

**AGREEMENT BETWEEN**

**BOARD OF TRUSTEES  
DANVILLE AREA COMMUNITY COLLEGE**

**AND**

**DANVILLE AREA COMMUNITY COLLEGE  
EDUCATION ASSOCIATION IEA-NEA**

**June 29, 2011 to June 30, 2015**

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## ARTICLE I

### **RECOGNITION AND REPRESENTATION**

**Section 1.0 Recognition.** The Danville Area Community College Board of Trustees, (hereinafter referred to as the "Board"), recognizes the Danville Area Community College Education Association, (hereinafter referred to as the "Association") as the sole and exclusive bargaining unit, which includes: all full-time regularly employed teaching faculty, librarians/educational media specialists, continuing part-time librarians, and the Fitness Center Director/Women's Basketball Coach. The following are specifically excluded from the Association:

Administrative Assistant to the President/Secretary to the Board of Trustees  
Administrative Assistant, Vice President, Instruction and Student Services  
Administrative Assistant, Finance & Administration  
Administrative Assistants, Director of Human Resources/Affirmative Action Officer  
Assistant Director, Admissions and Records / Student Diversity Advocate  
Assistant Director, Financial Aid  
Assistant Director, Student Support Services  
Associate VP, Student Services  
Building Services Supervisor (currently vacant)  
Chief Fiscal Officer  
Computer and Network Specialist  
Controller  
Coordinator, Bookstore  
Coordinator, Campus Services  
Coordinator, Career Services  
Coordinator, Child Development Center  
Coordinator, Community Education and Training  
Coordinator, Customized Training  
Coordinator, Health Services  
Coordinator, Literacy  
Coordinator, Tractor/Trailer Program and Public Safety Programs  
Counselor  
Dean, Business & Technology  
Dean, Career and Technical Education (currently vacant)  
Dean, Community Services (currently vacant)  
Dean, Institutional Effectiveness and Academic Support Services (currently vacant)  
Dean, Liberal Arts  
Dean, Library & Academic Services

Dean, Research and Development (currently vacant)  
Dean, Sciences  
Director, Administrative Data Systems  
Director, Administrative Services  
Director, Admissions & Records/Registrar  
Director, Adult Education  
Director, Athletics  
Director, Computer/Network Services  
Director, Corporate and Community Education  
Director, Counseling  
Director, Financial Aid  
Director, Grants & Planning  
Director, Health information Technology  
Director, Human Resources / Affirmative Action Officer  
Director, Instructional Media  
Director, Job Training Partnership / WIA  
Director, Marketing and College Relations  
Director, Nursing  
Director, Physical Plant (currently vacant)  
Director, Radiology Technology  
Director, Student Support Services  
Director, Small Business Development Center  
& Entrepreneurship  
Director, Tech Prep / CQI  
Executive Director, Foundation  
Lead Programmer  
President  
Retention Counselor  
Safety & Security Officer  
Safety & Security Officer 2<sup>nd</sup> Shift  
Special Grant Coordinator, JTP / WIA  
Supervisor, Maintenance  
Training Accounts Specialist (currently vacant)  
Training Specialist, CNA  
Training Specialist, Tractor/Trailer  
Vice President for Instruction and Student Services

Also excluded are all other administrative or supervisory personnel having other authority to hire, transfer, assign, promote, discharge, discipline, evaluate, or process grievances of other employees or having the responsibility to make effective recommendations thereon. In addition, those employees who are issued an Administrative and Professional Services Contract, a Specially Funded Administrators and Professional Services Contract, Specially Funded Classified

Contract, a Classified Staff Employment Agreement, are also specifically not recognized by the Board as Members of the bargaining unit.

**Section 1.1 Meeting With Faculty.** This Agreement shall not be construed to prevent the Board or any administrator from meeting with any Bargaining Unit Member or any group of Bargaining Unit Members for the purpose of hearing their views and proposals. The Board agrees, however, not to enter into any written or verbal agreements which conflict with provisions of this Agreement.

## ARTICLE II

### **GENERAL RIGHTS AND DUTIES**

**Section 2.0 Gender.** Unless the context in which they are used clearly requires otherwise, words used in this Contract denoting gender shall refer to both the masculine and feminine.

**Section 2.1 Released Time.** The President of the Association shall be granted a maximum of four (4) hours released office hours per month, without loss of pay or benefits, to work with the Administration regarding Association issues.

**Section 2.2 Outside Employment.** Full-time Bargaining Unit Members agree to provide full-time service to the College. Full-time Bargaining Unit Members shall not, during the service year, be employed for remuneration by employers other than the College when such activity interferes with the performance of College duties.

**Section 2.3 Request for Information.** The President shall make available to the Association all public financial documents to aid the Association in the conduct of negotiations. These shall include, but not be limited to, the proposed budget, salary data for Bargaining Unit Members, financial audits, permanent budget and allocations.

Upon written request by a designated representative of the Association, the President or his designee shall provide such information as may be reasonably necessary for the Association to process a grievance or complaint.

Nothing herein shall require the Board or Administration to research and assemble information requested by the Association for use in negotiations or grievances.

**Section 2.4 Board Meeting Notices, Agenda and Support**

**Materials.** The Board shall provide the Association a written notice of all regular and special meetings at least twenty-four (24) hours prior to the scheduled time of the meeting, unless an emergency meeting is held. The Board will attempt to notify the President of the Association and the Vice President prior to any emergency meeting(s).

Meeting notices will be delivered by U.S. mail or campus mail as appropriate to the President of the Association and the Vice President.

The Board shall provide the Association a copy of the meeting agenda and support materials at the regular, special, or emergency meetings when such materials are discussed publicly.

**Section 2.5 Meetings, Notices and General Information.** The Association shall have the right to hold a reasonable number of meetings on college property provided such meetings in no way interfere with any aspect of the instructional program. Extraordinary expenses to the College resulting from such meetings will be borne by the Association. In accordance with applicable college procedure, such meetings will be scheduled at least twenty-four (24) hours in advance with the appropriate administrator.

The Association shall have the right to use Bargaining Unit Member mailboxes and campus mail service for a reasonable volume of communications relating to the negotiating agent's business on behalf of the Members of the Association.

**Section 2.6 Days of Service.** All full-time teaching faculty are expected to be on campus or at an approved alternate location five days a week for a minimum of two (2) hours or as specified in their individual employment contract – unless the Dean/Supervisor has approved leave, travel, compensatory time, or other College activities away from the campus. [For this section the work week is defined as Monday through Sunday.] On the fifth day of service each week, faculty may have two office/campus hours scheduled with the Dean/Supervisors at an off-campus site. Faculty members must provide a way for students and College officials to contact them at the off-campus site during these office hours.

For faculty who are assigned a Saturday or Sunday class as part of their regular load, the weekend day will be counted as one of the five week days for the purpose of fulfilling the days of service requirement.

In the event of unusual circumstances, such as, but not limited to, epidemics, energy crises, or acts of God which close down the College operations, it may be necessary to schedule make-up days for the students' educational benefit. In no case, however, will the total number of days of service or contract term of an individual employment contract be violated.

During the regular academic year (fall and spring semesters) full-time teaching faculty Members shall be paid for 177 days of service. These days shall include the following:

- 150 days of instruction
- seven (7) days of in-service
- ten (10) exam days, one (1) post exam day and
- nine (9) holidays:
  - Labor Day
  - Columbus Day
  - Veterans Day
  - Thanksgiving Thursday and Friday
  - Martin Luther King's Birthday
  - President's Day
  - Friday Spring Holiday (April 6, 2012) Monday Spring Holiday (April 9, 2012); March 29 and April 1, 2013; April 18 and 21, 2014, April 3 and 6, 2015.

The above breakdown of instruction, in-service, exam, and post exam days may be changed by mutual agreement.

In addition to the holidays identified in Section 2.6 Days of Service, Bargaining Unit Members who are under contract greater than 35 weeks will have paid holidays as listed on the College's academic calendar provided the Bargaining Unit Member is scheduled to work on the day. No work schedule shall be altered the week of a holiday for an employee to receive holiday pay.

**Section 2.7 Office /Campus Hours.** Each full-time teaching faculty member shall maintain ten (10) posted office/campus hours per week adequate to the needs of the students. Hours by appointment may be arranged by the faculty member for students whose schedules do not allow use of posted hours. Office/campus hours may be devoted to communication with students, class preparation, grading, and campus activities. One hour of the ten (10) posted office hours may be utilized for campus fitness center activities.

