
PARKLAND COLLEGE

COLLECTIVE BARGAINING AGREEMENT

BOARD OF TRUSTEES

AND

PARKLAND ACADEMIC EMPLOYEES

AY 19 – AY 21

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COLLECTIVE BARGAINING AGREEMENT

This AGREEMENT is entered into on this 16TH day of MAY, 2018 by and between the BOARD OF TRUSTEES OF PARKLAND COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 505 (hereinafter referred to as the "Board"), and the PARKLAND ACADEMIC EMPLOYEES' ORGANIZATION (hereinafter referred to as the "PAE"), and only applies to said parties.

W I T N E S S E T H:

WHEREAS, the Board and the PAE have endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the professional educational employees represented by the PAE insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Parkland College and are consonant with the paramount interest of the public and the students of Parkland College;

WHEREAS, it is the intention of the parties to this Agreement to provide for negotiations on salaries, fringe benefits, working conditions, and other mutually agreed to terms and conditions of employment for full-time bargaining unit members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of Parkland 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
RECOGNITION**

In accordance with the Certificate of Representative issued by the Illinois Educational Labor Relations Board on

April 12, 1985, in Case No. 85-VR-0005-S and on February 2, 1999, in Case No. 98-UC-0005-S and by agreement, the Board recognizes the PAE as the sole and exclusive bargaining representative for all full-time faculty, professors emeritus who have previously been employed as full-time faculty for at least 15 years, full-time counselors, and full-time librarians, hereafter referred to as bargaining unit members, but specifically excluding part-time staff, supportive professional employees, nonacademic employees, and administrative and confidential employees.

**ARTICLE II
OPERATING PROCEDURES FOR CONTRACT DISCUSSIONS**

This statement sets forth the procedures and rules to be observed in discussion each contract period between the Board and the PAE Negotiating Committee (referred to as the "Committee") of the PAE on matters concerning the Collective Bargaining Agreement (referred to as the "Agreement").

- A. The duly elected members of the Committee or its representative(s) shall act as agents for the PAE subject to its final approval. Likewise, the Board may also designate its own representative(s) for discussion sessions.
- B. The unit for discussion shall include only those positions currently covered by Illinois Educational Labor Relations Board Certificate of Representative as noted in Article I.
- C. Areas for discussion shall include items currently contained in the Agreement, as well as other matters mutually agreed to by both parties, and those items required by the Illinois Educational Labor Relations Act.
- D. The procedures described below shall be followed by the Board and the Committee as a method of conducting discussions for the purpose of arriving at an Agreement for the ensuing contract period.

Upon the request of the Committee, the College President shall engage an outside consultant to respond to questions posed by the Committee on the financial data of the College, and submit a written response to both the Committee and the Board. The consultant shall be a CPA and shall be satisfactory to the

Committee and the Board. The consultant shall be paid by the Board, provided that the cost shall not exceed \$500 for each academic year.

The Committee may communicate to the Board on or about November 1 a tentative list of the concerns of the faculty and the areas it will bring up for discussion and agreement in the ensuing sessions. Likewise, the Board may also communicate to the Committee at this same time its own concerns and the matters it would like to have discussed.

On or about December 10, the Committee shall submit in writing to the Board its proposal for the provisions of the forthcoming Agreement.

On or before January 10, the Board shall submit in writing a response to the Committee's proposal. The response shall specify those areas in which the Board finds itself in agreement with the Committee's proposal, and it shall identify alternative proposals for those areas in which the Board finds itself in disagreement, along with the appropriate explanations. In addition, the Board may offer any further items that it deems appropriate for discussion.

Should there be any areas of disagreement, discussion sessions shall be held at mutually agreed times and places in order to reach an Agreement satisfactory to the agents of both the Board and the PAE by the first day of March. Tentative agreements established during the discussion sessions shall be placed in writing as they occur and shall be initialed by both parties. Any such tentative agreements are contingent upon reaching an overall Agreement.

By the first day of March the Agreement shall be submitted to the PAE for ratification and then forwarded to the President of the College for final approval by the Board.

The procedures outlined above are intended to set forth reasonable steps for the orderly progress of discussion, and every expectation is that they will lead to a mutually satisfactory Agreement between the Board and the PAE, thereby ensuring the best interests of the College. If, however, despite the best efforts of the Board and the Committee, agreement has not been reached, the representatives of either party may declare an impasse at any time after the first day of March, and the following procedure shall be put into operation:

- A. The Federal Mediation and Conciliation Service shall be requested by both parties to appoint a mediator from its staff. The mediator shall take whatever steps he/she deems appropriate to persuade the parties to resolve their differences and bring about a mutually acceptable Agreement. He/she will not, however, make findings of fact or recommend terms of settlement unless both parties so consent.
- B. If agreement has not been reached within 30 days of the appointment of a mediator, or within such further period of time as the parties mutually agree, statements of the final positions of both parties may then be released to the public by either party, but not at any prior time.
- C. Any costs involved in the above impasse procedure shall be shared equally by the Board and the PAE.
- D. Contracts shall not be issued to any person covered by the Agreement until an agreement for the ensuing contract period has been reached by the Board and the PAE, or until the mediation process set forth in this statement has been concluded. Likewise, the PAE will abide by these procedures to their completion and will initiate no action which will hinder the normal functioning of the College on any issue related to these discussions.

The procedures outlined in this statement are intended to work to the advantage of Parkland College by facilitating communication and discussion between the Board and the PAE on matters of vital concern to both. Should any of these procedures hinder rather than enhance the progress of such communication and discussion, any or all of the procedures may be amended or suspended by mutual consent of the Board and the Committee. Any provision herein which is now or may be in conflict with the laws of the State of Illinois shall be of no effect.

**ARTICLE III
SALARIES AND WORKING CONDITIONS**

A. Date of Contract

1. Contracts will be offered to all bargaining unit members covered by this Agreement as soon as possible after the Board and the PAE have approved this Agreement. Bargaining unit members offered contracts shall have 30 days from the date of the contract in which to sign and return their contracts.
2. Contracts for summer school assignments shall be offered as soon as possible after classes have been finalized.
3. A copy of the job description will be mailed annually to each PAE member.

B. Length of Contract

1. All teaching faculty will be granted academic year contracts. For full-time faculty, the academic year shall not exceed 175 days including instructional days, final exams, academic advising, registration, staff development, etc. During each registration period within the academic year, full-time faculty will provide academic advising on a rotating basis as assigned by their department chair or by the division dean in the absence of the department chair. Presently employed counselors and Library professional staff will be granted contracts consistent with their current contracts, but may be granted contracts for less than 215 days at their own request, provided the work load of the unit permits. Work load permitting, new counselors and new Library professional staff may be hired for contracts of less than 215 days.
2. The academic year contract requires two consecutive semesters of full-time load as provided in Article III Section M (Teaching Load) of this Agreement including all the attendant duties and responsibilities that accrue to full-time bargaining unit members as set forth in this Agreement and the Policy Manual. The academic year is determined by the college calendar as adopted by the Board.
3. The 215-day contract will begin on the first Monday following the second Friday of each August of this contract. Likewise, the 215-day contract will end on the second Friday of each August of this contract. The 215-day work schedules of counselors and Library staff will be determined by the supervisor after appropriate consultation with the staff member.
4. The 175-day contract will be the academic year. Other scheduling may be made with the approval of both the employee and supervisor.

C. Summer Session

Designation of faculty to be hired for summer employment (teaching and/or assigned projects) will be based upon recommendations of the department chair in consultation with the division dean and with the approval of the Vice President for Academic Services, and in accordance with the needs of the College. Compensation for summer baccalaureate, occupational, or remedial instruction will be increased by the total base salary increase percentage for each academic year covered by this contract. The summer 2019 rate will be calculated using the summer 2018 rate (\$1261 per equated contact hour) and increasing it by the total base salary increase percentage used for AY2018-2019. (Also see Article III, section M.2.)

D. Salary Increase

For budgeting purposes, the consensus was that FY2015 funding would be considered the new normal. Planning conservatively, we are using half of the FY15 number as the expected Net Projected Funding (NPF) for each year. Cumulative NPF values are shown in the table below. The BOT and PAE have agreed to base part of the salary increases for each contract year covered by this agreement on the cumulative Net Actual Funding (NAF) of state dollars appropriated by June 30 at

the end of the given FY. The Net Actual Funding (NAF) will be calculated by subtracting any SURS pension-related bills that are passed on to the College by July 1 at the beginning of the given FY from the funding appropriated to the College for credit hour reimbursement and equalization grants by June 30 of the same year.

Cumulative NPF (in millions)	Fiscal Year
\$2.378	FY19
\$4.756	FY20
\$7.134	FY21

Each regular bargaining unit member whose performance is judged to be satisfactory by the appropriate college official will receive a base salary increase as follows: (a) 175-day employees receive 2.75% of the base salary (previous contract salary) for each contract year covered by this agreement and (b) 215-day employees receive 2.75% of the base salary (previous contract salary) for each contract year covered by this agreement. This salary increase accrues to all bargaining unit members up to but not exceeding the upper limits of their respective salary categories.

If, as of July 1, for each fiscal year beginning in FY19 the state has not passed any SURS-related legislation that directly caused cumulative NAF to fall below cumulative NPF then base salaries will increase by an additional 0.25%. This may mean that contracts must be reissued to employees.

If, as of June 30, for each fiscal year beginning in FY19 the cumulative NAF is greater than or equal to the cumulative NPF, then base salaries will increase by an additional 0.5%. This may mean that contracts must be reissued to employees.

If both contingencies are met, the total increase to base salary would equal 3.50% for each year of this contract up to but not exceeding the upper limits of their respective salary categories. In the event contracts must be reissued during the academic year with retro pay due, PAE members must still be employed on a full-time basis in order to receive the additional increase and retro pay.

If the State of Illinois implements any SURS-related legislation that directly causes cumulative NAF to fall more than \$500,000 below cumulative NPF for the given fiscal year, then both the PAE and College Administration agree to reopen negotiations for this contract.

The 175-day category maximums will be raised by 2.75% for each academic year covered by this agreement. The 175-day category minimums will be frozen for AY2018-2019 and AY2019-2020. In AY2020-2021, category minimums will increase by 2.75%. The 215-day minimum for each category will be eight times the summer school rate more than the 175-day minimum. The 215-day maximum will be determined using the fact that the ratio of the 215-day category ceilings to the 175-day ceilings will be the same ratio as the 215-day to 175-day minimums. Please contact Human Resources for the current category minimums and maximums for 215-day positions.

Any salary increase for the next academic year for full-time faculty hired effective the spring semester will be equal to 50% of the normal base salary increase. For 215-day employees hired during the year, any salary increase will be prorated.

