

COLLECTIVE BARGAINING AGREEMENT

Between

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE
DISTRICT NO. 505 (PARKLAND COLLEGE)**

and

**PARKLAND COLLEGE PART-TIME FACULTY
LOCAL 4927, IFT/AFT - AFL-CIO**

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PREAMBLE

THIS AGREEMENT, covering compensation, hours, fringe benefits, and conditions of employment, is entered into by and between the BOARD OF COMMUNITY COLLEGE DISTRICT NO. 505, COUNTIES OF CHAMPAIGN, COLES, DeWITT, DOUGLAS, EDGAR, FORD, IROQUOIS, LIVINGSTON, McLEAN, MOULTRIE, PIATT, VERMILION AND STATE OF ILLINOIS, hereinafter referred to as the “Board”, and the PARKLAND COLLEGE PART-TIME FACULTY ORGANIZATION, Local 4927, IFT/AFT – AFL-CIO, hereinafter referred to as the “Union”, as the exclusive collective bargaining agent for the bargaining unit as defined in ARTICLE II, RECOGNITION.

It is the desire and intent of the parties to seek the orderly adjustment of differences that may arise between them, to seek an orderly method of handling and processing grievances and, further, the purpose of this Agreement is to promote harmony and efficiency in the working relationships between the parties, so that the public, the College and the employees may be benefited.

Cognizant of these purposes and understandings, the parties have agreed to each of the provisions of the Agreement hereinafter contained.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 BOARD

The term “Board” shall mean the Board of Trustees of Community College District No. 505, Counties of Champaign, Coles, DeWitt, Douglas, Edgar, Ford, Iroquois, Livingston, McLean, Moultrie, Piatt, Vermilion and State of Illinois, and shall also mean any administrator(s), supervisor(s) and agents of the Board when acting within the scope of their authority.

Section 1.2 COLLEGE

The term “College” refers collectively to the institution and to all educational facilities or academic locations under the jurisdiction of the Board and the administrative offices thereof.

Section 1.3 UNION

The term “Union” refers to the Parkland College Part-time Faculty Organization, Local 4927, IFT/AFT – AFL-CIO.

Section 1.4 AGREEMENT

The term “Agreement” shall mean the Collective Bargaining Agreement between the Board and the Union.

Section 1.5 EMPLOYEE

All part-time faculty who teach six (6) or more equated contact hours, part-time librarians who work twenty (20) hours per week during the academic year, and dental clinic hygienists who meet the following definition:

Dental clinic hygienists who deliver a minimum of either six (6) equated contact hours in a classroom setting -OR- eight (8) clock hours per week of dental clinic service -OR- a combination of the two assignments resulting in a minimum of fifteen (15) Affordable Care Act equivalent hours of service per week.

Section 1.6 COMMITTEES

Whenever in this Agreement there is reference to the formation of a labor-management committee, it is understood between the parties that the members of said committees shall consist of an equal number of Union and management representatives, unless agreed otherwise. Labor representatives shall be appointed by the Union, and management representatives shall be appointed by the College.

**ARTICLE II
RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing compensation, hours, fringe benefits and terms and conditions of employment for all part-time faculty as defined in Section 1.5.

Neither the Board nor administration shall bargain with any other employee organization, its agents, or any individual over wages, hours and terms and conditions of employment, except as provided herein.

On or about January 31, the negotiation committee of the PTFO shall submit in writing to the Board its timetable for negotiation. Both parties shall then engage in written and face to face interactions to reach an Agreement satisfactory to the agents of both the Board and the negotiation committee of the PTFO with the goal of reaching such an Agreement by the conclusion of the current Spring semester as set forth in the timetable.

**ARTICLE III
MANAGEMENT RIGHTS**

Section 3.1 BOARD POWERS

The Board, except as specifically limited by the express provisions of this Agreement, retains the sole right and authority to operate and direct the College in all respects and on behalf of the electors of the district, retains and reserves the ultimate responsibilities for proper management of the College district consistent with the statutes and the Constitution of the State of Illinois and the United States, subject to the terms of this Agreement, including but not limited to the responsibilities for and the right:

- A. To maintain executive management and administrative control of the College district and its properties and facilities and the activities of its employees, including bargaining unit employees, as related to the conduct of College affairs.
- B. To hire all employees and, subject to the provisions of law, and this Agreement, to determine their qualifications and the conditions of their continued employment, discipline, dismissal, demotion and layoff; and to promote, assign, and transfer all such employees.
- C. To establish educational policies, goals and objectives based upon the College's mission; to ensure the rights and educational opportunities of the students, to determine staffing patterns and to determine the number and kinds of personnel required in order to maintain the efficiency of College operations.
- D. To build, move or modify facilities, establish budget procedures and determine budgetary allocations, determine the methods of raising revenue; and take action on any matter in the event of an emergency.
- E. To delegate authority through recognized administrative channels, recognizing that the Board normally exercises most of its powers, rights, authorities, duties and responsibilities through the President and members of the administrative staff.

Section 3.2 BOARD RESPONSIBILITIES

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

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 by or binding upon the Board unless and until the Board has agreed thereto in writing. Nothing contained herein shall limit the parties' rights to settle grievances in accordance with ARTICLE IX.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and other authority under the Illinois Public Community College Act and rules which have derived from it, or any other national, state, county, district, or local laws or regulations as they pertain to education.

