members, their spouses (if individual is residing with employee), and dependent children (as qualified under the Internal Revenue Code) may have their tuition charges waived for credit courses.

**G. College Duplicating Equipment**

The Union shall continue to have reasonable use of the College's duplicating equipment, provided that the Union reimburses the College for the cost of such use and that the use does not interfere with normal College business. The Union agrees it will not use College equipment to personally attack College officials or Board members, provided that the above is not meant to prevent the Union from discussing normal Union issues.

**H. College Facilities**

The Union shall have the right to hold its meetings on College property, provided such meetings in no way interfere with any aspect of the instructional program, that such meetings entail no additional maintenance or custodial expenses, and that the facilities are available. When such meetings entail additional maintenance or custodial expenses, the Board may make a reasonable charge therefor. The designated Union representative shall contact the Vice President

of Academic Affairs regarding the availability of the desired facility and make advance reservation for such prior to scheduling any meeting which is to be held on College property.

**I. Administration-Faculty Committee**

In order to facilitate communication between the parties and to attempt to resolve issues, an administration-faculty committee shall be established which shall consist of four (4) members designated by the Union President and four (4) members designated by the College President. On the reasonable request of either party, the Committee shall meet to discuss matters of mutual concern that do not involve pending negotiations or pending formal grievances. The parties shall meet at least quarterly throughout the year. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least two (2) days prior to the date of the meeting. Meetings will not be scheduled during faculty members' regularly scheduled class time or student appointments. The College President and the Union President reserve the right to substitute members of the Committee at any time.

The chair will alternate each meeting between the Administration and the Union. The Committee shall make written recommendations to the President of the College. If the Committee does not reach a consensus, separate reports shall be made. The President shall make a timely written response to the Committee.

**J. Internship Program**

Faculty recommendations regarding the quality of the internship program will be considered by the Administration-Faculty Committee.

**K. On-Line Instruction**

**1. Definition of On-Line Instruction**

On-line instruction is defined as any section of a course in which 80% of instruction is accomplished via the Internet.

**2. Development of On-Line Instruction**

Faculty who agree to develop a course to be delivered via Internet shall receive one (1) hour of stipend equal to overload for each credit hour of the on-line course. Such stipend shall be taken the semester prior to delivery of the on-line course. If a faculty member accepts development compensation, s/he is required to teach the course on-line during the next semester.

Development compensation will be provided only for on-line instructional materials that are substantially original in the judgment of the applicable Dean. Development compensation shall not be available to a faculty member for modifications of instructional materials for any course already taught on-line by the same faculty member. A faculty member who develops substantially original, on-line instructional materials for a course already taught on-line by another faculty member shall be entitled to development compensation.

**3. Training for On-Line Instruction**

If a faculty member agrees to develop or teach a course for delivery via the Internet and requests training, the College will provide appropriate training.

**4. Choice**

A faculty member shall not be required to teach an Internet course unless s/he has accepted on-line development funds from the College, in which case s/he may be required to teach the course no more than three times.

**5. Class Size**

Maximum class size for on-line courses shall not be larger than the largest maximum class size for comparable courses taught traditionally, excluding distance learning courses and courses taught in large lecture rooms (W126 and C141 or comparable rooms).

**6. Privacy**

Direct e-mail interchange between students and faculty shall not be monitored by the College without prior notice and reasonable suspicion of improper conduct.

**ARTICLE XI**

**NO STRIKE CLAUSE**

During the term of this Agreement, neither the Union nor its agents, nor any employee for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Board. The Union agrees to notify all local officers and representatives of their obligation and responsibilities for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

**ARTICLE XII**

**INSURANCE AND COMPENSATION**

**A. Group Health, Life, and Long-Term Disability Insurance**

1. The College will provide all full-time faculty with group medical and dental insurance, long-term disability, and life insurance. Members of the bargaining unit will participate with the College administration in developing recommendations for coverage and carriers. The College President will determine the composition of the committee to include

proportional representation from the faculty bargaining unit and set the guidelines for the committee. The Board of Trustees retains the right to determine the coverage and carrier.

2. For the period of this contract, 2000-2004, the College will pay the major medical insurance carrier a portion of the premium cost. The College payment will be based on the premium cost as established on October 1, 2000, and it will not exceed one hundred twenty percent (120%) of the premium rate for 2000-01. The College's participation will be one hundred percent (100%) of the individual group health premium for an individual employee and fifty percent (50%) of the dependent group health premium for individuals electing dependent coverage. Further, the College will pay the individual employee premiums for life and long-term disability insurance.

**B. Retired Faculty**

College full-time faculty retiring under the State Universities Retirement System (SURS) may participate in the College's Group Medical Insurance Program after retirement, if the group insurance carrier allows for retiree participation. Extent of coverage will be as determined by the College and the insurance carrier. Retirees shall be responsible for the premium cost. Requests to continue in the College Group Medical Insurance Plan shall be made within sixty (60) days after retirement. Reinstatement will no longer be available to retirees once participation is discontinued. Eligibility to participate, extent of coverage, and all rules and procedures will be determined by the College.