E. Category Ranges

Full Time Faculty Salaries – AY19
Annual Calculations

Category	AY2019 175 Day Minimum	AY2019 175 Day Maximum
II	\$41,587.81	\$73,250.29
III	\$46,683.63	\$79,621.12
IV	\$50,133.92	\$87,901.08
V	\$54,408.44	\$95,552.27
VI	\$56,872.30	\$103,829.63
VII	\$58,516.33	\$112,110.11

Category	Academic Credentials	Work experience and/or longevity in service
II	<ul style="list-style-type: none"> Bachelor's degree or less than a bachelor's degree 	<ul style="list-style-type: none"> Less than 3 years full-time equivalent (or 6000 hours) of work experience in relevant technical field.
III	<ul style="list-style-type: none"> Master's degree in subject field 	<ul style="list-style-type: none"> Less than 4 years full-time equivalent teaching experience in higher education
	<ul style="list-style-type: none"> Master's degree in subject field 	<ul style="list-style-type: none"> Less than 8 years full-time equivalent teaching experience in education outside of higher education
III	<ul style="list-style-type: none"> Bachelor's degree 	<ul style="list-style-type: none"> Minimum 3 years full-time equivalent (or 6000 hours) of work experience in relevant technical field
III	<ul style="list-style-type: none"> Less than a bachelor's degree 	<ul style="list-style-type: none"> Minimum 10 years full-time equivalent (or 20,000 hours) of work experience in relevant technical field
IV	<ul style="list-style-type: none"> Doctorate in subject field 	<ul style="list-style-type: none"> No additional requirements
IV	<ul style="list-style-type: none"> Master's degree in subject field Additional 15 or more semester graduate hours in subject field beyond the master's degree 	<ul style="list-style-type: none"> Minimum 2 years full-time teaching equivalent teaching experience in higher education
IV	<ul style="list-style-type: none"> Master's degree in subject field 	<ul style="list-style-type: none"> Minimum 4 years full-time equivalent teaching experience in higher education
	<ul style="list-style-type: none"> Master's degree in subject field 	<ul style="list-style-type: none"> Minimum 8 years full-time equivalent teaching experience in education
IV	<ul style="list-style-type: none"> Bachelor's degree 	<ul style="list-style-type: none"> Minimum 7 years full-time equivalent (or 14,000 hours) of work experience in relevant technical field
V	<ul style="list-style-type: none"> Doctorate in subject field 	<ul style="list-style-type: none"> Minimum 4 years full-time teaching experience in higher education
V	<ul style="list-style-type: none"> Master's degree in subject field Additional 45 or more semester graduate hours in subject field beyond the master's degree 	<ul style="list-style-type: none"> Minimum 5 years full-time teaching experience in higher education
V	<ul style="list-style-type: none"> Master's degree in subject field 	<ul style="list-style-type: none"> Minimum 11 years of full-time teaching experience
	<ul style="list-style-type: none"> Master's degree in subject field 	<ul style="list-style-type: none"> Minimum 8 years full-time teaching experience in higher education
V	<ul style="list-style-type: none"> Bachelor's degree 	<ul style="list-style-type: none"> Minimum 11 years full-time work experience in relevant technical field Minimum 5 years full-time teaching experience in higher education
VI	<ul style="list-style-type: none"> Doctorate in subject field 	<ul style="list-style-type: none"> Minimum 9 years full-time teaching service to Parkland College
VI	<ul style="list-style-type: none"> Master's degree in subject field 	<ul style="list-style-type: none"> Minimum 60 semester graduate hours in subject or related field beyond the master's degree Minimum 15 years full-time teaching experience which must include minimum 12 years of teaching service at Parkland College
VI	<ul style="list-style-type: none"> Master's degree in subject field 	<ul style="list-style-type: none"> Minimum 18 years full-time teaching experience which must include minimum 14 years of teaching service at Parkland College
VI	<ul style="list-style-type: none"> Master's degree in subject field 	<ul style="list-style-type: none"> Minimum 10 years full-time work experience in relevant technical field Minimum 12 years full-time teaching service to Parkland College
VI	<ul style="list-style-type: none"> Bachelor's degree 	<ul style="list-style-type: none"> Minimum 15 years full-time work experience in

		<ul style="list-style-type: none"> relevant technical field Minimum 12 years full-time teaching service to Parkland College
VII	<ul style="list-style-type: none"> Doctorate in subject field 	<ul style="list-style-type: none"> Minimum 16 years full-time teaching service to Parkland College
VII	<ul style="list-style-type: none"> Master's degree in subject field Additional 60 semester graduate hours or more in subject or related field beyond the master's degree 	<ul style="list-style-type: none"> Minimum 23 years full-time teaching experience which must include minimum 19 years of teaching service at Parkland College
VII	<ul style="list-style-type: none"> Master's degree in subject field 	<ul style="list-style-type: none"> Minimum 28 years full-time teaching experience which must include minimum 19 years of teaching service at Parkland College
VII	<ul style="list-style-type: none"> Master's degree in subject field 	<ul style="list-style-type: none"> Minimum 30 years full-time teaching experience which must include minimum 15 years of teaching service at Parkland College Minimum 5 years full-time work experience in relevant technical field.

The Vice President for Academic Services must approve any exceptions to category requirements.

Notes on Definitions

- Teaching experience in higher education = teaching in regionally accredited post-secondary academic institutions
- Teaching experience = teaching in higher education and/or teaching in K-12 or other systems
- Doctorate includes PhD, EdD, JD, and DMA
- Subject field = academic field for which faculty member is minimally qualified to teaching and his/her primary load assignment
- Relevant technical field = industry or work directly relevant to the technical area for which faculty member is hired to teach at Parkland and constitutes his/her primary load assignment

The following policies will apply with regard to category placement:

- Initial category placement will be made on the specific recommendation of the President. Absent demonstrated justification, personnel will not be initially employed in Categories VI or VII. Degrees must be earned and official documentation and/or written verification must be provided by the first day of the contract year to be used in the determination of the initial salary placement.
- Each newly hired member of the Collective Bargaining Unit will be given a worksheet explaining his/her initial category placement and any calculations used to determine his/her initial base salary. Any disputes concerning initial category placement or initial base salary shall be initiated no later than one year following acceptance of their initial full-time employment contract.
- The initial salary placement for faculty, counselor, and librarian positions will be based on the following Salary Placement Formula with a maximum total previous experience credit of ten (10 years) and per year increment or partial year increment (or multiplier) of \$1100 . For counselor or librarian positions the term "teaching" shall have substituted equivalent demonstrated responsibilities.

SALARY PLACEMENT FORMULA
 EDUCATIONAL INSTITUTION-RELATED WORK EXPERIENCE
 (COLLEGE, UNIVERSITY, HIGH SCHOOL)

<u>Experience (FTE)</u>	<u>Credit Value Per Year</u>
Higher Education ¹	100%
Other Education ¹	75%
Teaching Internship/Assistantship ²	50%
Teaching Assistantship ²	25%

¹ Full or part-time (For part-time higher education, divide the total ECH by 30).

² 90% or more direct teaching responsibility. (If the teaching assistantship was 100% teaching responsibility while having a minimum of a master's degree, then the credit value is 100% of the total ECH divided by 30.) Internship must be in a nationally accredited program. Any teaching experience involving less than 90% of the total teaching duties is treated the same as Research Assistant.

Other Related Professional Work Experience

<u>Experience (FTE)</u>	<u>Credit Value Per Year</u>
Full-Time for at least 9 months	100%
Part-Time	50%
Internship ³	50%
Research Assistantship ⁴	25%

³ Nationally accredited program doctoral level

⁴ Doctoral level

4. An option for a salary advance of up to one month's salary will be offered to all new bargaining unit members.

The following policies will apply to category/salary advancement:

1. Transfer from one category to another will be granted on the basis of performance and other relevant factors such as experience and improvement in qualifications. Category transfer requests due to longevity are due by February 28 to affect the next annual contract.
2. Bargaining unit members who complete the required work for an additional degree (50% or more of the course work/requirements must be completed after initial employment at Parkland and with proof supplied by the granting institution that the degree has been awarded) will be granted an additional increment (which becomes a part of the annual base salary) in the next contract offered as follows:

Advanced Technical Training.....	\$500 (maximum \$1000)
Bachelor's (if not previously earned).....	\$1500
Master's, second Master's, or advanced certificate.....	\$2500 per degree
First doctorate	\$3500

3. Advanced technical training will be awarded in \$500 increments added to base pay for the completion of 15 equivalent semester hours of comparable technical training to a maximum of \$1000. The training will be related to current teaching expectations or anticipated future expectations, and the advanced technical training will be pre-approved by the department chair and Vice President for Academic Services.
4. If a bargaining unit member has been accepted into a doctoral program and, while pursuing that doctorate, receives a master's or a second master's degree or an equivalent (e.g., advanced certificate or other specialist degree) under the aegis of that doctoral program, then

the bargaining unit member is immediately eligible to receive an increment of \$2500. Upon completion of the doctorate, the bargaining unit member will be eligible for an additional \$1000 increment for a total of \$3500 for the doctorate.

5. If the category ceiling prevents all or part of the increase being awarded, the part not granted immediately will be granted when the category ceiling permits. Bargaining unit members who obtain comparable advanced certification in their technical-vocational ranking/rating will be granted the same applicable additional increment.
6. Category transfer requests resulting from earning additional degrees are due by the first day of the contract year with the necessary official documentation and/or written verification.
7. Before contracts are issued to continuing employees, a base salary review process will take place. The review process will determine what the employee's base salary for the next year would be if the employee had been newly hired using that year's base salary placement formula. If the review process indicates the base salary would be higher using the new salary placement formula, the difference will be known as the adjustment. The adjustment will then be added to his/her current base salary and the adjusted base salary will be used to calculate base salary increases for the next contract year.
8. Credit for doctoral, other advanced degree or second Master's program must be in a related field.

F. Professor Emeritus

Full-time faculty who reach fifteen (15) years of full-time service and are at least 55 years of age at the time of retirement may be granted the title Professor Emeritus after they retire from Parkland College. Professors Emeritus may be assigned one course per fall and spring semester after non-Professor Emeritus bargaining unit members have received load and overload courses. Professors Emeritus receive assignments at their request and are contingent on department need and satisfactory job performance. Professor Emeritus status must be requested no later one calendar year preceding the retirement date. Declared retirement dates shall coincide with the end of an academic term (fall, spring, or summer). Alternative retirement dates must be approved by the Vice President for Academic Services.

Professors Emeritus must begin service the first fall or spring semester they are eligible to return to work according to SURS. To remain in Professor Emeritus status, the bargaining unit member must continue to teach each fall and spring semester. Professors Emeritus are subject to the normal evaluation process. They receive compensation at the overload rate (Article III, Section O). They receive one absence hour per contact hour of the course taught and must hold two office hours per course taught. Professors Emeritus do not receive any other benefits, including but not limited to: sick leave days, personal leave days, and professional development funds.

In addition, the following qualifications apply to a full-time faculty member requesting Professor Emeritus course assignment:

1. 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.
2. If a SURS Annuitant member works for another SURS institution or becomes an Affected Annuitant, the Union and the College agree that is cause for immediate termination.
3. 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.

4. 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.
5. 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.
6. 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.