Faculty are expected to be on campus four days of the week for a minimum of two hours each day or as specified in their individual employment contract unless the Dean/Supervisor has approved leave, travel, compensatory time or other College activities away from campus. On the fifth day of service each week, faculty may have two assigned office/campus hours scheduled with the Dean/Supervisor at an off-campus site. Faculty members must provide a way for students and College officials to contact them at the off-campus site during these office hours.

**Section 2.8 Off-Campus Courses.** Off-campus courses may be assigned as part of the regular load. If the off-campus courses create an overload, compensation will be at the overload pay rate.

Mileage reimbursement to and from DACC and the off-campus locations will be reimbursed at a rate equal to the IRS mileage reimbursement rate. If the IRS mileage reimbursement rate increases, this rate will become effective for July 1 of that year through June 30 of the following year. If the IRS rate decreases, the mileage reimbursement rate will become effective the same date as the new IRS rate.

**Section 2.9 Right of Representation.** When any Bargaining Unit Member is required to appear before the Board or an administrator for a formal discussion concerning the possible termination of said Member's employment at DACC, the Member shall be given, in the absence of extenuating circumstances, reasonable prior written notice of the reason and time for such meeting. At any such meeting, the Member shall have the right to an Association representative being present.

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

This Section shall not be applicable to meetings where the sole purpose is to advise a Bargaining Unit Member that he/she is being terminated or dismissed.

If the Board institutes proceedings to terminate or dismiss a Bargaining Unit Member, the Board shall provide said Member upon request, with a statement of the reason or reasons for said action.

**Section 2.10 Transfer.** The College shall give advance notice of any transfer of assignment to any Bargaining Unit Member and shall give said Member an opportunity to discuss the College's decision prior to implementation.

**Section 2.11 Association/Administration Meetings.** Upon the reasonable request of either party, the College President, the Vice President for Instruction and Student Services, or their designees, and the Association President, the Association Vice President, or their designees, shall meet at least once during each semester to discuss matters of mutual concern. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least two (2) working days prior to the date of the meeting. Where appropriate, the College President or his/her designee may invite other members of the Administration to be present at such a meeting. This Section shall not be applicable to any matter currently under negotiations or that is the subject of a grievance that is being processed pursuant to the grievance procedure set forth in this Agreement.

### **ARTICLE III RIGHTS**

**Section 3.0 Board Rights.** The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of Danville Area Community College, including but not limited to the responsibilities for and the right:

1. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its faculty members as related to the conduct of District affairs;
2. To hire all faculty members and, subject to provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to evaluate, promote and transfer all such faculty members;
3. To establish, modify or eliminate courses of instruction, including special programs, and athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current Board policy or as the same may from time to time be amended;
5. To determine student assignments, class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignment of those in the Bargaining Unit in accordance with provisions of this Agreement.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, and regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement.

No action, statement, agreement, settlement, or representation made by any member of the Bargaining Unit shall impose any obligation or duty or be considered to be authorized or binding upon the Board unless and until the Board has agreed thereto in writing.

### **Section 3.1 Association Rights.**

#### **Section 3.1.1 Names and Addresses - New Employees.**

Names and addresses of newly-hired Bargaining Unit Members will be provided to the Association President if the newly hired Bargaining Unit Member signs a waiver agreeing to release his/her address to the Association.

#### **Section 3.1.2 Printing of Contract, Costs and Distribution.**

The Association will provide copies of the ratified collective bargaining agreement to all current Bargaining Unit Members, and the Director of Human Resources will provide copies to all new Bargaining Unit Members. The procedures for printing, collating, and binding of the collective bargaining agreement will be at the discretion of the Administration. Costs will be borne by the College.

#### **Section 3.1.3 Association Use of Facilities and Equipment.**

The Employer will allow the Association to use facilities for meetings in accordance with College policies and procedures. If the facility is unavailable, another facility will be provided. Association members will be allowed to store Association materials in their offices in a place not available to students.

In addition, the Association shall have the right to use equipment including photocopy machines, computers, and audio-visual equipment in accordance with college policy and procedures at reasonable times when such equipment is not in use. Costs shall be reimbursed to the College by the Association.

## ARTICLE IV

### **BARGAINING UNIT MEMBER PERSONNEL FILE**

**Section 4.0 Bargaining Unit Member's Personnel File.** Each Bargaining Unit Member shall have the right, upon request, during the normal work day to examine the non-confidential documents contained in the Bargaining Unit Member's personnel file; examination shall be made in the presence of appropriate administrative personnel. Confidential documents are those materials used to evaluate a Member's qualifications prior to employment to which the individual waived the right of access. The Bargaining Unit Member shall have the right to attach a written reply to any adverse evaluation or criticism placed in the personnel file.

Subject to approval of the Human Resources Director, an employee may place in his/her personnel file other pertinent material or documents which are directly related to job performance, authored by individuals other than the employee.

The Bargaining Unit Member shall be notified by the Human Resources Director Office of the nature and date of all material added to his/her personnel record. Upon examination of his/her file, a Bargaining Unit Member may place a written rebuttal to any file item for inclusion in his/her personnel record.

## ARTICLE V

### **DUES CHECKOFF AND FAIR SHARE**

**Section 5.0 Dues Checkoff.** Upon receipt of a lawfully written authorization form from a Bargaining Unit Member covered by this Agreement, the Board agrees to deduct the regular monthly Association dues of such full-time Bargaining Unit Member from his/her pay and remit such deduction within ten (10) working days from the time of the withholding to the Treasurer of the Association. The Association will notify the Board of the exact uniform amount of the regular monthly membership dues to be deducted.

A dues deduction authorization executed by any Bargaining Unit Member will continue in effect unless the individual unit member requests in the first week of the College year or in the last week of the College year that such authorization be withdrawn.

The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments for monetary damages brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of this Section. The Board will be responsible for all claims, suits, orders or judgments arising from any clerical errors on the part of its designees in deducting regular monthly Bargaining Unit dues.

**Section 5.1 Fair Share.** During the term of this Agreement, employees who are not members of the Association shall be required on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement whichever is later, to pay the Association a fair share fee for services rendered by the Association as the exclusive representative of the employees covered by said Agreement, provided that the fair share fee shall not exceed the dues attributable to being a member of the Association (including the Illinois Education Association and the National Education Association). Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Association no later than ten (10) days following deduction. The Association shall annually submit a list of the employees covered by this Agreement who are not members of the Association.

The Association agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in such cases as Chicago Teachers Union v. Hudson 105 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Association with respect to fair share fee payers shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.

**Section 5.2 Board Indemnification.** In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- (a) Within three (3) days, the employer gives notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and
- (b) The employer cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article.

## **ARTICLE VI**

### **ACADEMIC FREEDOM**

**Section 6.0 Academic Freedom.** Within the scope of their duties and responsibilities, the Board, the Association, and the Bargaining Unit Members covered by this Agreement recognize their responsibility to protect and encourage the search for knowledge and its dissemination. Bargaining Unit Members have both the right and obligation to adequately investigate and to present to their students, based upon their professional judgment, available information related to the subject being taught. Bargaining Unit Members shall at all times try to be accurate, show reasonable respect for the opinion of others, identify their own personal persuasion on controversial issues, and make every effort, where appropriate, to indicate that they are not institutional spokespersons.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

**Section 7.0 Definition.** A grievance shall mean a signed complaint by a Bargaining Unit Member(s) that there has been a violation or misinterpretation or misapplication of the specific terms of this Agreement as it relates to the individual Bargaining Unit Member(s).

**Section 7.1 Time Limits.** All time limits shall consist of days of service, except when a grievance is submitted fewer than ten (10) days before the close of the current semester; time limits then shall consist of all weekdays.

No grievance shall be entertained or processed unless it is submitted within forty-five (45) days after the grievant becomes aware of the event giving rise to the grievance. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at that step. Failure at any step of this procedure to communicate a decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

**Section 7.2 Procedure.** A grievance as defined herein shall be processed as follows:

**Section 7.2.1 Informal Process.** The parties hereto acknowledge that it is usually most desirable for a Bargaining Unit Member and his/her immediate supervisor to resolve problems through free and informal communications. When requested by the Bargaining Unit Member, an Association representative may accompany the said Bargaining Unit Member to assist in the informal resolution of the grievance. The Bargaining Unit Member will notify his/her immediate supervisor that the informal process is taking place. If, however, the informal process fails to satisfy said Member, a grievance may be processed as follows:

**Section 7.2.2 Step I.** If within forty-five (45) days of the event which gave rise to the grievance, the Bargaining Unit Member is not satisfied with the informal resolution process, a written statement of the grievance shall be prepared, signed and delivered to the Vice President for Instruction and Student Services or Dean of Student Services, or his/her/their designee, whichever is appropriate, and to the Association President or designee. The written grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, the full facts on which the grievance is based and the specific relief requested. The Vice President for Instruction and Student Services, or Dean of Student Services, or his/her/their designee shall indicate the date received and immediately forward a copy to both the Director of Human Resources and the President of the College. Within five (5) days after the written grievance is submitted, a meeting shall be held to resolve the grievance at a time mutually agreed to by all parties concerned, including an Association representative.