**ARTICLE IV
UNION AND EMPLOYEE RIGHTS**

Section 4.1 UNION MEETINGS

The Union shall have the right to hold a reasonable number of meetings on College property, provided such meetings in no way interfere with any aspects of the operation of the

College. Extraordinary expenses associated with the meetings shall be borne by the Union.

Section 4.2 POSTING OF FACULTY VACANCIES

Announcement of faculty vacancies and newly created faculty positions shall be distributed by electronic mail five (5) working days prior to the position being advertised externally.

The vacancy shall be emailed by 8:00 a.m. on the first day of posting to constitute a full day.

Upon closing of the external job posting, current adjunct faculty who applied and who meet minimum requirements as posted will be offered a first-round interview.

Section 4.3 PUBLIC RECORDS

The Board shall make available to the Union, upon its request, those public records which are relevant to negotiations or the enforcement of this Agreement. Such requests shall be in accordance with and governed by established Board policy instituted in compliance with the Illinois Freedom of Information Act (5 ILCS 140).

Section 4.4 BOARD AGENDA

The Board shall make available to the Union, upon its request, a copy of the agenda, the dates of any regular or special meetings, and copies of the Board minutes.

Section 4.5 PARTICIPATION AT BOARD MEETINGS

The President of the Union, or a duly appointed designee, shall be accorded the privilege of speaking at Board meetings. The Board agenda contains a "Public Comments" time for all open meetings, and it is anticipated that this is the time for any Union designee's comments. Collective bargaining shall not be conducted nor shall grievances be discussed at such meetings.

Section 4.6 BOARD POLICIES

The Policy and Procedures Manual will be updated after the Board of Trustees takes action on policies, and will be available to all faculty and staff via the local Parkland Network.

Section 4.7 LIST OF UNION OFFICERS

The Union shall promptly supply the President and Office of Human Resources with an up-to-date list of Union officers and designated officials, indicating any changes from the previous list.

Section 4.8 USE OF EQUIPMENT AND SUPPLIES

The Union shall have the right to request that Union materials be prepared by Parkland College employees using Parkland College facilities and supplies. Such requests will be granted if such would not interfere with the College operations. The Union will reimburse the College for

such service at the internal billing rate upon receipt of billing by the College.

Section 4.9 DUES CHECKOFF

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

The Union shall indemnify the Board and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.

Section 4.10 DISTRIBUTION OF UNION MATERIALS

The Board shall provide an appropriate bulletin board accessible to employees for use by the Union for posting of its materials. The Union agrees that only appropriate materials dealing with Union business shall be posted.

Section 4.11 UNION PARTICIPATION

The Union shall designate a representative of the bargaining unit to participate in the Parkland College Association (PCA) as long as this or like bodies are in existence. No employee shall suffer reprisals for participation in PTFO activities.

Section 4.12 COMMITTEES

The Board shall solicit recommendation of the Union in the appointment of College committees that deal with issues affecting employees of the bargaining unit.

Section 4.13 WORKING CONDITIONS

No employee shall be required to work under conditions which are unsafe or hazardous.

Section 4.14 POLICY ON PERSONAL EFFECTS

The personal and professional effects of an employee located in a College office or in/on the employee's desk, file cabinets, bookshelves or bulletin boards, shall not be removed or disturbed without written permission of the employee or their legal representative, except in cases of emergency, court order, or upon termination of employment. Upon termination of employment, the College may remove such effects but must retain them in a secure place for at least one (1) calendar year.

Employees granted academic leave or emergency leave may leave their effects on campus but must do so in a manner that does not impede the ability of any Parkland employee or student to make legitimate use of the space near the effects.

The College retains the right to assign office or work area space.

Section 4.15 RESOURCES FOR EMPLOYEES

The College recognizes the need to provide necessary resources, including required course supplies/materials as determined by the department chair at no cost to the employee. Employees will be provided email service while employed at Parkland College. The College will have available a laptop for each adjunct faculty to use for a semester at a time. After 30 semesters, an employee will be provided email service after leaving Parkland College if the employee requests such service.

Section 4.16 CLASS ASSIGNMENTS

Continuing part-time faculty will be assigned courses according to the following sequential criteria with the overall philosophies of providing quality instruction for students, of fairness for members of the bargaining unit, of fairness for other part-time faculty, and recognizing the need for flexibility within the parameters below.

Qualifications:

- A. No current members of this bargaining unit who are not SURS Affected Annuitants shall become SURS Affected Annuitants as defined and determined by SURS.

Current members who are SURS annuitants will not work at any SURS institution other than Parkland College and will provide an affidavit attesting to the same.

If a SURS Annuitant member works for another SURS institution or become an Affected Annuitant, the Union and the College agree that is cause for immediate termination.

No later than June 30 of each year, each SURS Annuitant member will produce to Human Resources their previous year's tax return and an individualized earnings statement from SURS as evidence that they have not worked for another SURS institution in addition to the previously noted affidavit. Failure to produce these records by June 30 will be cause for immediate termination.

No later than June 30 of each year, each SURS Annuitant must meet with an identified member of the Human Resources staff to review their situation and determine their maximum load for the upcoming academic year that will not trigger any additional penalty or cost to the College with SURS as a result of the combination of the member's work for the College and their Annuitant status. The member's Department Chair will be advised of the decision of Human Resources regarding load and any available assignment will be limited accordingly.