G. Cost of Living

If the cost of living as measured by the Consumer Price Index (CPI) issued by the United States Department of Labor, Urban Consumers, U. S. City Average, average to average change has increased above six (6) percent for the 12-month period ending on the last day of December of any of the contractual years, each PAE member will receive prior to the end of the academic year a cost of living stipend independent of the base salary which is equivalent to one (1) percent of the PAE median salary (i.e., the median faculty salary reported by the College to the Illinois Community College Board) for each one (1) percent increase in the CPI, or fraction thereof, between six (6) percent and ten (10) percent.

To be eligible to receive the cost of living stipend, the full-time PAE member must be employed through the end of the fall semester of the index year. Full-time bargaining unit members assuming their responsibilities before July 1 of the index year will receive the full stipend, while those assuming their responsibilities between July 1 and December 31 will receive one-half of the stipend.

Example: If the CPI between December 2004 (as made available in January 2005) and December 2005 (as made available in January 2006) increases 7.6%, the cost of living stipend will be determined by multiplying 1.6% times the PAE median salary for the 2004-2005 academic year. If the median salary were \$42,000, the cost of living stipend would be \$672 and said stipend would be paid prior to the end of the 2005-2006 year.

H. Candidate's Contract Copy

Each candidate for a professional staff position at Parkland College shall be given a copy of the current Collective Bargaining Agreement and may obtain access to the Parkland College Policies and Procedures Manual at <http://www.parkland.edu/pnp/> for perusal prior to being offered a contract.

I. Category Transfer

Transfer to a higher category will be consistent with the guidelines of the categories in Article III Section E of this Agreement. Category requests are made to the Vice President for Academic Services.

J. Tenure

Tenure is subject to all relevant provisions of the Illinois Public Community College Act.

K. Faculty Instructional Coordinators/Program Directors

The decision to have coordinators/program directors is one of inherent managerial policy. Serving as a coordinator/program director is usually a voluntary assignment; if so nominated, the bargaining unit member has the final decision whether to accept the appointment. In cases where the member was hired explicitly to serve as program director, the appointment is not voluntary and may only be

rescinded at the request of the member with the approval of the Vice President for Academic Services.

Faculty instructional coordinators or program directors are selected by the department chair in consultation with the division dean and with approval by the Vice President for Academic Services for the purpose of assisting the department chair in coordinating the instructional and related activities in particular career program(s) or subject area(s).

Coordinator/program director positions shall be determined in terms of number of FTE faculty, enrollment, and complex nature of the discipline/program. Faculty instructional coordinators or program directors will be compensated by release time or overload pay stipend at the academic year rate or a combination of both as determined by the bargaining unit member.

The positions of director of counseling and director of the library, when faculty positions, are covered by this section as program directors; their selection for three-year terms will be consistent with the department chair selection process as described in the Policy and Procedures Manual.

Coordinators/program directors shall be appointed and reviewed on an annual basis. Stipends are not considered part of the bargaining unit member's base salary.

Coordinators/program directors are not required to be on campus during the summer except for assisting in making schedule adjustments and faculty assignments. When the program director or department chair determines additional program director duties are required over the summer session, duties must be documented in writing in advance and agreed upon between the program director and department chair with division dean approval. The program director will be compensated for summer duties via stipend. Every effort will be made by the chair and program director to schedule summer duties when the program director is available. If the program director is not available, and if there is another qualified PAE member to carry out the duties, the qualified PAE member will be compensated to complete the duties under the direction of the program director.

Coordinators/program directors are the official representatives of the department chairs and have assigned authority to perform the functions described in their position description.

Coordinators/program directors without compensation may also be appointed upon recommendation of the department chair and division dean with the approval of the Vice President for Academic Services and the consent of the bargaining unit member.

L. Performance Evaluations

Policy

1. The performance evaluation process is directed toward promoting excellence in teaching and learning. The activities and materials reviewed in the course of the performance evaluation are to identify areas of strength and areas for improvement in the bargaining unit member's performance of in-class and out-of-class responsibilities. If there are areas for a bargaining unit member's improvement, the department chair and the bargaining unit member will set goals for development. The performance evaluation is not intended as a punitive instrument or a disciplinary procedure, as provided in the Illinois Public Community College Act as Amended, Ch. 122-103 (B).

All performance evaluations should foster building relationships based on trust, mutual commitment, and team effort. The process should transfer ownership for instructional improvement to each bargaining unit member being evaluated. Such activities will ultimately result in an increase in a spirit of community.

2. Evaluation documents and materials prepared and gathered in this process shall be confidential and limited to the division dean, department chair or his/her designee, the bargaining unit member being evaluated, the Vice President for Academic Services, and the President.

3. The evaluation process will follow those described in the Performance Evaluation Procedures Manual. Full evaluations for full-time faculty are normally required during the first, third, and fifth semesters and then during the sixth and ninth years and every fourth year thereafter.
4. The full evaluation shall include the following components: (In the event there is significant reworking of the existing faculty evaluation system during the life of this contract, representatives from the PAE and BOT will write a Memorandum of Understanding to address this issue.)
 - a) a pre-evaluation conference to agree upon the optional components of the process,
 - b) a review of the bargaining unit member's written statement of philosophy, which will serve as one criterion evaluating performance,
 - c) a review of student evaluations since the last evaluation or since the beginning of teaching if no prior evaluation exists,
 - d) classroom performance observations by the division dean, department chair or a designee that is mutually agreed upon by the bargaining unit member and the dean or chair. (If either the faculty or the evaluator does not believe that the evaluator has the expertise to evaluate content, performance or to suggest improvements, the bargaining unit member and chair will choose an outside evaluator mutually agreeable to both parties. The outside evaluator puts such comments in writing. The Parkland evaluator would still be responsible for the policy, procedures, and report of professional activities portions of the evaluation. If the two cannot agree on an outside evaluator, the department chair will perform the evaluation.),
 - e) a review of faculty self-generated materials used in the classroom,
 - f) a discussion with the evaluator of the bargaining unit member's adherence to policies and procedures germane to instruction,
 - g) a written report by the bargaining unit member summarizing contributions to the department, to the College, and to his/her own professional growth since the last evaluation,
 - h) a post-evaluation conference where the bargaining unit member is shown a written report of the evaluation to read, discuss, and sign. The faculty signature is to acknowledge receipt of a copy of the evaluation and attest to the fact that the evaluation and process were discussed,
 - i) other activities as agreed upon by the department chair, division dean, and the Vice President for Academic Services with the bargaining unit member, and
 - j) student evaluations at eight weeks for all new faculty during their first semester at the College and participation in the mentor process for new faculty.
5. Consideration of one or more of the following professional growth components is encouraged, but optional. These activities may be suggested by the department chair, the division dean, the evaluator, or the bargaining unit member being evaluated, but they must be mutually acceptable before they are instituted in the evaluation plan:
 - a) planning professional development activities,
 - b) participating in a mentor program,
 - c) videotaping classroom performance, and then evaluating it,

- d) using the Center for Excellence in Teaching and Learning services, and
 - e) other components as agreed upon by the bargaining unit member and the department chair.
6. The student evaluation forms will be administered each semester to every class a bargaining unit member is teaching.
7. Due to the non-classroom nature of the Counseling and Library areas and their service-oriented responsibilities, these areas shall use evaluation instruments that are relevant and specifically applicable to such areas. The instruments shall be developed by each unit in consultation with the corresponding vice president, division dean, or his/her designee, and shall be generally inclusive of the principles given below:

Evaluation by the particular person who is trained to do so will be mutually agreed upon and based on the following:

- a) a pre-evaluation conference to agree upon the elements of the evaluation,
 - b) a review of the employee's statement of philosophy,
 - c) a review of the employee's self-generated materials, projects, or procedures,
 - d) a discussion of performance of assigned duties,
 - e) student ratings as obtainable by survey and/or follow-up questionnaires,
 - f) adherence to policies and procedures germane to the goals of the College, one's department/unit, and the mission of the College,
 - g) a written report summarizing contributions to the unit, to Parkland, and to professional growth,
 - h) other components as agreed upon by the evaluator and employee at the pre-evaluation conference,
 - i) a post-evaluation conference where the employee is shown a written report of the evaluation to read, discuss, and sign. The faculty signature is to acknowledge receipt of a copy of the evaluation and attest to the fact that the evaluation and process were discussed. The bargaining unit member has the right to attach a written response to the evaluation, and
 - j) completion of Form I (Professional Development Plan) of the Faculty Performance Evaluation Procedures Manual, as needed for required remediation. The Professional Development Plan is to be used to help faculty in areas of desired improvement and should be used in conjunction with follow-up conferences to verify completion of goals and activities.
8. A committee jointly appointed by the College President and the PAE President shall systematically review the general evaluation policies and procedures as well as the student evaluation form questions and procedures. The Vice President for Academic Services shall convene these meetings in even-numbered years and formalize any revisions.

Procedures

1. The Performance Evaluation Procedures Manual will serve as the guide for carrying out evaluation.

2. All evaluators will be trained in evaluation processes and procedures.
3. The student evaluation forms will contain four major parts:
 - a.) approximately 20 questions asked of all students across the College which concern general instructional areas of faculty performance,
 - b.) up to 15 questions common to all courses in a department or to those with a common prefix in a given department. These are intended to address the various discipline or laboratory/clinical issues of instruction. The department chair in consultation with the division dean is responsible for the generation and systematic review of these questions with appropriate bargaining unit members of the department,
 - c.) up to 5 questions are available for each individual bargaining unit member to ask of his/her students on issues such as specifically assigned readings or some new aspect of the course. These items are for the individual bargaining unit member's use, and they are not considered in the performance evaluation, and
 - d.) two or more general essay questions designed to elicit comments on the quality of teaching and the bargaining unit member's strengths and weaknesses.
4. The full evaluation shall normally occur one semester out of six for tenured faculty. The full evaluation must occur within every 4 years. All evaluations will be completed in the academic year they were begun.
5. The full evaluation for non-tenured faculty shall occur each fall semester.

M. Teaching Load

The College's Teaching Load Policy Contains the Following Provisions:

1. Load is assigned by the department chair in consultation with division dean and approved by the Vice President for Academic Services on the basis of department need. When possible, faculty members are limited to two preparations per semester.
 - a) Faculty members may be assigned 30 equated contact hours for the academic year. Normal Load will usually be 15 equated contact hours each fall and spring semester. Equated contact hours beyond Normal Load will be paid at the Overload rate. If the bargaining unit member consents, the 30 equated contact hours may be scheduled unequally between the fall and spring semesters with no more than 18 equated contact hours in one semester.
 - b) If sufficient equated contact hours are not available during the fall and spring semesters, the bargaining unit member may choose to fulfill his/her obligation by one of the following actions:
 - c) Teach summer school classes.
 - d) Perform other duties as assigned by the Vice President for Academic Services.
 - e) Teach a reduced Load for the academic year in question. The financial remuneration for this reduced load will be in accordance with the formula as specified in Article IV Section J (6) of this Collective Bargaining Agreement.