The grievance will be answered in writing within five (5) days after such meeting. The Association will be given a copy of the supervisor's response, including the reasons for the decision.

**Section 7.2.3 Step II.** If the Bargaining Unit Member or the Association is not satisfied with the Step I decision, the grievance shall be referred to the President or designee within ten (10) days after receipt of the Step I answer. The President shall arrange with the grievant, an Association representative, President or his/her designee, and other appropriate administrative personnel for a meeting to take place within ten (10) days of his/her receipt of this appeal. Each party shall have the right to include in its representation witnesses who have some pertinent information or knowledge pertaining to said grievance. Within ten (10) days of the meeting, the grievant shall be provided with the President's written response. The Association will be given a copy of the response, including the reasons for the decision.

**Section 7.2.4 Step III.** If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to arbitration. If a demand for arbitration is not filed within twenty (20) days of the date for the Step II answer, then the grievance shall be deemed withdrawn.

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

Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Board and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses.

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

Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously raised with the other party prior to the arbitration hearing.

**Section 7.3 Bypass to President.** If the Association and the President mutually agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

**Section 7.4 Bypass to Arbitration.** If the President and the Association mutually agree, a grievance may be submitted directly to arbitration.

**Section 7.5 Released Time.** In accordance with the provisions of this contract, if any Bargaining Unit Member is required to attend a meeting or arbitration hearing detailed in Steps I, II, and III, the grievant and/or Association representative will be released from regular assignment without loss of pay or benefits. Costs of substitutes, if needed, will be shared equally by the Association and the Board.

**Section 7.6 Withdrawal.** A grievance may be withdrawn at any level without establishing precedent.

**Section 7.7 Limitation on Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the Board and Association, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step I. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, will be accepted as final and binding by the Board, the Association, and the grievant, and all parties will abide by it.

**Section 7.8 No Reprisals.** No reprisal of any kind will be made against any grievant, witness, or other participant in the grievance procedure by reason of such participation.

## ARTICLE VIII

### ENTIRE AGREEMENT

**Section 8.0 Entire Agreement.** This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

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

Matters not specifically addressed in this Agreement may be raised in the Administrative/Bargaining Unit Meetings (Section 2.11).

## ARTICLE IX

### NON-INTERRUPTION OF SERVICES

**Section 9.0 No Lockouts.** The Board agrees that during the term of this Agreement, it shall not lock out any Bargaining Unit Members as a result of a labor dispute with the Association.

**Section 9.1 No Strikes.** The Association agrees that during the term of this Agreement neither the Association nor any Bargaining Unit Member covered by this Agreement shall instigate, encourage or engage in any strike, sympathy strike, slowdown or any other intentional interruption of the operations of the College. Any or all Bargaining Unit Members who violate any of the provisions of this Section may be disciplined by the Board up to and including discharge.

## ARTICLE X

### SAVINGS

**Section 10.0 Savings.** If any provision of this Agreement is at any time declared illegal by a legislative or judicial body of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law, provided that in such event all other provisions of this Agreement shall continue in effect.

## ARTICLE XI

### COMPENSATION

**Section 11.0 General Statement.** Total compensation at Danville Area Community College for faculty members shall consist of base salary which includes the following:

- Tax shelter of SURS as permitted by law.
- College Insurance Program (CIP) as required by law.
- Medicare for those individuals hired after 4/1/86 as required by law
- Federal, state, and local income taxes as required by law

Total compensation may include earnings for other activities as stated in this Article XI.

**Section 11.1 Eligibility for Benefits--Continuing Part Time Librarians.** Librarians employed for at least twenty 20 hours per week, with a continuing contract, with specified hours per day, are entitled to sick leave, bereavement leave, personal leave and holiday pay (when such days fall within the employee's work schedule) comparable to the employee's work day, waivers of tuition and course fees for credit classes, in accordance with Section 11.11 of this contract. Continuing part-time librarians are not otherwise eligible for fringe benefits . Continuing part-time librarian(s) may participate in the health insurance program at his/her/their own expense subject to the terms and conditions of the health insurance plan.

**Section 11.2 Teaching Load.** The full-time load of teaching faculty shall be thirty (30) credit hours per year. In order to ensure that full-time faculty members teach a full load, the Vice President for Instruction and Student Services or designee may assign optional contractual duties not to exceed the equivalent of thirty (30) equated credit hours.

Prior to assigning optional duties, the Vice President for Instruction and Student Services or Dean of Student Services will meet with the teaching member to discuss the assignment.

**Section 11.2.1 Lab Hour.** Teaching faculty who are assigned a teaching load which includes laboratory hours will have those laboratory hours equated at a ratio of .84 to 1.0 lecture hours in the 2011-2012 contract year, .85 to 1.0 in the 2012-2013 contract year, .86 to 1.0 in the 2013-2014 contract year, and .87 to 1.0 in the 2014-2015 contract year.

**Section 11.2.2 Non-Teaching Bargaining Unit Member Load.** The load for non-teaching Bargaining Unit Members shall be forty (40) hours per week. The non-teaching Bargaining Unit Member shall be provided an unpaid one hour lunch period each day.

Non-teaching Bargaining Unit Members shall be entitled to "time and one-half" or compensatory time for scheduled service beyond the contractual work week within the following guidelines:

- 1) Hours of service beyond forty (40) per week must be assigned and approved in advance by the supervisor.
- 2) Compensatory time shall be computed at a rate of 1.5 with a maximum accumulation of 160 hours of overtime or 240 hours compensatory time ( $160 \times 1.5 = 240$ ).
- 3) Non-teaching faculty may request use of compensatory time, which shall be granted within a reasonable period after requesting the time off, so long as it does not unduly disrupt the operation of the College.
- 4) An election to receive compensatory time in lieu of overtime payment is final with regard to the specific hours of work for which it was earned.

### **Section 11.3 Internet Courses.**

**Section 11.3.1 Definition of Internet Courses.** An Internet Course is a credit course developed, maintained, and taught using the Internet as the primary delivery system.

**Section 11.3.2. Development of Internet Courses.** Effort shall be made to insure that the development of Internet courses by Bargaining Unit Members is voluntary.

#### **Section 11.3.3 Ownership of Internet Courses.**

1. An Internet course is entirely (100%) the property of the instructor if the Member develops it on his or her own time with the Member's own resources.
2. A Bargaining Unit Member who received release time or extra pay to develop an Internet course will become joint owner with DACC of the final product. If the Bargaining Unit Member leaves DACC, the institution may have a different instructor utilize the developed materials. The Bargaining Unit Member who leaves can take a copy of his or her developed materials and use them however he/she chooses.
3. If an Internet-developed course is sold to an outside entity, the Bargaining Unit Member and the college share the profits equally if the Member was paid by the college to develop the course. The Development Fee will not be included in the expenses so long as the Development Fee does not exceed the credit hour equivalent of the overload rate. Profit is defined as the selling price less expenses incurred by the College for development of the course. The Development Fee will not be included in the expenses so long as the Development Fee does not exceed the credit hour equivalent of the overload rate.
4. If an Internet-developed course is sold to an outside entity, the Bargaining Unit Member gets all profits if he/she developed the course with his/her own time and resources.

#### **Section 11.3.4 Teaching of Internet Courses.**

The teaching of Internet courses shall be subject to the following conditions:

1. Acceptance of Internet teaching assignments shall be voluntary unless the course is needed to make a full load.
2. The Developer shall have the right of first refusal to teach any or all sections of Internet-developed courses.
3. A Bargaining Unit Member shall have access to the content of the course in order to change or update material provided the College has control of access to the Course.

#### **Section 11.3.5 Class Size for Internet Courses**

Class size shall be determined as follows:

1. The maximum enrollment per section shall not exceed eighteen (18) students.
2. If more than eighteen (18) students enroll, a new section may be created. By mutual agreement between Administration and the full-time teaching faculty member, the tutorial rate will be paid for students enrolled in the section over the maximum number of 18.
3. The extra pay (as defined in #2 above) will be submitted no sooner than the third work day following the 10<sup>th</sup> day drop period.