SURS Annuitant members will not be assigned work which would cause them to receive compensation in excess of 30% of their highest annual rate of earnings. If this causes the Annuitant member to go below 6 ECH, and if they otherwise would have worked 6 or more ECH, the Annuitant member will retain union status and seniority. If the Annuitant member would not have otherwise been assigned 6 or more ECH, the Annuitant does not retain union member status or seniority.

Any SURS Annuitant member who becomes an Affected Annuitant and who earns compensation from the College while being an Affected Annuitant will reimburse the College all costs the College incurs as a result of employing the Affected Annuitant within 30 days of receiving a demand for reimbursement from the College.

B. All faculty who teach transfer courses must have:

- i. A master's degree in the discipline they teach; or
- ii. A master's degree in a related discipline with a minimum of 18 semester hours of graduate-level coursework (300 level and above, taken for graduate credit) in the discipline they teach.
- iii. Faculty who teach interdisciplinary courses must have a master's degree in any one of the several disciplines included in the course.

C. All current and continuing faculty will be assigned only to those courses for which they are qualified through coursework, training, professional experience, and satisfactory performance during previous teaching assignments.

D. Exceptions to qualifications to teach transfer courses which have a vocational emphasis may be given by the Vice President of Academic Services.

1. Seniority: Seniority shall be based upon the number of semesters, within the department, including summer, at Parkland College as a member of the bargaining unit. A list will be compiled by Human Resources and available on request. Should there be a tie in departmental seniority, the tie will be broken by determining the semester in which the employee became a member of the bargaining unit. Should the tie remain unbroken, the semester of the first-time faculty service shall be used to determine seniority. Should the tie remain unbroken, a coin flip officiated by the department chair and witnessed by the two members and one other person shall break the tie.
2. Department Needs: The department chairs shall allocate course assignments based upon a mix of preferences (preference shall mean days, times, courses, sections, and instructional methods) department needs, level of performance, seniority and consultation with continuing part-time faculty.

Part-time Faculty Load-Class load for part-time faculty will be based on the following guidelines:

A. Fall and Spring semesters:

1. Up to twelve total equated contact hours.
2. A faculty member who has requested twelve hours may be assigned fewer hours based upon available load. No person outside of the bargaining unit shall receive load that a bargaining unit member has requested.

3. No bargaining unit member who has requested six or more hours will be assigned fewer than six hours (which would result in being removed from the bargaining unit) if sufficient classes are available for part-time faculty.

B. Summer terms:

1. A maximum total load for summer session is, 10 ECH.
2. A faculty member who has requested ten (10) ECH may be assigned fewer hours based upon available load. No person outside of the bargaining unit shall receive load that a bargaining unit member has requested.
3. Department chairs shall allocate summer assignments based on the same criteria used to assign teaching assignments in the Fall and Spring semesters.

C. Members compensated on an hourly basis are limited to 27.5 hours a week.

D. Exceptions to any provision of Section 4.16 may be given by the Vice President of Academic Services upon recommendation of the division dean or department chair and the Union President shall be notified within two (2) workdays.

Section 4.17 CRIMINAL BACKGROUND CHECKS

For those employees having direct contact with dual credit students, a criminal background check will be required.

For any employee not otherwise disqualified from employment at Parkland College whose criminal background check makes them ineligible to teach an assigned dual credit course, the College will make reasonable efforts to assign alternative load.

Section 4.18 OFFICE HOURS

Each part-time faculty shall hold at least one (1) office hour per week per section taught during each fall and spring semester, and at least two (2) office hours per week per section taught during the summer session. The scheduling of office hours will take into account the following: needs of students, part-time faculty's schedule and available space. At the outset of each semester and in a timely fashion, each part-time faculty member must communicate their intended office hours for the semester to the department chair. When the member's planned clock hours to work exceeds 29 hours, the department chair may direct a reduction in the number of office hours.

Section 4.19 ATTENDANCE AT MEETINGS/FUNCTIONS

Attendance by an employee at professional development activities is optional. Employees will be invited to attend appropriate College and department professional development activities.

New employees may be asked to attend an orientation session and continuing employees may be asked to attend a reasonable number of staff meetings for the purpose of becoming familiar with their courses, learning about departmental practices, aligning instruction across sections, and related. These meetings are considered part of performing the employee's assignment. These meetings will be held during the semester or immediately before the beginning of the instructional assignment and will be kept to a minimum.

Section 4.20 SUBSTITUTES

It is recognized that the primary responsibility of the College is to the students, and the following policy is designed in terms of this commitment:

- A. Substitute pay is granted to cover classes because of a faculty member's illness or other approved absence. On the first day of absence, the appropriate division dean together with the appropriate department chair determines whether classes and/or services will be cancelled or substitutes provided, and which substitutes will be used.
- B. Substitute faculty are paid at the rate of \$40.00 per hour.
- C. In the case of extended substitute services (25 percent of total contact time) contractual arrangements conforming to the current collective bargaining agreement will be made as under Article XIII, Section 13.1. If a member of the bargaining unit performs extended substitute service, the pro-rata pay shall be retroactive to the first day of extended substitute service.

**ARTICLE V
WORK ENVIRONMENT**

INCLEMENT WEATHER/EMERGENCY CLOSING

In the event of bad weather, every effort is made to keep the College open. Borderline decisions are resolved in favor of holding classes. When classes are cancelled for safety reasons, the entire campus will be closed. No bargaining unit member shall suffer loss of pay or benefits in the event of closure for safety reasons.

**ARTICLE VI
DISCIPLINE**

Section 6.1 DISCIPLINE

Any written warning, suspension or discharge shall be based on reasonable cause.

