



WAUBONSEE  
COMMUNITY COLLEGE

*Where futures take shape.*

Board of Waubonsee Community College  
Community College District #516

and

Waubonsee Community College Adjunct  
Faculty Association – Adult Education  
(WCCAFA-AE)

July 1, 2015 – June 30, 2018

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## ARTICLE I: RECOGNITION OF ASSOCIATION

The Board of Trustees of Community College District No. 516 recognizes the Waubonsee Community College Adjunct Faculty Association – Adult Education (WCCAFA-AE) as the exclusive bargaining representative for the eligible adjunct faculty members as certified by the Illinois Educational Labor Relations Board on December 12, 2006.

To be eligible for the bargaining unit, an adjunct faculty member must have taught at least 45 contact hours of instruction in ESL or ABE/GED courses for three (3) consecutive semesters (excluding summer). This minimum standard must be maintained for any adjunct faculty member to remain eligible for inclusion in the unit. Bargaining unit eligibility shall commence at the beginning of the third consecutive semester in which the adjunct faculty member provides at least 45 contact hours of instruction in ESL or ABE/GED instruction. An adjunct faculty member who has achieved eligibility for the bargaining unit will not have to re-establish eligibility upon re-hire after a one-semester break in service due to the adjunct faculty member not being assigned a course that she/he was available to teach.

Excluded from the unit are all adjunct faculty members who do not meet the bargaining unit eligibility criteria set forth above, all administrators, full-time faculty, support staff, managerial employees, SURS retirees, and full-time Waubonsee Community College students.

An adjunct faculty member who is removed from the bargaining unit because he/she does not meet the eligibility criteria set forth above will re-qualify for eligibility in the unit only after satisfying the eligibility criteria set forth above.

**ARTICLE II: BI-ANNUAL UNIT LISTING**

The Board will provide a list of adjunct faculty members who meet the eligibility criteria set forth in the Recognition clause to the Union (WCCAFA-AE) on or before September 15 for the fall semester and February 15 for the spring semester. Members will be qualified or disqualified effective the beginning of the fall semester and the spring semester of each school year.

**ARTICLE III: GRANT FUNDED EMPLOYEES**

The adjunct faculty members eligible for the WCCAFA-AE bargaining unit are employed in a restricted grant-funded program. The ABE/GED/ESL funding sources may be discontinued at any time. Employment will be terminated when ABE/GED/ESL funds are no longer available. The rules, procedures and other requirements of the funding sources for the Adult Education adjunct faculty take precedence over the other terms of this Agreement.

#### ARTICLE IV: MANAGEMENT RIGHTS CLAUSE

The Waubonsee Community College Board of Trustees, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and the Constitutions of the State of Illinois and the United States including, but without limiting the generality of the foregoing, the right:

- A. to the executive management and administrative control of the College, its properties and facilities.
- B. to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal.
- C. to approve curriculum and courses of instruction, including special programs, as deemed necessary or advisable by the Board.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

## ARTICLE V: GRIEVANCE PROCEDURE

It is the declared objective of the Union (WCCAFA-AE) and the Board to encourage the prompt and informal resolution of grievances as they arise and to provide recourse to orderly procedures for the satisfactory resolution of such grievances.

### A. Definition

A grievance is defined as an alleged violation, misapplication or misinterpretation of a specific article or section of this Agreement. If any such grievance arises, there shall be no individual or concerted stoppages or suspensions of work because of such grievance, but such grievance shall be submitted under the following grievance and/or arbitration procedures.

### B. Resolution

Earnest effort shall be made to resolve grievances by informal communications between the adjunct faculty member and the appropriate administrative officer. If such a resolution is not reached, the adjunct faculty member may utilize the grievance procedures set out under "D" below.

### C. General Provisions

1. Use of this grievance procedure will deny subsequent access to other procedures provided for in applicable Board policy.
2. The adjunct faculty member and WCCAFA-AE 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.
3. While the WCCAFA-AE is the exclusive representative of all employees in the unit, any individual employee or a group of employees may at any time initiate grievances pursuant to this Article and then have them resolved without the intervention of the WCCAFA-AE as long as the resolution is not inconsistent with the terms of this Agreement.
4. A grievance shall be submitted in writing, signed by the grieving adjunct faculty member(s), and shall contain a statement of explanation of the grievance, the provision(s) of the Agreement allegedly violated, misapplied or misinterpreted; and the remedy requested. The adjunct faculty member(s) filing the grievance must also notify WCCAFA-AE that a grievance has been filed.

