

# 2014

**Triton College Adjunct Faculty Association**

**IEA/NEA**


**Effective: July 1, 2014 through June 30, 2019**

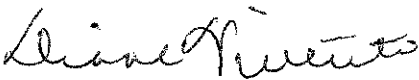


**DURATION OF AGREEMENT**

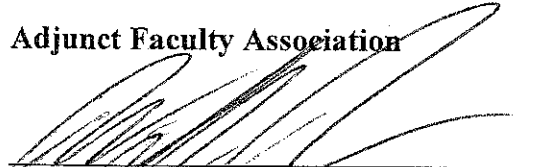
This agreement shall become effective July 1, 2014 and shall remain in full force and effect until June 30, 2019.


**Board of Trustees**


  
Chairman

  
Secretary

**Adjunct Faculty Association**

  
President

  
Vice-President

  
Vice-President



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# **ARTICLE I**

## **Mutual Purpose & Responsibility**

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## **Article I: Mutual Purpose & Responsibility**

Both the board and the Union enter into this Collective Bargaining Agreement (CBA) with the mutually agreed upon purpose of maintaining high standards of instructional quality and to support students' achievement of the widest possible range of educational, career and personal goals. To that end, the parties agree that, within the fiscal and legal constraints of a taxpayer-supported public institution, it is a shared goal to maintain quality working conditions and the economic well-being of employees.

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## **ARTICLE II**

### **Definitions**

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## Article II: Definitions

For the purposes of this agreement, the following terms as used in this agreement shall be defined as follows; however, paragraphs 5 through 16 are illustrative definitions only, for use within this agreement. The college, at its sole discretion, may make changes to these terms and definitions. To the extent that there is an economic impact to the change, the college will meet and discuss that impact with the union, and the union and the Board agree to bargain in good faith and to modify the financial aspects of the CBA in a fair and equitable manner. (Definitions 5 through 16).

1. "Adjunct Faculty Members (AFM)", "Part-time instructor(s)", "Part-time faculty", or "Employee(s)," and "member(s)" means any member of the bargaining unit as defined by Article III below.
2. "Union" or "Association" herein means the Triton College Adjunct Faculty Association, IEA-NEA.
3. "Bargaining unit" or "unit" means the group of AFMs represented by the Union as set forth in Article III below.
4. "Probationary Employees" are employees who have taught less than seven (7) semesters at the college and are otherwise members of the bargaining unit as defined in Article III below.
5. A "Non-probationary employee" is a member of the bargaining unit as defined in Article III below who has taught at least three contact hours per semester at Triton College for at least three (3) regular semesters of the prior six (6) semesters. Prior semesters of consecutive teaching as an employee for Triton College, including the two (2) semesters of teaching required to achieve bargaining unit eligibility shall count toward achieving non-probationary status.
6. "Board", "the employer", "administration", "college", "district", mean the Board of Trustees of Illinois Community College District No. 504, its trustees, officers, directors, and/or its' duly authorized administrative representatives.
7. "Semester" or "regular academic semester" means the Fall or Spring term of the academic year and excludes summer terms.

8. "Summer" or "Summer term" means the period between the end of Spring semester and the beginning of Fall semester and includes the first five-week session, the eight-week session and the second five-week session.
9. "Academic year" means the Fall and Spring semester of a Board-defined academic year.
10. "Qualified Hours" means hours which are taught in Credit, "E" courses, ABE or ESL programs. Hours taught in "C" courses, sponsored programs, or under independent contracts are non-qualified hours.
11. "Contact hour(s)" means (50-minute) hour(s) spent in the classroom each week during the class semester.
12. Total Contact Hours means number of lecture hours plus the number of lab hours multiplied by fifteen plus a final exam period.  
$$[(\text{Lecture} + \text{Lab}) * 15 + \text{Final Exam Period}]$$
13. One Lecture Hour Equivalent (LHE) equals 15 contact hours plus a final exam period.
14. "Credit" means academic courses taught that generate credits towards graduation.
15. "Non-Credit" means courses taught in Continuing Education and/or Adult Basic Education (ABE).
16. "Teaching" when used in this CBA means teaching at Triton College.

## **ARTICLE III**

### **Recognition and Eligibility**

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## **Article III: Recognition and Eligibility**

### **A. Description of the Unit**

The Board hereby recognizes the Union as the sole and exclusive bargaining representative for a unit of employees as follows: AFM (except retired full-time faculty teaching part-time) who have taught at least four (4) qualified semester credit hours or four (4) qualified contact hours in each of two (2) consecutive semesters and who continue to teach qualified hours. Instructors who teach "C" courses only and those who are working under an independent contract are excluded from this CBA. "C" courses and hours under independent contracts are considered "non-qualified" hours.

In the event that a qualified member of the adjunct faculty bargaining unit is employed by the college in a capacity that places that individual in another bargaining unit or administrative position at the college, the college shall have the right to, without limitation, in its sole discretion, limit the number of courses or hours that employee may teach, including, but not limited to, zero.

Such limitation shall not constitute a violation of the terms of this CBA and shall not be subject to the grievance procedure provided for in this CBA.

### **B. Hybrid/Blended Appointments**

Instructors who teach or are scheduled to teach a combination of credit and non-credit courses qualify for bargaining unit membership if the total number of actual instructional hours totals 64 per semester or the total number of contact hours totals 4 when credit and non-credit hours are combined at a rate of one (1) contact hour per sixteen (16) actual instructional hours. Hours taught under independent contract or "C" courses do not count toward bargaining unit membership.

### **C. Maintenance of Inclusion**

Any employee who qualifies for initial bargaining unit inclusion but who subsequently fails to meet the eligibility criteria set forth in Article III, Section A shall remain a bargaining unit member subject to the terms and conditions of this CBA for up to three (3) consecutive semesters provided that s/he teaches at least four (4) credit hours (or sixty-four (64) actual instructional hours in each semester), or if s/he has taken an approved leave in accordance with Article VI, Section F, paragraph 4.

#### **D. Re-eligibility**

Any employee who is removed from the bargaining unit because s/he does not meet the eligibility criteria set forth in Article III, Section A or Article III, Sections B and C must re-qualify by satisfying the eligibility criteria set forth in Article III, Section A. Additionally, AFMs who fail to teach at least four (4) qualified hours (or its equivalent) in at least one semester of a three (3) consecutive semester period must requalify for eligibility for inclusion in the unit by satisfying the eligibility criteria set forth in Article III, Section A. Anyone not currently employed does not have any rights under this CBA unless the college chooses to reemploy them. (For examples, see chart in appendix H.)

An AFM who elects to take zero hours of their own volition shall be considered not active, and therefore, does not have any rights under this CBA and does not have the right of re-employment unless the college chooses to re-employ him/her. These not active AFM's would be required to re-qualify for membership in the bargaining unit under Article 3, Section A, if re-employed by the college.

An AFM who has zero hours through "No Fault" of the AFM i.e., bumping, dropped section(s), section availability, or other college action (other than discipline and evaluation) shall retain rights of membership as an AFM throughout the affected "No Fault" period.

#### **E. Bi-Annual Determination of the Unit**

Unit membership will be determined after the mid-term date of the Fall and Spring semesters, (one week after the end of the first seven week period) based upon the criteria set forth in this Article. At the Union's request, the Board will notify the Union of the unit composition at least 10 business days prior to the commencement of the Fall and Spring Semester each year, based on the prior semester's determination of unit membership report.

## **ARTICLE IV**

### **Union Rights**

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## **Article IV: Union Rights**

### **A. No Reprisals**

No employee shall suffer reprisals for participation in Union activities.

### **B. Board Meeting Agendas and Minutes**

The Union will be furnished with notice consistent with notice given to other bargaining units of regular meetings of the College Board of Trustees, a copy of meeting agendas and any notice of special meetings of the Board of Trustees.

### **C. Union-Management Meetings**

The parties to the contract agree that it is mutually beneficial to encourage an open dialogue and sharing of information between Union representatives and the administration. To that end, the parties agree that labor-management meetings will promote such dialogue and sharing of information.

#### *1. College Labor Management Meetings*

As needed during the academic year, the College President or other administrative representatives selected by the President shall meet with the Union President at the College at a mutually convenient time and place for the purpose of sharing available information and addressing issues of mutual concern. The Union shall be included in those meetings called by the College President to which all other bargaining unit presidents are invited.

#### *2. Union Information Requests*

The Board and the College Administration shall supply the Union in a timely fashion with information requested by the Union consistent with their duties under the Illinois Educational Labor Relations Act and the Illinois Freedom of Information Act.

### **D. Length of Service Lists**

In conjunction with the composition of the unit, if the union so requests in writing, the Board shall provide the Union a length of service list of the bargaining unit members, ten (10) business days prior to the beginning of each regular semester, which list shall show, the bargaining unit members date of hire, service date, number of semesters taught, and all employees whose service has broken since production of the last length of service list. (Sample in Appendix A)

**E. Board Representation**

The Union shall appoint a member to participate in open meetings of the Board.

**F. College Committee Representation**

The President of the Union may recommend the one (1) representative to all College Committees that deal with issues affecting members of the Adjunct Faculty teaching bargaining unit.

**G. Union Office Space**

The College will provide the Union with an accessible, lockable and private office to conduct official Union business, which shall be equipped with desks, chairs, lockable filing cabinets, a local-access telephone and a working and reliable computer with access to the College's intranet and the internet.

**H. Meeting rooms**

The Union and its representatives shall receive the same treatment regarding room usage as all other active college bargaining units.

**I. Duplication Services**

The Union shall have the same access as other bargaining units to the use of College duplicating equipment at department rates for Union purposes. No College equipment or supplies may be used by the Union for lobbying or political purposes at any time.

**J. Bulletin Boards**

The Union and its representatives shall have the same right to post notices as other College bargaining units.

**K. Campus Mail**

The Union or its designated representatives may use the on-campus mail system for communications to bargaining unit members. All such communications shall identify the sending party. All members should have designated mailboxes as available within departments.

**L. Union E-mail, Internet, and Intranet Use**

The College shall provide the Union access to the College email, internet, and intranet for Union purposes as provided to other College bargaining units. No equipment or supplies may be used by the Union for lobbying or political purposes at any time.

### **M. Faculty Senate**

The union may have representation on the Academic Senate which will be determined by the senate bylaws.