Section 6.2 TYPES OF DISCIPLINE

Any written warning, suspension, or discharge shall be based on reasonable cause.

At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise.

Prior to discharge, progressive discipline, including oral warning, written warning and suspension may be given. Prior progressive discipline will be given in those instances where a determination is made that performance may be improved by such corrective measures.

Section 6.3 NOTIFICATIONS AND MEASURE OF DISCIPLINE

Notification of all discipline, other than oral reprimand, shall be in writing, with a copy served on the employee and the Union.

Section 6.4 PRE-DISCIPLINARY MEETING

For discipline other than oral warnings, the College shall notify the employee of a pre-disciplinary meeting, the right to representation, and the reason for that meeting. At this meeting, the College shall discuss the reason(s) for the contemplated discipline. The employee and the appropriate representatives of the bargaining unit shall have the right to respond, rebut or clarify the reason(s) for such discipline.

The persons at this meeting shall be limited to the employee, up to two (2) PTFO designated representatives, the supervisor involved, the designee of the Vice President for Academic Services, and an appropriate representative from the Office of Human Resources. No other persons shall be present unless agreed upon by both parties.

Section 6.5 REMOVAL OF DISCIPLINE

An employee may request from the Board that any disciplinary action be removed from the employee's file after two (2) years, if the employee has received no additional discipline for the same offense. The request should not be arbitrarily or capriciously denied.

Section 6.6 REPRESENTATION

Employees subject to disciplinary action, with the exclusion of oral warnings, shall have the right to Union representation in all proceedings. The College shall inform the employee of the right to representation.

**ARTICLE VII
EMPLOYEE TRAINING, EVALUATIONS, AND PERSONNEL FILES**

Section 7.1 PROFESSIONAL DEVELOPMENT AND LICENSES AND CONTINUING EDUCATION

The College shall allocate \$15,000 per year for professional development, conferences, mandatory continuing education, and license certification required for teaching at Parkland College. All bargaining unit members may apply for funding. Requests for funds must be approved by the department chair, the division dean, and the Vice-President for Academic Services. Funds will be distributed on a first come, first served basis.

Bargaining unit members who teach in the division of Health Professions will be reimbursed by the College for mandatory continuing education and license certification after all coverage offered by external employers has been used.

Section 7.2 PERFORMANCE EVALUATIONS FOR PART-TIME FACULTY

Part-time faculty evaluations will be performed as outlined in Appendix I of the Parkland College Policy and Procedures Manual.

Section 7.3 PERSONNEL FILES

The Office of Human Resources shall maintain a separate personnel file for each employee. This file shall include all written materials concerning discipline. Personnel records so maintained shall be among the records used in proceedings affecting the status of an employee.

Each employee shall have the right, within five (5) working days, upon written request, to review during normal business hours, the contents of the employee's personnel file at the Office of Human Resources. Nothing shall be removed by the employee during a review of the file. Separate grievance files shall be maintained, except that the resolution of grievances pertinent to personnel matters shall be maintained in the personnel file. After a review is permitted, an employee may request a copy of personal documents.

The following documents are exempt from employee inspection: letters of reference, test documents, materials used by administration for staff planning which relates to or affects more than one (1) employee, records relevant to a pending claim between Parkland and employee which are subject to discovery in a lawsuit, and security records incident to an investigation of criminal conduct or other harmful activities by an employee.

Materials to be placed in a personnel file by the appropriate supervisor shall bear that supervisor's name and shall be dated upon the date of placement. Copies of materials so placed in the personnel file shall be delivered to the affected employee.

The employee may submit statements concerning any material contained in such file. Any statements so submitted by an employee shall be made a part of the file, and a copy of the response shall be delivered to the appropriate supervisor.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 8.1 OBJECTIVE

It is the declared objective of the Union and the Board to encourage the prompt resolution of the grievances of faculty members covered by this Agreement, as they arise, and to provide recourse through orderly procedures for the satisfactory adjustment of grievances and complaints.

Section 8.2 DEFINITION OF GRIEVANCE

A grievance shall mean a complaint by an employee, a group of employees or the Union, that there has been a violation or misinterpretation of the specific terms of this Collective Bargaining Agreement.

Section 8.3 PRE-GRIEVANCE CONSULTATION

The Board and the Union agree that a number of potential grievances may be avoided if the affected employee and the appropriate supervisor are able to discuss and resolve problems by these means. There may be occasions, however, when the employee believes that, although the defined problem might be resolved by such discussions, the employee would prefer that such consultations and discussions be held on an informal basis, by a Union representative and a representative of the College.

In such cases, the employee may contact either the Union President or the Grievance Chair to set forth the problem area. Thereupon, the Union representative shall contact either the employee's department chair or the Vice President for Academic Services or the Office of Human Resources.

If the potential grievance is not resolved by this procedure, then in that event, the filing of a grievance in STEP 1 shall commence. Such consultation is optional.

Section 8.4 GRIEVANCE STEPS

The following three (3) step procedure is the exclusive remedy for employees and the Union concerning all matters arising under this Agreement. Days, when used in this ARTICLE, refer to business days when the College is open.

All grievances shall be processed as follows:

STEP 1 An employee covered by this Agreement or the Union, in the case of any Union grievance, shall submit the grievance in writing to the department chair. The department chair shall arrange for a meeting with the grievant and Union's designated representative within five (5) working days of receipt of the written grievance to fully discuss the subject matter thereof. The department chair in consultation with the division dean shall provide a written answer to the employee within five (5) working days after such meeting.

