

AGREEMENT BETWEEN
SOUTH SUBURBAN COLLEGE
COMMUNITY COLLEGE DISTRICT 510

AND

SOUTH SUBURBAN COLLEGE
ADJUNCT FACULTY ASSOCIATION, IFT/AFT
COOK COUNTY COLLEGE TEACHERS UNION

LOCAL 1600

2009 - 2013

COLLECTIVE BARGAINING AGREEMENT

SOUTH SUBURBAN COLLEGE

INDEX

	PAGE NO.
PREAMBLE.....	1
ARTICLE AND SECTION NO.	
ARTICLE I	DEFINITIONS.....2-4
SECTION 1.1	AGREEMENT.....2
SECTION 1.2	BOARD.....2
SECTION 1.3	COLLEGE.....2
SECTION 1.4	UNION.....2-3
SECTION 1.5	ADJUNCT FACULTY MEMBER.....3
SECTION 1.6	BARGAINING UNIT EMPLOYEE.....3
SECTION 1.7	CREDIT HOURS.....3-4
SECTION 1.8	SEMESTER OR ACADEMIC SEMESTER.....4
SECTION 1.9	ACADEMIC YEAR.....4
ARTICLE II	RECOGNITION.....5
SECTION 2.1	SCOPE.....5
SECTION 2.2	INTEGRITY OF THE BARGAINING UNIT.....5
ARTICLE III	BOARD'S MANAGEMENT RIGHTS.....6-8
ARTICLE IV	BOARD RESPONSIBILITIES.....9
ARTICLE V	ASSOCIATION RIGHTS.....10-17
SECTION 5.1	NO DISCRIMINATION.....10
SECTION 5.2	NO COERCION.....10
SECTION 5.3	INFORMATION TO ASSOCIATION.....11
SECTION 5.4	BOARD MEETINGS.....11
SECTION 5.5	DUES CHECKOFF.....11-12
SECTION 5.6	AUTHORIZATION TO BIND BOARD.....12
SECTION 5.7	RIGHTS AND BENEFITS OF ADJUNCT FACULTY MEMBERS.....13
SECTION 5.8	PERSONNEL FILE.....13
SECTION 5.9	RIGHT TO REQUEST REPRESENTATION.....14
SECTION 5.10	FAIR SHARE.....14-15
SECTION 5.11	DISTRIBUTION OF ASSOCIATION MATERIAL.....15-16
SECTION 5.12	COPE DEDUCTIONS.....17
ARTICLE VI	ACADEMIC FREEDOM, FACULTY RESPONSIBILITIES AND FACULTY EVALUATIONS.....18-23
SECTION 6.1	PRINCIPLES OF FREEDOM.....18
SECTION 6.2	SCOPE.....18-19
SECTION 6.3	ADJUNCT FACULTY RESPONSIBILITIES.....19-21
SECTION 6.4	ADJUNCT FACULTY EVALUATIONS.....21-23

ARTICLE VII	GRIEVANCE PROCEDURE.....	24-35
SECTION 7.1	OBJECTIVE.....	24
SECTION 7.2	DEFINITION OF GRIEVANCE.....	24
SECTION 7.3	PRE-GRIEVANCE CONSULTATION.....	24-25
SECTION 7.4	GRIEVANCE PROCEDURE.....	25
SECTION 7.5	GRIEVANCE STEPS.....	26-28
SECTION 7.6	BINDING ARBITRATION.....	28-29
SECTION 7.7	AUTHORITY OF THE ARBITRATOR.....	29-30
SECTION 7.8	EXPENSES OF ARBITRATION.....	30
SECTION 7.9	TIME LIMITS.....	30-31
SECTION 7.10	TIME OF THE ESSENCE.....	31-32
SECTION 7.11	BOARD AND ASSOCIATION GRIEVANCES.....	32-33
SECTION 7.12	MISCELLANEOUS PROVISIONS.....	33-35
ARTICLE VIII	ASSIGNMENT OF CLASSES.....	36-37
SECTION 8.1	METHODOLOGY.....	36-37
ARTICLE IX	SENIORITY.....	38
SECTION 9.1	DEFINED.....	38
ARTICLE X	COMPENSATION AND CLASS SIZE.....	39-44
SECTION 10.1	CLASSIFICATION.....	39
SECTION 10.2	COMPENSATION/CHE.....	39
SECTION 10.3	SURS RETIREMENT.....	40
SECTION 10.4	SICK DAY ABSENCE.....	40
SECTION 10.5	JURY DUTY.....	40
SECTION 10.6	TUITION WAIVER.....	41
SECTION 10.7	PROFESSIONAL RESOURCES.....	41
SECTION 10.8	RELEASE TIME FOR UNION REPRESENTATIVES.....	41-42
SECTION 10.9	SUBSTITUTE TEACHER COMPENSATION.....	42
SECTION 10.10	CLASS SIZE.....	42-44
ARTICLE XI	NON-INTERRUPTION OF WORK.....	45-46
ARTICLE XII	PRECEDENCE OF AGREEMENT.....	47
ARTICLE XIII	ENTIRE AGREEMENT.....	48-49
ARTICLE XIV	PAST PRACTICE.....	50
ARTICLE XV	SEVERABILITY.....	51
ARTICLE XVI	TERM OF AGREEMENT.....	52
	SIGNATURE PAGE	

PREAMBLE

WHEREAS, the Board and the Association fully comprehend the legal authority of the Board; and,

WHEREAS, the Board and the Association fully comprehend the position of the Association as the designated bargaining representative for the adjunct faculty members covered by this Agreement; and

WHEREAS, the Board and the Association endorse the policies, practices and procedures of the Illinois Educational Labor Relations Act as regards the spirit and the intent of collective bargaining; and

WHEREAS, it is the desire and intent of the parties to seek the orderly adjustment of differences that may arise between them, to seek an orderly method of handling and processing grievances and to promote harmony and efficiency in the working relationships between the parties so that the public, the College, the students, the adjunct faculty and the employees may benefit; and

WHEREAS, it is the intention of the Board and the Association through this Agreement to provide for the compensation, hours, fringe benefits and conditions of employment provided to the adjunct faculty members by the Board.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

DEFINITIONS

For the purpose of this Agreement, and as used in this Agreement, the following terms shall be defined for illustrative purposes, as follows:

SECTION 1.1
AGREEMENT

The term “Agreement” shall mean this current collective bargaining agreement between the Board and the Union.