### **N. Membership and Fair Share**

Each bargaining unit member, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Union or pay a fair share fee to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state and national dues. These dues or fair share fees shall be pro-rated and deducted from each employee's bi-weekly paycheck on four (4) specific payroll dates as set forth in the Union's notice to the College as tendered no later than the first week of classes each Fall and Spring semester (subject to College confirmation of the availability to deduct on the dates specified).

#### *1. Notice of Membership Dues and Fair Share Fee Amounts*

The Union shall advise the Board of the Union's membership dues and fair share fees on an annual basis. Said notices shall be transmitted to the Board's Vice President over Human Resources and copied to the Board's General Counsel.

#### *2. Deduction of Membership Dues and Fair Share Fees from Bargaining Unit Members' Pay*

The Board shall deduct:

a) Membership dues upon the receipt of a signed membership enrollment form, which deduction shall be made in the pay period immediately following receipt of the enrollment form; or, within two (2) weeks.

b) Fair share fees, commencing with the pay period immediately following the expiration of thirty (30) days from the commencement of duties by the bargaining unit member or the effective date of this Agreement, whichever is later.

3. *Fair Share Fees for Religious Objectors*

The Union shall not retain a fair share fee from a bargaining unit member who objects to payment of the fair share fee on the basis of a *bona fide* religious tenet or teaching of church or religious body of which the employee is a member or belief sincerely held with the strength of traditional religious views. Instead, upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Union policy and the rules and regulations of the Illinois Educational Labor Relations Board.

4. *Turn over of Deducted Membership Dues and Fair Share Fees to the Union*

Membership dues and fair share fees deducted from bargaining unit members pay shall be paid over to the Union no later than ten (10) days following their deduction.

5. *Union's Duty to Indemnify and Hold the Board Harmless*

In consideration of the above described service rendered by the Board of Trustees of Community College District No. 504, its members, officers, agents, and employees, the Union hereby releases, discharges, indemnifies and saves harmless the Board of Trustees of Community College District No. 504, its members, agents and employees, for and from any and all liability of any nature whatsoever arising as a result of any action taken or not taken pursuant to the authorization herein given. It is expressly understood that this hold harmless provision shall not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board in the execution of the obligations imposed upon by it by this Article.



## **ARTICLE V**

### **Working Conditions**

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## **Article V: Working Conditions**

### **a. Orientation**

Annually, the College shall provide an orientation for employees teaching at the College for the first time. The Orientation shall include instructions on how to access the District-wide References and College and Departmental Information set forth in Sections e. and f. below. The orientation shall be scheduled in close proximity to the commencement of the Fall and Spring Semesters and shall be offered at various times during the day and evening to ensure that all part-time instructors are able to attend at least one session. Members of the bargaining unit may be invited to the orientation meeting regardless of whether or not they are teaching at the College for the first time, or a returning AFM. Attendance may be mandatory with compensation under Article X, or voluntary, as determined by the College.

The Union executive committee will be invited to attend the orientation meeting(s). Representative(s) of the Union shall be afforded an opportunity to make informational presentations at the orientation.

### **b. Access to Resources**

1. The college at its sole discretion shall allocate shared office space at the main campus, as available, for AFMs, based upon the needs of the college. Reallocation based upon such needs shall not be subject to the grievance procedure.
2. The college and the union agree that it is appropriate for part time employees to have access to equipment, technology and resources to assist them in attaining their teaching goals. Need for access is determined by each situation and varies by department. Request for access to resources not provided should be made to the department chairperson/coordinator or mid-manager with final approval resting with the Dean.

### **c. Teaching Materials**

At least one week prior to course start when possible, each employee teaching a course is entitled to use a copy of the instructional media and of any related material such as a workbook or exercise book subject to publishers' restrictions. Employees will be responsible for following departmental procedures for obtaining complimentary materials from publisher.

**d. Copier**

Each employee shall have access to duplicating resources as determined by the departmental budget manager.

**e. College-wide References for Employees**

The college's web-site will include links to the following information pertinent to the employee and to which employees will have access:

1. The Board's Policy Manual
2. The Faculty Handbook
3. Student Policy Manual
4. A directory of all full-time and employees, administrative, professional and clerical personnel working in the College with extensions and office numbers, as available.
5. This Adjunct Faculty Collective Bargaining Agreement.

**f. College and Departmental Information for Employees**

1. *Faculty Handbook*

The College will make available to part-time faculty a copy of the College's Faculty Handbook if not available under Article V Section E.

2. *Departmental Information*

Within twenty (20) days of the first day of each semester, the Department will make available to employees the following information as available:

- a. Departmental procedures with respect to textbooks, course syllabi, and other academic matters.
- b. Information regarding access to available instructional material, labs and other departmental resources as applicable.

**g. Independent Study/Individualized Instruction**

Independent study approval must be made in a prompt and timely manner. Part-time Instructors will be compensated at the rate of 1/20 of instructor's regular course pay per student.

## **ARTICLE VI**

### **Adjunct Faculty Member Rights**

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## **Article VI: Part-time Instructor Rights**

### **A. Academic Freedom**

Institutions of higher education are conducted for the common good and not to further the interests of either the individual teacher or the institution as a whole. The common good depends on the free search for truth and its free exposition.

Academic freedom is essential to these purposes and is fundamental for the protection of the rights of the teacher in teaching and of the student in learning. It carries with it duties correlative with rights.

Academic freedom shall be guaranteed to all adjunct faculty members and no arbitrary limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning man, societies, the physical and biological world, and other branches of learning.

Adjunct faculty members shall be free to present instructional materials which are pertinent to the subject and level taught and shall be expected to present all facets of controversial issues in an unbiased manner.

As an individual of learning and a representative of the college, he/she shall remember that the public may judge the teaching profession and the college by his/her utterances. Hence, he/she shall exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that he/she is not an institutional spokesperson.

If an individual or a group has a complaint about a part-time instructor's conduct in the classroom, material being presented in the classroom, library materials, or other instructional materials, the complaint shall be handled as follows:

1. All complaints shall be submitted in writing and bear the signature of the writer(s), along with contact information and submitted to the Department Chairperson/Coordinator and the Dean of the area.
2. Every attempt to resolve the complaint will be made at the department/dean level.
3. If a resolution does not occur through the above, the complaint shall be referred to a committee for review and a resolution recommendation and the Adjunct Faculty Association President shall be notified of the complaint.

The review committee shall consist of five (5) members. The Adjunct Faculty Association President shall appoint two (2) members from among the bargaining unit members. Two committee members shall be administrators appointed by the College President. The final member shall be, when possible, a full time tenured faculty member in the academic area from which the complaint arises, appointed by the Full Time Faculty President.

In the event there is no full time tenured faculty member in that academic area, or when there is no full time faculty member at all in the affected academic area, then a tenured faculty member from a reasonably related academic area shall be appointed by the Full Time Faculty President.

4. After completing its review, the review committee shall submit a written recommendation to the AFM Union President.
5. The AFM Union President shall review the committee's recommendation and shall forward it, along with his/her own recommendation, to the College President, with a request to present it to the Board of Trustees with the recommendation of the college president.
6. Any disputed materials shall remain in use in the college until the Board shall take formal specific action to remove the materials.
7. In disposing of a complaint, the Board shall not violate the academic freedom section of this agreement.

## **B. Participation in Committees and Departmental Meetings**

The Board agrees that it is desirable that employees participate in any and all College-wide committees and departmental meetings and will only be compensated as specified in Article X.

### *1. Appropriate College Committee Meetings*

The Board agrees that the College President will invite participation of employees on all appropriate College Committees formed by the College for faculty or other employee participation. The President of the Union may recommend to the College President the one (1) representative invited to participate from the Adjunct Faculty teaching bargaining unit



## 2. *Presidential Search Committee*

The Union shall appoint employees to serve on Presidential search committees as set forth by Board Policy.

## 3. *Departmental Meetings*

Adjunct instructors shall be invited to attend scheduled departmental meetings in their academic departments, and at least one (1) adjunct faculty member will have rights of participation that the full-time faculty members have, as determined in each academic department.

## 4. *Selection of Department Chairs/Program Coordinators (credit) and Program Directors (non-credit, ABE and ESL)*

In the spirit of shared governance, the adjunct members of the department shall select one adjunct to serve as their representatives for the selection of chairpersons/coordinators where appropriate. The President of the Union may recommend the one (1) representative to all College Committees that deal with issues affecting members of the Adjunct Faculty teaching bargaining unit.

### **C. Non-discrimination**

The Board and the Union shall not unlawfully discriminate against any employees or applicant for Board employment or for Union membership on account of any characteristic or right protected by law.

### **D. Union Representation**

Subject to applicable law, the employee shall have the right to assistance from a duly authorized Union representative at grievance meetings, investigatory meetings that may lead to discipline or termination, and at disciplinary meetings.

### **E. Personnel Files**

#### 1. *Official file*

In light of their status as “at will” employees, there shall only be one (1) official personnel file per part-time faculty member. Only the contents of the official College personnel file may be used in relation to the employee. Part-time faculty members’ official personnel files may be disclosed to qualified college personnel and shall not be disclosed to any other party without the express written consent of the affected part-time faculty member

or as ordered by a court of competent jurisdiction. Nothing may be removed from this file, except by human resources personnel only; for purposes of copying.

2. *Addition of Negative Material.*

- a. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the file unless the employee has had an opportunity to read the material and affix his/her signature to the copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the contents. Materials in the official cumulative file must be time stamped when placed in the file.
- b. Upon written request by an employee submitted twenty-four (24) hours in advance, they shall be permitted to examine in the Human Resource department their official cumulative file, but not to mark, destroy, or remove any of the contents.
- c. In the event that an employee refuses to sign a statement to the effect that he/she has read material to be added to his/her file, the appropriate Human Resources representative shall notify the Union, who shall verify receipt of a copy of the material with the Human Resource department. A copy of the union receipt and the subject material will then be forwarded to the individual and placed in their personnel file.
- d. Upon written request, an employee shall receive a copy of material in his/her files. The first request shall be without charge, thereafter, the employee shall pay current per page rate established by the college and charged for all requests made under FOIA.

3. *Addition of Material by the Employee.*

Employees may submit relevant material to be placed in his/her file by the Administration. For purposes of this section "relevant material" means items germane to the employee's credentials, work, professional and personnel histories. The Administration shall place material submitted by the employee in his/her personnel file within fourteen (14) calendar days of receipt.

## **F. Leaves and Absences**

Leave shall be granted as required by law for Jury duty, Military duty or other allowed absences as mandated and ordered by state or Federal law.