STEP 2 If the grievance is not settled in STEP 1 and the grievant or the Union, in the case of a Union grievance, wishes to appeal, the grievance may be referred by the grievant, in writing, to the Vice President for Academic Services or the Office of Human Resources within five (5) working days after the answer in STEP 1. Such grievance shall be signed by both the individual grievant and/or the Union representative, normally the Grievance Chair.

The Vice President for Academic Services and representatives from the Office of Human Resources shall discuss the grievance within five (5) working days with the grievant, the Union and the College, at a time mutually agreeable to the parties.

If a settlement is reached pursuant to the provisions of this STEP, the Vice President for Academic Services or a representative from the Office of Human Resources shall issue a written agreement signed by the grievant, the department chair, the division dean, and the Union representative.

If no settlement is reached, the Vice President for Academic Services or a representative from the Office of Human Resources shall give a written answer to the grievant and the Union within five (5) working days following their meeting.

STEP 3 If the grievance is not settled in accordance with the foregoing procedure, the Union may serve notice of intention to arbitrate within fifteen (15) working days after receipt of the answer in STEP 2.

The party seeking arbitration shall so communicate that intention, in writing, to the President of the College and the Union, by certified mail. Thereupon, the parties shall attempt to mutually agree upon an arbitrator within five (5) working days after receipt of the notice of intention to arbitrate. In the event the parties are unable to agree upon an arbitrator within said five (5) working day period, the parties shall immediately jointly request either the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) to submit a panel of seven (7) arbitrators. The parties shall alternately strike, individually, the names of three (3) arbitrators. The grievant or the Union shall strike the first name. The College shall then strike the next name, each in rotation, until a single name shall remain, who shall be the arbitrator.

However, if the Board or the Union desires to strike all names on this panel of arbitrators and to request a new panel, it may do so no more than once. The arbitrator shall be notified of the selection by a joint letter from representatives of the Board and the Union, requesting that he set a time and place, subject to the availability of the Board and the Union representative.

Section 8.5 AUTHORITY OF ARBITRATOR

The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from or change the provisions of this Agreement, applicable work rules, or any applicable Board policy. The arbitrator shall consider and decide only the specific issue(s) submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted.

The arbitrator shall submit a decision, in writing, within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon their interpretation of the meaning or application of the specific terms of this Agreement, Board policy, or applicable work rules involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and staff members and shall be immediately implemented. Nothing contained herein shall prohibit the parties from appealing the arbitrator's decision to a court of competent jurisdiction.

Section 8.6 EXPENSE OF ARBITRATION

The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Board and the Union, provided, however, that each party shall be responsible for compensating its own representatives or witnesses. Costs of a written transcript shall be divided equally between the Board and the Union in those instances where the arbitration is being briefed. In those cases where briefs are not being submitted, the party requesting a transcript shall pay the cost of the transcript, except when the other party also requests a copy, in which instances, the

costs shall be split equally. All other expenses shall be borne by the party incurring them.

Unless the parties mutually agree otherwise, arbitration hearings shall be held at the College's campus in Champaign, Illinois.

Section 8.7 TIME LIMITS FOR FILING

No grievance shall be entertained or processed unless it is submitted within twenty (20) working days after the grievant had knowledge, or should have had knowledge, of the alleged violation giving rise to the grievance. Time limits may be extended only by written mutual agreement. Failure of the College to communicate a decision within the specified time limits shall automatically move the grievance to the next Step. Failure by the grievant or the Union to take action in the grievance structure by the specified time limits shall constitute a waiver by the grievant or the Union of any further rights to grieve the subject matter. Such failure shall act as a bar to any further action thereon with regard to the subject matter of that grievance as it related to that grievant in that grievance only.

Section 8.8 TIME OF THE ESSENCE

The parties agree that the objective of time limits, as provided for herein, is to effectuate a final conclusion of the subject matter of the grievance. In regard thereto, the parties specifically declare and agree that time is of the essence in the performance of all obligations pursuant to this ARTICLE and the Sections thereof.

The parties desire and mutually agree that the provisions of this ARTICLE and all Sections hereunder shall be strictly construed.

ARTICLE IX EMPLOYEE TUITION

Section 9.1 TUITION WAIVER

Bargaining unit members will be entitled to enroll with tuition waived in credit and non-credit courses and workshops offered by the College, which do not interfere with their scheduled hours of employment. Tuition charges for credit courses will be waived. Enrollments will be made on a space available basis after all tuition paying applicants have been accommodated.

After thirty (30) semesters of teaching, including summer sessions, the bargaining unit member may choose to transfer this tuition waiver benefit to a dependent. The determination of dependent status will be made by the Office of Human Resources using the definition of dependent from the Internal Revenue Service. Same and opposite sex domestic partner benefits are available with declaration of domestic partnership on file in the Office of Human Resources. Dependents of same and opposite sex domestic partners are eligible for this benefit.

After thirty (30) semesters of teaching, excluding summer sessions, the member, regardless of employment status, will be entitled to enroll with tuition waived in credit and non-credit courses and workshops offered by the College. Tuition charges for credit courses will be waived. Enrollments will be made on a space available basis after all tuition paying applicants have been

accommodated beginning the Thursday prior to the week instruction begins.

Fees for courses offered by third-party vendors, the Aviation Program and any course fees in excess of \$100.00 per course, are excluded from Tuition Waivers.

