

**McHenry County College
Adjunct Faculty Agreement**

Between

BOARD OF TRUSTEES,
McHENRY COUNTY COLLEGE,
COMMUNITY COLLEGE DISTRICT NO. 528

And

McHENRY COUNTY COLLEGE
ADJUNCT FACULTY ASSOCIATION,
IEA-NEA

2008 - 2009

through

2010 – 2011

TABLE OF CONTENTS

AGREEMENT	1
PREAMBLE	1
ARTICLE I	DEFINITIONS	2
ARTICLE II	TERM OF AGREEMENT	3
ARTICLE III	RECOGNITION AND REPRESENTATION	3
Section 3.1	Recognition	3
Section 3.2	Loss of Unit Status.....	4
Section 3.3	Annual Unit Listing.....	4
Section 3.4	Summer Session	5
Section 3.5	Duty of Fair Representation	5
ARTICLE IV	BOARD RIGHTS	5
ARTICLE V	STATUS AND EFFECT OF THE AGREEMENT	6
Section 5.1	Ratification and Amendment.....	6
Section 5.2	Contract Controlling	6
ARTICLE VI	RESPONSIBILITIES AND RIGHTS	6
Section 6.1	Academic Freedom.....	6
Section 6.2	Good Faith	6
Section 6.3	Dues Check off	7
Section 6.4	Fair Share	7
Section 6.5	Distribution of Contract	8
Section 6.6	College Services and Facilities	8
Section 6.7	Policies and Handbook	9
Section 6.8	Board Agenda.....	9
Section 6.9	Personnel File.....	9
Section 6.10	Patent and Copyrights	9
ARTICLE VII	NEGOTIATION PROCEDURES	10
Section 7.1	Selection and Composition of Negotiating Teams.....	10
Section 7.2	Commencement of Negotiations	10
Section 7.3	Agreement and Ratification	10
ARTICLE VIII	GRIEVANCE PROCEDURE	10
Section 8.1	Definitions	10
Section 8.2	Right to Association Representation.....	11
Section 8.3	Pre-Grievance Procedure (Informal Resolution).....	11
Section 8.4	Formal Grievance Procedure.....	11
Section 8.5	Limitations on Authority of Arbitrator.....	13
Section 8.6	No Reprisals	13
Section 8.7	Scheduling of Grievance Meetings	13

Section 8.8	Cooperation and Withdrawal Without Establishing Precedent	13
ARTICLE IX	WORKLOAD/CLASS ASSIGNMENT	14
Section 9.1	Workload	14
Section 9.2	Preference Request/Class Assignment	14
ARTICLE X	EVALUATION AND DISCIPLINE	14
Section 10.1	Evaluation System	14
Section 10.2	Discipline of Adjunct Faculty Members	14
ARTICLE XI	COMPENSATION	15
Section 11.1	Salary.....	15
Section 11.2	Substitute Pay.....	15
Section 11.3	Independent Study and Individualized Classes	15
Section 11.4	Special Projects	16
Section 11.5	Summer Classes	16
Section 11.6	Professional Development.....	16
Section 11.7	Tax-Sheltered Annuity	16
ARTICLE XII	ALLOWANCE FOR EMPLOYEE ABSENCE	16
Section 12.1	Paid Personal Leave.....	16
ARTICLE XIII	ENTIRE AGREEMENT	17
ARTICLE XIV	SAVINGS CLAUSE	17
ARTICLE XV	AMNESTY PROVISION.....	17
ARTICLE XVI	NO STRIKE CLAUSE.....	18
APPENDIX A	Adjunct Faculty Salary Schedule Index Matrix.....	19

AGREEMENT

This AGREEMENT is entered into this ____ day of _____, 2009, by and between the BOARD OF TRUSTEES OF MCHENRY COUNTY COLLEGE, DISTRICT No. 528 (hereinafter referred to as the "Board" or the "College") and the MCHENRY COUNTY COLLEGE ADJUNCT FACULTY ASSOCIATION (MCCAFA) an affiliate of the NEA/IEA (hereinafter referred to as the "Association"), and only applies to said parties.