A ratio of 0.8 to 1 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 – 0.6 to 1

A ratio of one student to 1/3 ech shall be used as load for work experience courses in which a bargaining unit member is not required to be on site with the student. This does not apply to clinicals/practicums in the health professions area.

Contract hours for 175-day and 215-day professional employees shall be 40 hours per week. Hours in excess of 40 per week which have been approved by the supervisor in advance may be claimed as compensatory time.

2. The assignment of teaching loads for the summer session is based upon the equitable distribution of available courses for those qualified full-time bargaining unit members desiring summer assignments. During the 12 week summer session, a total of 15 ECH is permitted. If teaching a 3 week course, no more than 6 ECH can overlap. If teaching a 4 week course, no more than 8 ECH can overlap. Other class lengths (6, 8, or 12 weeks) that do not overlap with 3 or 4 week sessions are unrestricted up to 15 ECH. Any variance in this limit is subject to the approval of the Vice President for Academic Services upon the recommendation of the corresponding department chair and division dean.
 - a) Full-time bargaining unit members are not restricted on summer session teaching loads regarding the number of courses, sections, or contact hours that fall within the limits proscribed by the contract. The assignment of teaching loads for the summer sessions is based upon the equitable distribution of available courses according to the following priorities:
 - b) First option on assignments will be made available to those full-time bargaining unit members in the department who usually teach the majority of their regular teaching load in the particular course discipline.
 - c) Second option on assignments will be made available to those full-time bargaining unit members in the department who teach in a related discipline and are qualified to teach in the discipline as determined by the division dean.
 - d) Third option on assignments will be made available to those full-time bargaining unit members outside the department who are qualified to teach in the discipline as determined by the Vice President for Academic Services and recommended by the department chair.
3. Approval from the division dean in consultation with the Vice President for Academic Services must be granted if a faculty member is to be assigned more than one-half base load of online courses in one semester.
4. Full-time faculty will be given preference over others when assigning courses unless such preference would result in extraordinary scheduling problems.
5. Overload is not assigned to bargaining unit members without their consent. All arrangements for overload are negotiated among the bargaining unit member, department chair, division dean, and Vice President for Academic Services. Overload assignments are paid in accordance with the Collective Bargaining Agreement.
6. In the event that classes for overloads are not available during the evening, but are available during the day, day-time overloads will be considered. Full-time bargaining unit members are given first priority in being employed for overload and summer courses.
7. All full-time bargaining unit members are required to maintain five on-campus office hours per week during all weeks of the regular academic year in which classes are held. Office hours are to be scheduled at staggered times convenient to the needs of students. Office hours for summer classes will be set according to the following table:

ECH	Office Hours
0+ to 3	1
3+ to 6	2
6+ to 9	3
9+ to 12	4
12+ to 15	5

8. In the event that two or more sections of a particular course are regularly combined for lectures, the number of equated contact hours credited to the teaching load is determined in consultation with the bargaining unit member, department chair, division dean, and Vice President for Academic Services.
9. Librarians and counselors are granted compensatory time off for hours beyond the contract load including hours worked during holidays and between terms. Every effort is made to keep compensatory time to a minimum number of hours. Compensatory time which cannot be taken during the term in which it is incurred may be taken during the following term. Supervision and scheduling of compensatory time shall be the responsibility of the appropriate administrator.
10. For any bargaining unit member who, in order to make a regular load, must teach at a location outside the Champaign-Urbana city limits, if that commitment requires the bargaining unit member to travel forty-five miles or more per week as measured from Parkland, that bargaining unit member will receive 0.8 ech to compensate for travel time.
11. The upper limits of class size for Distance Learning courses will be no more than 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 full-time bargaining unit member, then the full-time bargaining unit member, the chair of the respective department, the division dean, the Vice President for Academic Services and a PAE representative will determine the appropriate equated contact hours.
12. If overload is available, Faculty Department Chairs may teach up to 5 ECH at the current overload rate in the fall semester and 5 ECH at the current overload rate in the spring semester subject to the overload assignment procedures in this agreement.
 - a. Additional teaching overload must be approved by the Vice President for Academic Services.
 - b. If load is available, a Faculty Department Chair may teach in the summer subject to the assignment procedures in this agreement. Summer teaching is compensated at the summer overload rate.
 - c. Teaching responsibilities are in addition to the Faculty Department Chair's responsibilities as Chair.
 - d. Fall and spring semester schedule, summer responsibilities and teaching opportunities are determined by the needs of the Department and Division, developed in consultation with the division dean and approved by the Vice President of Academic Services.

N. Release Time

In special circumstances professional bargaining unit members may receive release time for preparation of new material, or for expansion or revision of existing courses and programs. Release time shall be determined by department chairs in consultation with the division dean and appropriate personnel subject to the approval of the Vice President for Academic Services.

O. Overload

A representative of the PAE and the Vice President for Academic Services will annually co-present for Division Deans and Department Chairpersons a review/question answer session regarding the acceptable calculation of overload. The Board of Trustees reserves the right to designate an appropriate time for this presentation.

Compensation for instruction (beyond a Normal Load as defined by Article III, Section M) in baccalaureate, occupational, and remedial courses will be increased by the total base salary increase percentage for each academic year covered by this contract. The AY2018-2019 rate will be calculated using the AY2017-2018 rate (\$1261 per equated contact hour) and increasing it by the total base salary increase percentage used for AY2018-2019.

No more than two overload classes may normally be assigned to any one bargaining unit member during the regular college year. Qualified members of the bargaining unit will have first priority in being employed for overload classes.

P. Banked Hours

Banking is a practice that permits a faculty member to banked earned hours for later use. Banked hours may be used to lighten the contractual load of a faculty member so that he or she can undertake other life commitments or to meet contractual obligations when assigned classes are cancelled due to low enrollment.

At the end of each academic year, a faculty member may have a balance of banked hours that total no more than 30 equated contact hours.

The faculty member will observe the following requirements regarding the use of banked hours:

- a. When a faculty member accrues more than 10 banked hours, he or she must discuss intentions regarding banked hours with the department chair.
- b. Faculty members who intend to un-bank hours must give formal written notice to the department chair according to the following schedule:
 - i. A faculty member who intends to un-bank less than 15 equated contact hours in any one semester (not including summer) will inform the chair in writing no later than when class assignment preferences are due the previous full semester or as soon as extenuating circumstances arise; the department chair in consultation with the division dean has the right to refuse or reduce the requested use of banked hours on the grounds of department need.
 - ii. A faculty member who intends to un-bank 15 equated contact hours in any one semester (not including summer) will inform the department chair in writing at least 9 months prior to the planned un-banking and will work with the department chair to determine the feasibility of taking an entire semester off; the department chair in consultation with the division dean has the right to refuse the requested use of banked hours on the grounds of department need. Approval of the Vice President for Academic Services is required.
- c. Unless a faculty member has been approved to un-bank 15 equated contact hours, the faculty member is not released from the obligations of five office hours per week and participation in shared governance (ex. advising, committee work, program decision making, academic assessment) when he or she uses banked hours.
- d. Faculty nearing retirement must develop a plan on the use of banked hours with Human Resources to avoid incurring State Universities Retirement System (SURS) charges to the College due to excess compensation for creditable earnings (the SURS 6% rule). Developing a plan for the use of banked hours will follow this schedule:
 - i. If the faculty member's participation in SURS first began prior to January 1, 2011, and they are at least age 50 with 3 or more years of service in SURS, then a plan must be in place to un-bank hours. (For SURS participation prior to January 1, 2011, a participant is minimally eligible for a reduced pension at age 55 with at least 8 years of service.)
 - ii. If a faculty member's participation in SURS first began on or after January 1, 2011, and they are at least age 57 with 5 or more years of service in SURS, then

a plan must be in place to bank or un-bank hours. (For SURS participation on or after January 1, 2011, a participant is minimally eligible for a reduced pension at age 62 with at least 10 years of service.)

- e. The plan to un-bank by faculty who are nearing retirement must be approved by the Vice President for Academic Services. The faculty member eligible for retirement incentives should be aware that retirement incentives will be retained by the College until the member has reimbursed the College for the amount of the SURS charge to the College for the excess compensation.
- f. These requirements may be waived in face of documented extenuating circumstances with the approval of the Vice President for Academic Services. Denials are subject to the grievance process.

Q. 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:

- 1. Substitute pay is granted to cover classes missed because of faculty attendance at professional meetings and conferences. It is the responsibility of the bargaining unit member and department chair to arrange for the coverage of the bargaining unit member's classes.
- 2. On the first day of absence because of illness or personal business, the division dean together with the appropriate department chair determines whether classes and/or services will be cancelled or substitutes provided. For absences of longer duration, qualified substitutes from outside the College may be used. The academic departments with the assistance of appropriate administrators compile lists of qualified substitutes including members of the regular faculty and outside personnel.
- 3. Substitute faculty will be paid at the rate of not less than \$40 per hour for substantive instructional efforts only. In the case of extended substitute service (25 percent of total contact time), contractual arrangements conforming to the current Collective Bargaining Agreement (Article III, Section 0) will be made.

R. Reduction-in-Force – RIF

1. Decision & Notification

If a dismissal of a bargaining unit member for the ensuing school year results from the decision by the Board to decrease the number of bargaining unit members employed by the Board or to discontinue some particular type of teaching service or programs, the following provision shall apply except in the cases of employees hired under the terms of grant-funded or adjunct positions which are considered non tenure- track positions. As Board rights, these decisions shall not be subject to the grievance and arbitration procedure set forth in this agreement; however, all the procedures set forth in this section to implement this decision are subject to the grievance process of this agreement.

2. College-Wide Committee

Upon determination by the President that a reduction of members of the Collective Bargaining Unit may be necessary, the President of the College shall immediately convene a College-Wide Committee of which at least fifty percent (50%) shall be members appointed by the chair of PAE. Such Committee shall promptly review all pertinent data and report back to the President of the College within thirty (30) calendar days. Such pertinent data shall include, but shall not be limited to, current and projected course enrollments, courses taught by part-time faculty in affected areas, overload assignments in affected areas, and the seniority and qualifications (as defined in subparagraph 4 below) of all members in affected areas.

Affected areas as used herein mean programs identified by the President of the College as susceptible to reduction of members of the Collective Bargaining Unit. Such report shall be concurrently transmitted to the Board of Trustees for consideration by it no later than its next regular meeting. The Chair of the PAE or appointed designee shall have the right to address the Board at such a meeting with respect to such report, if the President presents a Reduction-In-Force recommendation to the Board. The above process will follow the time table below:

- a) By November 1
Determination by the President that a RIF may be necessary and College-wide Committee convened by College President.
 - b) By Regular January Meeting
If there is a RIF recommendation by the President, consideration of Committee report and President's recommendations to Board of Trustees.
 - c) By Regular February Meeting Board of Trustees
Layoff action taken by Board of Trustees.
 - d) By 60 days Before End of Academic Year Preceding Layoff
Notices of layoff action sent to affected member(s) of the Collective Bargaining Unit.
 - e) At beginning of following Academic Year
(August) Layoffs will commence.
3. If a determination is made for a reduction in the number of Collective Bargaining Unit members in a department, the following procedures will apply:
- a) (1) Tenured full-time members of the Collective Bargaining Unit employed before 1988-89 shall not be released if part-time and/or overload assignments are being maintained in their department, or in departments that were part of their former division, which would constitute a normal load consistent with all of the load provisions in Article III Section M. The individual must be competent to render service as defined in subparagraph 4.