Section 9.2 ENROLLMENT

For all tuition waivers described in Section 9.1, enrollment is limited to four (4) credit hours per semester or the equivalent; a single class of five (5) credit hours. If the course for which the employee seeks to enroll does not have space available, and the employee is later allowed into the class from a waiting list, the employee is entitled to a full tuition waiver for that course.

ARTICLE X LEAVES OF ABSENCE

Any leave taken by any employee under this article shall not adversely affect that employee's seniority.

Section 10.1 ABSENCES

Employees will receive at the beginning of the semester one hour per semester of paid absence for each contact hour of load in a given semester equivalent week. A maximum of twelve unused hours may be carried over into the next semester and from spring semester to fall semester. Human Resources shall maintain a list of accumulated unused hours that are available to each employee. There will be no carry over if the employee terminates employment status.

Part-time librarians and dental clinic hygienists receive a pro-rata share of the Professional Support Staff contract's full-time allotment of sick and personal leave.

The Union in conjunction with Parkland College agree to waive the unpaid leave requirements of the Paid Leave for All Workers Act (820 ILCS/192). As such, the paid leave benefits and provision that govern their use included within this bargaining agreement remain as stipulated. However, the Union does not waive its right to demand to bargain to impact of any future changes in the law that may further modify statutory rights to Leave afforded bargaining unit members.

Section 10.2 JURY DUTY

Employees subpoenaed as witnesses or summoned as jurors shall be paid their normal salary during such appearances.

Section 10.3 BEREAVEMENT

Bereavement leave not to exceed five (5) consecutive calendar days per occurrence for the death of a member of the immediate family is granted without loss of pay. Immediate family is defined as including spouse, brother, sister, child, parent or a parent-in-law, or any other person living in the household.

Three (3) days bereavement leave shall be granted for grandparents, grandchildren, brothers-in-law, and sisters-in-law.

In addition, for immediate family members, grandparents, and grandchildren, an employee may take an additional 5 days unpaid. Request for additional unpaid leave time will not be unreasonably denied.

Section 10.4 EDUCATIONAL MEETINGS/CONFERENCES

An employee desiring to attend an educational meeting/conference relating to their position held off campus must secure prior approval in writing from the department chair. The absence will not be deducted from the employee's leave benefits.

Section 10.5 PROFESSIONAL MEETINGS

Employees may be granted leave with pay to attend special programs, workshops, or conferences, with the prior approval, in writing, of their department chair.

Section 10.6 FAMILY MEDICAL LEAVE ACT

Eligible employees shall be entitled to unpaid FMLA leave of up to 12 weeks during any "rolling" 12-month period as required by law. An employee may elect to use any accumulated absence hours to substitute for unpaid FMLA leave.

Section 10.7 ACADEMIC LEAVE

After 18 semesters of service including summer semesters, the employee may elect to take one unpaid semester off from any duties covered by this contract. The employee maintains seniority upon returning to employment. The employee is again eligible for one semester of unpaid academic leave after an additional 9 semesters of academic service.

After 24 semesters of service including summer semesters, if the employee has not taken academic leave, the employee may elect to take two consecutive unpaid semesters off (fall/spring or spring/fall) from any duties covered by this contract. The employee maintains seniority upon returning to employment. The employee is again eligible for two consecutive semesters of unpaid academic leave after an additional 18 semesters of academic service.

The process for requesting academic leave is:

- A. The employee shall submit a written request to their immediate supervisor and the Office of Human Resources by the start of the semester prior to the semester in which the academic leave begins, e.g. for Fall term, the request must be made by the start of spring, etc. The request shall include the reasons for the academic leave.
- B. The Office of Human Resources shall review and forward the request to the Department Chair, Dean, Union President, Associate Vice-President/CHRO for Human Resources, and Vice President for Academic Services for approval.

- C. The Office of Human Resources will notify employee of determination of their request.

No more than 6 semesters of academic leave shall be granted without loss of seniority over the course of employment.

Section 10.8 EMERGENCY LEAVE

An unpaid emergency leave of absence for medical reasons may be granted for up to 32 weeks without loss of seniority. This leave could include but not be limited to illness or accident of the employee or the employee’s immediate family which is defined as the employee’s spouse, partner, children, parents, or members of the immediate household. Emergency leave is for continual, not intermittent, absence.

Due to the emergency nature of this leave, and understanding the need to get courses staffed, if this leave would extend into a new semester, the employee will make reasonable effort to notify their department chair of projected return date a minimum of two weeks prior to the start of that semester. With this notice, the department chair will make reasonable effort to assign classes to the returning instructor according to Section 4.16 of this contract. The returning instructor is not assured of maximum desired load if the semester is already underway upon their return.

The process for requesting emergency leave is:

- A. The employee shall submit a written request to their immediate supervisor and the Office of Human Resources. The request shall include the reasons for emergency leave and the expected duration.
- B. The Office of Human Resources shall review and forward the request to the Department Chair, Dean, Union President, Associate Vice President/CHRO for Human Resources, and Vice President for Academic Services for approval.
- C. The Office of Human Resources will notify employee of the determination of their request

No more than 64 weeks of emergency leave shall be granted without loss of seniority over the course of employment.

Section 10.9 MILITARY LEAVE

In the event any employee is called to emergency military duty, the employee shall be granted up to two weeks’ emergency leave for such duty with pay.