SECTION 1.2
BOARD

The term “Board” shall mean the Board of Community College District No. 510, County of Cook, and State of Illinois, its trustees, officers, directors and duly authorized administrators, supervisors and agents the Board may so designate, acting within the scope of their authority.

SECTION 1.3
COLLEGE

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

SECTION 1.4
UNION

The term “Union” or “Association” refers to the South Suburban College Adjunct Faculty Association, IFT, Cook County College

Teachers Union, Local 1600, the bargaining agent for all adjunct faculty covered under this Agreement.

SECTION 1.5

ADJUNCT FACULTY MEMBER An “Adjunct Faculty Member” refers to a faculty member who is not a full time faculty member as defined in the collective bargaining agreement between South Suburban College and the South Suburban College Faculty Association (SSCFA).

SECTION 1.6

BARGAINING UNIT EMPLOYEE The term “bargaining unit employee” or “BUE” shall mean all currently employed adjunct faculty members who have taught three (3) credit hours for two (2) consecutive semesters. Excluded: All managers, officers, administrators, retirees and supervisors as defined in the Act, all full time employees of the College, and other employees of the College covered by another collective bargaining unit.

SECTION 1.7

CREDIT HOURS The term “credit hours” shall refer to units of study, a standard unit of measurement of academic work. Credit hours are related to the number of hours of instruction per week over an academic semester.

SECTION 1.8

SEMESTER OR ACADEMIC SEMESTER

“Semester” or “Academic Semester” means the Fall or Spring term of the Academic Year.

SECTION 1.9

ACADEMIC YEAR

“Academic Year” means the Fall and Spring semesters of a Board defined Academic Year.

ARTICLE II

RECOGNITION

SECTION 2.1

SCOPE

The Board recognizes the Association as the sole and exclusive bargaining agent for all adjunct faculty members currently working for South Suburban College that are teaching at least three (3) CHE for two (2) consecutive semesters.

Excluded: All managers, officers, administrators, retirees, and supervisors as defined in the Illinois Educational Labor Relations Act (IELRA), all full time employees of the College, and all employees covered by another collective bargaining unit agreement with the College.

SECTION 2.2

**INTEGRITY OF THE
BARGAINING UNIT**

The Board recognizes the integrity of the bargaining unit and shall not meet, discuss, confer, subsidize or negotiate with any other adjunct faculty organization or its representatives on matters pertaining to hours, compensation, working conditions and fringe benefits. The Board shall not negotiate with adjunct faculty members within the bargaining unit over their hours, compensation, working conditions and fringe benefits.

ARTICLE III

BOARD'S MANAGEMENT RIGHTS

The College possesses and retains the inherent right and authority to operate and direct the employees of the College in all respects, including, but not limited to, all rights and authority exercised by the Board prior to the execution of this Agreement, except as specifically limited in this Agreement. The authority and powers of the College as prescribed by the Statutes and Constitutions of the State of Illinois and the United States shall continue unaffected by this Agreement except as expressly limited by the express provisions of this Agreement. These rights include, but are not limited to, the following:

- A. To maintain executive and administrative control of the College and its properties and facilities and the activities of its employees as related to the conduct of College affairs;
- B. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current Board policy or as the same may from time to time be amended;
- C. To establish, modify or eliminate programs, curriculums and/or courses of instruction, including special programs, and athletic, recreational and special events for students, and to determine whether to provide or purchase goods and services, all as deemed necessary or advisable by the College;
- D. To hire all employees and, subject to provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to evaluate/promote and transfer all such employees;

- E. To determine classroom and student assignments, class schedules, class size, non-classroom assignments, the hours and places of instruction, policies on student examinations, and the duties, responsibilities, and assignment of bargaining unit employees;
- F. Nothing in this Agreement shall be construed as giving a bargaining unit employee a vested right or property interest in continued employment.
- Bargaining unit employees acknowledge they are employees at will. The College reserves the right to terminate the employment of a bargaining unit employee during the academic term for such cause as the College deems fit or to decide not to hire or rehire an employee at the College's discretion;
- G. Non-renewal of employment (that is, the decision of the College not to rehire a bargaining unit employee for a new semester or other academic term) is not grievable. The College will endeavor to give bargaining unit employees notice of renewal or non-renewal at or near the time of the conclusion of the current semester. For example, a decision not to rehire a bargaining unit employee for the Fall semester shall generally be communicated to the bargaining unit employee by the end of the preceding Spring semester. Any course assignments made to a bargaining unit employee pursuant to ARTICLE IX, "Assignment of Classes," shall be considered provisional and tentative until such time as the College determines the bargaining unit employee will be retained for that semester. A bargaining unit employee who has been advised that he/she will not be retained for that semester, and who has received a provisional summer assignment, shall not be eligible for the summer assignment.

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

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

ARTICLE IV

BOARD RESPONSIBILITIES

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

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing. Nothing contained herein shall limit the parties' rights to settle grievances in accordance with ARTICLE VII.

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

ARTICLE V

ASSOCIATION RIGHTS

SECTION 5.1

NO DISCRIMINATION

In accordance with applicable law, the Board and the Association agree not to discriminate against any adjunct faculty member covered by this Agreement or any applicant for any position covered by this Agreement on account of sex, race, color, creed, age, religion, marital status, sexual orientation, parental status, national origin, or physical or mental handicap, actual or perceived.

