

COLLECTIVE BARGAINING AGREEMENT

2003-2006

Between

Richland Adjunct Federation of Teachers Local #6218

And

Richland Community College District #537

Board of Trustees

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ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1. Recognition. The Board of Trustees of Richland Community College District #537 ("the Board") recognizes the Richland Adjunct Federation of Teachers ("the Union"), Local #6218, IFT/AFT, AFL-CIO as the sole and exclusive bargaining representative for all adjunct faculty members who teach at least six (6) but less than twelve (12) equated credit hours of college-level courses and/or specified developmental education courses for two consecutive semesters (defined as fall-spring, spring-summer, summer-fall, spring-fall). For purposes of this provision, developmental education courses are defined as Math 087 and above and Engl 088 and above. Adjunct faculty teaching less than six (6) equated credit hours for two consecutive semesters (defined as fall-spring, spring-summer, summer-fall, spring-fall) will no longer be in the bargaining unit. Full-time employees of the Board who teach part-time and those under third-party contracts are expressly excluded.

Section 2. Duty of Fair Representation. The Union agrees to indemnify and hold the Board harmless from any and all liability, including monetary damages, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 3. Right to Join. The Board and the Union recognize that every eligible adjunct faculty member shall have the right to join or refrain from joining the Union without discrimination. Membership in the Union shall not be a condition of employment, nor shall the Board discriminate in hiring or promotional opportunities or otherwise because of membership and/or participation in activities of the Union.

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; assign without preference; release; and lay off employees; (5) the right to determine the qualifications of employees, and to suspend, discipline, and dismiss employees and otherwise to maintain an orderly, effective, and efficient operation.

ARTICLE III
TERMS AND CONDITIONS OF EMPLOYMENT

Section 1. Other Employment. The College does not claim the right to prohibit or restrict adjunct faculty members from accepting other employment. However, the

College does expect adjunct faculty members, while under contract with the College, to refrain from engaging in outside activity that would prevent them from fulfilling their contractual obligations to the College.

Section 2. Other Responsibilities. Adjunct faculty shall follow the master syllabus provided by the Dean for each course taught, shall maintain appropriate grade books and attendance records and retain such records on behalf of the College, and shall cooperate with the College with respect to student grievances. Adjunct faculty shall further submit mid-term and final grade rosters in accordance with College guidelines and timeframes. As part of their regular compensation, adjunct faculty members shall attend semester orientations and division meetings (or make reasonable, alternative arrangements acceptable to the College) and shall post on their course syllabi one hour per week per course when they will be available to meet with students by prior arrangement in a place convenient to both the faculty members and students.

ARTICLE IV

EVALUATION

Section 1. Purpose. The College has the following general professional expectations of all adjunct faculty: competence in the adjunct faculty member's discipline, reasonable accessibility to students, and cooperation with college-wide and division instructional goals.

The purpose of the evaluation procedure is to acknowledge and reinforce commendable instructional practices, maintain instructional excellence, apprise adjunct

faculty members of their strengths and weaknesses and to assist the College in making employment decisions concerning retention of adjunct faculty.

Section 2. Evaluation of Adjunct Faculty Members. The appropriate Dean (or designee) shall endeavor to perform a written evaluation of each adjunct faculty member in accordance with Board policy.

Section 3. Supplemental Evaluations. In addition to the evaluations set forth above, the Dean (or designee) may elect to conduct such additional evaluations of any adjunct faculty member as the Dean (or designee) shall deem necessary and appropriate if performance and/or conduct deficiencies appear evident.

Section 4. Probationary Period. All new bargaining unit employees will serve a fifty-four (54) teaching credit hour probationary period at Richland Community College. Probationary employees may be dismissed at will. Credit hours taught at Richland Community College prior to ratification of the contract shall be counted toward the probationary period.

ARTICLE V

DISCIPLINE

Non-probationary employees may be disciplined for just cause. Discipline beyond a reprimand may be grieved.

ARTICLE VI
UNION AND EMPLOYEE RIGHTS

Section 1. Union Meetings. 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 Student and Academic Services 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.

Section 2. Use of Equipment and Supplies. The Union shall 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.

Section 3. Dues Checkoff. Upon receipt of a signed authorization from an employee, the regular monthly dues (uniform in dollar amount) of the Union shall be deducted from such employee's pay. The Treasurer of the Union shall notify the Office

of Human Resources of the amount of the uniform dues to be deducted. Deductions shall be remitted promptly to the Treasurer of the Union.