PREAMBLE

WHEREAS, the parties agree to continue to work together harmoniously and to promote and maintain relations between the Board and the Association which will serve the best interests of all concerned, and

WHEREAS, the Board and the Association do hereby agree that the welfare of the student is paramount in the operation of the system and will be promoted by both parties, and

WHEREAS, the Board and the Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the adjunct faculty insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate McHenry County College and are consonant with the paramount interests of the public and the students of McHenry County College, and

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise provided for the salaries, fringe benefits, and conditions of employment of the adjunct faculty members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of McHenry County College, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I
DEFINITIONS

This Agreement shall incorporate the definitions enumerated below:

- A. **Board** -- The terms "Board" or "Board of Trustees" shall mean the Board of Trustees of Public Community College District No. 528 operating as McHenry County College, as established and pursuant to Illinois Compiled Statutes, Chapter 122, and its authorized representatives.

- B. **College** -- The term "College" shall mean McHenry County College and its authorized representatives. The terms "Board" and "College" are used interchangeably in this Agreement.

- C. **Adjunct Faculty** -- The terms "faculty", "faculty member", or "adjunct faculty member" shall mean those employees specifically included in the bargaining unit as set forth in Article III, Section 3.1 of this Agreement.

- D. **Working Days** -- The term "working days" shall include Mondays through Friday on days when credit classes are in session, and administrative offices are open, except where otherwise indicated.

- E. **Calendar Days** -- The term "calendar days" shall mean all days, including those when credit classes are not in session.

ARTICLE II

TERM OF AGREEMENT

This Agreement shall be effective on the date of its execution by both parties or as otherwise specifically indicated in this Agreement and shall remain in full force and effect until 11:59 p.m. on the day prior to adjunct faculty reporting to work for the 2011-2012 academic year. It shall automatically be renewed from year to year unless either party shall notify the other in writing at least ninety (90) days prior to the end of the contract.

ARTICLE III

RECOGNITION AND REPRESENTATION

Section 3.1. Recognition

The Board of Trustees of McHenry County College, Illinois Community College District 528 (hereinafter the "Board") or its agents, hereby recognize the McHenry County College Adjunct Faculty Association, IEA-NEA, (hereinafter referred to as the "Adjunct Faculty Association"), as the exclusive and sole collective bargaining representative all adjunct faculty currently employed at McHenry County College (including adjunct faculty members who provide instruction in ESL, ABA, and ASE programs, and who meet the College's minimum requirements for the teaching of transferable credit hours) who provide a minimum of three (3) credit hours of instruction per academic semester for at least three (3) consecutive semesters excluding the summer term; and who have taught at least three (3) credit hours in each of the two (2) academic years prior to the current academic year. Bargaining unit eligibility shall commence at the beginning of the third consecutive academic semester in which the adjunct faculty member provides at least three (3) credit hours of instruction. For initial voting eligibility purposes, the adjunct faculty member must

provide a minimum of three (3) credit hours of instruction for the Spring 2005, Fall 2005, and Spring 2006; and in addition, have taught at least three (3) hours in each of the academic years 2003-2004, 2004-2005 and 2005-2006.

Excluded from the unit are all adjunct faculty members who do not meet the bargaining unit eligibility criteria set forth above; all supervisors, managers, officers, part-time, short-term and confidential employees, as defined in the Illinois Educational Labor Relations Act ("Act").

Section 3.2 Loss of Unit Status

- A. Involuntary Inactive Status** – Adjunct faculty members who qualify for inclusion in the bargaining unit, but who subsequently fail to meet the eligibility criteria set forth in Section 3.1 because no courses are available for them to teach shall be in an inactive status for two (2) consecutive academic years. No step movement will occur or be lost during this inactive status.
- B. Voluntary Inactive Status** – Adjunct faculty members may be eligible for voluntary inactive status of no more than one (1) semester once every three (3) years for bona fide personal or professional reasons. Requests for such voluntary inactive status are to be submitted to the appropriate Dean at least six (6) weeks in advance of the effective date of the leave. Requests are subject to the approval of the appropriate Dean and shall be handled on a case by case basis.
- C. Re-eligibility** -- An adjunct faculty member who is removed from the bargaining unit because he/she does not meet the eligibility criteria set forth in Section 3.1 will re-qualify for eligibility in the unit only after satisfying the eligibility criteria set forth in Section 3.1 unless returning from inactive status.