SECTION 5.2

NO COERCION

The Board and the Association agree not to interfere with the right of adjunct faculty members, covered by this Agreement, to become or not become members of the Association and that there shall be no discrimination against any adjunct faculty members covered by the Agreement because of Association membership or non-membership. Membership in the Association or any other employee organization or association not affiliated with the College shall not be a condition of employment for any adjunct faculty member covered by this Agreement. The Board will not discriminate in hiring, continuity of employment or in promotional opportunities or otherwise because of any employee's membership or lawful organizational activities in the Association.

SECTION 5.3

INFORMATION TO ASSOCIATION The Association President, upon reasonable request, shall be provided with at least one (1) copy of any public information and records where an extra copy is available and shall be provided with access to such information and records where extra copies are not available.

SECTION 5.4

BOARD MEETINGS A copy of the agenda and memoranda containing the recommendations, if any, of the College President, excluding any recommendations that pertain to matters which the Board will consider in executive session, such as personnel matters and collective bargaining, will be distributed to the Association President at the same time that these items are distributed to Board members.

SECTION 5.5

DUES CHECKOFF Upon receipt of lawful, written authorization from adjunct faculty members covered by this Agreement, which may be revoked in accordance with applicable law, the Board agrees to deduct from their pay, the regular Association membership dues. When an adjunct faculty member revokes the authorization in accordance with applicable law, the adjunct faculty member shall notify the Association Treasurer, in writing, and shall at the same time submit a copy of said

notification to the Director of Business and Accounting Services. The dues and a list of the employees from whom pay dues have been deducted shall be forwarded to the individual designated by the Association to receive such deductions no later than fourteen (14) days after such deductions are made. The rate of the regular uniform membership dues to be deducted for each adjunct faculty member will be certified in writing by the Association to the Board. The CCCTU shall indemnify and hold harmless the Board, its members, officers, agents from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this ARTICLE, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

SECTION 5.6

**AUTHORIZATION TO
BIND BOARD**

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

SECTION 5.7

**RIGHTS AND BENEFITS OF
ADJUNCT FACULTY MEMBERS**

The rights and benefits set forth in this Agreement shall be considered part of

any individual contract of employment between any adjunct faculty member covered by this Agreement and the Board. The Board shall make available to each adjunct faculty member the official Board Policies, insurance brochure, and pension informational material. The Board will provide sufficient copies of this Agreement, after it has been ratified by the parties, to the Association for distribution by the Association to the adjunct faculty members covered by this Agreement. At the time an individual contract of employment is proffered for any position covered by this Agreement, a copy of this Agreement shall also be given to the applicant.

SECTION 5.8

PERSONNEL FILE

Upon request, an adjunct faculty member may review said member's cumulative personnel file, except for credentials (which shall include letters of recommendation). Except for such credentials, an adjunct faculty member, upon request, may reproduce any item in said personnel file. An adjunct faculty member may attach a written response to any item, except credentials. This personnel file shall be the only personnel file. An adjunct faculty member shall be informed when material of any derogatory nature is added to the member's personnel file.

SECTION 5.9

RIGHT TO REQUEST

REPRESENTATION

Whenever a conference between an adjunct faculty member and an administrator is held for the specific purpose of discussing any

question concerning the interpretation or application of any provision in this Agreement or for the specific purpose of discussing the termination, dismissal or suspension of an adjunct faculty member, the adjunct faculty member shall have the right to request that a representative of the Association be present.

SECTION 5.10

FAIR SHARE

Adjunct faculty members covered by this

Agreement who are not members of the

South Suburban College Adjunct Faculty

Association, a Chapter of the Cook County College Teachers Union (hereinafter referred to as the "Association"), shall, commencing on the effective date of this Agreement, and continuing during the term of this Agreement, and so long as they remain non-members of the Association, pay a fair share payment to the Association for services rendered as the exclusive representative of the employees covered by this Agreement. Such proportionate share payments shall be deducted by the Board from the earnings of the non-member and paid to the Cook County College Teachers Union (CCCTU). The Treasurer of the CCCTU shall submit to the Board an affidavit which specifies the amount which constitutes said proportionate share which shall not exceed the dues uniformly required of members of the Association and a general description of the services provided as well as a breakdown of the per capita dues. The amount of dues certified by the CCCTU shall not include any fees for contributions related to the election or support of any candidate for political office or member only benefit.

Non-members who protest this fair share payment upon bona fide religious tenets or teachings of a church or religious body shall pay an amount equal to such fair share fee to

the South Suburban College Foundation or to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the Illinois Educational Labor Relations Board may establish an approved list of charitable organizations to which the payment may be made. The affected non-member must provide proof of such payment to the CCCTU.

The CCCTU shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this ARTICLE, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

SECTION 5.11

DISTRIBUTION OF ASSOCIATION MATERIAL The Association may distribute Association literature on College property, provided

there is no interference with College operation. No one shall be allowed to distribute Association materials in a manner which disrupts faculty members or other employees in the performance of their duties or which disrupts students in the pursuance of their educational goals.

In the distribution of such material, the Association shall be mindful that it represents members of a learned profession. In light thereof the Association agrees to refrain from distributing materials of an inflammatory, libelous, accusatory, derogatory

or partisan political nature. The Association President, or a faculty member designee, shall have the privilege of placing official Association material in the mailboxes of the faculty members.

The College agrees that it shall provide to the Association reasonable bulletin board space, where bulletin boards are currently available, for the posting of notices and materials relating to Association activities. Posting of such notices and materials is permitted only on bulletin board space provided in accordance with this SECTION. The Association agrees that only appropriate materials dealing with Association business shall be posted thereon, and that the areas so designated shall be kept in as reasonable an order as is possible by removing outdated material.

Nothing in this SECTION shall be construed to prohibit individual adjunct faculty members from posting or displaying Association literature or materials in their offices. Such postings shall not be violative of the prohibitions set forth in this SECTION.