5. Grievance meetings shall be scheduled in an effort to allow for the presence of necessary parties, where practical. If a grievance meeting is scheduled at a time when the adjunct faculty member or WCCAFA-AE representative is otherwise assigned at the College, an attempt will be made to re-schedule the meeting at a time that is convenient for all parties involved.
6. Records pertaining to the grievance shall be filed separately from the official personnel file of the adjunct faculty member.
7. A grievance may be withdrawn at any level without establishing precedent, provided that, if withdrawn, the grievance shall be treated as though never filed.

**D. Procedure**

At any conference scheduled under this Article, the adjunct faculty member may be accompanied by a WCCAFA-AE representative and the appropriate administrative officer may be accompanied by another administrative officer.

**Step 1 Formal Submission to Appropriate Administrative Officer and Executive Director of Human Resources**

If informal communications do not resolve the grievance, the adjunct faculty member may initiate the formal grievance resolution procedure by submitting the grievance to the appropriate administrative officer and the Executive Director of Human Resources, in writing, within fifteen (15) school days following the date of the act or omission giving rise to the grievance or following the date on which the adjunct faculty member knew or, in the exercise of reasonable diligence, should have known of such act or omission. The grievance shall be submitted in writing, signed by the grieving adjunct faculty member(s), shall identify all grievants, except in the case of a WCCAFA-AE grievance, and shall contain a statement of explanation of the grievance, the provision(s) of the Agreement allegedly violated, misapplied or misinterpreted, and the remedy requested.

Upon receiving the written grievance, the Executive Director of Human Resources and appropriate administrative officer will determine a conference date within ten (10) school days after the written grievance has been received and shall advise the adjunct faculty member of the time and place of the conference. The appropriate administrative officer and Executive Director of Human Resources shall communicate their written decision to the adjunct faculty member within ten (10) school days following the conference.



**Step 2 Appeal to the Assistant Vice President**

If the grievance is not resolved through conference with the appropriate administrative officer and the Executive Director of Human Resources, the adjunct faculty member may appeal to the supervising Assistant Vice President. This appeal shall be made in writing and submitted to the Assistant Vice President within ten (10) school days after receipt of the written decision under Step 1 and shall be submitted in writing, signed by the grieving adjunct faculty member(s), shall identify all grievants, except in the case of a WCCAFA-AE grievance, shall contain a statement of explanation of the grievance, the provision(s) of the Agreement allegedly violated, misapplied or misinterpreted, and the remedy requested, and shall contain the disposition offered by the appropriate administrative officer and the Executive Director of Human Resources and the reason(s) why such disposition is unsatisfactory. The Assistant Vice President will determine a conference date within ten (10) school days after the written appeal has been received and shall advise the adjunct faculty member of the time and place of the conference. The Assistant Vice President shall communicate his/her written decision to the adjunct faculty member within ten (10) school days following the conference.

**Step 3 Appeal to the Executive Vice President of Educational Affairs**

If the grievance is not resolved through conference with the Assistant Vice President, the adjunct faculty member may appeal to the Executive Vice President of Educational Affairs. The appeal shall be made in writing and submitted to the Executive Vice President within ten (10) school days after receipt of written notice of the Assistant Vice President's decision and shall be submitted in writing, signed by the grieving adjunct faculty member(s), shall identify all grievants, except in the case of a WCCAFA-AE grievance, shall contain a statement of explanation of the grievance, the provision(s) of the Agreement allegedly violated, misapplied or misinterpreted, the remedy requested, and shall contain the disposition offered by the Assistant Vice President and the reason(s) why such disposition is unsatisfactory. The Executive Vice President, or his/her designee, will determine a conference date within ten (10) school days after the written appeal has been received and shall advise the adjunct faculty member of the time and place of the conference. The Executive Vice President shall communicate his/her written decision to the adjunct faculty member within ten (10) school days following the conference.