(2) Tenured full-time members of the Collective Bargaining Unit employed in 1988-89 or later shall not be released if part-time and/or overload assignments are being maintained in their department which would constitute a normal load consistent with all of the load provisions in Article III Section M. The individual must be competent to render service as defined in subparagraph 4.
 - b) Probationary members of the Collective Bargaining Unit shall be laid off before tenured members of the Collective Bargaining Unit in the affected department who are competent to render service.
 - c) In the event of layoff of tenured members of the Collective Bargaining Unit within the affected department, the order of layoff shall be in reverse order of seniority as defined in sub-paragraph 6.

A department is classified as one of the nine instructional departments, the library and student services.
4. Competent to render service is defined as follows in accordance with faculty qualifications outlined by the Higher Learning Commission and the Illinois Community College Board:

Transfer Programs

- a) If a member of the Collective Bargaining Unit was employed before 1988-89, he/she will be deemed competent to render service in transfer areas if he/she:

- 1) has a master's degree with course work in the subject field or a master's degree in another academic field with a minimum of 18 graduate semester credits in the subject field
- b) If a member of the Collective Bargaining Unit was employed in 1988-89 or later, he/she will be deemed competent to render service in transfer areas if he/she has a master's degree in the subject field or a master's degree in another academic field with a minimum of 18 graduate semester credits in the subject field.

Occupational Programs - a member of the Collective Bargaining Unit will be deemed competent to render service in occupational programs if he/she has at least 2000 hours of related occupational experience and appropriate credentials (a bachelor's degree or an associate's degree in combination with industry recognized credentials) in the area(s) to be taught. In addition, he/she must satisfy the requirements of any appropriate accreditation agency and/or licensing agency.

Remedial Programs - a member of the Collective Bargaining Unit will be deemed competent to render service in remedial programs if he/she has a bachelor's degree with course work in the subject(s) taught.

Counselors - a member of the Collective Bargaining Unit will be deemed competent to render service as an academic counselor if he/she has a master's degree in Clinical Psychology, Counseling Psychology, Counseling or Social Work.

Librarians - a member of the Collective Bargaining Unit will be deemed competent to render service as a librarian if he/she has a master's degree in library science, or a related field.

5. Available Options - Those tenured members of the Collective Bargaining Unit who have received notice of impending layoff may select from one of several options.
 - a) Early Retirement - Those tenured members of the Collective Bargaining Unit assigned to programs, services, or areas of instructional specialization which have been targeted for reduction may request early retirement in accordance with the provisions of the Collective Bargaining Agreement. Assuming that they qualify for early retirement at the time that they are notified of impending layoff, the Board will waive the early notice provisions of this policy.
 - b) Displacement of Less Senior Members of the Collective Bargaining Unit - Tenured members of the Collective Bargaining Unit in programs, services, or areas of instructional specialization targeted for reduction may displace probationary members of the Collective Bargaining Unit and less senior members of the Collective Bargaining Unit provided that they are competent to render services as defined in subparagraph 4.
 - c) Layoff and Recall of Tenured Members - Tenured members of the Collective Bargaining Unit in departments targeted for reduction may choose to accept layoff status, in which case their names will be placed on a Recall List to be maintained by the Office of Human Resources.

Individuals who choose this option:

- (1) Will be sent copies of all job vacancy announcements, including administrative and classified positions and, for the period of twenty-four (24) months from the beginning of the school year for which the member was dismissed, any member shall have the preferred right to reappointment to a position entailing services he/she is competent to render prior to the appointment of any new member; provided that no non-tenured member or other employee with less seniority shall be employed to render a service which a tenured member is competent to render.
- (2) May accept employment outside the College, full or part-time, without jeopardizing their right to reappointment during the recall period.

- (3) May participate in group insurance plans to the extent allowed by law and/or by contracts with the various insurance companies.

If the Board shall determine to employ additional bargaining unit members any time during the recall period, such positions shall be offered first and in inverse order to the members of the Collective Bargaining Unit terminated hereunder in the pertinent departments. Such offer of employment shall be transmitted in writing by personal service or return receipt requested mail to the bargaining unit member's last known mailing address and to the PAE. If the bargaining unit member does not respond affirmatively to such offer within twenty (20) calendar days of such receipt or within forty (40) calendar days of the date of mailing, whichever shall first occur, the Board's obligation hereunder shall be terminated.

Any tenured member of the Collective Bargaining Unit terminated here-under and thereafter reemployed pursuant to the preceding paragraph, shall not suffer any loss of tenure or seniority rights as a consequence thereof.

If a recalled member of the Collective Bargaining Unit returns to full-time status, his/her salary will be his/her last full-time salary plus the salary increase which would have been awarded during the first year of his/her layoff.

The Collective Bargaining Unit member's preferred right to reemployment will last twenty-four (24) months unless the individual has waived his right through one of the following actions:

- (1) Resignation.
 - (2) Acceptance of another faculty position with the College.
 - (3) Failure to accept a faculty position for which he/she was qualified and competent to render all required services when offered by the College.
 - (4) Retirement.
- d) Layoff and Recall of Non-Tenured Members - For the period of twenty-four (24) months from the beginning of the school year for which the member was dismissed, any bargaining unit member shall have the preferred right to reappointment to a position entailed services he/she is competent to render prior to the appointment of any new member, provided that no non-tenure member or other employee with less seniority shall be employed to render a service which a tenured member is competent to render.
6. Seniority - Members of the Collective Bargaining Unit shall have seniority in departments based upon the date of hiring. Date of hiring shall mean the date the full-time contract was signed by the bargaining unit member. Conflicts of seniority among members with the same seniority date shall be resolved on the basis of the earliest date the application for employment form was received by the College. If conflicts of seniority cannot be resolved by the procedures outlined above, the conflict shall be resolved by drawing lots. Seniority is granted on the basis of when the member began to render service on a full-time basis in that department.
- a. Members of the Collective Bargaining Unit who were hired in a division which was subsequently split into two or more departments, will retain and continue to accrue seniority in the department(s) which he/she has rendered service.
 - b. Members of the Collective Bargaining Unit who have changed department on a full-time basis will retain and continue to accrue seniority in their original department. In addition, the member will subsequently accrue seniority in the new department.
 - c. A member of the Collective Bargaining Unit transferred to a new department shall not have bumping rights over existing tenured members within that department. Seniority is granted on

the basis of when the member began to render service on a full-time basis in that department.

- d. A member of the Collective Bargaining Unit who resigns and is later rehired will accrue seniority beginning with the last hiring date.
- e. Members of the Collective Bargaining Unit who have moved to administrative positions will retain tenure and continue to accrue seniority in their department. The seniority of administrators who have not held full-time faculty positions at Parkland College begins when they assume a full-time faculty position within a department.
- f. PAE representatives and the Office of Human Resources will review the seniority status of possible affected individuals before any reduction in force decision is made.

S. Criminal Background Checks

For those employees having direct contact with dual credit students, a criminal background check will be required. PAE members will be advised that a course to which they are assigned is dual credit. At that point, the PAE member may request reassignment. If, he/she chooses to take the criminal background check and afterwards is not qualified to teach the course, he/she will be assigned normal load for which he/she is qualified. Absent extraordinary circumstances, such as offenses relating to minors or drug possession with intent to deliver, no disciplinary action will be taken due to the results of the criminal background check.

T. Escape Clause

This Agreement contains no escape clause for either party.

**ARTICLE IV
FRINGE BENEFIT PROGRAM**

A. Medical Insurance

The College will offer a Base Plan and Medical Flexible Spending Accounts (FSA) over which it has control. The College will also offer a PAE Plan (Appendix A), so long as it doesn't exceed these projections:

Single Monthly Premium \$850 (ACA Rate)
Family Monthly Premium \$2,292 per month (ACA Rate)

The monthly premiums listed above reflect the current annual premium threshold amounts specified under the Patient Protection and Affordable Care Act with regards to the 40% excise tax. If, during the term of this contract, the IRS issues updated threshold premium amounts, the rates listed above will be indexed to the new premium amounts.

The College will pay each employee electing either the PAE Plan or a plan less expensive to the College, a monthly stipend calculated, during the annual policy renewal process, as follows:

$(\text{Single ACA Rate} - \text{Single PAE Value}) \times \text{Number of Single Covered Lives} + (\text{Family ACA Rate} - \text{Family PAE Value}) \times \text{Number of Family Covered Lives} = \text{Total Savings}$

$\text{Monthly Stipend} = (\text{Total Savings} / \text{Total Covered Lives})$.

The parties agree that the change in Monthly Stipend will be no more than plus or minus \$1,500 annually (no less than \$900/year and no more than \$3,600/year) over the life of this Collective Bargaining Agreement.

If, at annual renewal, the PAE Plan is projected to be subject to the Excise Tax imposed by the Affordable Care Act, the parties agree to modify the Plan. If the parties cannot agree to a modification

of the Plan before the commencement of the Plan Year and the PAE Plan is projected to be subject to the Excise Tax, employees selecting the affected Plan will pay a premium equal to the projected Excise Tax and the difference between the ACA Rate and the affected Plan rate.

If the PAE wishes to modify its plan for any other reason, the College agrees to assist in coordination between the PAE and the Third Party Administrator or other necessary process. The College and the PAE agree that any changes to the Plan may affect the Stipend and/or an employee contribution as noted above. If the parties cannot agree to a modification of the Plan before commencement of the Plan year the existing Plan will remain in effect.

B. Dental Insurance

The College will provide dental insurance to all full time bargaining unit members at no expense. Full time bargaining unit members electing family dental coverage will be assessed a monthly premium of \$4.50.

A schedule of dental benefits is attached as Appendix B.

C. Group Term Life Insurance

The College shall furnish all bargaining unit members an amount of group term life insurance equal to twice his/her base salary rounded up to the next \$1,000. This insurance shall have a double indemnity clause. Bargaining unit members may opt to purchase at their own expense additional term life insurance at group rates.

D. Travel and Accident Insurance

The College shall provide travel and accident insurance coverage for all bargaining unit members on a twenty-four (24) hour basis while these individuals are involved on business for the College. This insurance will be valid whether either using a personal automobile or public conveyance or riding as a passenger in an automobile.