SECTION 5.12

COPE DEDUCTIONS

Upon receipt of a voluntary written authorization from an adjunct faculty member covered by this Agreement, the Board will deduct from the adjunct faculty member's wages, a deduction for the Cook County College Teacher's Union - Committee on Political Education (CCCTU-COPE).

Upon receipt of a voluntary written revocation of such a previously filed written authorization from a faculty member covered by this Agreement, served upon the Board and the Association, the Board will, on the date thereof, cease to deduct such COPE contributions from that faculty member's wages such deductions have been made and the amount deducted during the period covered by the remittance.

The CCCTU shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this ARTICLE, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

ARTICLE VI

ACADEMIC FREEDOM, FACULTY RESPONSIBILITIES AND FACULTY EVALUATIONS

SECTION 6.1

PRINCIPLES OF FREEDOM When adjunct faculty members speak or write, their special positions impose equally special obligations.

Adjunct faculty members shall, at all times, be cognizant that they are members of a learned profession and are responsible officers of an educational institution. When adjunct faculty members speak or write as citizens, they shall do so freely while being further mindful of those special obligations this special position in the community imposes. As persons of learning and as educational officers, adjunct faculty members should always be cognizant that the public may judge their profession and their institution by any writings or utterances made. As a consequence, when adjunct faculty members speak or write, they should exercise appropriate professional judgment, show respect for the opinions of others, identify their own personal persuasion on controversial issues, maintain the highest attempt to be accurate and make every effort to indicate that they are not institutional spokespersons.

SECTION 6.2

SCOPE Within the scope of their duties and responsibilities, the Board and adjunct faculty members recognize their responsibility to protect and encourage the search for knowledge and its dissemination. Adjunct faculty members have both the right and obligation to adequately investigate and to present to their

students, based upon their professional judgment, available information related to their subject or the education of their students. Adjunct faculty members shall have the freedom in the classroom to reasonably utilize such materials and to discuss such topics as are relevant to their subject, appropriate to their teaching methods and conducive to the attainment of the objectives and goals of the course.

The course content provided for herein shall be consistent with the purpose and objectives of the course as adopted by the College, approved by the Vice President of Academic Services, approved by the Illinois Community College Board (ICCB) and subject to College rights, policies and procedures.

SECTION 6.3

ADJUNCT FACULTY

Adjunct faculty members who teach shall

RESPONSIBILITIES

have the right and responsibility, consistent with the provisions of this SECTION, to

reasonably determine methods of instruction in furtherance of the goals and course content as determined by the official course outlines of the College and further subject to such other procedures as may be specified by the Board. Department Chairs may, in their sole discretion, solicit the participation or input of BUEs on appropriate matters.

Nothing herein shall preclude the participation of adjunct faculty in the selection of course topics, content and textbooks according to the practices of each academic department.

Each BUE shall develop a syllabus for each course which shall include an outline of

course goals and objectives. In addition, the syllabus shall comply with the format and requirements of any departmental model course syllabus. Such syllabus shall be distributed to each student in the course on the first day the course meets and shall be considered a contract between the instructor and student.

Each BUE shall submit a copy of each course syllabus to the Dean prior to the first class meeting, or within three school days after the first class meeting where course assignments are made with less than three (3) school days' notice. If a course syllabus is unacceptable because it fails to meet the criteria set forth above, then the BUE shall be informed of the reasons why it is unacceptable and the syllabus shall be returned to the faculty member for revisions and resubmittal without delay.

Adjunct faculty members who teach shall have sole and final authority on the issuance of grades for students in their classes, consistent with their professional responsibility of fairness and impartiality and consistent with the provisions of this SECTION. To allow students due process, grades given by adjunct faculty are subject to review by the Academic Appeals Committee only, and only in those cases where the students allege that grades were not given fairly and impartially following the procedures outlined under "Student Grade Appeals Process" in the current College catalogue.

It is the mandatory responsibility of adjunct faculty members to fully comply with the timelines for submitting all grades, grade computations and calculations and any and all other data and materials required by the College during and at the conclusion of each course taught. Failure to comply with these mandatory requirements shall result in the immediate termination of employment for such adjunct faculty member.

SECTION 6.4

ADJUNCT FACULTY EVALUATIONS

The College and the Association agree that it is in the best interests of the students and the adjunct faculty member that the highest level of educational instruction be maintained and delivered. Accordingly, the evaluation process provided for in this ARTICLE VI, SECTION 4, shall be implemented upon the ratification and implementation of this Successor Agreement.

Adjunct faculty members shall be evaluated in the following manner:

- 1) Student evaluations to be administered by the adjunct faculty members, collected by them and returned to the appropriate Department Chair and/or Dean; copies of such evaluations shall be furnished to the adjunct faculty member and shall be placed in the adjunct faculty member's personnel file.
- 2) Classroom observations and reviews by the appropriate Department Chair and/or Dean;
- 3) Self evaluations;
- 4) Mandatory classroom observations and reviews for all new adjunct faculty members in one or more of the courses taught by them in their first assignments;
- 5) Systemic classroom observations and reviews, on a random basis, over a three (3) year period for all adjunct faculty members to insure that all are observed in their classrooms.

Provided, however, that nothing contained herein shall restrict the appropriate Department Chair and/or Dean from making more classroom visits and/or conducting discussions with an adjunct faculty member as the need arises, either because of student complaints or problems, or on the basis of information having come to the attention of the appropriate Department Chair and/or Dean, which, in their sole discretion, they determine warrants that such appropriate actions be taken.

The final evaluation shall be contained on a standard form utilized by all Department Chairs and/or Deans. Said form shall be distributed to the adjunct faculty member so that the adjunct faculty member shall be aware of the evaluation format. In completing the evaluation the evaluator shall have the option of doing so without consultation with the adjunct faculty member. If no adverse findings are noted therein, such evaluation shall be forwarded to the Dean of Human Resources for placement in the adjunct faculty member's personnel file.