- The Parties agree that in the case of an AFM absence, the AFM shall reasonably notify in advance, the Chair/Coordinator of the absence
- The Chair/Coordinator shall make arrangements for the substitute.

### **1. Court Appearance**

When an employee is called to serve on a jury, if the employee reports but is excused from serving with  $\frac{1}{2}$  of the working day or more remaining, the employee shall return to work. When an employee serves on jury duty, the employee shall not suffer loss of compensation.

When an employee is called to appear as a witness, if the employee reports and is excused from serving with  $\frac{1}{2}$  of the working day or more remaining, employee shall return to work. Employees shall not be compensated by the college for serving as a witness unless personal days (below) are utilized to cover such appearance.

### **2. Military Leave**

A military leave of absence shall be granted to any adjunct faculty member who shall be inducted for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard of any reserve component of the United States Armed Forces. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have been had he/she taught in the college during such period.

A military leave of absence shall be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces. The instructors will receive full pay for a period not to exceed two (2) weeks of time and will pay to the district the amount of compensation received from the Armed Forces during that period. A military leave of absence will not be granted during summer unless authorized in advance by the Board of Trustees.

In cases of involuntary emergency military duty, the instructor will receive full pay for the period of time served and will pay to the district the amount of compensation received from the armed forces during that period.

### 3. Personal Days:

Personal days shall be granted to the AFM by the college based upon years of continuous service in adjunct teaching. The days are non-cumulative and shall apply to the Fall and Spring semesters only. The number of days granted shall be established based upon full years taught only as of the day before the first day of classes in the Fall semester and the days assigned shall expire as of the last day of teaching in the end of the Spring semester each Academic year. There will be no roll over of Personal days for any reason.

Personal days are to be utilized for payment for any leave authorized under this CBA first before any other compensation for leave will apply. Personal days may not be used during the first two weeks of any semester. Personal days may be used during final examination or mid-terms only with the advance authorization of the Chairperson/Coordinator. All coordination for utilization of Personal Days should be made in advance whenever possible and may be denied based on the unavailability of substitute faculty. Personal Days may be used for compensation of a day off for sick time. No other time is intended to be allocated for sick time under this agreement.

Any employee other than those to whom they are assigned by the College may not utilize personal days.

<b>Years teaching</b>	<b>Personal days per year</b>
< 3 years	0 days per year
4 -10 years	1 day per year
11-15 years	2 days per year
16-20 years	3 days per year
>20 years	4 days per year

#### 4. Board Approved Leaves:

An adjunct faculty member may request an unpaid leave of absence from active assignment and not vacate their status as an active adjunct faculty member. Such leaves must be presented to and approved by each of the following in order to be valid:

Department Chairperson/Coordinator (Mid-manager as appropriate)  
Area Dean  
Vice President of Academic Affairs  
College President  
Board of Trustees

The availability of a leave is not guaranteed and leaves are granted at the sole discretion of the college and the Board and may be denied at the discretion of any of the above.

Upon return, the college is not required to give him/her the same assignment. No leave will be granted to take another job.

#### **G. Intellectual Property**

1. The ownership of any materials, processes, or inventions developed solely by an AFMs individual effort, time and expense shall vest in, and copyright and patent rights shall be retained by AFM.
2. The ownership of materials, processes, or inventions produced solely for the College and at College expense as a pure work for hire shall vest in the College and be copyrighted or patented, if at all, in the college's name only.
3. In those instances where materials, processes, or inventions are produced by a employee with College support (by way of use of facilities, technology or other College resources), the ownership of the materials, processes, or inventions shall vest in, and copyright and patent rights shall be retained by both the faculty member and the college.

Income realized and management of control will be shared on the following basis:

	<u>Adjunct</u>	<u>College</u>
1) Written Materials and Inventions	51%	49%
2) Recorded and Digital Materials	49%	51%

## **H. Internet and Non-Traditional Course Development**

Recognizing the requirements for developing distance education courses, the following procedures and reimbursement amounts are established.

### **1. Approval for Development**

Prior to the start of a fiscal year, the college will determine the maximum number of Internet courses to be developed with college support. Regardless of receipt of compensation, the development of any online course must be pre-approved by the appropriate department Chairperson or Program Coordinator and Dean. Faculty in the respective departments will be offered the opportunity for course development in their areas. Assignment will be made based on standard departmental procedures; however, the right of first refusal to teach belongs to the developer subject to limitations of teaching load and full-time faculty rights. The following conditions apply:

#### **A. On-line Instructional Competency**

To ensure quality in the student online experience, basic instructor competencies related to online instruction and quality standards must be met for teaching online courses. A representative committee that includes faculty and administration will develop these competency and standards and the methods by which they will be assessed. All adjunct faculty members who will be developing or teaching an online course for the first time must complete a workshop pertaining to online teaching theory. The workshop will be developed in consultation with the committee and administered by the designee of the Vice President of Academic and Student Affairs and the Professional Development Center. Alternative workshops can be approved by the committee. All instructors are encouraged to complete the assessment and workshop; those instructors who already have documented proficiency in online teaching in accordance with

the committee standards are exempt. Exceptions shall be recommended by the chairperson of the department and Dean of the area and is determined solely by the Vice President of Academic and Student Affairs.

1. Instructors possessing Illinois Online Network “Master Online Teacher Certification” (ION) or compliance of ION qualifications as identified at [www.ion.uillinois.edu](http://www.ion.uillinois.edu) and at a minimum have achieved:
  - a. 4 core ION courses;
  - b. 1 elective ION course;
  - c. ION online teaching practicum;

or equivalent as analyzed and recommended by unanimous agreement of the “online committee” shall determine the ability to teach online at Triton College.

2. Exceptions seeking approval to teach online with the recommendation of the majority of the “online committee” shall be forwarded to the Vice-President of Academic and Student Affairs and are subject to the discretion and approval of the VP.

- a. Existing Adjunct faculty teaching online courses but not in possession of ION certification or an approved equivalent, shall be grandfathered through the end of the Spring 2016 semester for the required achievement of the coursework and the Teaching Practicum.

Adjunct faculty demonstrating significant progress toward completion shall be granted up-to an additional year for completion of the ION certification, subject to the determination and approval of the Vice President of Academic and Student Affairs.

- b. In an effort to provide training that will benefit the individual Adjunct faculty member and Triton College, it is agreed that the AFM employee who attends ION certification training which is reimbursed by the College, (inclusive of all reimbursed amounts) will remain employed with Triton College for a minimum period of three (3) years following the last date of each individually completed and reimbursed

course. Reimbursement is subject to a passing grade and if a letter grade is issued it must be a "B" or above.

- c. Prior to receiving reimbursement, the AFM must execute the document "Conditions of Reimbursement for ION Certification" (Appendix "F"). Voluntary termination of employment within the three (3) year period, shall result in the AFM being required to reimburse the College IN FULL for ALL expenses reimbursed for courses taken under the ION Certification program. Each course taken and reimbursed continues the obligation for the full amount of all classes reimbursed until reaching 36 months past the date of the final class for which reimbursement was received.

## B. Ownership and Use of Online Courses

An adjunct faculty member and the administration may enter into a mutual agreement to develop an online course which will be owned jointly by the College and the adjunct faculty member. Once developed, both the College and the developer may use the course and its content.

The overall body of work must be an originally developed and produced material, and the developer must have the ability to transfer ownership. Copyrighted and/or publisher-owned materials may be utilized as reference materials as allowed by law, but must be ancillary to the course content and interchangeable. There will be no remuneration for updating or adapting of materials owned by external parties, including publishing companies.

### 1. Development of Course for Joint Ownership

Full time faculty will have priority for the development of these development assignments. Development, thereafter assigned to an AFM, will be completed in three phases.

**1<sup>st</sup> Semester:** The AFM will develop a course template. The template will undergo a review process to ensure compliance with standards; the review process will be conducted by a peer committee comprised of faculty and appropriate administrators. The template is subject to approval by the peer review committee.



Remuneration: The adjunct faculty developer will receive \$1,150 per credit hour stipend when the template is completed and approved. Upon remuneration, the College and developer have joint ownership of the template. (Note: There is no other compensation or release time.)

**2<sup>nd</sup> Semester:** Course template will undergo field testing. The AFM developer will teach the course (v1.0), with a maximum of 15 students. During the field test phase, the instructor is expected to assess the effectiveness of the course, and make modifications as needed. Modifications will be made at the end of the field test phase based on the instructor findings and peer committee review. If for any reason the developer is unable or unwilling to proceed with field-testing, a qualified designee can be approved by the chairperson/coordinator in consultation with the appropriate dean.

Remuneration: The adjunct faculty developer will receive \$800 per credit hour of the course during the field-testing phase. The adjunct faculty member and the College retain joint ownership of the course (v1.0). (Note: There is no other compensation or release time.)

**3<sup>rd</sup> Semester:** Adjunct faculty developer will teach the course with revisions made from field-testing. Final modifications are made to create v2.0. The College and adjunct faculty member each have full joint ownership of the course (v2.0).

The adjunct faculty member and the college own v2.0, the version which is the finished product at the end of the 3<sup>rd</sup> semester, outlined above. If v2.0 requires updating, the college may make modifications, or compensate the faculty to do so. In the case of the latter, the original adjunct faculty developer has the first right of refusal to complete update for a \$700 stipend or it may be offered to another faculty member, adjunct or full time. (Note: There is no other compensation or release time).

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## **ARTICLE VII**

### **Assignment/Reassignment**

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## **Article VII: Assignment/Reassignment**

### **A. Termination of Employment.**

Termination of an adjunct instructor is the severance of the employment relationship between the Board and the adjunct faculty member and is distinguished from periods of non-assignment without termination. Adjunct faculty who are terminated may be re-employed subject to eligibility and assigned to teach only upon successful re-application and re-qualification for Board employment, which are matters left to the sole discretion of the Board. An adjunct instructor's employment shall terminate upon the occurrence of one the following:

1. An instructor's voluntary resignation;
2. Decision to not assign courses to AFMs prior to the start of their seventh semester of teaching at Triton College (this termination can be without cause and is not grievable);
3. The decision of the administration to terminate an adjunct faculty member for just cause in accordance with the provisions of Article VII, Sections D and E below.

a) Under Illinois Department of Employment Security (IDES) regulations any employee is free to file for "Unemployment Compensation" upon separation of employment, in compliance with the State of Illinois rules and regulations.