Section 3.3 Annual Unit Listing

The College will make reasonable efforts to semi-annually provide the Association, on or before May 1st and on or before November 1, or as close as practicable to said dates, with the following:

- A.** A listing of adjunct faculty members who meet the eligibility criteria set forth in Section 3.1 and 3.2.
- B.** A listing of adjunct faculty members who have completed three consecutive semesters

and who may become eligible for membership in the Fall semester if they meet the eligibility criteria set forth in Section 3.1.

The Association must assert any objections with the above listings to the College within thirty (30) days of receipt of said listings or waive such objections.

Section 3.4 Summer Session

Adjunct faculty members who are teaching in the Summer Session will retain all rights under this Agreement, provided they otherwise meet the eligibility criteria of Section 3.1 of this Agreement.

Section 3.5 Duty of Fair Representation

The Association agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Association membership. The Association further agrees to indemnify and hold harmless the Board from any and all liability, including monetary damages, resulting from any failure on the part of the Association to fulfill its duty of fair representation.

ARTICLE IV

BOARD RIGHTS

Except as otherwise expressly provided by the terms of this Agreement, the College reserves and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities, including but not limited to, the right to control, supervise evaluate, discipline and manage the College and its personnel including the adjunct faculty; to determine and administer educational policy; to operate the College and direct the adjunct faculty; and otherwise retain all rights, authority, and discretion which are exclusively invested in the College's Board of Trustees or the College's President under governing federal and state law, ordinance, rules, and regulations, as well as the policies of the Board of Trustees, and applicable common law. The parties agree that the College is not required to bargain over matters of inherent managerial authority, including, but not limited to, matters related to curriculum, budget, organizational structure and selection of staff.

ARTICLE V
STATUS AND EFFECT OF THE AGREEMENT

Section 5.1. Ratification and Amendment

This Agreement shall become effective when ratified by the Board and Association membership and signed by authorized representatives thereof.

Section 5.2. Contract Controlling

Any agreement to alter, modify or waive any of the terms of this Agreement with respect to adjunct faculty member or members will be made between the Board and the Association and confirmed in writing. Any such agreement shall not constitute a precedent in the future enforcement of any of the terms contained herein unless expressly agreed to by the parties.

ARTICLE VI
RESPONSIBILITIES AND RIGHTS

Section 6.1. Academic Freedom

Adjunct faculty members are entitled to academic freedom. Adjunct faculty members will adhere to professional ethical standards.

Section 6.2. Good Faith

- A. "Good Faith" is defined as the mutual responsibility of the Board and the Association to meet at a reasonable time, to deal with each other openly and fairly, and sincerely to endeavor to reach agreement with respect to all items as identified in the agreed upon substantive portion of this document.
- B. The Association subscribes to a code of ethics and agrees to assist the Board and the administration on matters pertaining to professional conduct when requested.
- C. Both parties agree that the provisions of this Agreement shall not be applied in a manner that is arbitrary, capricious, or discriminatory.
- D. Both parties agree that it is their mutual responsibility to confer upon their respective

representatives the necessary power and authority to make proposals, consider proposals, make counter proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and Association for ratification.

Section 6.3. Dues Check off

Upon receipt of a properly executed dues deduction form by an adjunct faculty member, the Business Office shall regularly deduct the appropriate monies from such employee's paycheck in conformity with the Business Office's regular and ordinary payroll procedures. The specific amount of the dues deduction shall be communicated to the College's Assistant Vice President of Finance in writing by the Association's Treasurer by as close as practicable to October 15th for the Fall semester and by February 15th for the Spring semester. The Association shall hold the Board harmless for all such deductions completed pursuant to the dues authorization form. Such authorization shall be cancelable according to its terms but in no event sooner than thirty (30) calendar days where employment is not terminated.