However, if the evaluator determines that there are issues that would lead to an unfavorable evaluation of the adjunct faculty member, then, in that event, the evaluator shall schedule a meeting to discuss those issues prior to the completion of the evaluation form so as to afford the adjunct faculty member the opportunity to be heard. Thereafter, the completed evaluation shall be forwarded to the Dean of Human Resources for inclusion in the adjunct faculty member's personnel file.

Further, depending upon the procedures therefore established by the several Departments of the College, adjunct faculty members shall participate, as full and equal members therein, in the process for Outcomes Assessment of the courses taught.

ARTICLE VII

GRIEVANCE PROCEDURE

SECTION 7.1

OBJECTIVE

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

SECTION 7.2

DEFINITION OF GRIEVANCE

A grievance shall mean a complaint by an administrator, an adjunct faculty member, a group of administrators, a group of adjunct faculty members, the Board of Trustees or the Adjunct Faculty Association, that there has been a violation or misinterpretation of the specific terms of this Agreement, of written Board Policies or written Board Rules and Regulations which relate directly to wages, hours or working conditions of administrators and of adjunct faculty members covered by this Agreement and which may, from time to time, be in effect.

SECTION 7.3

PRE-GRIEVANCE CONSULTATION

The Board and the Association agree that a number of potential grievances may be avoided if the affected administrators or

adjunct faculty member(s) and the appropriate College Administrator or adjunct faculty representative are able to discuss and resolve problems by these means. There may be occasions, however, when the administrator or adjunct faculty member(s) believe that the defined problem might not be resolved by such discussions, or when the administrator or adjunct faculty member(s) would prefer that such consultations and discussions be held, on an informal basis, by an Association representative and a representative of the College.

In such cases, the adjunct faculty member(s) may contact either the Chapter Chairperson or the Grievance Chair to set forth the problem. Administrators may contact the appropriate department head or vice president. Thereupon the Association representative or Administration representative shall contact the other party or parties to discuss the problems and possible resolutions. If the potential grievance is not resolved by this procedure, then, in that event, the filing of a grievance in STEP 1 shall commence. Such pre-grievance consultation is optional.

SECTION 7.4

GRIEVANCE PROCEDURE

The following four (4) step procedure is the exclusive remedy for adjunct faculty members, the Adjunct Faculty

Organization, the Board and Administrators concerning all matters arising under applicable law and this Agreement.

SECTION 7.5

GRIEVANCE STEPS

A grievance shall be processed as follows:

STEP 1 An adjunct faculty member, the Association, the Board or an Administrator shall submit the grievance in writing to the appropriate Dean or the Association Grievance Chair or other person designated by the Board or Adjunct Faculty Association for this purpose within the time periods provided for in SECTION 7.9 and state the relevant facts upon which it is based, the nature of the complaint, and the relief requested. The appropriate Dean or Association Grievance Chair or other person designated for this purpose shall give their written answer within five (5) school days after receipt of the written grievance.

STEP 2 If the grievance is not settled at STEP 1 and the grievant(s) wishes to appeal the grievance to STEP 2, it shall be referred in writing to the appropriate College Vice President or designee or to the Adjunct Faculty Association Vice Chairperson within ten (10) school days after receipt of the answer at STEP 1 and shall be signed by both the grievant(s) and the appropriate Adjunct Faculty Association Representative or by the grieving Administrator(s). The appropriate College Vice President or Adjunct Association Vice Chairperson or designee shall give a written answer within ten (10) school days after presentation of the grievance in writing.

STEP 3 If the grievance is not settled at STEP 2 and the grievant(s) wishes to appeal the grievance to STEP 3, it shall be referred, in writing to the College Vice President or Adjunct Association Chairperson within ten (10) school days after receipt of the answer at STEP 2. Within ten (10) school days, the College President or Adjunct Association Chairperson, if practical, or the designated representative, provided said person has not been previously involved in STEP 1 or STEP 2, shall discuss the grievance with the Adjunct Faculty Association representative and the Administration or

Adjunct Faculty grievant(s), if so desired, at a time mutually agreeable to the parties. If no settlement is reached, the College President, or the Adjunct Association Chairperson, or the designated representative, shall give a written answer within ten (10) school days following such meeting.

STEP 4 If the grievance is not settled in STEP 3 and the grievant(s) desires to appeal, it shall be referred, in writing, to the Board of Trustees or the Adjunct Faculty Association Executive Committee, as the case may be, within ten (10) school days after the answer in STEP 3. The Board or Association Executive Committee shall have the option of hearing the matter but shall not be bound to do so.

If the Board or the Association Executive Committee decides not to take up and hear the matter, it shall give its written answer to the Administrator or Adjunct Faculty grievant(s) and the Adjunct Faculty Association within ten (10) school days of receipt of the appeal by the Board or Association Executive Committee. If the Board or Association Executive Committee decides to hear the matter, it shall meet within fifteen (15) school days of receipt of the appeal and shall discuss the grievance with the Administrator or Adjunct Faculty grievant(s) and the Adjunct Faculty Association representative. The Board or the Association Executive Committee shall give its written answer to the Adjunct Faculty Association within fifteen (15) school days after the date of the Board meeting.

Use, by any party of this STEP 4 procedure, is fully at the discretion of the grievant(s).

SECTION 7.6

BINDING ARBITRATION

If the grievance is not settled in accordance with the foregoing procedure, the Board on its own behalf or on behalf of an administrator or group of administrators, the Administration or the Association may serve notice of intention to arbitrate within ten (10) school days after receipt of the answer of the Board in STEP 4, or within ten (10) school days after the receipt of the answer in STEP 3. If STEP 4 is not utilized, or within two (2) weeks after the Fall or Spring semester, if the answer of the Board or the Association Executive Committee in STEP 3 or STEP 4 is given at a time other than during the Fall or Spring semester, or within the last week of the Fall or Spring semester.

The parties shall attempt to agree upon an arbitrator within five (5) school days after receipt of the notice of intention to arbitrate. In the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately, jointly, request the American Arbitration Association to submit a panel of five (5) arbitrators. Both the Board and the Association shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator.