**Step 4 Appeal to the President**

If the grievance is not resolved through conference with the Executive Vice President, the adjunct faculty member may appeal to the President of the College. The appeal shall be made in writing and submitted to the President within ten (10) school days after receipt of written notice of the Executive Vice President's decision and shall be submitted in writing, signed by the grieving adjunct faculty member(s), shall identify all grievants, except in the case of a WCCAFA-AE grievance, shall contain a statement of explanation of the grievance, the provision(s) of the Agreement allegedly violated, misapplied or misinterpreted, the remedy requested, and shall contain the disposition offered by the Executive Vice President and the reason(s) why such disposition is unsatisfactory. The President, or his/her designee, will determine a conference date within ten (10) school days after the written appeal has been received and shall advise the adjunct faculty member of the time and place of the conference. The President shall communicate his/her written decision to the adjunct faculty member within ten (10) school days following the conference.

**Step 5 Appeal to the Board**

The next appeal on any grievance shall be to the Board of Trustees. The decision to appeal the President's decision shall be made within ten (10) school days following receipt of the President's decision. The President and the Board shall be given written notice of the decision to appeal the President's decision within the ten-day period previously stated. The Board, in its sole discretion, has the right to determine whether or not to hear the appeal at its next regularly scheduled meeting date. If accepted, the Board will determine a hearing date at the Board meeting and shall advise the adjunct faculty member of the time and place of the hearing. The hearing will be no later than the date of the subsequent regularly scheduled Board meeting. The grievance shall be presented by the adjunct faculty member who may be accompanied by a representative of the WCCAFA-AE. The Board shall deliver its written decision to the adjunct faculty member and to the WCCAFA-AE within twenty (20) school days following the hearing.

**Step 6 Arbitration**

A grievance that was not resolved at Step 5 may be referred to arbitration. This must be a joint decision of the WCCAFA-AE and the adjunct faculty member(s). The WCCAFA-AE shall submit to the President a written notice of referral of the grievance to arbitration within five (5) school days after the final Board disposition pursuant to Step 5.

Within ten (10) school days, the parties shall jointly request the American Arbitration Association to submit a panel(s) of qualified arbitrators from which the parties shall select an arbitrator pursuant to the procedures of the American Arbitration Association. The arbitrator selected shall set a time and place for the hearing subject to the availability of the Board and WCCAFA-AE representatives.

The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement as they apply to the specific grievance presented, and he/she shall be without power or authority to alter or modify in any manner any of the provisions of this Agreement or make any decision limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law.

The arbitrator shall issue his/her decision as soon as possible from the date of the closing of the hearing, or if oral hearings have been waived or supplemented or if post-hearing briefs have been filed, then from the date of transmitting the final proofs and statements and/or briefs. Either party shall have the right to file a post-hearing brief to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The decision shall be binding on all parties, provided that either party may challenge the arbitrator's decision in a court of competent jurisdiction and/or defend against an unfair labor practice charge or complaint before the Illinois Educational Labor Relations Board on the grounds that the arbitrator acted illegally and/or contrary to the terms of this Article which specify the scope of the arbitrator's authority. The mutual fees or expenses for the arbitrator shall be paid equally by the Board and the WCCAFA-AE. All other costs shall be paid by the party incurring same.

**E. Time Limits**

1. For purposes of calculating time limits under this Article, "school days" shall mean days on which the College's administrative offices are open.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the adjunct faculty member or WCCAFA-AE, as appropriate, to proceed to the next step.
3. Any failure on the part of an adjunct faculty member and/or the WCCAFA-AE to meet a time limit specified in this Article shall result in resolution of the grievance as per the disposition stated by the College officer who last considered the grievance.
4. Time limits may be extended in any specific instance by mutual written agreement.

**F. Union Grievances**

The WCCAFA-AE has the right to initiate or appeal a grievance alleging a violation of this Agreement involving five (5) or more adjunct faculty members. Such grievance is subject to the procedures outlined in this Article. The grievance shall be submitted in writing, signed by a minimum of five (5) grieving adjunct faculty members, and shall contain a statement of explanation of the grievance, the provision(s) of the Agreement allegedly violated, misapplied or misinterpreted and the remedy requested.

## **ARTICLE VI: ASSOCIATION BUSINESS**

### **A. Non-Reprisal**

Neither the Board nor the Union (WCCAFA) shall discriminate or take any reprisals or threaten such action against any adjunct faculty member or other College employee as a consequence of filing any grievance or participation or non-participation in the grievance process outlined in this Agreement, advocating for another WCCAFA member, or exercising any of the rights granted by any section of this Agreement.