Section 6.4. Fair Share

- A.** It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and Contract administration which appropriately are shared by all faculty members who are beneficiaries of said Agreement. To this end, if a faculty member does not join the Association, such faculty member will:
1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the services rendered by the Association in the same manner as provided in Section 6.3 of Article VI; or
 2. Pay directly to the Association a like sum.
- B.** In the event such an authorization is not signed or such payment is not made within thirty (30) working days following the commencement of employment of the faculty member or the effective date of this Agreement, whichever is later, the Board shall deduct such amount in equal payments from the regular salary check of the faculty member in the same manner as provided in Section 6.3 of Article VI.

- C. The Association, the Illinois Education Association and the National Education Association agree to defend, indemnify, and save the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.
- D. The Association shall annually certify to the Board the amount constituting each non-member employee's share, which amount shall include only such expenses expended for collective bargaining and contract administration. Such certification shall be made in writing by the Association president and submitted to the business office as close as practicable to September 1 of each year.
- E. In the event a faculty member objects to the amount of such fee, the Association shall place the objecting faculty member's fees in a blind escrow or blind trust pending final determination on the appropriateness of the fee imposed. Such determination shall be made only after a full hearing before the Illinois Educational Labor Relations Board (IELRB) or any impartial fact-finder appointed by the IELRB. If the faculty member is entitled to a refund, the faculty member shall receive such refund plus any interest earned on the refund during pendency of the action.

Section 6.5. Distribution of Contract

Within thirty (30) working days following ratification and execution of this Agreement by both parties, or as soon thereafter as practicable, the Board will provide three signed copies of the Agreement to the Association President and will also post a copy of the Agreement on the College's website.

Section 6.6. College Services and Facilities

- A. In accordance with applicable Board policy, the Association shall have reasonable use of College office services, to include duplicating, printing, and electronic communication privileges for the conduct of Association business. The Association agrees to pay the standard rates for the duplicating and printing services and supplies used. Use of such services and facilities shall be scheduled and prioritized by the appropriate administrative officers.
- B. The Board agrees that space for a bulletin board, to be purchased by the Association, shall be provided for the exclusive use of the Association for posting notices of activities and other

matters of Association concern, provided such posting shall not include any item attacking the character, integrity, or ability of any member of the Board of Trustees or any of its agents or employees.

- C. The Board agrees to provide the Association reasonable access to conference space for the conduct of normal Association business. The Board shall allow the Adjunct Faculty Association President ordinary use of non-dedicated office space and equipment for the conduct of Association business.
- D. The rights granted to the Association under this Section 6.5 shall not be provided to any other labor organization competing with the Adjunct Faculty Association.

Section 6.7 Policies and Handbook

- A. Board Policy. The Board will post the Board Policies on the College's website.
- B. Adjunct Faculty Handbook. The Board will post a copy of the Adjunct Faculty Handbook on the College's website and maintain a paper copy of the Adjunct Faculty Handbook in each divisional administrative office.

Section 6.8. Board Agenda

The Association may request to be placed on the agenda of a regular Board meeting in accordance with the Board's Policy Manual and procedures contained therein.

Section 6.9. Personnel File

An adjunct faculty member shall have the right upon request, to review the contents of her/his own personnel file during normal business hours in accordance with the Illinois Personnel Records Review Act. A representative(s) of the Association may be requested to accompany the faculty member to such review.

Section 6.10. Patent and Copyrights

The College and the Adjunct Faculty Association agree that the intellectual property policies and guidelines applicable to the College's Full-time Faculty will be applicable to the Adjunct Faculty.

ARTICLE VII
NEGOTIATION PROCEDURES

Section 7.1. Selection and Composition of Negotiating Teams

The Board and the Association shall each select representatives to act on their behalf in negotiations.

Section 7.2. Commencement of Negotiations

The parties agree to commence negotiations for a successor agreement no earlier than two weeks before September 1st and no later than two weeks after September 1st during the last academic year of the Agreement.

Section 7.3. Agreement and Ratification

When the Association and Board representatives reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval as soon as practicable after the parties reach a complete tentative agreement .