#### **Section 11.3.6 Compensation of Internet Courses**

A Bargaining Unit Member who is assigned an internet teaching assignment is compensated for the teaching of that course the same as the teaching of a traditional course with the following exception:

A Bargaining Unit member shall be paid the overload rate as defined in Section 11.5 for the initial time the Bargaining Unit member is teaching his/her first internet course during the Fall or Spring semester.

A Bargaining Unit Member shall be paid the Summer Term, Winter Term, Inter Term rate as defined in Section 11.5.2 for the initial time the Bargaining Unit Member is teaching his/her first internet course during the Summer Term, Winter Term, or Inter Term.

**Section 11.4 Faculty Advising.**

In addition to their teaching load described in Section 11.2 the Board may assign a minimum of six (6) full time faculty to a maximum of ten (10) full time faculty to advise students ("faculty advisors"). Such faculty advisors may be assigned five (5) hours per week for 17 to 19 weeks of active registration during the regular academic year for a range of eighty-five (85) (17 weeks X 5 hours = 85 hours) to ninety-five (95) hours (19 weeks X 5 hours = 95 hours) or a collective total range of eight hundred fifty (850) hours to nine hundred fifty (950) hours.

These faculty advisors will be compensated at the rate of \$12.00 per hour. Faculty advisors will be required to participate, annually, in a maximum of five (5) hours of training without compensation.

Only Lead Instructors shall have the right to refuse faculty advisement assignments. The Board shall have the right to select faculty advisors. The faculty advisement schedule shall be mutually agreed upon by the full time-faculty advisor and the Dean of Student Services or designee.

**Section 11.5 Overload.** Full Time Bargaining Unit Members who teach more than thirty (30) hours per school year will be paid overload pay at the following rates:

\$545 per credit hour for Academic Year 2011-2012

\$560 per credit hour for Academic Year 2012-2013

\$575 per credit hour for Academic Year 2013-2014

\$590 per credit hour for Academic Year 2014-2015

For the life of this contract, the overload pay rate per credit hour will not be less than the part-time faculty pay rate for those part-time faculty who have completed the Part-Time Faculty Academy with the following exception:

This agreement excludes DACC retirees and part-time instructors employed in the nursing and radiology technology area.

**Section 11.5.1 New Course Curriculum Development.** Bargaining Unit Members who have prior written approval of the Board or its designee will be paid for developing a new course at the overload rate. One overload hour stipend for each credit hour will be paid upon satisfactory completion of course development. The course development fee will only be paid one time for the development of a new course.

The definition of a new course shall be

- new course number, new title, new materials.
- an Internet, video class, or telecourse for the first time.

All existing courses will be updated as needed as part of the instructor's regular work assignment. Teaching an existing course for the first time does not constitute development of a new course.

**Section 11.5.2 Winter Term / Inter Term / Summer Term/** A full-time Bargaining Unit Member who teaches during the Winter Term, Inter Term, or Summer Term shall be paid at the following rates:

\$560.00 per credit hour Winter Term 2011, Inter Term 2012, Summer Term 2012  
\$575.00 per credit hour Winter Term 2012, Inter Term 2013, Summer Term 2013  
\$590.00 per credit hour Winter Term 2013, Inter Term 2014, Summer Term 2014  
\$605.00 per credit hour Winter Term 2014, Inter Term 2015, Summer Term 2015

**Section 11.5.3 Lead Instructors.**

In each academic year of this contract, the lead instructors will receive overload rate x 4.00 credit hours x 2 semesters + \$200 additional to their regular salary. Non-teaching faculty members designated as Lead Instructors will receive the same calculated amount in addition to their regular salary, per academic year.

For the 2011-2012 fiscal year the insurance benefits will remain the same. For all sections pertaining to the College health insurance program, Section 11.6, Section 11.7, Section 11.7.1, Section 11.8, Section 11.9, and Section 11.10, the parties agree to reopen these sections to negotiate benefit coverage and provisions for the period following the fiscal year 2012.

**Section 11.6 Terms of Insurance Policies.**

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Questions concerning the administration of said insurance policies shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The employer reserves the right to maintain or institute cost-containment measures relative to insurance coverage as included in the health insurance plan in effect October 1, 1989.

**Section 11.7 Insurance Committee.** The College shall have an insurance committee of which Bargaining Unit Members will have representation. This committee may review those insurance coverages listed in Section 11.8, discuss any proposed policy changes, help develop and review any bids for insurance coverage and recommend to the President or his/her designee the consensus of the committee regarding any proposed changes in insurance carriers or coverages. Meetings will be scheduled at times not in conflict with faculty teaching schedules.

The Board retains the right to change insurance carriers or otherwise provide for coverage as long as the level of benefits remains comparable.

**Section 11.7.1 Health Insurance Plan III & IV.** The college will pay the single premium for Plan III (excluding dental and vision coverage) and IV and attempt to maintain comparable benefits; however, the College shall determine the level of benefits/coverages in consultation with the Insurance Committee. The Board retains the right to change insurance carriers.

**Section 11.8 Insurance Benefits.** Subject to annual review, the employer shall make available the following insurance to all full-time Bargaining Unit Members:

1. Health Insurance Policy
2. Basic Term Life Insurance Policy
3. Optional Term Life Insurance Policy
4. Basic Accidental Death and Dismemberment Policy
5. Optional Accidental Death and Dismemberment Policy
6. Short Term Disability Policy
7. Long Term Disability Policy

The Board agrees to pay eighty percent (80%) and the employee agrees to pay twenty percent (20%) of the single health insurance premium for Plans I and II. The Board agrees to pay one hundred percent (100%) of Plan III

(excluding dental and vision coverage) and Plan IV. The Employee agrees to pay 100% of Plan III dental and vision coverage.

The College will pay the single premium for Plan III (excluding dental and vision coverage) and Plan IV and attempt to maintain comparable benefits; however, the College shall determine the level of benefits/coverages in consultation with the Insurance Committee. The Board retains the right to change insurance carriers.

Any year the insurance premium increase exceeds twenty-five (25%) percent, the Insurance Committee will review benefits/coverages and recommend cost containment strategies equal to the premium increase above twenty-five (25%).

Each Bargaining Unit Member has the option to participate in any of the health insurance plans made available by the Board. The premium cost to the employee will be processed as a payroll deduction. Bargaining Unit Members may, in addition, choose dependent health insurance coverage from any of the health insurance plans made available by the Board. The additional premium cost to employees will be tax sheltered under Section 125 of the Internal Revenue Service Code unless the Member requests that it not be tax sheltered. The premium-only tax sheltered plan will be at no cost to the Member.

Notwithstanding any other provision of this Agreement, the Board and the Association expressly agree that during the term of this Agreement, the Board shall have the right to enroll all eligible full-time Bargaining Unit Members in one of the College's Health Insurance Plan. The parties agree that all health insurance coverage shall be subject to the terms and conditions of the College's Health Insurance Plan.

**Section 11.9 Insurance Booklets.** All full-time Bargaining Unit Members shall receive a booklet/brochure outlining the various insurance plans and their benefits.

**Section 11.10 Insurance Policies Copies.** The Board shall make available to the Association President copies of all insurance policies listed in 11.8.

**Section 11.11 Tuition Waivers.** Full-time Bargaining Unit Members shall be entitled to enroll, free of tuition, lab and special course fees in any credit courses offered by the College which do not conflict with their normal assignment. If a Bargaining Unit Member is directed to enroll in a non-credit course, all tuition and fees will be paid by the College. Corporate and Community Education course

offerings will not be eligible for tuition and fee waivers unless approved by the Vice President of Instruction and Student Services. Members who work less than full-time but at least twenty (20) hours per week, may be granted such a waiver for up to six (6) credit hours per semester or summer term.

All Bargaining Unit Members covered by this contract shall be entitled to use the Fitness Center during regular operating hours. The employee agrees to enroll for the first four semesters in the Fitness Center credit course. Fitness Center continuing education fees will be waived thereafter.

**Section 11.12 Tuition Waivers for Family.** The spouses and dependent children of full-time Bargaining Unit Members shall be entitled to enroll tuition free in credit courses. Applicable course fees will be paid by the individual. For the purposes of this section, dependent children are those children who meet two of the following three criteria: children claimed as dependent for federal income tax purposes, children living in the Bargaining Unit Member's home, children under the age of 25.

**Section 11.13 Faculty Salary Schedule.** Full-time Bargaining Unit Members will be paid annual salaries within the following ranges for the period July 1, 2011 through June 30, 2015.