Each party retains the right to reject one panel in its entirety and request a new panel. The arbitrator shall be notified of the selection by a joint letter from the Board and the Association and such communication shall request that the arbitrator set a time and place for the hearing, subject to the availability of the Board and the Association representatives. If both parties mutually agree in writing, more than one (1)

grievance may be submitted to the same arbitrator.

SECTION 7.7

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 this Agreement, or the provisions of written Board Policies or written Board Rules and Regulations. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Board and the Association and shall have no authority to make any decision or recommendation on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws, rules and regulations having the force and effect of law. The arbitrator will not in any way limit or interfere with the powers, duties and responsibilities of the Board under applicable law.

The arbitrator shall submit a written decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later. The decision shall be based solely upon interpretation of the meaning or application of the specific terms of this Agreement, or if applicable, provisions of written Board Policies or written Board Rules and Regulations, to the facts of the grievance presented. Consistent with these provisions, the decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall have the authority to make an award concerning the remedy, if any, that the arbitrator considers to be appropriate.

SECTION 7.8

EXPENSES OF ARBITRATION

The fees and expenses of the arbitrator and the costs of a written transcript shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives or witnesses. All other expenses shall be borne by the party incurring them.

The parties agree to schedule arbitration hearings insofar as practicable at times when faculty members can be present to testify as witnesses without interfering with their teaching or other assigned duties. Unless the parties mutually agree otherwise, arbitration hearings shall be held at the College's campus in South Holland, Illinois.

SECTION 7.9

TIME LIMITS

No grievance shall be entertained or processed at the initial level unless it is submitted within ten (10) school days after the occurrence of the event giving rise to the grievance, or within ten (10) days after the grievants or appropriate administrators had knowledge, or should have had knowledge of the event, as proven by the Board, of the event giving rise to the grievance.

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits will be considered to be acceptance of the decision rendered at that

step. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits will permit the aggrieved party to proceed to the next step. The parties may, by mutual agreement, in writing, extend any of the time limits set forth in this ARTICLE. The time limits set for STEPS 2, 3, and 4 shall be tolled or suspended during the Summer session or breaks if the grievant(s) is outside the geographic area of the College during the Summer session or breaks and if said grievant(s) makes a timely request in writing.

For the purposes of ARTICLE VII only, the term “school day” shall mean weekdays (Monday through Friday), 7:00 a.m. to 10:00 p.m. on which daytime classes are regularly scheduled. The term “school day” shall apply only to the Fall and Spring semesters and the Summer session, except when the Board determines that there shall be no Friday work schedule or classes during the Summer session.

SECTION 7.10

TIME OF THE ESSENCE

The parties agree that the objective time limits as provided for here is to effectuate a final conclusion of the subject

matter of the grievance. In regard thereto, the parties specifically declare and agree that time is of the essence in the performance of all obligations pursuant to this ARTICLE and the SECTIONS thereof.

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

SECTION 7.11

BOARD AND ASSOCIATION

The Board and the Association shall have

GRIEVANCES

the right to use the grievance procedure

starting at STEP 1 or 2.

- A. Board grievances fall into the following two (2) categories:
 - 1. Those alleged grievances defined in SECTION 7.2 relating directly to Management Rights;
 - 2. Those alleged grievances that relate to a group or groups of administrators who have the same grievance on behalf of said group or groups of administrators, as defined in SECTION 7.2.

- B. Association grievances fall into the following two (2) categories:
 - 1. Those alleged grievances defined in SECTION 7.2 relating directly to Association rights;
 - 2. Those that relate to a group or groups of adjunct faculty members who have the same grievance on behalf of said group or groups of adjunct faculty members, as defined in SECTION 7.2.

SECTION 7.12

MISCELLANEOUS PROVISIONS

- A. All disputes arising under this Agreement shall be resolved either by agreement or through the grievance procedure. Concerning matters arising outside of the provisions of this Agreement, wherever applicable, adjunct faculty members shall utilize other channels for amelioration of complaints or disagreements not specifically covered

by any provisions of this Agreement.

- B. Nothing contained in this ARTICLE shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of the arbitrator's decision.
- C. Conferences, meetings, and hearings held pursuant to the grievance procedure shall be set by mutual agreement.
- D. The Adjunct Faculty Association shall inform the College, in writing, of the names of the Chapter Chairperson, the Grievance Chair and all members of the Adjunct Faculty Association Executive Committee, who, among others, are authorized to settle grievances on a step or advance grievances to the next step. Only such persons shall settle or advance such grievances. The answers provided at each step of the grievance procedure shall be in writing and shall fully set forth the reasons therefore.
- E. Attendance at meetings and hearings held under this grievance procedure shall be limited to those persons specified in the procedure, witnesses, resource people required by either party and legal counsel for the parties. These meetings shall be scheduled at a time and place mutually agreeable to the College and the Association. No adjunct faculty member or administrator entitled to be present shall suffer loss of pay because of participation in this grievance procedure.
- F. Any grievance settled at STEP 1 or STEP 2 shall not be a precedent.
- G. When the Association files a grievance involving an individual

faculty member or a group of adjunct faculty members, such grievance shall be signed by the Association Chairperson, Grievance Chair, and the Grievant(s). When the Board, on its own behalf or on behalf of the Administration, files a grievance, such grievance shall be signed by the Chairman of the Board, its secretary and the Grievant(s).

- H. Any individual who files a grievance, whether that individual is a member of the administration of the College or is an Association member, shall sign such grievance.
- I. The filing or pendency of any grievance under the provisions of this ARTICLE shall not prevent the Board and its Administration from taking the action complained of, subject however, to the final decision on the grievance.
- J. The grievance and arbitration procedures of this Agreement shall not apply to any matter as to which the Board is without authority to act or concerning which the Association is not authorized to represent employees covered by this Agreement.
- K. Nothing contained in this ARTICLE or elsewhere in this Agreement shall be construed to deny to the Board, the Administration, College administrators or any adjunct faculty their rights under applicable law, or resolutions, rules or regulations having the force and effect of law.
- L. If an alleged grievance arises concerning matters at the Vice Presidential or Presidential levels of the administration, then, in that

event, the parties may mutually agree to initiate the grievance procedure, subsequent to the pre-grievance meeting, at the step of the grievance process appropriate to those levels.