- i. The parties hereto have agreed that an Adjunct Faculty Member, who has filed for "unemployment compensation" during a regular break in the school sessions (for example, but not limited to: Thanksgiving break, winter break, spring break or summer session), shall be deemed to have voluntarily committed to their separation of employment from the College and indicated such intention by their actions.
- ii. There shall be no expectation of future or further employment on the part of the AFM, abandoning all seniority status or "pool" status granted under this Negotiated Agreement.
- iii. Exceptions to this section shall be: If due to class cancellation (or "bumping"), the class has been made unavailable to the AFM at no fault of their own. In that event, the AFM is eligible for one (1) semester of unemployment compensation and shall maintain all seniority status or pool status afforded them. Voluntarily leave on the part of the AFM does NOT qualify an AFM for an exception.

## **B. Length of Service**

Length of service is the number of semesters (excluding summers) in which an instructor has taught courses at the college. Length of service shall break after an instructor has not taught a Triton College course of at least four (4) hours for three (3) or more consecutive semesters (excluding summers). Approved leave time will not count towards the three semesters necessary for a break in service nor will it count in computation of length of service.

## **C. Assignments of Instructors to Teach Course Sections**

### *1. Availability for Assignment and Assignment Preference*

On or before October 15<sup>th</sup> and February 28<sup>th</sup> of each year, the Adjunct Faculty member will submit to their Department Chair(s)/Coordinator(s) a Request for Assignment Form (see Appendix B). For the College's consideration, the form shall indicate their availability for an assignment during the following Spring Semester or Summer and/or Fall Semester(s) and shall indicate the disciplines or course sections that they prefer to teach, the days and times on which they are available to teach, availability to substitute, and reliable contact information.

### *2. Time for Assignments*

When possible, the College shall begin making assignments for the following semester or term to instructors fifteen (15) business days prior to the end of each academic semester. The college shall make a good-faith effort to make additional assignments in a timely manner.

### *3. Instructional Continuity During Regular Academic Semesters*

In an effort to provide instructional continuity, after assignment of full-time faculty the College shall attempt to make assignments of at least six (6) contact hours and/or one (1) class for credit instructors (whichever is greater) or 96 instructional hours and/or one (1) class for non-credit instructors (whichever is greater), or any combination of qualified credit and noncredit hours that equate to 96 instructional hours. In making these assignments, consideration may be given to qualifications and special competencies of the instructor, assignment to courses previously taught, and availability of the instructor and preferred schedule and courses. In furtherance of this;

Instructors will be assigned courses based upon the following groupings:

Pool 1 Taught 20 semesters or more

Pool 2 Taught seven (7) semesters but fewer than 20 semesters

Pool 3 Taught six (6) semesters or fewer

The attempt to grant requested assignments for instructors in Pool 1 will be satisfied first. The attempt to grant requested assignments for instructors in Pool 2 will be satisfied next. The attempt to grant requested assignments for instruction in Pool 3 will be filled from all remaining courses.

4. In the event that a faculty member has been identified as not to be the Best Qualified for the class, and that Faculty member previously taught that course two or more immediately consecutive semesters, the Administration has the right not to assign the AFM to that class. The basis for that determination will be shared with the employee. If the failure to assign drops them below 6 LHE for that semester and they are not assigned another available course for which they are qualified, and the employee wishes to be considered to teach that course in the future, they will be afforded the opportunity to remedy the cited deficiencies with compensation equal to 1.5 LHE upon verification of participation in an appropriate program. Such compensation will be for one semester only. Upon demonstrating successful completion, establishing equal or better qualifications, the employee shall be returned to the pool from whence the AFM came with full restoration of all appropriate rights and privileges.

#### **D. Evaluation and Remediation for Unsatisfactory Teaching Performance**

The College has the right to continuously evaluate, at any time, the performance of all AFMs. Before the College denies an AFM in pools 1 or 2 a teaching assignment for the following semester, the college shall:

- a. Notify the union and the instructor of the intent to evaluate;
- b. Conduct the classroom evaluation, which shall include, but not be limited to, classroom observation, meeting with the chair/coordinator, or meeting with the dean or designee;
- c. Deliver the written evaluation (on a form agreed upon by the College and Association) to the AFM;
- d. Provide an opportunity to discuss with the evaluator, the issues of concern regarding teaching performance and the steps necessary to remedy these deficiencies;

- e. No sooner than fourteen (14) calendar days after the meeting referred to in “d.” above the evaluator will reevaluate the AFM, including, but not limited to, a classroom visit and meeting to determine if the AFM has successfully remediated the cited deficiencies. (For shortened courses, a proportional formula utilizing a 1/7<sup>th</sup> time period of the overall course length shall be granted between evaluations.)
- f. Provide a written summative evaluation and communicate the decision on whether or not the adjunct instructor will be offered a teaching assignment for the following semester;
- g. Not be required to follow steps e. and f. where the evaluator has determined by step d. that the adjunct instructor will be offered a teaching assignment for the following semester.

The parties agree to modification of the AFM evaluation process as attached. While on a regular schedule each AFM may be reviewed/evaluated by the administration on an annual basis. In the event of an identified concern shared with the employee, management reserves the right to evaluate as necessary. (Appendix “C”) Performance evaluation is not limited to “in class” teaching and activities and shall include all parts of the Job Description as well as standards outlined in Appendix C attached hereto and made a part hereof.

As a part of the evaluation process, either annually or as an identified concern, each written evaluation shall provide an overall final evaluative assessment utilizing the following rating system:

Excellent	Proficient	Moderate	Needs Improvement	Unsatisfactory
5 points	4 points	3 points	2 points	1 point

Note: The same college representative, where practical, shall complete all steps of the evaluation. The final summative evaluation will rate each instructor as excellent, satisfactory, or unsatisfactory.

The written critiques and summative evaluation are to be signed by the AFM. The signature of the AFM indicates receipt of the document only, but not necessarily agreement with the substance. The Association or the AFM have no right to grieve the validity of the opinion in the summative evaluation documents.



The College may choose to terminate any AFM receiving an unsatisfactory evaluation rating. The College may also choose to terminate an AFM who refuses to comply fully with the evaluation and remediation process.

The complete evaluation and remediation process will be concluded no later than the last day of the semester.

This article is not grievable except for deviations by the college from the process and procedures set forth above.

#### **E. Discipline and Dismissal**

Nothing in this CBA prevents the College from disciplining or terminating instructors who fail to comply with the requirements of their position or college policies. Discipline, depending upon the gravity of the matter, may include verbal and written warnings and suspensions with or without pay prior to termination. Suspension without pay prior to termination during the same disciplinary process shall not be considered a separate and distinct punishment.

Before termination or suspension without pay is approved, there shall be an investigatory meeting between the administration and the AFM. The AFM is entitled to have union representation. In addition, if a decision has been made to terminate the AFM, there shall be a meeting with the associate vice president of human resources prior to the actual termination. The AFM is entitled to have representation. Additionally, nothing in this section prevents the college from notifying instructors that they are subject to discipline or termination for insubordination, failing to comply with college policies, procedures, or state or federal laws. Nothing in this section is grievable except the failure to follow the process or procedures.

#### **F. Credentials and Qualifications to Teach**

Any adjunct instructor employed as of effective date of agreement by Triton College shall be considered adequately credentialed and qualified to teach (subject to audit and verification) and shall not be denied future employment on the basis of teaching credentials or teaching qualifications.

Changes imposed by governmental agencies or accrediting agencies shall be enforced and can be immediately disqualify AFMs from teaching. If the college modifies credential requirements affected AFMs shall be given reasonable time as determined by the college to acquire those credentials.

### **G. Cancellation of Assignments**

Once an AFM has been given an assignment to teach a course, the instructor will receive \$50 for the first qualified hour and \$25 for each additional paid qualified hour if that course does not meet through no fault of the instructor and no acceptable alternatives are available. If the AFM is notified at least seven (7) days prior to the first class meeting, the instructor will not receive the contract cancellation payment as indicated above. Assignments shall become irrevocable after the third class meeting.

Any AFM who accepts a teaching assignment from the College, and subsequently decides they will not be able to fulfill that assignment, must give the College at least seven (7) calendar days notice of their decision to not fulfill that assignment. Any AFM who fails to give this seven (7) day notice will have one year of service credit subtracted from their accumulated service credit with the College and may affect pool level assignment under VI.C.3 and standing under II.5.A. herein. (Multiple incidents would result in multiple service credit subtractions). An AFM who fails to provide the seven (7) calendar day notice to the college may petition the Vice President of Academic Affairs to waive the loss of service credit due to extenuating circumstances (e.g. health issues).

### **H. Assignment of Employees to Substitute Teach**

Employees may be assigned to teach as substitutes in course sections that the College has deemed them qualified to teach. Each semester, when submitting a Request for Assignment form, employees shall include their availability to substitute and contact information. Departmental adjunct instructors indicating their availability shall be placed on a substitution list by chairperson/coordinator which shall be distributed to instructors by the tenth day of class.

### **I. Workload 12/26 Rule**

Adjunct faculty members can only teach a maximum of twenty-six (26) LHEs per year (combination of Fall, Spring and Summer). The rule for adjunct faculty is a maximum of twelve (12) LHEs in the Fall and/or Spring; six (6) LHEs in the Summer, maximum. All adjunct faculty must understand that if they teach the full load of 12 in Fall and Spring then they would be allowed a maximum of two (2) LHE's in the Summer. In no event shall an adjunct exceed twelve (12) LHE for Fall or Spring and six (6) LHE's for Summer but in combination, there shall be no greater than 26 LHE's earned in any three semester period. There is no exception to these limitations. Any violation of these limitations may cause an Adjuncts hours to be set at zero (0), the following regular semester, without recourse.

Adjunct faculty who are assigned classes by actual hours will need to have these hours converted into LHEs based on actual contact hours.

Ultimately, AFMs can not be allowed to exceed twenty-six (26) LHEs on any rotating three (3) semester basis (Fall, Spring, Summer; Spring, Summer, Fall; or Summer, Fall, Spring) and all AFM teaching assignments will be monitored by the departmental chairpersons/coordinators, but in the end, individual adjuncts are responsible for monitoring their hours to assure compliance.

In the event an AFM exceeds twenty-six (26) LHEs in any rotating three (3) semester basis, they can be assigned zero hours at no pay. While this single semester break will not create a break in service as defined under Article VII Section B, it shall create a break in service sufficient to block tenure.