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 8.1. Definitions

- A. Any written claim by an adjunct faculty member, or members, of the Association that there has been a violation, misapplication, or misinterpretation of the provisions of this Agreement shall be a grievance.
- B. Time limits during the academic year shall be Mondays through Fridays (working days) except holidays, designated in the Academic Calendar, and other officially declared school closings. In cases which occur/extend outside the regular academic year or the summer session, time limits for grievance purposes shall be suspended until the first full regular instructional day of the next academic semester or summer session. Time limits during summer sessions shall be Mondays through Fridays unless a four (4) day week is officially adopted by the College. If a four-day

week is adopted, the time limits shall be Mondays through Thursdays during the summer.

Section 8.2. Right to Association Representation

- A. Association representatives (one of whom may be a non-faculty member) shall have the right to be present at any meeting, hearing, appeal, or other proceeding relating to a grievance that has been formally presented. Nothing contained herein shall be construed as limiting the right of an adjunct faculty member having a grievance to discuss the matter informally with her/his supervisor and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- B. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance commencing at Section 8.4.A. (Step One) and no discussion of grievance as defined in Section 8.4 may take place without an Association representative present.
- C. Grievance settlements entered into between an adjunct faculty member and the College that alter the application of the terms and conditions of this Agreement will be limited in scope and will be memorialized in writing and executed by the appropriate representatives of the Board and the Association.

Section 8.3. Pre-Grievance Procedure (Informal Resolution)

The parties hereto acknowledge that it is usually most desirable for adjunct faculty members and the appropriate administrator to resolve problems through free and informal communications. When requested by the adjunct faculty member(s), an Association representative may accompany the adjunct faculty member(s) to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the adjunct faculty member(s) or the Association, a grievance shall be processed as follows:

Section 8.4. Formal Grievance Procedure

- A. **Step One** -- If a complaint is not resolved through an informal resolution procedure, the grievant or the Association may present a formal grievance in writing to the appropriate Dean who will arrange for a meeting to take place within ten (10) working days after receipt of the grievance. Such written grievance shall be submitted not later than fifteen (15) working days after the occurrence of the events giving rise to the grievance or fifteen (15) working days from the date

by which the affected faculty member(s) and/or the Association knew or should have known of such occurrence. The Association representative, the grievant and the Dean or designee shall be present at the meeting. The Dean or designee shall provide the grievant and the Association with a written answer with reason(s) to the grievance within ten (10) working days after the meeting.

- B. Step Two** -- If the grievance is not resolved at Step One, then the grievant or the Association shall refer the grievance to the appropriate Vice President of the College, or her/his official designee within ten (10) working days after the receipt of the Step One answer or within ten (10) working days after the Step One meeting, whichever is later. The Vice President or designee shall arrange for a meeting with the grievant and the representative(s) of the Association's grievance committee to take place within ten (10) working days of her/his receipt of the Step Two filing. A written response, including reason(s) shall be provided to the grievant within ten (10) working days after the meeting.

If the grievance arises from a decision at the Vice President's level, the grievance may be initiated at Step Two, provided such is filed no later than the time limits prescribed in Step One.

- C. Step Three Arbitration** -- If the Association is not satisfied with the decision at Step 2, the Association may refer the grievance to arbitration within twenty (20) working days after the decision is provided at Step 2.

1. The parties shall attempt to agree upon an arbitrator within seven (7) working days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said seven (7) working day period, the parties shall immediately jointly request the Federal Mediation Conciliatory Services (FMCS) to submit a panel(s) of arbitrators, and to otherwise administer the arbitration proceedings under the American Arbitration Association (AAA) rules.
2. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. In the event of multiple grievances submitted to arbitration either party may request that the arbitrator consolidate the grievances for arbitration if the grievances are related and consolidation does not prejudice either party.

3. The fees and expenses of the arbitrator and the cost of a written transcript (if a transcript is jointly requested) shall be shared equally by the parties involved in the arbitration. Each party shall be responsible for compensating its own representatives or witnesses.

Section 8.5. Limitations 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's ruling in any grievance shall not violate the relevant decisions of federal and state courts, the appropriate decisions of federal and state regulatory agencies, and applicable federal and state laws. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator's award shall be final and binding. However, neither party waives its right to administrative and/or judicial review of any arbitration ruling or award which, it feels has violated the limitations of this Article VIII.