**Education Level**

<u>Education Level</u>	<u>2011-2012</u> <u>Minimum</u>	<u>2012-2013</u> <u>Minimum</u>	<u>2013-2014</u> <u>Minimum</u>	<u>2014-2015</u> <u>Minimum</u>
Less than Bachelors	38,500	39,500	40,500	41,500
Bachelor	42,000	43,000	44,000	45,000
Bachelor + 15	42,500	43,500	44,500	45,500
Master	43,000	44,000	45,000	46,000
Master + 15	43,500	44,500	45,500	46,500
Master + 30	44,000	45,000	46,000	47,000
Master + 45	44,500	45,500	46,500	47,500
Master + 60	45,000	46,000	47,000	48,000
Earned Doctorate	45,500	46,500	47,500	48,500

Annual base salaries for all full-time and continuing part-time Bargaining Unit Members employed by the College for the 2011-2012 contract year will be brought to the minimums appropriate to his/her educational level shown above.

Annual base salaries for all full-time and continuing part-time Bargaining Unit Members employed by the College for Academic Year 2010-2011 and employed by the College for the Academic Year 2011-2012, will be increased as follows:

- 2011-2012            3.0% of annual base salary
- 2012-2013            3.0% of annual base salary
- 2013-2014            3.75% of annual base salary
- 2014-2015            3.75% of annual base salary

An additional \$500.00 will be distributed on a one time basis, which shall not be added to the base, to each faculty member of the bargaining unit employed by the College for Academic Year 2010-2011 and employed by the College for the Academic Year 2011-2012.

- New faculty Bargaining Unit Members may be hired above any minimums based upon the faculty member's educational level and relevant prior experience, if any, as determined by the Board.

**Section 11.14 Deferred Annuity.** The College may offer a 403B and a 457B Deferred Annuity Plan to the Faculty. The College shall have the right to select the provider(s) of the Plan(s) and Plan design. The College will not contribute financially to any deferred annuity.

## **ARTICLE XII**

### **SENIORITY AND REDUCTIONS IN FORCE**

**Section 12.0 Definition of Seniority.** The seniority of Bargaining Unit Members shall be based upon their most recent date of beginning continuous full-time employment by the Board. (See Appendix A). Conflicts of seniority among Bargaining Unit Members with the same seniority date shall be resolved on the basis of the earliest date the initial contract of full-time employment was approved by the Board and, if a tie still exists, by drawing lots. Seniority does not accumulate during a Bargaining Unit Member's unpaid leave of absence, while a Bargaining Unit Member is laid off, seniority accumulated prior to the start of such unpaid leave of absence or layoff, shall remain unaffected.

During the first full week of instructional days during the second semester of each academic year, the Board will send a list setting forth the most recent date of beginning continuous full-time employment for each full-time Bargaining Unit Member then employed by the Board to the Association President. Any errors in this list will be brought to the attention of the Board in writing by the Association or a Bargaining Unit Member within thirty (30) calendar days after ratification of the contract and receipt of the list. An amended list will be sent to the Association President.

**Section 12.1 Reduction in Force.** The reduction in force of Bargaining Unit Members shall occur only if the affected Bargaining Unit Member is given notice sixty (60) days before the end of the current school year, in accordance with provisions of Chapter 122, Section 103B-5, Illinois Revised Statutes and/or applicable Board Policies and Procedures. Any such reduction in force pursuant to this section shall not be subject to the grievance and arbitration procedure set forth in this agreement.

**Section 12.2 Effects of Layoff.** If the Board exercises its right to implement a reduction in force, then a laid off Bargaining Unit Member with recall rights shall have the following rights:

- (a) the right to maintain insurance coverage under the College's insurance program by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
- (b) the right to be recalled in the inverse order of layoff, provided the Board determines the full-time teaching faculty or full-time librarian is competent to render services in the position. (Reference to position in this section is reference to a full-time teaching faculty or full-time librarian.)
- (c) the right to have accrued sick leave and accumulated seniority restored if the employee is recalled.

**Section 12.3 Termination of Seniority.** Seniority and the employment relationship shall be terminated for all purposes if the Bargaining Unit Member:

- (a) quits or resigns
- (b) is dismissed
- (c) retires or is retired
- (d) is a tenured Bargaining Unit Member and
  - (1) is laid off for a period of twenty-four (24) months from the beginning of the school year for which the Bargaining Unit Member was honorably dismissed; or
  - (2) fails to respond to notification of recall within fourteen (14) calendar days of its receipt or within twenty (20) calendar days of its mailing, whichever is less, provided that a notice of recall is sent by certified or registered mail (return receipt requested) addressed to the most recent address provided by the Bargaining Unit Member. It shall be the responsibility of the Bargaining Unit Member to advise the President of the College in writing of his/her latest address.

- (e) falsifies the reason for a leave of absence or is found to be working during a leave of absence where working is inconsistent with the purpose for which the leave is granted.
- (f) fails to report to work at the conclusion of an authorized leave of absence.
- (g) is absent for four (4) consecutive working days without notifying the Employer unless the Bargaining Unit Member is able to prove to the Employer's satisfaction that there were extraordinary circumstances which made it impossible for the Member to so notify the Employer.

## **Section 12.4 Tenure**

### **Section 12.4.1 Terms of Tenure.**

Any Bargaining Unit Member shall be granted tenure in accordance with CHAPTER 110, HIGHER EDUCATION ACT 805, PUBLIC COMMUNITY COLLEGE ACT, ARTICLE 111B. (SEE APPENDIX B.)

### **Section 12.4.2. Provisions for Evaluation of Non-Tenured Bargaining Unit Members**

1. All non-tenured Bargaining Unit Members will be evaluated at least one time each fall and spring semester during each year of the three-year probationary period.
2. At a minimum one classroom observation and one formal written evaluation will be prepared each fall and spring by the respective Dean or supervisor for all probationary teaching faculty.
3. At a minimum, two classroom observations and input into the formal written evaluation will be provided to the faculty by the Vice President for Instruction and Student Services, as appropriate, or a designated representative, during the probationary period.
4. Student evaluations of the non-tenured Bargaining Unit Member's instruction will be conducted in accordance with the procedures for the student evaluation of the instruction system for probationary teaching faculty.
5. The College will adhere to the tenure law requirements as they relate to probationary faculty members.

6. In the third probationary year, recommendations for receiving tenure, denial of tenure, or a fourth probationary year will be forwarded to the President, who in conjunction with the Vice President for Instruction and Student Services, as appropriate, and the respective Dean or Supervisor shall make a recommendation to the Board of Trustees.
7. In the event an evaluation is not conducted as set forth above, the Board reserves the right to extend the probationary period until such time as the above requirements are met.
8. The final decision to grant or deny tenure is reserved for the Board.

### **Section 12.5 Evaluations.**

**Section 12.5.1 Objective.** The parties agree that the primary objective of evaluation is to assess the quality of instruction and/or performance and to improve the quality of instruction and/or performance.

**Section 12.5.2 Types of Evaluation.** Tenure decisions will be based primarily on Supervisory evaluations with input from students.

**Section 12.5.3 Guidelines for Use of Student Evaluations.** When conducting student evaluations, the following criteria will be followed:

- a. Evaluative data will not be publicized.
- b. Only the instructor, Supervisor, the Vice President for Instruction and Student Services, as appropriate, and the President will have access to the data.
- c. When necessary to protect, defend, or terminate the instructor, Director of Human Resources, legal counsel, and Board members may have access to reports on student evaluations.
- d. Office of Accountability will process the quantitative data, but will not review or discuss results.
- e. Only 3 hard copies of the computer generated results will exist: one for the instructor, one for the Supervisor, and one for the Vice President for Instruction and Student Services, as appropriate.
- f. The original student evaluation instruments will be retained in the Supervisor's office for no less than five years.

- g. Administrators, lead instructors, and Supervisors may be trained by the consultants on the analysis of data.
- h. Professional development and/or recognition may be provided based upon quantifiable data.
- i. Evaluation process should be reviewed, evaluated, and modified as needed by the Office of Instruction.

**Section 12.5.4 Appeals for Evaluation.** In the event that the employee feels his/her formal written evaluation was incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have them attached to the evaluation. The signatures of the employee and the supervisor shall appear on all written objections prior to being placed in the Member's personnel file.

**12.5.5 Remediation Plan.**

The Vice President for Instruction and Student Services and the Dean or Supervisor shall provide the employee with written recommendations aimed at improving the quality of his/her teaching and/or performance of professional responsibilities noted in the evaluation.

**12.5.6 Faculty Response to Remediation.**

If the Vice President for Instruction and Student Services and the Dean or Supervisor provide remediation for the faculty member, the said faculty member will respond in writing listing the ways that he/she has improved the quality of his/her teaching and/or performance of professional responsibilities.