These hours have been negotiated with full consideration of the Affordable Care Act's (ACA) Adjunct teaching time to full time formula of "2.25 LHE to actual hours worked ratio" (as determined by the IRS). This determination of maximum hours worked by the AFM's has been carefully balanced to maintain the campus ratio of part-time to full-time staff and comply with governmental regulations. In the event that governmental directive changes the existing formula, the Board of Trustees has reserved the right to automatically amend the limitations of hours in this section to comply with the latest governmental directive. In that event, both Parties to this Agreement have agreed that they shall then meet at the bargaining table to "Impact bargain" the effect of any changes to the 12/26 Rule.

1. *Special Categories of Instruction.*

For purposes of determining maximum workload, Applied Music or teaching assignments with one-on-one instruction shall not count toward the maximum workload. Such courses may be taught as an assignment above and beyond the regular teaching load of an instructor. For purposes of inclusion in the bargaining unit, one (50-minute) classroom hour spent with a student each week for a semester shall count as one contact hour. In no event shall the number of hours taught exceed the 12/26 rule set forth above.

2. *Departmental Assignment*

There will be no restriction on teaching in more than one qualified category or for more than one department as long as total workload does not exceed the maximum number of hours agreed to in this CBA.

## **I. Job Description and Duties**

1. The Job Description for teaching adjuncts is contained in Appendix D, attached hereto and made a part hereof.
2. Establish office hours. The parties agree that there shall be one mandatory office hour per week for the weeks that an AFM is teaching which includes finals week. Compensation for this on campus office hour shall be \$30 per hour.
  - a. Adjuncts performing office hours must sign-in and sign-out electronically by swipe card, at pre-approved locations (2 on West campus; 1 on East campus), as determined by the College Administration. Office hours must correspond with published location and days/times on the syllabus. Check-in is available up to 45 minutes in advance of the office hour being performed. Failure to “swipe in” OR failure to “swipe out” in the designated area will result in there being no compensation for that office hour period
  - b. Adjuncts may swipe out up to three hours after the designated office hours ends. The time between the swipe in and the swipe out must be at least 60 minutes in length. Any amount less than 60 minutes will result in no compensation for the office hour period The Dean may waive this requirement up to one (1) time per semester should extraordinary circumstances make it impossible for the AFM to “swipe” in a timely manner.
  - c. In no event will there be any proration in payment at any time. Office hour payment shall continue to be designated as a “Bonus” and is and shall be considered “Non-creditable” earnings with SURS.
3. The parties agree that the administration may establish a mandatory college-wide workshop for AFMs. Compensation for this workshop shall be \$25 per hour. Every effort will be made by the administration to host workshops on different dates and times to allow for maximum attendance. In the event that an AFM absents themselves from the mandatory workshop, the AFM shall not be compensated and such failure to perform “mandatory duties” shall be reflected negatively on the performance evaluation of the AFM.

4. Workshop participants shall be required to check in and check out in order to prove workshop attendance for the full duration of the workshop. Every effort will be made by the College to automate the process, however, it is incumbent upon the AFM to possess a valid Triton College Employee Identification card in order to “swipe” in and out. Failure to both “check-in” and “check-out” utilizing whatever system the college has made available will result in the AFM receiving no compensation for workshop attendance.

The parties agree that all AFMs teaching courses shall be required to integrate the most recent version of Blackboard in use at the College into their course(s). Waiver of this requirement is at the discretion of the Vice President of Academics or their designee. Training for use of Blackboard is available from the College on an ongoing basis. Training for all AFMs employed as of the effective date of this agreement must be completed no later than December 2011. Going forward, newly hired AFMs are expected to train on and integrate Blackboard during their first semester of employment. Compensation for Blackboard training shall be limited to Wellness points.

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**ARTICLE VIII**  
**Grievance Procedure**

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## **Article VIII: Grievance Procedure**

A grievance is a complaint by one or more employees, or the union, that an express provision in this agreement has been violated.

### **A. Pre Grievance Consultation**

While recognizing that the rights of all parties are to be protected, the College and the Union encourage the informal and prompt resolution of any such grievances through informal discussions as they arise.

Accordingly, when AFMs or the Union deem that there is cause for complaint, such potential grievance, naming the directly responsible party (DRP) where applicable in written form, shall be filed within thirty (30) calendar days of the date on which the employee or Union knew, or should have known, of the alleged violation of the provision(s) of this Agreement with the Associate Vice President of Human Resources, who shall forward a copy thereof to the appropriate Vice President, the relevant administrators and supervisors, and to all appropriate administrators who may become involved in later steps of the grievance so that they may be prepared to act efficiently when the grievance reaches the step at which they are likely to become involved, and to the Union (unless the Union is the grievant and has filed the potential grievance) and shall schedule a meeting with all those appropriate to the purpose of resolving the issue involved. Such meeting shall be held within ten (10) business days of the filing date.

If the adjunct faculty members or Union are not satisfied with the results of the meeting, a formal written grievance may be filed at Step 1 of this Grievance Procedure.

### **B. Step 1: Filing of Grievance with Appropriate Vice President**

1. If a potential grievance is not resolved in the Pre Grievance Consultation, the formal written grievance must be filed no later than fourteen (14) calendar days of the date on which the pre-grievance meeting was held. The formal grievance shall be filed with the appropriate College Vice President. The Vice President shall notify the Union President and schedule a meeting with the grievant, the Union and the relevant college administrators within fourteen (14) calendar days of receipt of the grievance. The meeting shall be held no later than twenty-one (21) days of receipt of the grievance.

2. *Pending at Step 1.*

At the time of the appeal to Step 1, the grievant or the College may request in writing that the process be held in abeyance for a period not to exceed thirty (30) days, i.e., "the pended period", to enable the grievant and the College to conduct an investigation into the grievance. Thereupon, all time limits shall cease to run during the pended period. If the grievant has requested the pended period, and upon the expiration of said thirty (30) day period the grievant has not proceeded with the grievance, the grievance shall be deemed withdrawn, unless the parties mutually agree to an extension of the timelines. If the College has invoked the pended period and the grievance has not been disposed of by the expiration of the thirty (30) day period, the grievance procedure shall automatically continue, unless the parties mutually agree to an extension of the timelines.

3. *Disposition.*

Within fourteen (14) calendar days of the Step 1 meeting, the College Vice President will grant or deny the grievance in whole or in part by written decision sent to all parties thereto.

**C. Step 2: Appeal to the President**

1. *Time for Appeal.*

If the grievant or the Union is dissatisfied with the decision at Step 1 of this procedure, either or both may appeal same to the President of the College or the designee thereof within fourteen (14) calendar days of the date of the decision at Step 1.

2. *Step 2 Meeting.*

Within fourteen (14) calendar days of the receipt of the appeal, the College President or designee shall schedule a meeting on the grievance with the grievant, the Union and all relevant College Administrators. The meeting shall be held no later than twenty-one (21) days of receipt of the appeal.

3. *Disposition.*

Within fourteen (14) calendar days of said meeting the College President or designee shall grant or deny the grievance, in whole or in part, in writing, and forward the decision to all parties to the grievance.

#### **D. Step 3: Appeal to the Board of Trustees**

1. *Time for Appeal.*

If the Union is dissatisfied with the decision at Step 2 of this procedure, either or both may appeal same to the Board of Trustees of the District within fourteen (14) calendar days of the date of the decision at Step 2. The Board of Trustees shall have the option to hear the matter, but shall not be bound to do so. If the Board decides not to hear the grievance, it shall notify the Union in writing within fourteen (14) calendar days of the date of receipt of the appeal.

2. *Step 3 Meeting.*

The hearing before the Board of Trustees shall take place in the closed session of the Board held in conjunction with its next regularly scheduled meeting following the receipt of the Union's appeal by the Board from the decision at Step 2. If the appeal is served within seven (7) days of the Board's next regularly scheduled meeting, then the appeal shall be heard at the following regularly scheduled Board meeting. Service on the Board of Trustees shall be made by delivering a copy of the appeal to the Board's recording Secretary. The grievant, the Union and all relevant College Administrators shall participate in the hearing.

3. *Disposition.*

Within fourteen (14) calendar days of the hearing before the Board of Trustees the Board shall grant or deny the grievance, in whole or in part, in writing, delivered to all parties thereto.

#### **E. Step 4: Arbitration**

1. *Time and Manner of Appeal to Arbitration.*

If the Union is not satisfied with the disposition of the grievance at Step 3, the Union only may submit the grievance to binding grievance arbitration within thirty (30) calendar days of its receipt of the decision at Step 3 by serving written notice upon the College President and the Board's General Counsel.

2. *Selection of Arbitrator*

Thereupon, the College and the Union shall attempt to mutually agree upon an arbitrator within fourteen (14) calendar days of the notification. If the parties cannot agree upon an arbitrator, they shall jointly serve a request upon the American Arbitration Association for a panel of seven (7) arbitrators.

3. *Selection by Elimination*

The College and the Union shall attempt to agree upon an arbitrator from the panel submitted. Failing to do so, the parties shall alternately strike names from the panel with the last name remaining being selected as the arbitrator. Either party may reject the final panel name one (1) time. In such a case, a new panel shall be jointly requested. The determination of which party shall strike the first name in the initial arbitration under this agreement shall be determined by lot. Thereafter the parties shall alternate who strikes from the panel first.

4. *Hearing Date.*

The parties shall request that the arbitrator hold the hearing within thirty (30) days of the notice of selection. If the arbitrator cannot do so, then at the earliest date thereafter available to the arbitrator.

5. *Authority of the Arbitrator.*

The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from or change the provisions of the agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the College and the Union and shall have no authority to make any decisions or recommendations on any other issue(s) not so submitted. The arbitrator shall be without authority or power to make decisions or awards in violation of or contrary to applicable laws, rules, and regulations having the effect of law or in violation of public policy.

6. *Time for Decision.*

The arbitrator shall render a written decision on the grievance as soon as practicable from the date of the closing of the hearings, from the date for any final proofs to be submitted or from the last date of the filing of any briefs.

7. *Effect of Decision.*

The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall have the authority to make any award concerning the remedy, if any, that the arbitrator deems appropriate.

8. *Expenses of Arbitration.*

The fees and expenses of the arbitrator and any other mutually agreed upon expenses shall be shared equally by the parties, provided, however, that each party shall be responsible for compensating its counsel, representatives and witnesses. All other expenses shall be borne by the party incurring them.

**F. Advance Step Grievance**

In cases where an employee's grievance arises as a result of a College-wide policy, practice or rule, the Union or the employee may initiate the grievance at Step 2, Appeal to the President.