### **B. Meeting Space**

The WCCAFA-AE may request use of College facilities and/or equipment for WCCAFA-AE meetings twice a year, free of charge, pursuant to the College's Facilities Usage Guidelines. Approval for additional meetings during the school year free of charge may be approved by the Executive Vice President of Finance and Operations upon receipt of a written request from the Association.

### **C. Interoffice Mail/Email**

The College will permit the WCCAFA-AE to distribute official Association materials to adjunct faculty members through the College's interoffice mail or e-mail, subject to College regulations. A copy of any material distributed through the College's interoffice mail or e-mail system should be given to the Executive Vice President of Educational Affairs and Chief Learning Officer. Any distribution must not be disruptive to College operations. No communications are allowed that include any information relating to political candidates or campaigns or contain derogatory information.

### **D. Association File Cabinet**

The College will provide space in the adjunct faculty/common work space for a secured file cabinet for Association business. The cabinet will be provided by the Association and the College assumes no responsibility for it or its contents.

### **E. Dues Deduction**

The Board shall deduct WCCAFA membership dues from the wages of an adjunct faculty member covered by this Agreement in the amount determined by the Association. The amount to be deducted per pay period shall be uniform for each WCCAFA member. The College must receive written authorization executed by the adjunct faculty member for this to occur. Once authorized, the designated amount will be deducted from each pay the WCCAFA member receives while remaining a member of the bargaining unit beginning with the October 31<sup>st</sup> or March 31<sup>st</sup> pay date and ending with the May 31<sup>st</sup> pay date.

The Association shall provide a listing of WCCAFA members authorizing the dues deduction and provide the completed authorization form for each member to the Office of Human Resources by October 15<sup>th</sup> and March 15<sup>th</sup> of each year. The amount per pay period may be revised annually by the Association provided written notice of the amount is submitted to the Office of Human Resources by October 15<sup>th</sup>. The dues deducted by the College shall be forwarded to the Association within fifteen (15) working days of the date for which the deductions are made.

The dues deduction authorization may be revoked by the WCCAFA member at any time by providing written notice to the Executive Director of Human Resources.

**ARTICLE VII: ADJUNCT FACULTY USE OF FACILITIES AND EQUIPMENT**

The College will provide common work space for adjunct faculty members, if available, at each campus. Use of College technology, network, equipment and supplies is restricted to business related to the adjunct faculty member's teaching assignments.

## ARTICLE VIII: ACADEMIC RIGHTS AND RESPONSIBILITIES

The June 23, 2005 Statement on Academic Rights and Responsibilities shall be the guideline of this Article. A further clarification and elaboration of these statements follows.

Intellectual pluralism and academic freedom are central principles of American higher education. The particular purpose of each school, as defined by the institution itself, should set the tone for the academic activities.

Colleges and universities should welcome intellectual pluralism and the free exchange of ideas. Such a commitment will inevitably encourage debate over complex and difficult issues about which individuals will disagree. Such discussions should be held in an environment characterized by openness, tolerance and civility.

Academic decisions including grades should be based solely on considerations that are intellectually relevant to the subject matter under consideration. Neither students nor faculty should be disadvantaged or evaluated on the basis of their political opinions. Any member of the campus community who believes he or she has been treated unfairly on academic matters must have access to a clear institutional process by which his or her grievance can be addressed.

The validity of academic ideas, theories, arguments and views should be measured against the intellectual standards of relevant academic and professional disciplines. The responsibility to judge the merits of competing academic ideas rests with colleges and universities and is determined by reference to the standards of the academic profession as established by the community of scholars at each institution.

Government's recognition and respect for the independence of colleges and universities is essential for academic and intellectual excellence. Because colleges and universities have great discretion and autonomy over academic affairs, they have a particular obligation to ensure that academic freedom is protected for all members of the campus community and that academic decisions are based on intellectual standards consistent with the mission of each institution.

The WCCFAFA-AE 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 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 the behalf of the institution.

The adjunct faculty member is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.



**ARTICLE IX: PROFESSIONAL DEVELOPMENT**

The College will comply with grant requirements relating to the professional development activities of WCCAFAs-AE members. The College will pay the registration fees and travel expenses for pre-approved professional development activities in accordance with College travel procedures.

**ARTICLE X: ADJUNCT FACULTY PERSONNEL FILE**

The College shall maintain one official personnel file for each WCCAFA-AE adjunct faculty member. This file will be maintained by Human Resources.

An adjunct faculty member will be provided with a copy of any adverse written material prior to its placement in the member's official personnel file. The adjunct faculty member will sign the copy to be filed.