## ARTICLE XIII

### LEAVES

**Section 13.0 Leave of Absence.** Upon the President's recommendation, the Board may grant a leave of absence without pay to full-time Bargaining Unit Members with at least three (3) consecutive years of full-time employment with the College. Such leave may be granted for, but not limited to, professional development, parental leaves, educational employment, or special personal reasons. Such leave shall be granted for not less than one (1) semester or more than two (2) semesters. A full-time Bargaining Unit Member desiring a leave of absence for the Fall semester shall make written application by May 1 of the previous academic semester. A full time Bargaining Unit Member desiring a leave of absence for the Spring semester shall make written application by October 1 of the previous academic semester. For leaves of more than one (1) semester, the Bargaining Unit Member shall notify the President of his/her interest in returning at least ninety (90) days prior to leave termination. Failure by the Bargaining Unit Member to notify the President of his/her intended return shall imply that no return is planned. This provision shall be limited to two (2) Bargaining Unit Members per year. Seniority will be a factor in granting leaves of absence.

The employer in granting a leave of absence agrees that the Bargaining Unit Member will be returned to a position in which he/she is competent to render service. Upon return to employment, sick leave and experience credits earned prior to the leave shall be credited to the Bargaining Unit Member.

A full-time Bargaining Unit Member on leave of absence may continue his/her participation in the group insurance program at his/her own expense to the extent provided by such insurance policies except when he/she enters other paid full-time employment during the leave.

The granting of a leave of absence will be at the discretion of the Board. A refusal to grant such leave will not be subject to challenge through the Grievance Procedure.

**Section 13.1 Personal Business Leave.** A full-time Bargaining Unit Member shall be granted, without loss of pay or benefits, three (3) of his/her sick leave days per academic year for personal business that cannot be scheduled during a Bargaining Unit Member's non-working time. To be eligible for such leave, the Bargaining Unit Member shall have prior written approval from his/her supervising administrator. (See Section 13.8 – Sick Leave.)

Personal business leave shall not be granted for a duty day immediately before or after summer vacation or the break between fall and spring semesters. The use of personal business leave for a duty day immediately before or after all other vacations or holidays shall be limited by the immediate supervisor if more than one request is received. Personal business leave may not interfere with scheduled College functions.

**Section 13.2 Military Leave.** Bargaining Unit Members who are members of the National Guard, or any organized Reserve of the Army, Navy, Marine Corps, Coast Guard, or Air Force which requires periods of training are permitted to be absent from work for the purpose of receiving military training when ordered by proper authority to active State or Federal service. Such absences are allowed in addition to regular vacation leave, if applicable, and will be taken without pay.

**Section 13.3 Religious Leave.** Religious days with pay and benefits may be granted, with the prior written approval of the Vice President for Instruction or Dean of Student Services as appropriate to Bargaining Unit Members who wish to observe commonly recognized holidays of their religious faith which conflict with their normal work day.

**Section 13.4 Required Court Appearance.** Full-time Bargaining Unit Members shall be granted leave to appear in court as a witness or a member of a jury. Such leave shall be granted without loss of pay or benefits. Compensation received for such court appearances shall be turned in to the Business Office if such pay is earned during the contractually defined day of service for that Bargaining Unit Member. Travel expenses, however, shall be retained by the Bargaining Unit Member. Full-time Bargaining Unit Members shall return to their working assignments during a day of service when their presence in court is no longer required.

**Section 13.5 Bereavement Leave.** All full-time Bargaining Unit Members shall be granted bereavement leave without loss of pay under the following terms and conditions

Three Days Leave at Full Pay - For a death within the immediate family, which includes spouse, child, parent, sibling, grandparent, grandchild, parent-in-law, child's spouse, or member of the household. Two additional days, if necessary, may be charged to other available leave (personal business leave or sick leave).

One Day Leave at Full Pay - For a death of near relative or relative by marriage, which includes sister-in-law, brother-in-law, grandparent of the employee's spouse, aunt, uncle, niece, nephew, or first cousin. One additional day, if necessary, may be charged to available personal business leave or sick leave.

### **Section 13.6 Sabbatical Leave**

**13.6.1 Purpose.** A sabbatical leave of absence is an opportunity for the intellectual growth of a full-time teaching faculty member or full-time librarian to be attained by study, travel, research, creative activity or other useful service which will constitute a full-time commitment, will enhance the service of the faculty member or librarian, and will benefit the College and its students.

**13.6.2 Eligibility.** Full-time teaching faculty and librarians who have completed a minimum of six (6) consecutive years of full-time service with Danville Area Community College may submit a proposal for a sabbatical leave.

**13.6.3 Procedure.** Proposals must be submitted to the Vice President of Instruction and Student Services by January 15 of the year preceding the academic year during which the leave will be taken, with a copy to the applicant's Division Chairperson. Copies of the Sabbatical Leave Proposal Procedure are available in the Office of Instruction. The Sabbatical Leave Committee (SLC) reserves the right to modify the Sabbatical Leave Proposal Procedure.

If no proposals are accepted by the SLC, the candidate with the highest ranking proposal has the right to revise and resubmit his/her original proposal by March 1. Other rejected proposals may be revised and resubmitted by January 15 of the next academic year.

#### **13.6.4 Review Process.**

A sabbatical leave proposal must be approved by the SLC, the President of the College, and the Board of Trustees of Danville Area Community College as follows:

##### ***Step 1***

The SLC, comprised of the Vice President of Instruction and Student Support (Chairperson), Director of Human Resources, and another individual designated by the Vice President of Instruction and Student Services, the President of the Association or his/her designee, and two Bargaining Unit Members chosen by the Association President, will assess each sabbatical leave proposal as described in the Sabbatical Leave Proposal Procedure and make its recommendation to the College President.

Each member of the committee will rank each proposal on a scale of one (1) to five (5). The employee sabbatical proposal must obtain a score of twenty four (24) points of a possible thirty (30) total points, or the equivalent percentage if the total is more or less than thirty (30) points, to be presented to the Board of Trustees.

For each candidate whose proposal does not receive 24 points, the SLC will put into writing the evaluative comments of the committee members.

##### ***Step 2***

The College President will review and evaluate the Committee's recommendation, and if he/she agrees with the recommendation, the President will make a recommendation to the Board of Trustees. The candidate(s) whose proposal(s) is/are recommended may be invited to appear at the Board meeting to discuss his/her proposal(s).

##### ***Step 3***

The granting of a sabbatical leave of absence will be at the discretion of the Board. A refusal to grant such leave will not be subject to challenge through the Grievance Procedure. A full-time teaching faculty member or full-time librarian who is granted a sabbatical leave of absence must agree to the conditions set forth in the Sabbatical Leave Agreement, sign and have notarized the Sabbatical Leave Agreement.

The College may present up to two (2) sabbatical leaves meeting all the criteria and complying with all the procedures set forth in the Sabbatical Leave Proposal Procedure to the Board of Trustees.

### **13.6.5 Terms of Leave.**

A full-time faculty member or full-time librarian who is granted a sabbatical leave of absence must agree to the conditions set forth in the Sabbatical Leave Agreement, sign and have notarized the Sabbatical Leave Agreement.

The Sabbatical Leave Agreement can be accessed at <http://www.dacc.edu> under the Policies and Procedures of Board policy manual.

Full-time teaching faculty or full-time librarians granted leave of one full academic year will be paid 50 percent of the salary for the year the leave is taken. Full-time teaching faculty and full-time librarians granted leave for one full semester will be paid 100 percent of the salary for the semester the leave is taken. The compensation described will be paid at the same time as salaries paid other members of the Bargaining Unit. Full-time Members granted a sabbatical will continue to receive the same benefits that the Board provides to current Bargaining Unit Members.

During time spent on sabbatical leave, the sabbatical recipient shall be entitled to any salary increase or other benefits provided to other full-time Bargaining Unit Members with acceptable performance for that year. An approved sabbatical leave shall be counted as equivalent seniority for the individual.

Approved educational credits earned during the leave may be used for salary schedule advancement.

Prior to the beginning of the sabbatical leave and as a condition to the granting thereof, the individual must agree in writing to return to Danville Area Community College as a full-time faculty member or full-time librarian for at least two years immediately following the completion of the sabbatical leave unless by mutual agreement, incapacity, physical disability, or death. Failure to complete this obligation will require the faculty member to reimburse the College for the salary, plus interest, if applicable, paid to him during the leave.

### **Section 13.6.6 Sabbatical Leave Reporting and Completion**

**Report.** A Bargaining Unit Member who receives approval for sabbatical leave will report in writing as described in the Sabbatical Leave Agreement any changes in the proposed plan of study, research, or travel to the College President.