**C. Salary Schedule**

The faculty salary schedule seeks to provide assurance of fair placement at the entry-point of employment and salary advancement for pre-approved and completed educational course work, as specified below.

## **1. Initial Placement**

The salary schedule has seven (7) categories reflecting educational attainment or its equivalent. For initial placement purposes the schedule also takes into consideration years of teaching experience. It shall be the responsibility of the President, in consultation with the Vice President of Academic Affairs or the Vice President of Student Development and Services, to establish the initial placement to be submitted to the Board for final approval. Each member of the faculty will be placed on the schedule according to the following criterion:

Educational attainment or its equivalent\*:

B.A./B.S. (All faculty members employed by the College are considered to be at least at this level, regardless of training)

Category I M.A.

Category II M.A. + 15 credit hours or M.F.A.

Category III M.A. + 30 credit hours

Category IV M.A. + 45 credit hours

Category V M.A. + 60 credit hours

Category VI M.A. + 75 credit hours, or Ph.D. or Ed.D.

\* Directly related experience, as determined by the President, in consultation with the Vice President of Academic Affairs or the Vice President of Student Development and Services, will be equated to education by multiplying each year of such experience by six (6). For non-teaching faculty, directly related experience shall include experience as professionals in their fields in addition to the teaching experience and shall be calculated as above.

Some faculty members may be employed on a ten (10) month or an eleven (11) month basis, rather than on an academic year (nine [9] month) basis. A faculty member

employed on a ten (10) month basis will receive the appropriate academic year salary plus one-ninth (1.11) of that salary for the additional month of employment. A faculty member employed on an eleven (11) month basis will receive the appropriate academic year salary plus two-ninths (1.22) of that salary for the additional two (2) months of employment.

## **2. Salary Advancement**

All courses that have been pre-approved by the appropriate administrator will be applied toward increases in salary. Traditional pre-approved courses will be applied to the salary schedule as credit hours equal to course credit hours given by the institution from which the course was taken. Non-traditional pre-approved courses, clinics, and seminars will be applied to the salary schedule according to the following formula:

Course contact hours divided by 15 = credit hours

When faculty members qualify for salary increases through the completion of additional pre-approved education, their salaries will be increased by the corresponding amounts indicated by the salary schedule.

Whenever increases occur due to additional pre-approved education, negotiated increases will be calculated on the higher salary that reflects the educational increase. Salary will be paid according to the faculty member's category on the current schedule. The placing of faculty in any one category, the advancement to another category, or any increase in salary of any individual will depend upon the faculty evaluation procedure and will be solely within the discretion of the Administration.

**D. Substitute Pay**

In the event a qualified faculty member is required to substitute in a class requiring preparation, lecture, demonstration, and/or lab supervision, the following formula shall apply:

$$\frac{1}{\text{number of sessions class meets per semester}} \times \text{rate of pay of substitute} \times \text{equated hrs. for course} \times \text{number of class sessions substituted} = \text{pay for substitution.}$$

A semester is defined as being sixteen (16) weeks in length.

**E. Tuition**

In the event that a Vice President directs a faculty member to take a course or courses, the Board will pay the tuition for the course or courses. The Vice President reserves the right to pre-approve both the course and the institution.

**F. Independent Study**

In the event a student drops an independent study course prior to midterm, the faculty member shall receive one-half (1/2) the designated pay for the course. If a student drops an independent study course after midterm, the faculty member shall receive full pay.

**G. Proficiency Pay**

Faculty members shall receive seventeen and 50/100 dollars (\$17.50) per credit hour for preparing, administering and grading proficiency exams.

**H. Substitute Academic Director**

Any faculty member designated by the Vice President of Academic Affairs to serve as substitute Academic Director will be compensated at the rate of \$20 per day.

**I. Academic Rank Promotion**

Faculty members who have attained the promotional criteria and are recommended and promoted to the next higher rank will receive a \$500, one-time bonus that will be paid after their promotion is approved by the Board of Trustees. Such bonus shall not become part of the base salary. Academic rank promotion shall be consistent with Board Policy 3.4.8 and the August 16, 2000, clarifying letter (Exhibit 1) from the Director of Human Resources to the Union.

**J. Professional Expense Benefit**

A minimum of \$350 per faculty member on the average will be allocated for professional development. Each faculty member's professional development program will be included in the faculty member's Professional Development Plan and submitted to the Dean and/or Vice President for approval.

**ARTICLE XIII**

**RETIREMENT**

**A. Voluntary Retirement Program (VRP)**

Full-time faculty at Richland Community College shall be eligible to apply for participation in a one-time Voluntary Retirement Program (VRP). This program will be made available to eligible full-time faculty for a limited term only. Funds used to support the VRP shall not be taken from the College's operating funds (education and building and maintenance funds supported through tuition, property taxes, and state reimbursements), but rather will be supported by General Obligation Bonds sold for this purpose.

In order for full-time faculty to be eligible for the program, they must meet the following criteria:

1. Eligible full-time faculty must be at least fifty-five (55) years of age or older and have at a minimum ten (10) years of continuous full-time service with RCC at retirement.