**G. Time Limits and Definitions**

1. Unless otherwise specified, the time limits set forth on this Article, all calculated in calendar days, shall be deemed "of the essence" in all cases and shall be strictly enforced. However, the time limits set forth in this grievance procedure may be extended, modified or waived by the mutually executed written agreement of the parties.
2. The failure of the Administration to respond to a grievance within the time limits specified herein shall enable the employee or the Union to advance the grievance to the next step, provided, however, that only the Union may appeal to Steps 3 and 4. Nothing in this section shall require the Union to advance the grievance and the Union may elect to await the timely responses from the College without prejudice to either party's rights to enforce the time limits set forth herein. Further provided, however, failure of the employee or the Union to advance the grievance to the next step following the timely response by the College at any step will be deemed to be acceptance of the decision at that step and shall be a bar to any further grievance of the subject matter thereof.
3. Service of grievances, decisions, answers or appeals may be accomplished by certified mail, facsimile or signed receipts for hand delivery. In those cases wherein the Union represents the Grievant, service upon the Union shall be deemed as sufficient service upon it and the Grievant.
4. The grievance processing clock will not run during the winter and spring break periods. Whenever an action or filing is due on a day when the College's administrative offices are closed, that action or filing shall be due on the next day the College's administrative offices are open.
5. In all steps of this grievance procedure where College or Union representatives are specified, designated representatives for each may be utilized.

#### **H. Site of Arbitration Hearings**

Arbitration hearings shall be held at the College campus in River Grove, Illinois unless the parties, in writing, mutually agree otherwise.

**ARTICLE IX**  
**Adjunct Instructor Compensation**

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## Article IX: Adjunct Instructor Compensation

### Income:

- Every part-time faculty member salary will be increased by 5.9, 4.0, 4.0, 3.5, and 3.5 % in creditable income for each year that the contract is in place. All increases are effective with the first payroll of the fall semester.
- Only active adjunct faculty as of the date (December 2006) of execution of this agreement shall be granted a longevity bonus of non-creditable income as set forth in the chart below.
- In the event any amount of income over 5.99% is determined by SURS to be creditable income, which creates an economic liability for the college, in such case, the economic liability so created shall become the sole responsibility of the affected AFM and not the college.

Chart A: FY15 – FY19 Active Adjunct Faculty Compensation Scale (Credit)

Level	Base FY14	FY 15 5.9%	Bon- us	FY 15 Total	FY 16 4.0%	Bon- us	FY 16 Total	FY 17 4.0%	Bon- us	FY 17 Total	FY 18 3.5%	Bon- us	FY 18 Total	FY 19 3.5%	Bon- us	FY 19 Total
one	628	665	88	\$753	691	92	\$783	719	95	\$814	744	98	\$842	770	101	\$871
two	650	688	77	\$765	716	77	\$793	745	77	\$822	771	77	\$848	798	77	\$875
three	673	713	78	\$791	742	78	\$820	772	78	\$850	799	78	\$877	827	78	\$905
four	694	735	83	\$818	764	83	\$847	795	83	\$878	823	83	\$906	852	83	\$935
five	716	758	85	\$843	788	85	\$873	820	85	\$905	849	85	\$934	879	85	\$964
six	742	786	88	\$874	817	88	\$905	850	88	\$938	880	88	\$968	911	88	\$999

- **Note:** All increases are effective with the first payroll of the fall semester. The maximum creditable reported (SURS) earnings for all AFMs (credit and non-credit) shall be 5.99% based upon comparative prior calendar year earnings for comparative instructional hours. Dollars paid as “Bonus” are reported to SURS as “Non-creditable” earnings.

Chart B: FY14 – FY19 Active Adjunct Faculty Compensation Scale  
(ABE and E courses)

	Base FY14	Hourly Rate FY 15 5.9%	Bonus	Hourly Rate FY 16 4.0%	Bonus	Hourly Rate FY 17 4.0%	Bonus	Hourly Rate FY 18 3.5%	Bonus	Hourly Rate FY 19 3.5%	Bonus
<b>Level I</b> E courses (1.6 pcs)	35.49	37.58	99.74	39.08	99.74	40.64	99.74	42.06	99.74	43.53	99.74
<b>Level I</b> ABE courses (1.9 pcs) E courses (1.7 pcs)	35.49	37.58	99.74	39.08	99.74	40.64	99.74	42.06	99.74	43.53	99.74
<b>Level II</b> ABE courses (1.9 pcs) E courses (1.7 pcs)	36.76	38.93	102.07	40.49	102.07	42.11	102.07	43.58	102.07	45.10	102.07
<b>Level III</b> ABE courses (1.9 pcs) E courses (1.7 pcs)	38.03	40.27	104.56	41.88	104.56	43.56	104.56	45.08	104.56	46.66	104.56
<b>Level I</b> E courses (1.5 pcs)	33.41	35.38	135.12	36.80	135.12	38.27	135.12	39.61	135.12	41.00	135.12
<b>Level II</b> E courses (1.5 pcs)	34.48	36.51	140.91	37.97	140.91	39.49	140.91	40.87	140.91	42.30	140.91
<b>Level III</b> ABE Courses (1.8 pcs)	38.03	40.27	104.56	41.88	104.56	43.56	104.56	45.08	104.56	46.66	104.56

**Assignment to levels (Existing active adjunct faculty only):**

**Note:** All Level assignments are frozen, effective with ratification of the first CBA. (Ratification was finalized as of December 19, 2006). Thereafter: All compensation increases shall be achieved through Charts A and B only. All increases are effective with the first payroll of the fall semester. The maximum creditable reported (SURS) earnings for all AFMs (credit and non-credit) shall be 5.99% based upon comparative prior calendar year earnings for comparative instructional hours. Dollars paid as "Bonus" are reported to SURS as "Non-creditable" earnings.

Chart C: Adjunct Faculty Compensation Scale (for all starting after Fall 06)  
Level 9

<b>FY %inc</b>	<b>FY 15 5.9%</b>	<b>FY 16 4.0%</b>	<b>FY 17 4.0%</b>	<b>FY 18 3.5%</b>	<b>FY 19 3.5%</b>
<b>Amount</b>	\$753	\$783	\$814	\$842	\$871

Minimum initial placement for new AFMs is standardized within Chart C above, however, the Board in its sole discretion may place those adjuncts in specialty areas of high demand above the scale in order to achieve salaries competitive with the market. The College will advise the Union in such an event.

All increases are effective with the first payroll of the fall semester. The maximum creditable reported (SURS) earnings for all AFMs (credit and non-credit) shall be 5.99% based upon comparative prior calendar year earnings for comparative instructional hours.

D. The adjunct faculty association recognizes that the College has the Right and the desire to have a full-time faculty member (or if unavailable, then a full-time mid-manager) to serve in the position of Department Coordinator or Chairperson. It is recognized that there may be times that it is determined by the Administration and the Board of Trustees that it be in the best interest of the College, for an Adjunct Faculty member to serve in the capacity of Chairperson/Coordinator.

E. An adjunct serving in this position may receive compensation identical to that found in the Full-time Faculty Negotiated Agreement, prorated on a semester by semester basis. The compensation shall be limited to the specified stipend amount specified for a new Chairperson/Coordinator and the hours of release time shall be deducted from the maximum load of 12 LHE fall/spring. IN NO EVENT shall an Adjunct faculty member be compensated in bonus or release time in an amount greater than is permitted under the full-time faculty Negotiated Agreement.

F. Existing AFM Chair/Coordinators (as of the date of ratification) in excess of this amount shall be grandfathered.

blank

**ARTICLE X**

**Wellness Accounts**

blank

## **Article X: Wellness Accounts**

Wellness points can be found in Appendix E.

### **A. General Notes on Wellness accounts:**

1. Wellness Accounts of a non-creditable nature will be established by the college for the AFMs who complete the proper form, with required approval(s), requesting assignment of points in contract approved categories only. The college will assign no points automatically nor will they be assigned retroactively to a prior semester or unapproved activity. Wellness Points have no cash value and do not belong to the AFM and may only be utilized for eligible reimbursements under Section 125 of the IRS code.
2. Wellness Accounts will be populated with points earned January 1 through December 31 of each calendar year. Points can only be submitted for reimbursement if they exist within AFM account within the Wellness Point Bank and cannot be proactively expended in anticipation of being earned. Points earned in a calendar year MUST be expended prior to 5pm on March 31 of the succeeding calendar year (or the immediately preceding business day before that date) or they are considered abandoned without exception. April 1, each account is reset at zero (0,) voiding all points earned in the prior calendar year with no credit or rollover to the AFM. All reimbursement claims must be processed through the business office within 60 days of the date the expense is incurred, or within 14 days of the end of the Fiscal Year, whichever is earlier.
3. Request to participate in approved wellness activity must be pre-approved on a case-by-case basis.
4. The maximum value of any wellness account will be \$2,000.
5. Wellness contributions are based on completed activities only, without pro-ration or extension of scheduled completion.

Wellness points for meeting participation require 100% attendance in time, for at least 80% of the scheduled meetings.

6. Wellness accounts will only be used for reimbursement to the AFMs based upon qualified medical expenses as determined by IRS code section 125.
7. Professional activities will be assigned a series of point values. Each point is worth \$6.00. This point value is non transferable, has no cash value and may be used for Flex 125 type reimbursement only within the established timeframe.
8. Each semester that an AFM has taught will be worth three (3) points for 10 or fewer semesters and six (6) points for more than 10 semesters. Non-teaching duties will be assigned points according to time commitment scheduled below. The addition of approved assignments to the categories below requires unanimous approval in advance by the VP of Academic Affairs, the VP of Business Services and the Union President.
9. The accrued non-creditable earnings, compliant with IRS publication #969 (et. Seq.) will be placed in a Wellness Account for each AFM, to be paid out upon submission of receipts at specified periods.



**ARTICLE XI**  
**No Strike Provision**

Blank

## **Article XI: No Strike Provision**

During the term of the Agreement and in return for the terms and conditions set forth in the Agreement, neither the Union nor any faculty member covered by this Agreement shall engage in any strike, including but not limited to the following:

The union or any employee of the bargaining unit shall not engage in or in any way instigate, promote, sponsor or condone any strike, slow down, picketing, boycott or concerted stoppage of work or any other intentional interruption of the college including compliance with requests of any labor organization or chapter thereof, to engage in such activities during the employees scheduled work hours.

The union recognizes the duty and obligations of its representatives to comply with the provisions of this agreement and their employment contracts and to make every reasonable effort to induce bargaining unit members to do so. In the event any bargaining unit employees engage in any of the activities herein prohibited, the union agrees in good faith to take all necessary steps to induce those employees to cease such action.