1. This insurance does not cover routine travel to and from work. Accidents do not need to be confined to a conveyance, but must be incurred while on college business.
2. Those eligible are provided with insurance on local college business trips whether in or outside of the city of their residence.
3. Pilots or crew members in any civil or military aircraft are not covered.
4. Coverage is not provided to insured while on vacation or leave of absence.
5. The aggregate limit of indemnity shall not exceed \$500,000 for all insured involved in any one accident.
6. Benefits provided shall be as follows:
 - a. \$100,000 for loss of life (principal sum), and for the loss of any two members (hands, feet, or eyes, or combination).
 - b. \$50,000 for loss of either hand or foot or eye.

E. Long Term Disability Insurance

The College will provide all bargaining unit members, at no cost to the member, disability insurance equivalent to 60% of his/her base pay not to exceed \$5000 per month with a maximum benefit period of one day before Social Security normal retirement age. The qualifying period will be 90 days or exhaustion of sick leave, whichever is greater.

F. Right to Change Insurance Carriers

The Board retains the right to change insurance carriers or otherwise provide for coverage with respect to any of the above benefits as long as the level of benefits remains substantially the same.

G. Sick Leave

A bargaining unit member absent because of illness or accident of the member or the member's immediate family – including the bargaining unit member's spouse, children, parents, or other members of the immediate household – will receive full salary during such absence to the extent of his/her accumulated sick leave. Bargaining unit members shall earn 13 days per year if the member is on an academic year contract; 14 days per year if the employee is on a 215-day contract. Sick leave will be granted to bargaining unit members for summer employment at the rate of one-half day for half-time employment, and one day for full-time employment. Each bargaining unit member is responsible for accurately reporting all work-related absences to his/her department chair.

The days granted for sick leave become available at the beginning of each year of service. Unused days will be cumulative without limit as long as the employee is retained by the District; however, days of personal illness will not accrue or accumulate while the staff member is on leave of absence or on sabbatical. Full benefits are provided until the exhaustion of sick leave, even if available sick leave exceeds allotted FMLA leave.

Bargaining unit members on partial leave will be entitled to sick leave in proportion that the time served relates to a complete year of full-time service.

Per the Family and Medical Leave Act (FMLA), eligible bargaining unit members shall be entitled to Family Medical Leave of up to 12 weeks for each consecutive 12-month period for which eligibility criteria have been met. The initial 12-month period is measured forward from the date the employee first takes FML leave. The next 12-month period begins the first time FML leave is taken after completion of any previous 12-month period.

1. Intermittent FML: FML regulations define "intermittent" leave as "leave taken in separate blocks of time due to a single qualifying reason." Employees are required to use and exhaust accrued paid leave, starting with sick leave, before going on unpaid status. Accrued paid leave used will be counted concurrently with FML.
2. Non-Intermittent FML: Employees have the option to take unpaid leave. If they choose to use accrued paid leave, then sick leave must be used and exhausted first before using other paid leave. Use of accrued paid leave will be counted concurrently with FML.

H. Personal Leave

Individuals covered by this agreement will be granted two days of personal leave with pay per contract year for the purpose of caring for personal, legal, household, or family matters which require absence from professional responsibilities. Any unused personal leave during the year will accumulate up to a maximum of four. Accumulated personal leave days in excess of four will be added to the individual's accumulated sick leave. Bargaining unit members on 215-day contracts and those employed during the summer session will be permitted to use one additional day of their sick leave for personal leave purposes. Whenever possible, the appropriate vice president and division dean should be notified at least one week prior to the time such leave is desired. The personal leave benefit is not intended for the purpose of extending breaks in the academic calendar or holidays within the academic year. Requests to use personal time that have the effect of extending a break or holiday must be presented to the division dean or director (in case of counselors) in advance and pre-approved. For these instances, deans/director will grant personal leave if the event precipitating the request is deemed to be unique, extraordinary, and/or unavoidable.

I. Sabbatical Leave

For details concerning the College's policy on Sabbatical Leave, refer to the Parkland College Policy Manual in effect at time of question.

J. Leaves of Absence

Leaves of absence may be granted for medical or other reasons upon the recommendation of the President of the College and approved by the Board. It is understood that such leaves will be granted without pay. Leave requests must be in writing, submitted through the department chair, division dean, or other appropriate administrator, and recommended by the Vice President for Academic Services to the College President.

Applications for leaves must be filed by February 15 for the following academic year or any portion of that year. Leaves for unforeseeable reasons may be requested after this deadline. Bargaining unit members who have been granted a leave of absence are allowed to continue their institutional insurance policies at their own expense under COBRA continuation rules for the duration of their leave.

The following year's salary increase for an individual granted an unpaid leave for less than a full academic year will be prorated accordingly.

An individual who has been granted an unpaid leave of absence for an entire academic year will receive, upon return from leave, the salary the individual would have been entitled to during the year in which the leave was taken. For example:

The salary increases are 5% for 2002 and 6% for 2003. The bargaining unit member worked year 2001, went on unpaid leave during 2002, and returned full-time in 2003.

The bargaining unit member earned \$40,000 in 2001. The salary for 2003 is \$42,000 – \$40,000 plus 5%,

\$2,000 – the salary which would have been earned in 2002 had the leave not been taken.

The full-time bargaining unit member's seniority within the department will be affected during the leave of absence as follows:

1. Seniority credit will not be given for any time away from Parkland for an unpaid leave of absence.
2. Seniority credit will continue to accrue during a leave of absence where disability benefits are applied and salary is received.
3. If the leave of absence includes the use of paid disability benefits and unpaid time, seniority credit will be given only for the fraction of the year that pay was received.

No provision may be used to extend any leave of absence beyond one year; rare exceptions related to health may be recommended by the Vice President for Academic Services.

1. Bereavement Leave

Bereavement leave for full-time employees, not to exceed five (5) contract days within a ten (10) contract day period, 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 relative living in the household.

Three (3) contract days within a ten (10) consecutive contract day period bereavement leave shall be granted for grandparents, grandchildren, brothers-in-law, and sisters-in-law.

One (1) day bereavement leave shall be granted for the death of a close friend or family member not defined above, not to exceed (5) occurrences per Fiscal Year.

Employee may be required to submit documented proof of bereavement leave. Examples of documentation may include an obituary or program from service.

2. Maternity Leave

A bargaining unit member who cannot perform her duties for reasons of pregnancy or pregnancy-related disabilities may use her accumulated sick leave days as necessary.

3. Parental Leave

The Board will grant a bargaining unit member a Parental Leave of Absence without pay for a period not to exceed one full year to care for his/her natural or adopted children.

4. Military Leave

In the event a bargaining unit member is called to emergency military duty, he/she is granted up to two weeks' emergency leave for such duty with pay.

5. Leave for Required Court Appearance

No deduction in salary is made for any bargaining unit member required to appear in court as a witness or as a member of a jury. Any compensation for such court appearance accrues to the employee.

6. Partial Leave

If a bargaining unit member receives permission to carry a reduced load, payment is made on a prorated basis for that period. While on such a reduced load, he/she will continue to receive all fringe benefits but any salary increase would be prorated.

7. Absence Due to Attendance at Educational Meetings and Conferences

Attendance at educational meetings and conferences is granted by the Board without loss of salary. Advance approval must be secured from the division dean in accordance with established guidelines. Bargaining unit members authorized to represent Parkland College are reimbursed for their expenses subject to the provisions of the travel policy.

8. Occupational Disability Leave

Parkland College provides workers compensation benefits as provided by the Illinois Workers Compensation Commission.

K. Tuition Waiver

Bargaining unit members will be entitled to enroll with tuition waived in credit and noncredit courses and workshops offered by the College which do not interfere with the bargaining unit member's scheduled hours of employment. Enrollments will be made on a space-available basis after all tuition-paying applicants have been accommodated. Enrollment is limited to four credit hours per semester or the equivalent; however, bargaining unit members may register for a single class of five credit hours.

The spouse and dependent children of all bargaining unit members will be allowed to enroll with tuition waived in credit and noncredit courses and workshops offered by the College. This benefit also applies to spouse and dependent children of permanently disabled or deceased bargaining unit members. Enrollees may register during any registration period.

Fees are waived, except for courses offered by third-party vendors, the Aviation Program and any new course that has a fee of more than \$100.00 implemented during the term of this Collective Bargaining Agreement. Fees for all Personal Training courses are waived.

L. Retirement Incentive Program Part I

1. To be eligible a bargaining unit member must have been employed at Parkland on a full-time basis for at least fifteen (15) years and be at least 55 years old at the time of retirement. In determining 15 years of full-time employment, a leave of absence of any kind will not be counted. However, a sabbatical leave, either for a semester or for a year, will be counted in determining years of service.
2. Once reaching eligibility, the bargaining unit member has five contract years following the date in which he/she achieved eligibility in both years of service and age to retire under the plan and must declare no later than one calendar year preceding the retirement date to receive the benefits as stated in 3 below. Declared retirement dates should coincide with the end of an academic term (fall, spring or summer). Alternative dates must be approved by the appropriate Chair, Dean or Vice President. Application must be accompanied by documentation that the bargaining unit member consulted with SURS; such documentation validates that the bargaining unit member has checked and fully understands his/her own SURS information.

Before reaching eligibility to receive the benefit, bargaining unit members may request participation if they have accrued at least 12 years of service and are at least 52 years of age.

3. Benefit Schedule:
 - a) When a bargaining unit member declares retirement as specified above, he/she will receive a one-time stipend of 10% of the final base salary paid on the first payroll date after retirement. An amount equal to the final base salary will be paid in equal monthly payments over the four-year period beginning the month following the retirement date (48 monthly payments).
 - b) A stipend at retirement equal to four annual installments of the CIP (College Insurance Plan) indemnity plan annual rate divided by 69%, readjusted annually according to the new yearly rate. The initial stipend will be based on the July 1 rate closest to the retiree's retirement date.
 - c) Retirees may choose to remain in the Parkland Health Care Plan as required by COBRA.
 - d) Should the CIP Plan be discontinued, eligible retirees would be allowed to reinstate coverage under the Parkland Plan.
 - e) Upon the death of the participant prior to payment in full of the deferred benefit, such benefit shall be payable to the participant's surviving spouse, or, if there is no surviving spouse, to a designated beneficiary or the participant's estate.
4. A bargaining unit member younger than 55 with 25 years of full time service at Parkland may apply for participation in the plan. Those qualifying under the 25 year provision will retain the privilege of waiting until the fifth contract year following their 55th birthday to elect participation in the plan.
5. The College will provide free tuition at Parkland College for retiree, spouse, and dependent children, free admission to selected College events, and College mailings upon request.
6. Bargaining unit members whose early retirement announcement is accepted during one contract but whose actual retirement date falls in a later contract will receive the early retirement benefits in effect at the time when the bargaining unit member announces.

M. Long Term Faculty Recognition Award

To be eligible for the Long Term Faculty Recognition Award, the PAE member must reach fifteen (15) years of full-time service with the College and be at least 55 years of age at the time of retirement. If so qualified, the College will pay an amount equal to 60% of the final base salary in equal monthly payments over the four-year period beginning the month following the retirement date (48 monthly payments).