**ARTICLE XI
BENEFITS**

Section 11.1 FITNESS CENTER

Employees shall be allowed to use the fitness center without cost. Enrollment in this non-

credit workshop may occur at any time in the registration period and is subject to Section 9.1 of this Agreement. Employees are expected to follow the rules of the facility for all uses.

Section 11.2 TRAVEL AND ACCIDENT INSURANCE

The Board of Trustees will provide travel and accident insurance coverage for all employees on a twenty-four (24) hour basis while these individuals are on business trips for the College. This insurance will be in effect while using a personal automobile or public conveyance, or riding as a passenger in an automobile.

Coverage does not include the following:

1. Routine travel to and from work.
2. Pilots or crew members in any civil or military aircraft.
3. Time spent on vacation or leave of absence.

The following benefits are provided:

1. \$100,000 for loss of life (principal sum), for the loss of any two members (hands, feet, or eyes, or combination).
2. \$50,000 for loss of either hand or foot or eye.
3. Total aggregate limit of indemnity is \$500,000 for all insured involved in any one accident.

Section 11.3 LONG-TERM DISABILITY INSURANCE

Employees who have participated in the State Universities Retirement System for a minimum of two (2) years will receive disability benefits as provided for in that system.

Section 11.4 HEALTH CARE INSURANCE

The College reserves the right to at any time offer a health care insurance plan to members who are deemed eligible per the Affordable Care Act. The College reserves the right, at its discretion, to determine the nature and extent of the health insurance benefits, to change such benefits, to determine the member contribution of such benefits, and to determine the carrier of such benefits.

ARTICLE XII COMPENSATION

Section 12.1 EMPLOYEE COMPENSATION

Compensation for credit classes per equated contact hour will be based on the following schedule. The Large Lecture Faculty Load Matrix will be used to calculate ECH and office hour requirements.

	<u>AY25</u>	<u>AY26</u>	<u>AY27</u>
Category I	\$1,300	\$1,352	\$1,406
Category II	\$1,350	\$1,404	\$1,460
Category III	\$1,375	\$1,430	\$1,487
Category IV	\$1,404	\$1,460	\$1,519
Category V	\$1,436	\$1,494	\$1,554
Category VI	\$1,466	\$1,525	\$1,586

Placement in the Category will be based on the following criteria:

- Category I Bachelor's degree or certification in the field of instruction and no experience.
- Category II Bachelor's or certification and five (5) semesters experience or Master's degree and no experience.
- Category III Bachelor's or certification and nine (9) semesters experience or Master's and five (5) semesters experience or Ph.D. and no experience.
- Category IV Bachelor's and thirteen (13) semesters experience or Master's and nine (9) semesters experience or Ph.D. and five (5) semesters experience.
- Category V Master's and thirteen (13) semesters experience or Ph.D. and nine (9) semesters experience.
- Category VI Master's and seventeen (17) semesters experience or Ph.D. and thirteen (13) semesters experience.

All experience credit will be for semesters of teaching credit courses at Parkland College. Employees are required to make category change requests to the Office of Human Resources within the first week of the start of the semester. Official transcript for highest degree must be on file with Human Resources for category placement.

For flight instructors for the Institute of Aviation, the Airline Transport Pilot (ATP) Certificate will be considered the equivalent of a Master's Degree when determining category placement.

The Ph.D. will include MD, DDS, JD, DVM, DH, DMH, and EDD degrees.

The upper limits of class size for Distance Learning courses will be the same as the upper limits for identical (or equivalent) classroom-based courses in the same discipline. If the class size for a specific Distance Learning course exceeds the prescribed upper limits and the class is to be taught by a member of the bargaining unit, then that member's equated contact hours shall be calculated in the same manner as that for a full-time faculty member.

Section 12.2 COMPENSATION FOR PART-TIME LIBRARIANS AND DENTAL CLINIC HYGIENISTS

A. Part-Time Librarians

1. The hourly wage for new part-time librarians will be \$29.41 in AY25; \$30.59 in AY26 ; and \$31.81 in AY27 .
2. Compensation will be increased by 4% for returning part-time librarians.

B. Dental Clinic Hygienists

The hourly rate paid to dental clinic hygienists will be based on the following schedule:

	<u>AY25</u>	<u>AY26</u>	<u>AY27</u>
Category I	\$42.37	\$44.06	\$45.83
Category II	\$47.12	\$49.01	\$50.97
Category III	\$52.27	\$54.36	\$56.54

A semester is defined as employment during Fall and Spring Semesters. No Summer Sessions are counted in this number. Placement in the Category will be based on the following criteria:

Category I No experience at Parkland College

Category II 10 semesters at Parkland College

Category III 20 semesters at Parkland College

Section 12.3 SUPPLEMENTAL RETIREMENT PLANS

Employees may participate in supplemental retirement plans on a salary-deduction basis.

Section 12.4 PAYROLL

Employees shall be compensated within thirty (30) days of work performed.

Employees assigned load over the traditional 16-week semester shall have the option to be paid on a four-month or five-month schedule for the fall and spring semester for that portion of their load. Payment on a five-month schedule requires notification of the Office of Human Resources within the first week of the start of the semester. Compensation for sections offered over lengths of time other than the traditional 16-week semester cannot be modified in this manner.