ARTICLE VIII

ASSIGNMENT OF CLASSES

SECTION 8.1

METHODOLOGY

Based on a tentative semester/term class schedule developed by the appropriate Vice President, the division Deans/Directors, assisted by Department Chairs/Program Coordinators, shall assign classes to adjunct faculty members in accordance with the following procedure:

1. Following the determination of semester load and overload for current and retired full-time faculty and current and retired administrative staff and prior to the assignment of teaching loads for part-time non-BUE faculty, current BUE adjunct instructors shall have the opportunity to submit to the appropriate Dean/Director a preferred teaching schedule detailing the classes and times for which they are available.

2. The Department Chairs/Program Coordinators shall attempt to honor requests and preferences of adjunct faculty members in making class assignments, provided that such requests and preferences comport with scheduling needs and course availability.

3. In the event of conflicting preferences by adjunct faculty members, the Department Chair/Program Coordinator shall take into account all of the following factors, none of which shall be solely determinative:

- a. Education;
- b. Professional experience/position;
- c. Prior college teaching experience;

- d. Prior history of teaching at South Suburban College;
- e. Availability;
- f. Recommendations from faculty/administrators;
- g. Community Activity; and
- h. Seniority within the Department.

Class assignments shall not be made in a capricious or arbitrary manner, nor shall they reflect inappropriate bias or discrimination prohibited by law.

4. The final adjunct faculty member assignments shall be determined by the appropriate Dean and/or Vice President. Each adjunct instructor shall complete an Acceptance of Assignment form indicating his/her agreement to the assigned load for the specific academic semester or term and shall return such form to the appropriate Vice President (designee) as directed.

5. After an Acceptance of Assignment form has been completed and returned, a class assignment may be changed or withdrawn by the appropriate Vice President (designee) for insufficient enrollment or other good cause or in the event a full-time faculty member needs such an assignment to meet standard load or overload. For adjunct faculty members who lose an assignment, the administration will attempt, subject to and in accordance with minimum instructor requirements and course availability, to restore as much of the amount of load as was previously accepted.

ARTICLE IX

SENIORITY

SECTION 9.1

For adjunct faculty members who qualify

DEFINED

as BUEs under the terms of this Agreement

as of December 8, 2005, seniority will be

determined by the number of Fall and/or Winter academic terms worked by the BUE.

Conflicts of seniority among adjunct faculty members with the same number of semesters of adjunct employment shall be resolved by lot.

The seniority of adjunct faculty members covered by this Agreement and hired subsequent to the effective date of this Agreement shall be based on the date of beginning continuous employment as an adjunct instructor at the College.

The commencement date of adjunct employment for new BUEs shall be the date of the action of the adjunct in accepting an initial teaching assignment upon becoming a BUE. Conflicts of seniority among adjunct faculty members with the same beginning date of continuous adjunct employment shall be resolved by lot.

ARTICLE X

COMPENSATION AND CLASS SIZE

SECTION 10.1

CLASSIFICATION

All adjunct faculty members shall be classified into four (4) tiers based upon their teaching experience at South

Suburban College as follows:

1. Tier One (1): One (1) to Twenty-Three (23) CHE:
2. Tier Two (2): Twenty-four (24) to Forty-Seven (47) CHE:
3. Tier Three (3): Forty-Eight (48) to Seventy-One (71) CHE: and
4. Tier Four (4): Seventy-Two (72) or more CHE.

SECTION 10.2

COMPENSATION/CHE

All adjunct faculty members shall receive a three percent (3%) increase per year for each year of the agreement reflected in the compensation roster below:

Effective Date	Tier 1	Tier 2	Tier 3	Tier 4
August 2009	\$541.00	\$567.00	\$592.00	\$618.00
August 2010	\$557.00	\$583.00	\$610.00	\$637.00
August 2011	\$574.00	\$601.00	\$628.00	\$656.00
August 2012	\$591.00	\$619.00	\$647.00	\$675.00

Based upon the needs of the College in critical circumstances, the College reserves the rights to pay an additional Twenty-Five Dollars (\$25.00) per CHE for such courses. All part time adjunct coordinators shall be paid an additional \$150.00/CHE per semester.

SECTION 10.3

SURS RETIREMENT

In the event that the employee's earnings for any academic year used to calculate the employee's final rate of earnings for retirement benefit purposes exceeds by more than six percent (6%) of the employee's earnings for the previous year, the College will only report to SURS as qualified earnings for such academic year or years, an amount equal to no more than six percent (6%) of the employee's earnings for the previous academic year, as reported by the College to SURS as qualified earnings.

SECTION 10.4

SICK DAY ABSENCE

Each unit member shall be granted one (1) absence per academic year semester attributable to the illness of the employee only. Such sick days may be accumulated and carried forward to the maximum allowable under SURS regulations.

SECTION 10.5

JURY DUTY

All bargaining unit members subpoenaed for jury duty shall timely notify the College, but shall not be assessed a deduction from pay. The stipend received for such jury duty shall be endorsed over to the College.

SECTION 10.6

TUITION WAIVER

Each adjunct bargaining unit member will

be entitled to one (1) class tuition waiver per academic year semester during which the member is teaching. Such waiver may be allocated to the adjunct faculty member, the adjunct's spouse, or a child who is not emancipated.

SECTION 10.7

PROFESSIONAL RESOURCES

The College shall make available for each adjunct faculty member a parking card for the faculty/staff parking lot, an e-mail address and access to a copy machine. South Suburban College will make every effort to provide adjunct faculty access to a common adjunct faculty office in each area, equipped with a computer, printer and telephone. During semesters in which BUEs have assignments, their names, e-mail addresses and assignments will be listed on the College website.