Application for the Long Term Faculty Recognition Award must be made no later than one calendar year preceding the date of ending full-time employment. Declared retirement dates should coincide with the end of an academic term (fall, spring or summer). Alternative dates must be approved by the appropriate Chair, Dean or Vice President. Application must be accompanied by documentation that the individual consulted with SURS; such documentation validates that the individual has checked and full understands his/her own SURS information.

Bargaining unit members whose early retirement announcement is accepted during one contract but whose actual retirement date falls in a later contract will receive the early retirement benefits in effect at the time when the bargaining unit member announces.

N. Earnings Increases Exceeding 6%

If, pursuant to any currently enacted, or amended, statutes, regulations, rules or calculations, the State University Retirement System (SURS) finds that a Parkland College retiree has excess compensation for creditable earnings, the Long Term Faculty Recognition Award (LTFRA) and Retirement Incentive Program Part I payments as delineated in this Collective Bargaining Agreement will be retained by the College in the order noted above until such time as the retiree has reimbursed the College for the amount of the SURS charge to Parkland College for the excess compensation. The Long Term Faculty Recognition Award monthly payments will be withheld until the amount is reimbursed. Retirement Incentive Program Part I monthly payments will only be withheld if the balance of LTFRA payments is less than required for reimbursement.

O. 1984-1985 Increment Percentage

Each bargaining unit member covered by this Agreement who was deemed eligible to receive the 8% 1984-1985 flexible fringe benefit will continue to receive a cash stipend equal to 8% of his/her current contractual base. This stipend will not be added to nor be a part of the contractual base.

P. Professional Development Allowance

The College will allocate \$36,000 per year to provide up to \$1800 per bargaining unit member per year for tuition and fees reimbursement at other regionally accredited institutions and/or tuition and fees for workshops/training sessions which are required by governmental or accrediting agencies for faculty certification in vocational programs. Reimbursement will be made upon evidence of successful course completion. Requests for approval must be made through the Vice President for Academic Services prior to enrollment.

In an effort to assist bargaining unit members to keep current in the technology, advanced technical training, or pedagogy of their disciplines, each bargaining unit member is encouraged to develop a professional development plan with his/her department chair and approved by the division dean in consultation with the Vice President for Academic Services. When a bargaining unit member completes 15 semester hours of approved professional development, an additional increment of \$500 will become a part of the annual base salary in the next contract. If the 15 semester hours are part of a later earned degree, the \$500 (available one time only) will be considered as an advanced payment toward any earned degree increment referenced in Article III, Section E, Paragraph 3; all other conditions of this section apply.

Q. Tax Sheltered Annuity

The College shall cooperate with all bargaining unit members who wish to participate in a tax sheltered annuity program on a salary deduction basis.

R. License Reimbursement

All bargaining unit members who are required to hold a current license in the field in which they teach will be reimbursed for the license fees by the College.

S. Wellness Program

Parkland College will reimburse 50% up to a maximum of \$200 per member per year for the development of an individualized program as needed by the employee, applied to smoking cessation and/or weight loss.

Coverage of prescribed pharmaceuticals for smoking cessation will be covered at the \$7 co-pay rate.

T. Domestic Partner Benefits

Same and opposite sex domestic partner benefits are available with declaration of domestic partnership on file in the Office of Human Resources. Article IV, Section A (Medical Insurance), Section B (Dental Insurance), Section C (Group Term Life Insurance), Section G (Sick Leave), Section H (Personal Leave), Section J (Leaves of Absence) sections pertaining to family matters, and Section K (Tuition Waiver) of the Fringe Benefit Program apply.

U. Travel

Parkland College will set aside \$500 per bargaining unit member per fiscal year for professional travel. Monies will be allocated to and distributed by departments. Unused or unallocated monies as of June 1 each year will be pooled and redistributed by the Vice President of Academic Services to departments who have used all of their travel funds.

**ARTICLE V
DISCIPLINE PROCEDURE**

Discipline of bargaining unit members is handled by the appropriate dean.

A. Discipline

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

B. Types Of Discipline

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. While the College supports the tenets of progressive discipline, the College reserves the right to skip any and all steps in a progressive discipline system.

C. 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.

D. 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, one (1) Union-designated representative, the supervisor involved, and the division dean or other designee of the Vice President for Academic Services. No other persons shall be present.

E. 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.

F. Representation

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

**ARTICLE VI
GRIEVANCE PROCEDURE**

A grievance exists when a member of the PAE or the PAE itself claims there has been a violation, misapplication, or misinterpretation of any of the specific provisions contained in this Collective Bargaining Agreement.

A. Conferences

The grievance resolution procedure allows for three conferences, one each at Steps 1, 2, and 3. These conferences are intended to permit open, free, and full exchange among participants. It is expected that all parties to a grievance will enter into the conferences in a spirit of mutual respect and with an earnest desire to seek resolution. Every effort will be made to schedule the conferences specified at Steps 1, 2, and 3 at times that do not interfere with teaching or other assigned duties of the bargaining unit members whose presence is necessary at the conferences. If conferences must be scheduled at times that conflict with duty assignments, bargaining unit members shall be released from their assignments to attend the conferences without any loss in pay.

B. Time Limits

Specified time limits in this procedure are maximum limits, and participants are encouraged to carry the procedure forward without undue delay. Time limits may be extended only by mutual consent of the grievant and the supervisory conferee. Failure by the grievant at any step in this procedure to request a conference or appeal at the next step without the specified time limits shall be considered acceptance of the decision at that step. Failure at any step in this procedure to communicate a written decision within the specified time limits shall permit the grievant to proceed to the next step.

C. Procedure

A grievance shall be resolved in accordance with the following procedure:

Step 1 – The grievant is encouraged to resolve complaints and disputes through free and informal communications with his/her immediate supervisor. At any conference called under this step, the grievant may be accompanied by a member or representative of the Grievance Committee, and the department chair may be accompanied by the division dean. If, however, such communications fail to satisfy the grievant, he/she must submit the grievance in writing to the department chair and division dean and forward a copy of the grievance to the Grievance Committee within twenty (20) school days of the first event giving rise to the grievance or within twenty (20) business days of when the grievant, through the use of reasonable diligence, should have become aware of the first event giving rise to the grievance. The grievance must be signed by the grievant. (For the counseling staff, the Dean of Counseling will function as department chair; for the Library and Center for Academic Success staff, the Director of the Library or CAS will function as department chair.)

Within five (5) school days the Grievance Committee shall write a response to the member's written grievance, either (1) identifying the issues and specific provision(s) of this Agreement which are relevant to the grievance, or (2) advising the member that, in the committee's opinion, no valid grievance exists. In the latter's case, if the member is not satisfied with the committee's findings, he/she may appeal in writing to the PAE. In the event of such an

appeal, the chair of the PAE, shall, within two (2) school days, appoint an alternate committee of three members who shall, within three (3) school days, review the relevant documents and render a decision. If the Review Committee finds in favor of the grievant, the grievance procedure continues with the Review Committee serving as the Grievance Committee for this grievance. The fourth member of the new Grievance Committee shall be the alternate from the original Grievance Committee. If the Review Committee confirms the Grievance Committee's findings, the grievance procedure comes to an end, and the member may no longer pursue the grievance through the PAE.

Step 2 – Within five (5) school days after the Grievance Committee or the Review Committee determines that a grievance exists, the Grievance Committee shall request a conference between the grievant and the appropriate vice president. The grievance shall be submitted to the vice president in writing, and he/she will schedule the conference. This conference shall take place within five (5) school days after the written grievance has been presented to the vice president, and shall include at least one member of the Grievance Committee. The vice president will advise the grievant and member(s) of the Grievance Committee of the time and place scheduled for the conference. The vice president shall communicate his/her written decision to all parties concerned within ten (10) school days following the conference.

Step 3 – If the grievance is not resolved through conference with the appropriate vice president, the Grievance Committee shall request a conference with the President of the College. This request shall be made in writing within five (5) school days of receipt of written notice of the vice president's decision and shall state the nature of the grievance, the disposition by the vice president, and the reason why such disposition is unsatisfactory. The College President will schedule a conference on the matter. This conference shall take place within five (5) school days after the written request for the conference is presented, and shall include the grievant and at least one member of the Grievance Committee. The College President will advise the grievant and member(s) of the Grievance Committee of the time and place of the conference. The College President shall communicate his/her decision in writing to the grievant and the Grievance Committee within ten (10) school days following the conference.

D. Arbitration

Should the College President's decision prove unacceptable to the PAE, the PAE may initiate arbitration by so advising the College President within fifteen (15) school days following receipt of the College President's response at Step 3. Thereafter, the parties shall attempt to agree upon an arbitrator within ten (10) school days after receipt of notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within said ten (10) school day period, the parties shall jointly request either the Illinois Educational Labor Relations Board or the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both parties shall have the right to strike two (2) names from the panel. The party submitting the grievance to arbitration shall strike the first two (2) names; the other party shall then strike two (2) names.

The person remaining shall be the arbitrator. Each party shall have the right to strike one (1) entire panel. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

The arbitrator shall be notified of his/her selection by a joint letter and shall be requested to set a date and time for the hearing, subject to the availability of the parties' representatives.

The arbitrator shall not have the right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. Subject to the provisions of this paragraph, the arbitrator's award shall be final and binding.

The fees and expenses of the arbitrator shall be divided equally between the parties; provided, however that each party shall be responsible for compensating its own representatives and witnesses. The parties shall have the right to have a transcript of the hearing made, provided that it

shall bear the full cost for the transcript, provided that if the other party desires a copy of the transcript the cost for the transcript will then be split equally between the parties.

E. No Reprisals

No reprisals shall be taken by the Board, the Administration, the PAE, or any of the members of the PAE against anyone because of his/her participation in this grievance procedure.

**ARTICLE VII
NON-INTERRUPTION OF SERVICES AND WORK**

During the term of this Agreement, neither the PAE nor any of the employees covered by this Agreement will instigate, promote, sponsor, or participate in any strike, sympathy strike, slowdown, stoppage of work, picketing or any other interruption of the operations of the College, regardless of the reason for so doing.

**ARTICLE VIII
DUES DEDUCTIONS AND FAIR SHARE PROVISIONS**

A. Dues Deductions

Upon receipt of a lawfully executed written authorization form from a full-time professional staff member covered by this Agreement, which may be revoked in writing at any time, the Board agrees to deduct the regular monthly PAE dues for such employee from his/her pay and remit such deduction to the person designated by the PAE to receive such deduction. The PAE will notify the Board of the exact uniform amount of the regular monthly membership dues to be deducted.

B. Fair Share

Employees covered by this Agreement who are not members of the PAE must pay to the organization a fair share fee for services rendered. The PAE shall certify to the Board the amount not to exceed the dues uniformly required of members which shall constitute each nonmember's fair share fee. The fair share payment shall be deducted by the employer from the earnings of the nonmember employees and paid to the PAE.