While the Board recognizes the employee's rights of free speech, this expression should not interfere with the operation of the college, violate any laws or interfere with the students right and expectation to learn. All employees covered by an active agreement are expected to perform their duties and meet their contractual obligations to the college and the students. Any employee covered by this agreement who violates the provisions of this article may be disciplined (up to and including discharge) by the Board. Such violation shall constitute cause for such discipline. Such discipline for a violation of this article shall not be grievable.

Blank

## **ARTICLE XII**

### **Conformity to Law**

Blank

## **Article XII: Conformity to Law**

This Agreement is subject to all applicable Federal, State or local laws and ordinances.

If any provision of this Agreement is, or shall at any time, be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

In the event that any provision of this Agreement is, or shall at any time, be contrary to law, all other provisions of this Agreement shall continue in effect.

If there is any conflict between the provisions of this Agreement and any affirmative action obligations imposed on the Board by a federal or state statute, the affirmative action obligations of such federal or state statute shall prevail.

This Agreement is not intended to modify any of the discretionary authority or duties vested in the Board by the statutes and case law of the State of Illinois or the statutes and case law of the United States of America. No provision of this Agreement shall abrogate the statutory rights, duties and responsibilities of the Board.

Blank



## **ARTICLE XIII**

### **Entirety of Agreement**

Blank

### **Article XIII: Entirety of Agreement**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Subject to the requirements of impact bargaining, no other matter shall be subject to renegotiations unless mutually agreed upon between the parties, and no amendments or other agreements shall be effective unless in writing and signed or initialed by both parties.

Blank

## **ARTICLE XIV**

### **Precedence of Agreement**

Blank

#### **Article XIV: Precedence of Agreement**

The Board and the Association acknowledge the Board's authority to promulgate such policies, rules and regulations as the Board, in its sole discretion, deems necessary or advisable. Such policies, rules and regulations shall control to the extent they are not in conflict with the express written terms of this Agreement or applicable federal, state or local laws and ordinances.

If there is any conflict between the express written terms of this Agreement and written Board policies, rules or regulations which may, from time to time, be in effect, than the written terms of this Agreement shall take precedence and be controlling.

Blank



## **ARTICLE XV**

### **Written Notice**

Blank

**Article XV: Written Notice**

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

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

Triton College Adjunct Faculty Association President  
Triton College  
2000 5<sup>th</sup> Avenue  
River Grove, IL 60171

Notices sent by the Association to the Board or the College shall be addressed as follows:

The Board of Trustees  
Triton College  
2000 5<sup>th</sup> Avenue  
River Grove, IL 60171

or

Office of the President  
Triton College  
2000 5<sup>th</sup> Avenue  
River Grove, IL 60171

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

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

Authorization to receive and sign for communication to the Board is limited to:  
the Chairman of the Board, the President, and the Coordinator for the President and  
Board of Trustees.

## **ARTICLE XVI**

### **Effective Date & Duration of Agreement**

Blank

**Article XVI: Effective Date and Duration of Agreement**

This Agreement shall be effective upon ratification and execution of the document and shall commence on July 1, 2014 and shall continue in effect through June 30, 2019 at which time this agreement shall cease to exist.

Blank



## APPENDICES

- A. Length of Service List (sample)
- B. Request for Assignment (form)
- C. Evaluations
  - 1. Cumulative Evaluation
  - 2. Classroom Visit Report
- D. Adjunct Instructor Job Description
- E. Wellness Points Table
- F. Adjunct Faculty Office Hour Reimbursement
- G. Conditions of Reimbursement for ION Certification (form)
- H. Qualified/Re-Qualified Categories



EMPLOYEE NAME	SSN	GROUP	START DATE	LENGTH OF SERVICE	POOL
ANNON, JASON	0000	H	2000/08/28	23	1
GRAY, JOHN	1111	P	1985/08/21	33	1
HENRY, JANET	2222	P	1996/01/17	32	1
AMAZING, GUY	3333	P	2008/01/22	08	2
BAKER, JEAN	4444	P	2007/08/29	08	2
CROWN, ROBERT	5555	P	2005/08/29	13	2
DONALD, BRIAN	6666	P	2007/01/23	09	2
BIRK, MARY	7777	P	2008/12/17	06	3
BRAND, MIKE	8888	P	2009/01/27	06	3
CRISP, COCOA	9999	P	2009/03/30	06	3
DOE, JACK	1234	P	2010/02/05	03	3



## ADJUNCT FACULTY REQUEST FOR ASSIGNMENT

The College is in the process of preparing its course schedule for the \_\_\_\_\_ semester. Please fill out the following form if you are interested in teaching during that term. *Your submission of this form is a request for an assignment, not a guarantee of being assigned.* If you are not interested in teaching this term, please check number 1 below. (Note: Failure to have a qualified pre-approved leave and failing to request a teaching assignment, may result in loss of teaching eligibility.)

Name \_\_\_\_\_ E-mail Address \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Business/Cell Phone \_\_\_\_\_

X \_\_\_\_\_ Number of Semesters taught at Triton: \_\_\_\_\_

*Adjunct Signature*

Please complete the form below and return it to your department chairperson /coordinator **NO LATER THAN OCTOBER 15 (for Spring assignments) or FEBRUARY 28 (for Fall assignments) by 12:00 Noon.**

1. Please indicate if you are interested in teaching below (choose one):

I am interested in teaching in the \_\_\_\_\_ semester.

I am **NOT** interested in teaching in the \_\_\_\_\_ semester.

2. Please indicate the time periods you are available to teach by placing an "X" in the appropriate box.

Times Available To Teach		Sun	Mon	Tue	Wed	Thur	Fri	Sat
	8 am - 11am							
	11 am - 2 pm							
	2 pm - 6:00 pm							
	6:00 pm - 10 pm							

3. Please list the course(s) for which you are qualified and would like to teach (please do not list specific sections).

Qualified To Teach	Adjunct Completes			Department Chair Completes		
	Course Prefix	Course No.	Course Title	Approved	Denied	Course Section Assigned

4. Please circle number of LHE(s) desired 1-3; 4-6; 7-9; 10-12. (Adjunct faculty may not exceed 12 LHE teaching load during a regular academic semester, Fall and Spring. Summer semester teaching will be limited to 3-5 LHE and no more than 12 contact hours per week.)

5. I am interested in substituting. [ ] YES [ ] NO

<b>Receipt</b>	Received by Department Chair/Coordinator on: Date: ____/____/20____ Signature of Chair/Coordinator: _____
----------------	--

for office use only:

<p><b>Pool Verification (Circle One)</b></p> <p>Pool 1 (20 + semesters)</p> <p>Pool 2 (7 to 19 semesters)</p> <p>Pool 3 (less than 7 semesters)</p>	<p><b>Contact Verification:</b></p> <p>Date ____/____/____ Time ____ am/pm</p> <p>In Person, Live Message, Voice Mail, Not Available, Email, Other: _____</p> <p>Result: _____</p>	<p><b>Schedule Outcome:</b></p> <p>____ Completed      ____ Partial</p> <p>____ Attempted      ____ Rejected</p> <p>Explanation: _____</p>
---	--	--



**Adjunct Cumulative Evaluation**

Adjunct Name: \_\_\_\_\_ Department: \_\_\_\_\_

Rating Scale:

Excellent: 5 points / Proficient: 4 points / Moderate: 3 points / Needs Improvement: 2 points / Unsatisfactory: 1 point

1. Utilizes active learning and student success strategies in the classroom.	
2. Keeps up-to-date in teaching area/discipline including licenses, training or certificates as applicable.	
3. Teaches to pre-approved course objectives.	
4. Instructs students in the facts and skills pertaining to the assigned course (s).	
5. Considers the general and special needs of all students, and when necessary, seeks additional help from and/or refers students to other college support services.	
6. Electronically submit syllabi to appropriate department or division office.	
7. Creates, updates, and distributes to all students every semester a course syllabus according to the format required by Board Policy.	
8. Prepares and delivers according to assigned schedule a final exam unless exception is preapproved by Dean.	
9. Submits midterm enrollment verification forms and final grade reports, notices, attendance records by due dates and any other reports pertaining to assigned course within fourteen days.	
10. Informs department chairperson/program coordinator and dean in writing of any pending problem the instructor is aware or should be aware of that may have a detrimental effect on department, school, or college.	
11. Keeps students informed of course progress both verbally and electronically as appropriate.	
12. Informs students of relevant educational and occupational opportunities.	
13. Commits best resources to success of all of students by recognizing, understanding and embracing diversity.	
14. Conducts classes as scheduled and approved by dean's office.	
15. Cooperates with department chairperson/program coordinator, department members, and the appropriate administrators in the development of curriculum, in the preparation and update of course syllabi, course outlines, selection of textbooks and assessment activities.	
16. Welcome to attend regular department/program meetings and college meetings as available.	
17. Holds office hours for students as outlined in course syllabus and in space available by College.	
18. Utilizes appropriate written and oral communication skills.	
19. Understands and appropriately utilizes all instructional technology as available in classrooms and labs.	
20. As appropriate, maintains classroom and/or lab equipment in good order and when needed, maintains an inventory of assigned equipment and supplies.	
21. When needed, recommends library books and other instructional materials, and places reading materials on reserve in the Library.	
22. Follows Student Handbook policies and procedures.	
<b>TOTAL</b>	
<b>Qualification Level (Total / 22)</b>	

Overall Evaluation of this Adjunct: 1 – 5 \_\_\_\_\_





# CLASSROOM VISIT REPORT

INSTRUCTOR \_\_\_\_\_ Years at Triton \_\_\_\_\_

SUBJECT OBSERVED \_\_\_\_\_ Date of Visit \_\_\_\_\_

BEGINNING ENROLLMENT \_\_\_\_\_ PRESENT IN CLASS ON VISIT \_\_\_\_\_ Late to Class \_\_\_\_\_

\*\*\*\*\*

PLANNING

1. Date of syllabus \_\_\_\_\_  
Prepared by \_\_\_\_\_
2. Does syllabus contain clearly stated objectives?  
Yes \_\_\_\_\_ No \_\_\_\_\_
3. Is there evidence that planning went into the presentation?  
Yes \_\_\_\_\_ No \_\_\_\_\_

(If yes, describe briefly):

4. Class started: Promptly \_\_\_\_\_  
3-5 minutes late \_\_\_\_\_  
5-10 minutes late \_\_\_\_\_

Class (or visitation) ended: \_\_\_\_\_

PRESENTATION

5. Indicate all instructional techniques / aides used:
 

Lecture _____	Demonstrations _____
Chalkboard _____	Visual aids _____
Questioning _____	Computers _____
Practical _____	Drill/ _____
Applications _____	Practice _____
Other _____	
6. Does instructor appear to have a good grasp of the subject (ease of presentation, ability to clarify, answer questions, etc.)? Yes \_\_\_\_\_ No \_\_\_\_\_  
Unable to Observe \_\_\_\_\_
7. Can the instructor be heard?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Unable to Observe \_\_\_\_\_

8. Does the instructor address the entire class?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Unable to Observe \_\_\_\_\_
9. Is the instructor's board presentation organized and legible?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Unable to Observe \_\_\_\_\_
10. If class observed utilized a film, film strip, video, etc., does the instructor display evidence of knowledge of best techniques in utilizing and operating such supplementary aids? (i.e. prior set-up, previewing, specific objectives, follow up, etc.)  
Yes \_\_\_\_\_ No \_\_\_\_\_ Unable to Observe \_\_\_\_\_
11. Does instructor encourage active student participation?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Unable to Observe \_\_\_\_\_
12. What were the activities taking place relating to students participation?