If an adjunct faculty member has insufficient or no earnings during a given pay period, the Union shall be responsible for collecting such adjunct faculty member's dues, if any, for that period.

The Union shall indemnify the Board and hold it harmless against any and all claims, demands, suits, or other forms of liability (including any improper deductions that have been collected by the Board and remitted to the Union) that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this Article.

Section 4. Administration-Adjunct Faculty Committee. In order to facilitate communication between the parties and to attempt to resolve issues, an administration-adjunct faculty committee shall be established which shall consist of two (2) members designated by the Union President and two (2) 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 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 adjunct 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.

Section 5. Access to Personnel Files. An employee shall, within seven working days and upon written request signed by the employee using a form provided by the Human Resources Office, have a right to review his/her personnel file. An employee involved in a current grievance against the employer may designate in writing a union representative to inspect the employee's personnel file. An employee may obtain a copy of his/her personnel file, and the employer may charge a fee limited to the actual cost of duplication. The parties agree to abide by the Illinois Personnel Record Review Act.

Section 6. Voice Mail and Email. Each bargaining unit member shall have access to an individual, college-assigned voice mail and email. Email shall be the College's preferred means of communicating operational information. Email shall not be relied on or the sole means of providing necessary notice to individual adjunct faculty about personnel matters.

ARTICLE VII

GRIEVANCE PROCEDURE

It is the intent of the College to encourage prompt resolution of grievances or complaints of adjunct 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 any person or group of persons within the bargaining unit or by the College, that there has been a violation, misinterpretation, misapplication or inequitable application 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.

Section 1. Union Initiated Grievance

Step 1: Within ten (10) 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 adjunct 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 adjunct 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 ten (10) 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.

Section 2. College Initiated Grievance

Step 1: The College may initiate a grievance against an adjunct 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 VIII

BENEFITS

Absences. A paid absence of one (1) day per semester may be used for illness or personal leave. Personal leave may be used to accommodate urgent personal needs which might arise and which cannot be transacted outside scheduled work time. There will be no accrual of these days.

The appropriate Dean should be notified when any adjunct faculty absence, change of class schedule, class cancellation, or substitution is anticipated. At that time, the adjunct faculty member must inform the Dean of his/her plans for the missed class. In the event of an unanticipated absence, the instructor shall immediately inform the Dean upon his/her return. It is the responsibility of the instructor to complete and submit appropriate absence report form(s).

ARTICLE IX
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 that may be caused or initiated by others, and to encourage employees violating this Article to return to work.

ARTICLE X
SEVERABILITY

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

In the event any Article, Section, provision, sentence or clause of the Agreement is determined to be invalid by a Court of competent jurisdiction and, thereafter, no appeal is taken by either party within the appropriate period, the parties shall renegotiate the Article, Section, provision, sentence or clause of the Agreement so deemed to be invalid.

ARTICLE XI
PRINTING OF AGREEMENT

Within thirty (30) days following ratification and execution of this Agreement by both parties, the Board will provide a copy of this Agreement to the President of the Union for distribution to the employees covered by the Agreement. The costs of printing and reproduction will be shared.

ARTICLE XII
COMPENSATION SCHEDULE

Semesters are total cumulative semesters taught at Richland Community College. Rate is dollars per equated credit hour.

<u>Semesters</u>	<u>FY 03 Rate</u>	<u>FY 04 Rate</u>	<u>FY 05 Rate</u>	<u>FY 06 Rate</u>
3-8	420	437	450	463
9-18	440	458	471	485
19-27	460	478	493	508
28+	481	500	515	531

Fall 02 rates are retroactive only for eligible members of the Bargaining Unit.

An Equity Adjustment of \$15 per equated credit hour taught during FY01 and FY02 will be paid to eligible members of the Bargaining Unit in accordance with the Letter of Agreement dated _____, 2003.

ARTICLE XIII
TERM OF AGREEMENT

The provisions of this Agreement shall be effective beginning with the spring 2003 semester, and shall remain in full force and effect until the end of the spring 2006 semester.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2003.

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

**RICHLAND ADJUNCT FEDERATION
OF TEACHERS**

BY: _____

Chairman of the Board

BY: _____

Union President