This Agreement safeguards the right of non-association of employees based upon bona fide religious tenets or teaching of a church or religious body of which such employees are members. Such employees are required to pay an amount equal to their proportionate share, determined under a proportionate share agreement, to a nonreligious charitable organization mutually agreed upon by the employees affected and the PAE to which such employees would otherwise pay such fee. If the affected employees and the PAE are unable to reach an agreement on the matter, the Illinois Educational Labor Relations Board will be requested to forward an approved list of charitable organizations to which such payments may be made.

The PAE agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the PAE agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the PAE with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

C. Indemnification

The PAE shall indemnify and hold harmless the Board, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that may arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any such provisions.

**ARTICLE IX
BOARD RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Board retains the sole right and authority to operate and direct the College in all respects, and such rights and authority include but are not limited to the following:

1. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs;
2. To hire all employees and, subject to provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to evaluate, promote and transfer all such employees;
3. To establish, modify, or eliminate courses of instruction, including special programs, and athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To establish or review policies, rules, and regulations;
5. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current Board policy, or as the same may from time to time be amended; and
6. To determine student placement, the master class schedule, the hours of operation, and the duties, responsibilities, and assignment of those in the bargaining unit.

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.

**ARTICLE X
ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. Unless specifically provided otherwise herein, for the term of this Agreement, each party waives the right, and each agrees that the other shall not be obligated, to negotiate over any subject, whether or not referred to herein, including the impact of the Board's exercise of its rights as set forth herein on terms and conditions of employment, even though the parties may not have thought about such subjects when they negotiated this Agreement.

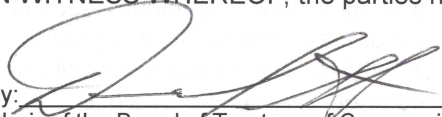
**ARTICLE XI
SAVINGS CLAUSE**

If any provision in this Agreement is or shall at any time be contrary to or unauthorized by law or applicable court decision, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law or applicable court decision; provided that in such event all other provisions of this Agreement shall continue in effect for the duration of this Agreement.


**ARTICLE XII
TERM OF THE AGREEMENT**

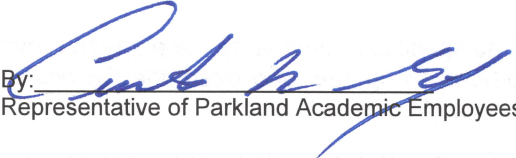
This AGREEMENT shall be effective as of the 13th day of August, 2018, and shall remain in full force and effect through two Sundays before instruction begins for the 2022 Fall Semester.

IN WITNESS WHEREOF, the parties hereto have set their hands this 16TH day of MAY, 2018.

By: 
Chair of the Board of Trustees of Community
College District #505 (Parkland College) Counties
of Champaign, Coles, DeWitt, Douglas, Edgar, Ford,
Iroquois, Livingston, McLean, Moultrie, Piatt, Vermilion,
and State of Illinois

By: 
President of Parkland Academic Employees

Attest: 
Secretary of the Board of Trustees of Community
College District #505 (Parkland College) Counties
of Champaign, Coles, DeWitt, Douglas, Edgar, Ford,
Iroquois, Livingston, McLean, Moultrie, Piatt, Vermilion,
and State of Illinois

By: 
Representative of Parkland Academic Employees

APPENDIX A

SUMMARY OF BENEFITS – HEALTH

PARKLAND COLLEGE
PAE QHDHP
SCHEDULE OF BENEFITS

Lifetime Maximum Benefits	Preferred Provider/ Non-Preferred Provider
Individual Lifetime Maximum Benefit	Unlimited
Temporomandibular Joint (TMJ) Disorder	\$2,500 per member
Wigs (following cancer treatment)	\$250 per member

The term "Lifetime" refers to the time a person is actually a Beneficiary of a welfare benefit plan sponsored by the Group and is not intended to suggest benefits beyond an individual's termination date.

Plan Year Maximum Benefits	
Inpatient Rehabilitation and Skilled Nursing Care	120 days
Outpatient Rehabilitative Therapy Services (Occupational, speech and physical therapies)	60 visits (treatment combined)
Speech Therapy for Pervasive Development Disorders	20 visits

The maximum benefits allowed for Preferred and Non-Preferred services are combined.

Plan Year Deductibles	Preferred Provider	Non-Preferred Provider
Single	\$4,000	\$6,000
Family	\$6,000	\$9,000

Deductibles apply to all services except Preventive Care/Wellness Benefits, Precertification Penalties, Second and Third Surgical Opinions and Vision Hardware Benefits. Deductible amounts accumulate separately for Preferred and Non-Preferred benefits. Aggregate Deductible - if one person is on the plan, he or she works toward the Single Deductible. If more than one person is on the plan, they work toward the Family Deductible.

Plan Year Out-of-Pocket Maximum	Preferred Provider	Non-Preferred Provider
Single	\$4,000	\$6,000
Family	\$6,000	\$9,000

Out-of-Pocket Maximums include Coinsurance, Deductibles and Copayments. Out-of-Pocket amounts accumulate separately for Preferred and Non-Preferred benefits. Out-of-Pocket Maximums do not include Penalties assessed for Failure to Preauthorize services. The Family Out-of-Pocket amount is satisfied when Family Members combine to meet the Family Out-of-Pocket Maximum amounts. The maximum Out of Pocket Maximum need only be met once per Plan Member per benefit year.

Preauthorization Penalty	Preferred Provider/ Non-Preferred Provider	
Failure to Preauthorize	\$250 benefit reduction (Multiplan Providers Only)	\$250 benefit reduction

NOTES:

Inpatient Services/Benefits	You Pay Preferred Provider	You Pay Non-Preferred Provider
Physician Services	0% after deductible	0% after deductible
Hospital Care	0% after deductible	0% after deductible
Maternity Care	0% after deductible	0% after deductible
Inpatient Rehabilitation and Skilled Nursing Care	0% after deductible	0% after deductible
Human Organ Transplant	0% after deductible	0% after deductible
Mental Health Care	0% after deductible	0% after deductible
Substance Abuse Treatment	0% after deductible	0% after deductible

Outpatient Services/Benefits		
Office Visit-Primary Care	0% after deductible	0% after deductible
Office Visit-Specialty Care	0% after deductible	0% after deductible
Routine Prenatal Care	0% - no deductible	0% - no deductible
Wellness Benefit Program: Annual Physicals, Injections, Immunizations, Mammograms, PAP Smears, Prostate Screening, Colorectal Screening, Cholesterol Screening	0% - no deductible	0% - no deductible
Well Child Care	0% - no deductible	0% - no deductible
Routine Eye Exams (Age 18 and under)	0% - no deductible	0% - no deductible
Outpatient Surgery	0% after deductible	0% after deductible
Diagnostic Testing (X-rays and laboratory services)	0% after deductible	0% after deductible
Mental Health Care	0% after deductible	0% after deductible
Substance Abuse Treatment	0% after deductible	0% after deductible
Home Health Care/Home Infusion	0% after deductible	0% after deductible
Hospice Care	0% after deductible	0% after deductible

NOTES:

Outpatient Services/Benefits	You Pay Preferred Provider	You Pay Non-Preferred Provider
Rehabilitative Therapy Services (Occupational, speech and physical therapies)	0% after deductible	0% after deductible
Emergency Services	0% after deductible	0% after deductible
Ambulance Services (must be medically necessary)	0% after deductible	0% after deductible
Urgent Care	0% after deductible	0% after deductible
Durable Medical Equipment and Prosthetic Devices	0% after deductible	0% after deductible
TMJ Disorder	0% after deductible	0% after deductible
Chiropractic Services and Spinal Manipulations	Not Covered	Not Covered
Retail Prescription Drugs (Limited to a maximum 30-day supply)	Tier 1: 0% after deductible Tier 2: 0% after deductible Tier 3: 0% after deductible	Tier 1: 0% after deductible Tier 2: 0% after deductible Tier 3: 0% after deductible
Mail-Order Prescription Drugs (Limited to a maximum 90-day supply)	Tier 1: 0% after deductible Tier 2: 0% after deductible Tier 3: 0% after deductible	Tier 1: 0% after deductible Tier 2: 0% after deductible Tier 3: 0% after deductible
Retail 90 Rx Prescription Drugs (Limited to a maximum 90-day supply)	Tier 1: 0% after deductible Tier 2: 0% after deductible Tier 3: 0% after deductible	Tier 1: 0% after deductible Tier 2: 0% after deductible Tier 3: 0% after deductible
Specialty Prescription Drugs	0% after deductible	0% after deductible
Smoking Cessation Medications	0% after deductible	0% after deductible
Infertility Services	0% after deductible	0% after deductible
Autism Spectrum Disorders	0% after deductible	0% after deductible
Other Covered Services	0% after deductible	0% after deductible

NOTES:

Retail and specialty prescription drugs may be prescribed by a Non-Preferred Provider but must be dispensed at a Preferred pharmacy or provided by a Preferred Provider.

Preferred Provider Coinsurance, if any, is based on the allowed or discounted amount.

APPENDIX B

SUMMARY OF BENEFITS - DENTAL



PARKLAND COLLEGE SUMMARY OF BENEFITS – DENTAL

Lifetime Maximum Benefit

Individual Lifetime Maximum Benefit for Orthodontic Services \$2,000

Plan Year Maximum Benefit (Per covered person)

\$2,000

Plan Year Maximum Benefit includes Preventive, Restorative and Major dental services.

Plan Year Deductible (Excluding medical expenses)

Single \$0

Family \$0

There is no Plan Year Deductible on this Plan.

Plan Year Service Limits

Limited to:

Oral Exams (Diagnostic services)	1 every six months
Cleaning of Teeth	2 every 12 months
Full Mouth X-rays	1 every 36 months
Bitewing X-rays	2 series every 12 months
Extra Oral Superior, Inferior Maxillary Films	2 every 12 months
Panoramic Film, Maxilla and Mandible X-rays	1 every 36 months
Fluoride Treatment	1 every 12 months
Space Maintainers	Children under age 14

Preventive Services

You Pay

Oral Exams	0%
Cleaning of Teeth	0%
Fluoride Applications	0%
Sealants	0%
X-rays (Full-mouth and bitewing)	0%
Emergency Office Visits	0%

General Services

Fillings	20%
General Anesthesia	20%
Injectible Antibiotics	20%
Extractions (Erupted teeth, including erupted wisdom teeth)	20%
Endodontic Procedures and Root Canal Therapy	20%
Periodontics	20%
Oral Surgery (Including pre- and post-operative care)	20%
Denture Repairs and Adjustments	20%
Repairs to Crowns and Bridges	20%
X-rays (Associated with restorative care)	20%

Major Services

Crowns and Gold Restorations	50%
Bridges	50%
Inlays	50%
Onlays	50%
Full and Partial Dentures	50%
Dental Implants	50%

Orthodontic Services

Orthodontics (Plan pays up to \$2,000 per lifetime)	50%
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Orthodontia benefits are not included in the \$2,000 Plan Year Maximum Benefit limit.