Section 8.6. No Reprisals

- A. No reprisals of any kind shall be taken by the Board, its designee (agent) or the bargaining unit member Association against any individual because of her/his participation in this grievance procedure.
- B. All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 8.7. Scheduling of Grievance Meetings

Should the investigation or processing of any grievance require that an adjunct faculty member or an Association representative be released from her/his regular assignment, she/he shall be released without loss of pay or benefits, provided that every reasonable attempt has been made by the parties involved to schedule grievance-related meetings during times which do not conflict with her/his regular assignment.

Section 8.8. Cooperation and Withdrawal Without Establishing Precedent

- A. The College and the Association shall cooperate in the investigation of any grievance, and further, all parties shall be furnished with such information requested for the fair and proper processing of any grievance.
- B. A grievance may be withdrawn at any level without establishing precedent.

ARTICLE IX
WORKLOAD/CLASS ASSIGNMENT

Section 9.1 Workload

The maximum workload for adjunct faculty shall not exceed eighteen (18) credit hours per academic year, excluding the summer session, without the written approval of the appropriate Vice President.

Section 9.2 Preference Request/Class Assignment

- A.** An adjunct faculty member may submit a written assignment preference request to the Dean or designee to identify days and times the adjunct faculty member is available and/or would prefer to teach for the subsequent semester. The College will attempt to honor such requests when practicable. The College will not consider an assignment preference request as an exclusive request unless otherwise specifically stated by the adjunct faculty member.
- B.** In attempting to honor assignment requests made in accordance with Section 9.2(A), the College will give preference to adjunct faculty members in the bargaining unit over adjunct faculty members who are not in the bargaining unit. Nothing in this Article shall limit the College's ability to determine and set class schedules.

ARTICLE X
EVALUATION AND DISCIPLINE

Section 10.1 Evaluation System

The College agrees to maintain an evaluation system and to set forth the evaluation system in the Adjunct Faculty Handbook. The parties agree that as a part of this evaluation system, the adjunct faculty member shall have the right to rebut in writing applicable evaluation reports regardless of whether such evaluation reports are made a part of the adjunct faculty member's personnel file.

Section 10.2. Discipline of Adjunct Faculty Members

- A.** Information forming the basis of disciplinary action shall be made available to the adjunct faculty members and the Association subject to applicable privacy right limitation. The College will

meet with the adjunct faculty member before rendering a disciplinary decision. An adjunct faculty member may request to have an Association representative present at a disciplinary meeting or an investigatory meeting which the adjunct faculty member reasonably believes could lead to discipline.

- B. When appropriate, progressive discipline principles will be followed in addressing misconduct, including use of oral reprimand, written reprimand, suspension and termination. The College may bypass any progressive discipline level when it deems appropriate. This provision is not intended to be a waiver of any statutory rights.

ARTICLE XI

COMPENSATION

Section 11.1 Salary

The index matrix of the adjunct faculty salary schedule, together with implementing language thereof, is included as Appendix A of this Agreement.

Section 11.2 Substitute Pay

An adjunct faculty member who substitute teaches shall be paid at an hourly sub rate determined by dividing the adjunct faculty member's base by 53 hours. No adjunct faculty member shall be paid extra for teaching two sections at the same hour, and no adjunct faculty member shall be required to teach two sections at the same hour.

Section 11.3 Independent Study and Individualized Classes

An adjunct faculty member shall be eligible for an independent study assignment or individualized classes at the discretion of the Dean. For both independent study and individualized classes, compensation shall be at the rate of seventy-five dollars (\$75) per credit hour multiplied by the number of students assigned. For individualized classes only, a differential shall be provided for classes with more contact hours than credit hours. The differential will be based on the following: The difference between contact hours and credit hours x number of semester weeks (16) x \$10. ¹

¹ Example: An adjunct faculty member is assigned a 4 credit hour class which provided 5 contact hours involving 15 students. The calculation for the independent study assignment compensation would be $75 \times 4 \times 15$ students = \$1500. The differential for individualized study would be 5 contact hours – 4 credit hours = $1 \times 16 \times 10 =$ \$160. Total compensation for the course would be \$1500 + \$160 or the total amount of \$1,660.