Upon completion of the sabbatical leave and prior to the return to duty, the Bargaining Unit Member shall submit a written report to the SLC and the College President describing how the leave proposal was fulfilled and how the leave will benefit the college and the Bargaining Unit Member's professional development.

**Section 13.7 Medical Disability Leave.** Upon the President's recommendation, the Board may grant leave of absence without pay due to medical or physical disability to full-time Bargaining Unit Members who have served a minimum of six (6) months active service. Requests of leave of absence due to medical or physical disability shall be made to the President as soon as possible before the termination of sick leave when it appears that the disability will extend beyond that period. If a continuing disability prevents a full-time Bargaining Unit Member from returning to his/her duties at the conclusion of the leave period, the Board may, upon the Bargaining Unit member's written request, receipt of authentication of the continued disability by the physician or licensed practitioner and the President's recommendation, grant up to one (1) additional one (1) year leave extension.

Where a full-time Bargaining Unit Member is on an approved leave of absence due to medical or physical disability, he/she may continue to participate in the Board approved health insurance plan as follows: The Board will continue to make the designated health insurance premium contribution on behalf of such Bargaining Unit Member for a period of ninety (90 days); thereafter if said Bargaining Unit Member elects to continue coverage in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Board will continue to pay said health insurance premium amount to the Bargaining Unit Member for the period of continuation or conversion coverage up to the amount of time the Board has granted a leave of absence as defined above. In no case will the Board's obligation to make or pay premium contributions on behalf of or to any such Bargaining Unit Member extend for a period beyond three years from the date the disability leave began.

Unless stipulated in writing at the time a request for leave is approved by the Board, the employer in granting a leave of absence agrees that the full-time Bargaining Unit Member will be returned to a position which, in the determination of the employer, is the same or similar to that which the Bargaining Unit Member formerly served. Upon return to employment, sick leave and experience credits earned prior to the leave shall be credited to the Bargaining Unit Member

The terms and conditions of an unpaid leave for reasons other than an employee's physical or medical disability shall be in accordance with the applicable provisions of the federal Family and Medical Leave Act of 1993 (the "Act"). While this section is not intended to diminish an employee's rights under the Act, to the extent any employee is granted an unpaid leave or other employment benefits under this Section which are greater than those available under the Act, an employee may not combine benefits under this Section with those available under the Act.

**Section 13.8 Sick Leave.** All full-time Bargaining Unit Members shall be entitled to a total of twelve (12) sick leave days per college year, (including 3 days that may be used for Personal Business Leave), or 1.33 days for each month of employment without loss of pay or benefits. Full time Bargaining Unit Members who also teach a minimum of six credit hours during the summer session will be entitled to an additional two (2) days of sick leave. Full time Bargaining Unit Members who also teach a minimum of six credit hours during the Inter-Term will be entitled to an additional one (1) day of sick leave. Sick leave will not accrue during other periods of leave. If, during the college year, a full-time Bargaining Unit Member does not use the full amount of annual sick leave thus allowed, the unused amount shall accumulate to a maximum of three hundred (300) days.

Sick leave shall be interpreted to mean personal illness, treatment, diagnostic services, quarantine at home or residence, or serious illness in the immediate family (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians) or members of the household, and absence for armed forces physical examinations.

The Board may require a physician's certificate, or, if treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases.

Employees may use all accumulated sick leave for personal disability. Disability must be verified by a licensed physician. The Board may require a second opinion by a physician of its choice.

Use of sick leave for serious illness in the immediate family or household as defined in Paragraph 2 shall be limited to a maximum of one (1) semester. Serious illness/disability of a family member or member of the household shall be verified by a licensed physician. The Board may require a second opinion by a physician of its choice.

Sick leave taken due to serious illness of immediate family or household members may not exceed one semester. Written notification of intent to return to work shall be made to the Vice-President for Instruction by the full-time Bargaining Unit Member sixty (60) days prior to his/her reinstatement at the beginning of a semester.

Notwithstanding any other provision of this Agreement, paid sick leave shall be unavailable and there shall be no compensation for that part of an overload assignment for which a substitute teacher is employed.

**13.8.1 Utilization of Sick Leave.**

A Bargaining Unit Member will provide prior notification to his/her Supervisor for the utilization of sick leave time. Sick leave shall only be approved for the reasons as stated in Section 13.8.

Sick leave will be reduced as follows:

Accumulated sick leave will be reduced by half-day (four hours) or whole day (8 hours) increments. A full-time Bargaining Unit Member will be excused for a leave of up to one (1) hour without being charged sick leave provided the Member has Supervisor approval. One hour is defined as one fifty (50) minute hour of instruction or one campus hour.

If the Bargaining Unit Member is absent for more than one hour, but fulfills any portion of his/her scheduled work activities for a day of service, four (4) hours will be charged to sick leave. If no portion of the Bargaining Unit Member's scheduled work activities for a day of service are performed, eight (8) hours will be charged to sick leave.

Non-teaching Bargaining Unit Members may take sick leave in increments of one (1) hour.

**ARTICLE XIV**

**NEGOTIATIONS PROCEDURE**

**Section 14.0 Negotiations Procedure.** The negotiations procedure shall be in accordance with the Illinois Educational Labor Relations Act.

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Education Labor Relations Board shall be notified.

**ARTICLE XV**

**TERM OF AGREEMENT**

**Section 15.0 Term of Agreement.** This Agreement shall be effective as of the 29th day of June, 2011, and shall remain in full force and effect until June 30, 2015.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 29<sup>th</sup> day of June, 2011.

**BOARD OF COMMUNITY COLLEGE  
DISTRICT NO. 507  
DANVILLE AREA**

**DANVILLE AREA  
COMMUNITY COLLEGE  
EDUCATION ASSOCIATION,  
COMMUNITY COLLEGE  
IEA/NEA**

By Alicia Marie Jacobs  
Rebecca Kulecut  
Paula Morrison  
[Signature]  
Chickie Miller  
\_\_\_\_\_  
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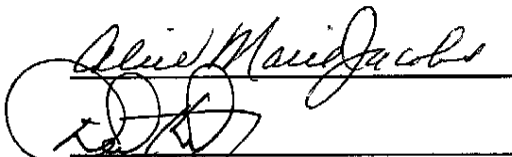
By Alan Thompson  
[Signature]  
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Eri Byler  
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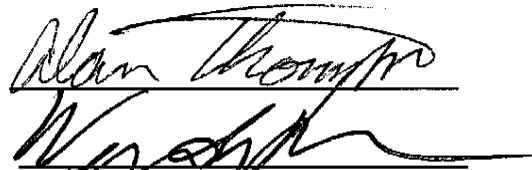
**Memorandum of Understanding  
Non-Standard Contract**

A faculty member teaching open-entry, open-exit in the following programs or other programs as mutually agreed to by the faculty and administration: Manufacturing, Industrial Maintenance, HVAC, CISCO, Computer Aided Design, Electronics, Auto Body, Auto Mechanic, Welding or Office Systems may be employed on a 212 day non-standard teaching contract. Upon mutual agreement between the Board and said faculty member, he/she may be scheduled for 212 days of service in a fiscal year. The 212 days of service will consist of 30 hours of instruction and 10 campus hours per week.

A faculty member employed before August 13, 2003, will be compensated for the days of service beyond 177 at one-half the contractual daily rate for the teaching faculty member.

A faculty member employed after August 13, 2003, will be paid at .46 the contractual daily rate for the days of service beyond 177.

  
\_\_\_\_\_  
For the Board  
June 29, 2011  
Date

  
\_\_\_\_\_  
For the Association  
June 29, 2011  
Date

**Memorandum of Understanding  
Stipends**

The College will continue to have the right of assignment of work that will incur stipends. The College will inform the Association when new stipends are created, existing stipends are eliminated or reassigned to non-bargaining unit members, or existing stipends changed:

The following is a list of current assignments and stipends:

- Director, Scholars Program, \$2,400 / year
- Director, Phi Theta Kappa, \$2,400 / year
- Director, International Student Center, \$2,400 / year
- Director, Success in College, \$2,400 / year
- Director, Student Government, \$1,500 / year
- Director, African American Male Support Group, \$2,400 / year

*Alicia Marie Jacobs*  
*[Signature]*  
For the Board  
June 29, 2011  
Date

*Alan Thompson*  
*[Signature]*  
For the Association  
June 29, 2011  
Date

**Appendix A**

***The following is a seniority list of all full-time bargaining unit members as defined in Section 12.0 Definition of Seniority in the Collective Bargaining Agreement Between the Board of Trustees, Danville Area Community College and Danville Area Community College Education Association, IEA-NEA***