Section 12.5 EQUATED CONTACT HOURS

Course load is measured in equated contact hours for compensation purposes. A lecture

contact hour has a value of one (1). A ratio of 0.8 to 1 (one) shall be used for all non-lecture contact hours except in the following areas:

Teaching modules and tutorials – 0.75 to 1

Writing Laboratory, and learning assistance for basic academic skills – 0.43 to 1

Section 12.6 COST OF LIVING

If the cost of living, as measured by the Consumer Price Index (CPI) issued by the U.S. Department of Labor, Urban Consumers, U.S. City average to average change has increased above six (6) percent for the 12-month period ending the last day of December of any of the contractual years, each employee will receive, prior to the end of the fiscal year, a cost of living stipend independent of their base salary. The stipend will be based on the member's base pay for the previous two (2) semesters and calculated for each one (1) percent increase in the C.P.I., or fraction thereof, between six (6) percent and ten (10) percent.

To be eligible to receive the cost of living stipend, the employee member must have taught six (6) or more hours in each of the previous two (2) semesters.

Section 12.7 WORK BEYOND TEACHING

Employees will be paid either a stipend or \$40 per hour for administratively approved work beyond teaching.

Employees assigned to work beyond teaching will be paid as follows:

1. For assignments less than one full day (8 hours), employees will be paid at the rate of \$40/hours.
2. For assignments more than one full day (8 hours), employees will be paid ECH.

Hours attributable to any such assignment will be agreed upon between the employee and the division dean.

Each year or upon request by the union but no more often than each semester the Employer will provide to the Union a report of all duties categorized as Work Beyond Teaching which shall include the bargaining unit member performing the task(s), number of hours worked, and pay rate.

Section 12.8 ADULT EDUCATION – OFF-SITE TEACHING

Employees teaching adult education off- site are considered eligible members of this bargaining unit. Wages for these instructors teaching classes with fewer than eleven (11) students will be paid at \$34.16 for AY25, \$35.53 for AY26, and \$36.95 for AY27 per hour. Wages in any pay period will be 1/16 of ECH salary of the current salary scale when these instructors teach classes with an average of eleven (11) or more students. Employees teaching adult education off-site will be paid \$34.16 for AY25, \$35.53 for AY26, and \$36.95 for AY27 per hour for required meetings. If additional grant monies or other revenue is available, the College agrees to negotiate the pay for these positions.

**ARTICLE XIII
SEVERABILITY**

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

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

**ARTICLE XIV
NO STRIKE PROVISIONS**

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligation of the Board.

**ARTICLE XV
ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed, in writing, by the parties hereto.

The Board and the Union mutually agree that with respect to those matters which require collective bargaining under the provisions of the Illinois Educational Labor Relations Act, and not encompassed in this Agreement, no action shall be taken with regard thereto by either party without collective bargaining and agreement thereto.

With respect to all other matters not covered by this Agreement and the Illinois Educational Labor Relations Act, there shall be no requirement of collective bargaining incumbent upon the parties hereto.

The Board and the Union mutually agree that they shall not make unilateral changes in the Collective Bargaining Agreement. They further agree that they shall undertake no actions which have the effect of negating, abrogating, replacing, reducing, diminishing or limiting, in any way, employee rights, guarantees or privileges pertaining to wages, hours or other conditions of employment provided for in this Collective Bargaining Agreement and in any Illinois statute or statutes.

**ARTICLE XVI
PRINTING OF AGREEMENT**

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

will be shared under ARTICLE IV, Section 4.8 of this Agreement.

**ARTICLE XVII
TERMINATION**

This Agreement shall be effective on the 19th day of August 2024 and shall remain in force and effect until the day preceding the 2027 fall term.

**ARTICLE XVIII
WRITTEN NOTICE**

Any notice to be given to this Agreement shall be by certified mail, return receipt requested, and shall be completed by and at the time of said mailing. Written notice may also be served by personal delivery of such notice. Proof of such service shall only be by production of a receipted copy of such notice indicating the date of receipt and bearing the signature of a person authorized to so receive such notice.

Notice sent by the Board or the College to the Union shall be addressed as follows:

The President
Parkland College Part-Time Faculty Organization
2400 West Bradley Avenue
Champaign, Illinois 61821

And

Parkland College Part-time Faculty Organization
Local 4927, IFT/AFT-AFL-CIO
Parkland College
2400 West Bradley Avenue
Champaign, Illinois 61821

Notice sent by the Union to the Board or the College shall be addressed as follows:

The Board of Trustees of Parkland College
2400 West Bradley Avenue
Champaign, Illinois 61821

Or


Parkland College
Office of the President
2400 West Bradley Avenue
Champaign, Illinois 61821

Notice sent by the Board or the College to an employee of the College covered by this Agreement shall be addressed to the employee at the address last listed in the records of the Office of Human Resources of the College.

Either party may, by like written notice, change the address to which such notice is to be given.

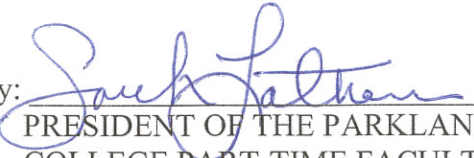
EXECUTED THIS 18th DAY OF September, A.D., 2024, AT CHAMPAIGN, ILLINOIS, by the undersigned, all having been duly authorized by their respective parties and intending to be legally bound hereby:

BOARD OF TRUSTEES

By: 
CHAIRMAN OF THE BOARD

By: 
SECRETARY

PARKLAND COLLEGE PART-TIME FACULTY ORGANIZATION

By: 
PRESIDENT OF THE PARKLAND COLLEGE PART-TIME FACULTY ORGANIZATION, LOCAL #4927