2. The full-time faculty member must be vested and qualified to receive a retirement annuity from the State Universities Retirement System of the State of Illinois.

3. An employee eligible for the SURS Early Retirement Option (ERO) may not participate in the Voluntary Retirement Program (VRP).

4. The full-time faculty member must retire no later than August 31 (the SURS retirement calculation year), in the academic year the employee designates for retirement.

Eligibility for the Voluntary Retirement Program (VRP) will be subject to the following conditions:

1. Irrevocable application for the VRP must be submitted to the Director of Human Resources within 120 days following the ratification of the contract between the Richland Federation of Teachers and the Board of Trustees of Richland Community College. The ratification date will be the date that the last party, the RFT or the Board, votes ratification. The program is not expected to become an on-going feature of RCC benefits.

The application window for the VRP is established in order for the Board to exactly determine the cost of the program and file the necessary and required documentation to support a sale of bonds to fund the program.

2. The faculty member must retire prior to August 31, 2003.

3. The VRP will be funded by the sale of General Obligation Bonds, and no funds to support the VRP shall be taken from general operating funds.

4. The Board of Trustees reserves the right to limit participation to fifteen (15) percent of the total faculty in any given year covered by the current contract in force. In the event that the number of eligible applicants exceeds fifteen (15) percent of the total faculty, participation shall be determined by seniority. For purposes of the VRP program, seniority is defined as the faculty member's total full-time employment with the College. The definition of seniority in this

clause will in no way contradict the definition for seniority for the contract between the RFT and the Board of Trustees as specified in Article IX, Section A, parts 1-5.

5. In the event of the death of an applicant for the VRP, the program will have no further obligation to the employee or the employee's survivors except those obligations that are covered under the College's benefit program or covered by the State Universities Retirement System of the State of Illinois.

6. In choosing the effective date of retirement, participants are expected to work cooperatively with their supervisors to ensure the smooth transfer of on-going responsibilities to the College community. Retirements shall occur only between semesters. Nothing in this section shall be used to require a faculty member to work beyond his/her designated day of retirement.

7. Collection of VRP retirement benefits prohibits employees from re-employment with Richland Community College for a period of one hundred and eighty (180) days after retirement.

The VRP will consist of a payment to the full-time employee as follows:

1. The payment is calculated as follows:

$(1.4) \times (\text{years of full-time service at Richland up to, and including, the year of retirement}) = \text{salary factor (percent)}$

$(\text{salary factor}) \times (\text{average salary of contract years applicable, 2001-02-03}) = \text{VRP payment}$

2. The VRP payment will be divided by the full-time employee's remaining working years and paid out equally over that period.

**B. Payment of Annuities**

Payment of annuities shall be made within ten (10) days following the paycheck date.

**ARTICLE XIV**

**TERM OF AGREEMENT**

The provisions of this Agreement shall be effective the first work day of the 2000-01 school year and shall remain in full force and effect until the last work day of the 2003-04 school year.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands this 4<sup>th</sup> day of December, 2000.

**BOARD OF TRUSTEES OF RICHLAND  
COMMUNITY COLLEGE DISTRICT #537**

**RICHLAND FEDERATION OF  
TEACHERS  
LOCAL #4262, IFT, AFT, AFL-CIO**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

## FACULTY SCHEDULE

### Base Salary

2000-01	2001-02	2002-03	2003-04
\$25,376 (BA/BS)	\$26,137 (BA/BS)	\$26,913 (BA/BS)	\$27,859 (BA/BS)

### Overload and Summer Pay

	Overload Contract Year	Summer
	2000-01, 2001-02, 2002-03, and 2003-04	2001, 2002, 2003, and 2004
Instructor	\$436	\$607
Asst. Professor	\$482	\$697
Assoc. Professor	\$536	\$787
Professor	\$582	\$864

Independent Study Pay - \$35 X number of credit hours X number of students.

Proficiency Pay - \$17.50 per credit hour.

## EXHIBIT 1

August 16, 2000

Dr. Jon Nadler  
One College Park  
Decatur, Illinois 62521

Dear Jon,

Recently, there has been some confusion as to the interpretation of the language of the College's promotion policy. Specifically, eligible criteria for promotion and what constitutes such.

I have discussed this matter with Dr. Novak and Dr. Kyger to clarify the intent of the language. The specific language is as follows:

RCC Board Policy 3.4.8 *Faculty Promotion in Rank*

Under the heading, *In addition to the general criteria for promotion, item #2* (Assistant Professor, Associate Professor, and Professor ranks):

"Shows continued study whether toward the attainment of the next highest educational degree or in a specialty area. "

The term "continued study" is not limited to formal graduate coursework, although typically that is the form it takes. Research or unique contributions within the specialty area are eligible criteria for consideration for promotion. Dr. Novak and Dr. Kyger agree that the intent of the language is to encourage continued study to maintain relevancy in the field, discipline, or specialty area. However, continued study may include major research efforts or related project contributions that improve the quality of education for RCC students.

I hope this helps to clarify the intent of the policy. If you have questions please contact me.

Sincerely,

Roger Spayer  
Director of Human Resources