Note taking _____	Volunteering _____
Asking questions _____	Information _____
Hands-on Lab Work _____	Small Group _____
Drill & Practice _____	Activity _____
Other _____	

13. The level of student interest appears:  
Actively Attentive \_\_\_\_\_ Passively Attentive \_\_\_\_\_  
Mixed \_\_\_\_\_ Inattentive \_\_\_\_\_
14. If "lab-type" class, materials, supplies, etc. were:
  - A. Readily available for the lab activities:  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Lab \_\_\_\_\_
  - B. Organized so that all planned activities could take place with a minimum of lost time:  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Lab \_\_\_\_\_

15. If "lab-type" class, is there evidence that safety is being stressed?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Unable to Observe \_\_\_\_\_  
Not "lab type" class \_\_\_\_\_

16. Was material presented in organized manner?  
Yes \_\_\_\_\_ No \_\_\_\_\_

17. Was presentation restricted to specific subject matter / related supplementary material?  
Yes \_\_\_\_\_ No \_\_\_\_\_

18. Did instructor demonstrate effective control over the class?  
Yes \_\_\_\_\_ No \_\_\_\_\_

19. Were any special techniques used to assist student increased retention of subject matter?  
Yes \_\_\_\_\_ No \_\_\_\_\_

20. Was observer left with impression that instructor was interested in the subject and presented the subject with enthusiasm?  
Yes \_\_\_\_\_ No \_\_\_\_\_

\*\*\*\*\*  
OVERALL REACTION AND RECOMMENDATIONS:

INSTRUCTOR REACTION (Use additional sheet if necessary):

\_\_\_\_\_  
Observer's Signature

\_\_\_\_\_  
Instructor's Signature

\_\_\_\_\_  
Date Signed

**Adjunct Instructor Job Description**

1. Utilizes active learning and student success strategies in the classroom.
2. Keeps up-to-date in teaching area/discipline including licenses, training or certificates as applicable.
3. Teaches to pre-approved course objectives.
4. Instructs students in the facts and skills pertaining to the assigned course (s).
5. Considers the general and special needs of all students, and when necessary, seeks additional help from and/or refers students to other college support services.
6. Electronically submit syllabi to appropriate department or division office.
7. Creates, updates, and distributes to all students every semester a course syllabus according to the format required by Board policy.
8. Prepares and delivers according to assigned schedule a final exam unless exception is preapproved by Dean.
9. Submits midterm enrollment verification forms and final grade reports, notices, attendance records by due dates and any other reports pertaining to assigned course within fourteen days.
10. Informs department chairperson/program coordinator and dean in writing of any pending problem the instructor is aware or should be aware of that may have a detrimental effect on department, school, or college.
11. Keeps students informed of course progress both verbally and electronically as appropriate.
12. Informs students of relevant educational and occupational opportunities.
13. Commits best resources to success of all of students by recognizing, understanding and embracing diversity.
14. Conducts classes as scheduled and approved by dean's office.
15. Cooperates with department chairperson/program coordinator, department members, and the appropriate administrators in the development of curriculum, in the preparation and update of course syllabi, course outlines, selection of textbooks and assessment activities.
16. Welcome to attend regular department/program meetings and college meetings as available.
17. Holds office hours for students as outlined in course syllabus and in space available by college.
18. Utilizes appropriate written and oral communication skills.
19. Understands and appropriately utilizes all instructional technology as available in classrooms and labs.
20. As appropriate maintains classroom and/or lab equipment in good order and, when needed, maintains an inventory of assigned equipment and supplies.
21. When needed, recommends library books and other instructional materials and places reading materials on reserve in the library.
22. Follows Student Handbook policies and procedures.
23. Performs other duties as requested or assigned. These other duties shall be restricted to those duties which the adjunct faculty member would or should normally perform for the current semester that they are assigned.



Wellness Points Table

<b>Activity</b>	<b>Point Value</b>
College Council/Academic Senate	25
Student Organization Representative (Clubs etc)	10
Union President	25
Subcommittees of Academic Senate or Functional Committees	15
Other Union Officers	15
Pre-Approved Departmental Work (ie Curriculum Design)	20
Pre-Approved Mentoring of New Adjuncts or Students	15
Temporary Sub Committees and Self Study Committees	15
Professional Development or on-campus workshop (Limit up to 4 workshops/conferences)	10 required or 5 points (not required)
Academic or Artistic Work	See below
Book Publication	75 x 4 semesters
Chapter of Book for collection	20 x 4 semesters
Article Publication in Academic Journal	30 x 4 semesters
Conference Presentation	30 x 4 semesters
Article Publication in Magazine	30 x 4 semesters
Exhibition	50 per semester Displayed up to 4 semesters Maximum \$200
Artistic Performance (such as but not limited to concerts, plays, performing arts)	50 onetime
Off Campus Professional Development	7 one-time
BA (S)	5
MA (S)	15
MA + 15	20
MA + 30	25
MA + 45	30
Doctorate	35



# ADJUNCT FACULTY OFFICE HOUR REIMBURSEMENT

Appendix F

## Clinical and Extension Center Classes Only

Credit Faculty Only

8 weeks

16 weeks

\_\_\_\_\_  
Name (Please Print)

XXX-XX-\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Fall      Spring 20\_\_\_\_

\_\_\_\_\_  
Course and Section

Week	Day/Date	Location	Hours Met Each Week
Ex:	<u>Mon 8/1</u>	<u>B-110</u>	<u>1 hour</u>
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____
7	_____	_____	_____
8	_____	_____	_____
9	_____	_____	_____
10	_____	_____	_____
11	_____	_____	_____
12	_____	_____	_____
13	_____	_____	_____
14	_____	_____	_____
15	_____	_____	_____
16	_____	_____	_____

Total Hours: \_\_\_\_\_

All information on this form must be completed, for each week, in order for it to be considered for reimbursement

My signature below certifies that I held a 60 minute office hour for each of the weeks indicated above. I also listed my office hours and location on my syllabus. I understand that misrepresentation of office hours would be considered fraud and cause for termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Faculty should submit no more than one form per semester and list no more than one office hour per week and only for the duration of their longest course. The completed form is due within one week of the last class claimed. Submit this form to your chairperson or coordinator for approval. Payment for all conference time will be made 60 days after the end of the semester. **No conference hour forms will be accepted after the date final grades are due.**

I certify that the work specified above has been performed.

\_\_\_\_\_  
Chairperson/Coordinator Approval

\_\_\_\_\_  
Date

Adjunct faculty may be paid up to 1 hour per week (Fall and Spring) each semester for conference time actually spent with students outside of schedule class time up to a maximum of 16 hours. The rate of pay is \$25.00 per office hour.

Pay the above named adjunct faculty for \_\_\_\_\_ hours x \$25 = \_\_\_\_\_ (total) **Max \$400 per semester**

**DO NOT WRITE BELOW THIS LINE**

**FOR PAYROLL/HUMAN RESOURCES USE ONLY**

Payroll Processed: \_\_\_\_\_

Human Resources Approval: \_\_\_\_\_





# ADJUNCT FACULTY - ION PROGRAM APPROVAL REQUEST

Employee \_\_\_\_\_

Social Security no. XXX-XX-\_\_\_\_\_

## ION Certification Program at University of Illinois

### Repayment will be for Professional Development CEUs only

I, \_\_\_\_\_, an AFM, hereby unconditionally agree that I will remain employed with Triton College for a minimum period of three (3) years from the date of my last day of ION training for which I am seeking reimbursement. Payment will be for Professional Development CEUs only.

Furthermore, I fully understand that I must reimburse Triton College for the full cost of my training, including tuition and fees, should I voluntarily terminate my employment at Triton College within three (3) years of my last day of ION training. I also understand that I will be liable for collection costs and legal fees (if any), and hereby consent to garnishment and a wage deduction from my paycheck in an amount up to and including the amount specified below as the total cost of training.

By my signature below, I fully understand and accept these conditions of my employment and reimbursement of my ION training.

Employee Signature	Date
--------------------	------

Employee signature \_\_\_\_\_ Date of Request \_\_\_\_\_

Dean's and Vice President's Action:

- \_\_\_\_\_ 1. Program approved for tuition reimbursement
- \_\_\_\_\_ 2. Program not approved

Dean	Date	Vice President	Date
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## Assume Pre-Qualified – Current Adjunct as of Date of Contract

CURRENT ADJUNCT CATEGORIES						
DESCRIPTION	FALL 1	SPRING 1	FALL 2	SPRING 2	FALL 3	SPRING 3
Qualified & Active	4	4	4	4	4	4
				Q	A	A
Inactive at End of one (1) Semester Not Qualified – would need three (3) semesters of four (4) credit hours to re-qualify (Unless zero is no fault of adjunct)*	4 A	0 I	4 I	4 I	4 I	Re-Qualify
<b>SEMESTER NUMBER</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

\*Assumes Initially Qualified

\*\*Exceptions to this section shall be: If due to class cancellation (or “bumping”), the class has been made unavailable to the AFM at no fault of their own. In that event, the AFM shall maintain all seniority status or pool status afforded them for one (1) semester.

**Qualified/Active (These categories tie to “Request for Assignment”)**

Q = Qualified	– Point at which qualified for union membership
I = Inactive	– Not qualified for union membership
A = Active	– Bargaining unit member