**FACULTY SENIORITY LISTING**

Eaton, Paulette	08/19/85
Shepherd, Marilyn	01/06/86
(Less the period of 8/19/92 – 12/18/92)	
Downing, Stephen	01/05/87
Pate, Richard	08/17/87
Dudley, Vivian	10/19/87
York, Donald	08/20/90
Barlet, James	08/21/91
Waggaman, Sharon	08/17/94
Nordheden, Holly	10/10/95
Potter, Craig	08/13/97
Berthel, Jamie	01/15/98
Hicks, Lyle	08/20/98
Wise, Jeff	08/20/98
Hutton, Jeff	04/22/99
Simonson, Eric	08/18/99
Lindemann, Ruth	09/01/99
Hantz, Charles	01/31/00
Chen, Quan	08/16/00
Boling, Glenda	08/15/01
Rayburn, Eric	08/15/01
Skinner, Robert	01/09/02
Brown, Wendy	08/14/02
Fink, Brian	08/14/02
Thompson, Alan	08/14/02
Hoover, Maggie	02/02/04
Commons, Joanna	08/11/04
Gallagher, Edward	08/11/04
Manganaro, Dianne	10/18/04
Miller, Maurice	01/12/05
Dye, Nicole	08/17/05
Howard, Tamara	08/17/05
Jun, Benjamin	08/17/05
Cole, Jacqueline	10/17/05

Stone, Ryan	01/11/06
Wyckoff, Ryan	01/11/06
Holden, Greg	08/16/06
Smoot, Nathan	08/16/06
Jarmer, Marla	08/15/07
Krabbe, Amanda	08/15/07
Williams, Rickey	08/15/07
Wille, Phyllis	10/01/07
Moore, Kasey	08/13/08
Langley, Phillip	01/17/09
Dunn, Carol	08/19/09
Loveless, Stephanie	08/19/09
Bough, Rick	08/18/10
Weldon, Barbara	01/12/11
Crook, James	01/12/11
Lucas, Dwight	08/17/11
Harlow, Patricia	08/17/11
Stanford, Ogelsby	08/17/11
Modes, Kyle	08/17/11
Moncrief, Cindi	08/17/11

## **APPENDIX B—Tenure Law**

### **Illinois Compiled Statutes Higher Education Public Community College Act 110 ILCS 805**

(110 ILCS 805/3B-1)  
Section 3B-1. Definitions

As used in this Article, the following terms shall have the meanings hereinafter stated: "District" means a Community College District.

"Board" means a Board of a Community College district.

"Faculty Member" means a full time employee of the District regularly engaged in teaching or academic support services, but excluding supervisors, administrators and clerical employees.

"School Year" means a regular academic year or its equivalent excluding summer school.

"Term" means a term within a school year.

"Notice" means a written notice delivered in person or deposited in the U.S. mail by certified or registered mail, postage prepaid, addressed to the faculty member's last known address.

(Source: P.A. 81-1100.)

(110ILCS 805/3B-2)  
Section 3B-2. Tenure

Any faculty member who has been employed in any district for a period of three consecutive school years shall enter upon tenure unless dismissed as hereinafter provided. However, a Board may at its option extend such period for one additional school year by giving the faculty member notice not later than 60 days before the end of the school year or term during the school year or term immediately preceding the school year or term in which tenure would otherwise be conferred. Such notice must state the corrective actions which the faculty member should take to satisfactorily complete service requirements for tenure. The specific reasons for the one-year extension shall be confidential but shall be issued to the teacher upon request. The foregoing provision for a three-year period and optional one-year extension shall not be construed to interfere with or abrogate local board rules or contracts which now or hereafter may provide for a lesser period of service before entering upon tenure. A tenured faculty member

shall have a vested contract right in continued employment as a faculty member subject to termination only upon occurrence of one or more of the following:

- a. Just cause for dismissal
- b. A reduction in the number of Bargaining Unit Members employed by the Board or a discontinuance of some particular type of teaching service or program.

(Source: P.A. 81-1100.)

(110ILCS 805/3B-3)

Section 3B-3. Dismissal of Non-tenure Faculty Member

Every Board shall provide by rule or contract for a procedure to evaluate the performance and qualifications of non-tenure faculty members. If the implementation of such procedure results in a decision to dismiss a non-tenure faculty member for the ensuing school year or term, the Board shall give notice thereof to the faculty member not later than 60 days before the end of the school year or term. The specific reasons for the dismissal shall be confidential but shall be issued to the teacher upon request. If the Board fails to give such notice, within the time period, the faculty member shall be deemed reemployed for the ensuing school year. If the Board fails to give such notice within the time provided during the third year, or during the fourth year in the case of a one year extension, the faculty member shall enter upon tenure during the ensuing school year or term.

(Source: P.A. 81-1100.)

(110 ILCS 805/3B-4.)

Section 3B-4. Dismissal of tenured faculty member for cause

If a dismissal of a tenured faculty member is sought for cause, the board must first approve a motion by a majority vote of all its members. The specific charges for dismissal shall be confidential but shall be issued to the tenured faculty member upon request. The Board decision shall be final unless the tenured faculty member within ten days requests in writing of the Board that a hearing be scheduled. If the faculty member within 10 days requests in writing that a hearing be scheduled, the Board shall schedule such hearing on those charges before a disinterested hearing officer on a date no less than 45 days, nor more than 70 days after the adoption of the motion. The hearing officer shall be selected from a list of 5 qualified arbitrators provided by a nationally recognized arbitration organization. Within 10 days after the teacher receives the notice of hearing, either the Board and the teacher mutually or the teacher alone shall request the list of qualified hearing officers from the arbitration organization. Within 5 days from receipt of the list, the Board and the teacher, or their legal

representatives, shall alternately strike one name from the list until one name remains. The teacher shall make the first strike. Notice of such charges shall be served upon the tenured faculty member at least 21 days before the hearing date. Such notice shall contain a bill of particulars. The hearing shall be public at the request of either the tenured faculty member or the Board. The tenured faculty member has the privilege of being present at the hearing with counsel and of cross-examining witnesses and may offer evidence and witnesses and present defenses to the charges. The hearing officer upon request by either party may issue subpoenas requiring the attendance of witnesses and production of documents. All testimony at the hearing shall be taken under oath administered by the hearing officer. The hearing officer shall cause a record of the proceedings to be kept and the Board shall employ a competent reporter to take stenographic or stenotype notes of all testimony. The costs of the reporter's attendance and services at the hearing and all other costs of the hearing shall be borne equally by the Board and the tenured faculty member. Either party desiring a transcript of the hearing shall pay for the cost thereof. If in the opinion of the Board the interests of the district require it the Board, after 20 days notice, may suspend the tenured faculty member pending the hearing, but if acquitted, the tenured faculty member shall not suffer the loss of any salary by reason of the suspension. The hearing officer shall, with reasonable dispatch, make a decision as to whether or not the tenured faculty member shall be dismissed and shall give a copy of the decision to both the tenured faculty member and the Board. The decision of the hearing officer shall be final and binding.

(Source: P.A. 81-1100.)

(110ILCS 805/3B-5)

Section 3B-5 Reduction in number of faculty members

If a dismissal of a faculty member for the ensuing school year results from the decision by the Board to decrease the number of faculty members employed by the Board or to discontinue some particular type of teaching service or program, notice shall be given the affected faculty member not later than 60 days before the end of the preceding school year, together with a statement of honorable dismissal and the reason therefor; provided that the employment of no tenured faculty member may be terminated under the provisions of this Section while any probationary faculty member, or any other employee with less seniority, is retained to render a service which the tenured employee is competent to render. In the event a tenured faculty member is not given notice within the time herein provided, he shall be deemed reemployed for the ensuing school year. Each board, unless otherwise provided in a collective bargaining agreement, shall each year establish a list, categorized by positions, showing the seniority of each faculty member for each position entailing services such faculty member is competent to render. Copies of the list shall be distributed to the exclusive

employee representative on or before February 1 of each year. For the period of 24 months from the beginning of the school year for which the faculty member was dismissed, any faculty member shall have the preferred right to reappointment to a position entailing services he is competent to render prior to the appointment of any new faculty member; provided that no non-tenure faculty member or other employee with less seniority shall be employed to render a service which a tenured faculty member is competent to render.

(Source: P.A. 86-501.)

(110 ILCS 805/3B-6)

Section 3B-6. Review under Administrative Review Law. The provisions of the Administrative Review Law, and all amendments and modifications thereof and the rules adopted pursuant thereto, shall apply to and govern all proceedings instituted for the judicial review of final administrative decisions of a hearing officer under Section 3B-4 of this Article. The term "administrative decision" is defined as in Section 3-101 of the Code of Civil Procedure.

(Source: P.A. 82-783.)