An adjunct faculty member may respond in writing to adverse material filed in their official personnel file within ten (10) days of receipt of such material. The written response will be attached to the file copy.

An adjunct faculty member may inspect his/her official personnel file in accordance with the Illinois Personnel Records Review Act.

**ARTICLE XI: SUBSTITUTE PAY**

WCCAFA-AE members who substitute for another faculty member will be paid by the College at the rate of \$22.75 per clock hour. The substitution must have prior approval by the appropriate Dean or their designee. Authorization for such payment must be submitted by the Dean to the Office of Human Resources.

**ARTICLE XII: ABSENCE PROCEDURE**

An absentee rate of greater than 10 percent of scheduled class sessions for each assigned course will be the point at which an adjunct faculty member will receive a pay deduction for the missed class sessions. This percentage will be rounded up or down to the nearest whole number in order to calculate the number of class sessions that may be missed before a pay adjustment will be necessary. All adjunct faculty absences must be reported to the appropriate Dean or Manager as far in advance as possible.

### ARTICLE XIII: TUITION REIMBURSEMENT

A WCCAFA-AE member will be eligible for tuition reimbursement for credit courses taken by the member at Waubensee Community College. The member is eligible to be reimbursed for up to three (3) credit hours for any semester (non-cumulative) in which they are actively teaching provided the member receives a grade of "C" or higher.

No paying student will be denied enrollment to accommodate a tuition reimbursement enrollee. The College will reimburse the WCCAFA-AE member for tuition only. Reimbursement requests must be processed in the same fiscal year in which the course work is completed.

#### **ARTICLE IV: DIRECT DEPOSIT**

All eligible WCCAFA-AE adjunct faculties are required to complete and sign the direct deposit authorization form, including a canceled check, and remit the completed information to the Payroll Office within 30 days of meeting eligibility requirements as defined in Recognition.

**ARTICLE XV: COMPENSATION**

Adjunct faculty shall be compensated in accordance with the following schedule:

<b>Term</b>	<b>Amount per Contact Hour</b>
Fall 2015 through Summer 2016	\$34.50
Fall 2016 through Summer 2017	**
Fall 2017 through Summer 2018	**

\*\* The collective bargaining agreement will be re-opened prior to the beginning of the 2016-2017 and 2017-2018 academic years to discuss compensation only. It is agreed by both parties that all other articles included in this agreement shall remain unchanged and no new items shall be added for the 2016-2017 and 2017-2018 academic years.

**ARTICLE XVI: NO-STRIKE PLEDGE**

Both the Board and the WCCAFAs-AE affirm and accept the principle of good faith collective bargaining and that any and all differences shall be resolved by peaceful and appropriate means without interruption of the College program, services or operations. The WCCAFAs-AE therefore agrees that it will not instigate, engage in, support, encourage, or condone any picketing, protesting, strike, work stoppage, or other refusal to perform work by the adjunct faculty members covered by this Agreement during the entire term of this Agreement.



**ARTICLE XVII: CONFORMITY TO LAW/SAVINGS CLAUSE**

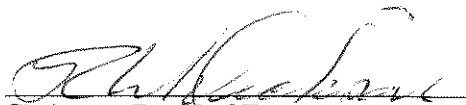
If any provision of the Agreement is or shall at any time be contrary to or unauthorized by law, then such provisions shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of the Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect. In such event, the parties shall, upon the agreement of both parties, commence good faith bargaining over possible replacement language for the invalidated section, sub-section or portion of this Agreement.

**ARTICLE XVIII: DURATION**

This Agreement shall be in effect from July 1, 2015 until June 30, 2018.

In witness thereof:

**FOR THE BOARD OF TRUSTEES  
WAUBONSEE COMMUNITY COLLEGE**

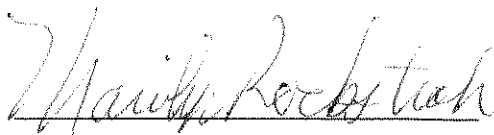
  
Chairman, Board of Trustees

  
Secretary, Board of Trustees

6/17/15  
Date

6/17/15  
Date

**FOR THE WAUBONSEE COMMUNITY COLLEGE,  
ADJUNCT FACULTY ASSOCIATION - ADULT EDUCATION, IEA-NEA**



6/8/15  
Date