Section 11.4 Special Projects

Adjunct faculty members who accept a Notice of Assignment to perform a special project by the appropriate Dean, shall be compensated at the rate of \$10 per hour.

Section 11.5 Summer Classes

An adjunct faculty member assigned to teach a summer class shall be compensated at the rate of pay applicable to the previous academic semester unless a higher rate of pay has been specifically authorized by the Board for that summer class.

Section 11.6 Professional Development

Adjunct faculty members may submit reimbursement requests for approved professional development taken in accordance with an approved professional development plan. Reimbursement may be incremental up to a total amount of \$200 per year with no carryover of any unused money from one academic year to the next.

Section 11.7 Tax-Sheltered Annuity

Voluntary employee salary reductions for internal revenue code section 403(b) tax sheltered annuities and 457(b) deferred compensation shall be available to adjunct faculty members in accordance with current college policy for full-time faculty and in accordance with plan documents and applicable vendor agreements.

ARTICLE XII

ALLOWANCE FOR EMPLOYEE ABSENCE

Section 12.1 Paid Personal Leave

Each adjunct faculty member shall be allowed two (2) calendar days of paid personal leave during each semester which cannot be taken in increments of less than a full calendar day. Such personal leave shall not accumulate.

ARTICLE XIII
ENTIRE AGREEMENT

- A. This Agreement, upon ratification, supersedes all prior 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 this term.
- B. Nothing herein shall be construed as precluding the parties, by mutual agreement, to add to, delete or alter this Agreement during the term of this Agreement, provided that such changes are made in a written agreement and executed by appropriate representatives of the College and the Association.

ARTICLE XIV
SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, 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 XV
AMNESTY PROVISION

- A. The College hereby agrees that it will not initiate, authorize, commence, or participate in any reprisals or recriminations against any employees of the College as a result of such employees' participation in or support of the collective bargaining process and/or job action, or in any event or activity resulting from their participation in or support of the collective bargaining process and/or job action.
- B. The College further agrees that it will not discriminate in regard to hiring, discipline, discharge, promotion, demotion, or assignment; or in regard to salary, hours, seniority, or working conditions of any employee having participated in or supported said collective bargaining and/or job action.

ARTICLE XVI
NO STRIKE CLAUSE

During the term of this Agreement, no faculty member covered by this Agreement, nor the Association, nor any person acting on behalf of the Association, shall ever or at any time engages in, authorize, or instigate any strike, slow-down, or other refusal to render full and complete services to the Board. In the event of any violation or violations of any provision of this Article by the Association, its members or representatives, or by any faculty member, the Association shall, upon notice from the Board, immediately direct such faculty members, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violation(s).

**For the McHenry County College
Adjunct Association**

**For the Board of Trustees of
McHenry County College, District No. 528**

Signature

Signature

Title

Title

Date

Date

APPENDIX A

ADJUNCT FACULTY SALARY SCHEDULE INDEX MATRIX

I. The following matrix will apply for academic years 2008-2009; 2009-2010; and 2010-2011.

	<u>Lane I</u> Less than a Masters Degree	<u>Lane II</u> Masters Degree	<u>Lane III</u> Doctorate
<u>Step 1</u> 1-4 Semesters Taught at MCC	1.0 (This is the base salary unit cell)	1.010	1.020
<u>Step 2</u> 5-8 Semesters Taught at MCC	1.030	1.040	1.050
<u>Step 3</u> 9-12 Semesters Taught at MCC	1.080	1.090	1.10
<u>Step 4</u> 13+ Semesters Taught at MCC	1.160	1.170	1.180

II. The following salary bases will apply (to be placed in cell 1 of the matrix) for academic years 2008-2009, 2009-2010, and 2010-2011.

	<u>Academic Year</u>	<u>Base Salary</u>
	2008 - 2009	\$1,550
	2009 - 2010	\$1,565
	2010 - 2011	\$1,585