SECTION 10.8

RELEASE TIME FOR

UNION REPRESENTATIVES

For the five (5) members of the Union House of Representatives, no classes shall be scheduled which end after 2:00 P.M. on Friday each month that the Union House of Representatives meets. The names of said representatives shall be supplied to the Administration prior to the scheduling of courses of faculty members. The action of the Board as it relates to the scheduling of the five (5) members of the House of Representatives shall not be construed to be a violation of any other provision of this Agreement.

SECTION 10.9

SUBSTITUTE TEACHER

If an adjunct faculty member covered by

COMPENSATION

this Agreement teaches the class of

another faculty member with the approval

of the Vice President of Academic Affairs, said adjunct faculty member shall receive

\$25.00 per CHE for such substitution teaching. Ordinarily, qualified adjunct faculty

members within the department shall be given first consideration for teaching on a

substitute basis.

SECTION 10.10

CLASS SIZE

Normal class sizes shall consist of

maximum of student enrollees as

hereinafter provided:

- a. Thirty-eight (38) for lecture-discussion type courses;
- b. Thirty-five (35) for Accounting 120 and 121;
- c. Thirty-two (32) for OAT 173;
- d. Twenty-four (24) for Data Processing Programming and Foreign Language Courses;
- e. Twenty-nine (29) for English 101, 101H, 102, and 121; except for those courses taught in computer labs which shall be twenty-four (24);
- f. Twenty-eight (28) for laboratory portions of science courses;
- g. Twenty-two (22) for ENG 097, ENG 098, ENG 099, OCS 121, RDG 080, RDG 081, RDG 082, and RDG 105; and twenty-four (24) for MTH 091, MTH 093, MTH 095; MTH 096, and MTH 100, and no over enrollments shall be permitted in courses listed under item g.

- h. Class size for telecourses shall be the same as for comparable traditional classroom courses, e.g., if a traditional SOC 101 class has a maximum of thirty-eight (38) students, the SOC 101 telecourse shall also have a maximum class size of thirty-eight (38) students.

Class sizes for audio-tutorial and telecourses shall be calculated on the basis of total number of students enrolled in a given course after the conclusion of the extended registration period, ending on the Friday of the fourth week of classes. The compensation for telecourses shall not be reduced for insufficient enrollment after the course has begun.

The determination of the total number of students enrolled and the commensurate over enrollment compensation, if any, shall be calculated on the basis of enrollments determined after the conclusion of the one-hundred percent (100%) refund period, or in the case of audio-tutorial or telecourses, after the conclusion of the extended registration period, ending on the Friday of the fourth week of classes.

1. The maximum class size for an online course shall be twenty-four (24). For all other classes, the normal class size maximums shall be within the guidelines established by past practice, as defined in law, or, in the case where there is no past practice, then within the guidelines established by the Vice President of Academic Services. The above-stated normal class size maximums shall not apply to laboratory situations where there are insufficient stations.

Unless adjunct faculty members consent thereto or there are extraordinary circumstances which occur during registration, including, but not limited to, computer error, the above normal class size maximums shall not be exceeded. Administrators shall not unduly intervene with adjunct faculty members or coerce them or persuade them to accept class sizes above the norms set forth herein. The normal class size maximums set forth above shall not be exceeded during the registration-program change period.

If there is any disagreement concerning the maximum class size of any course, a representative of the Association, the concerned adjunct faculty member, and the Vice

President of Academic Services shall meet to determine what the class size shall be.

These provisions mirror and replicate the same provisions in the full time Faculty collective bargaining agreement. Any changes in that agreement shall result in the same changes for this Agreement.

ARTICLE XI

NON-INTERRUPTION OF WORK

The Association or any employee of the bargaining unit shall not engage in or in any way instigate, promote, sponsor or condone any strike, slowdown, 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. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort to induce bargaining unit members to do so. In the event any bargaining unit employee(s) engage in any of the activities herein prohibited, the Association agrees in good faith to take all necessary steps to induce those employees to cease such action.

Any employee covered by this Agreement who violates the provisions of this SECTION may be disciplined (up to and including discharge) by the Board.

Any staff member who engages in picketing may be disciplined, including discharge, if that member persists in such violation subsequent to receiving one (1) written warning to cease and desist from such conduct from the Dean of Human Resources.

Any employee who is disciplined or discharged for violation of the terms of this SECTION shall be accorded the right to file an appeal in accordance with the grievance procedure contained in this Agreement.

The Board agrees that it will not bring any action for damages against the Association for any of the actions specified herein which the Association does not, overtly or covertly, instigate, promote, support, engage or condone.

ARTICLE XII

PRECEDENCE OF AGREEMENT

If there is any conflict between the written terms of this Agreement and terms of an individual contract of employment, the written terms of this Agreement shall take precedence and be controlling.

If there is any conflict between the written terms of this Agreement and written Board Policies or written Board Rules and Regulations which may, from time to time, be in effect, the written terms of this Agreement shall take precedence and be controlling.

ARTICLE XIII

ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous agreements, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed, in writing, by the parties hereto. During the term of this Agreement, the parties mutually agree that neither shall be obligated to bargain collectively with respect to any subject, matter or agreement referred to or specifically covered in this Agreement, and, in furtherance thereof, the Board and the Association mutually and voluntarily waive their rights to such collective bargaining.

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

With respect to all other matters not covered by this Agreement and the Illinois Educational Labor Relations Act, there shall be no requirement of collective bargaining incumbent upon the parties hereto. The Board and the Association mutually agree that they shall not make unilateral changes in the Collective Bargaining Agreement. They further agree that they shall undertake no actions which have the effect of negating, abrogating, replacing, reducing, diminishing or limiting, in any way, employee rights, guarantees or privileges pertaining to wages, hours or other conditions of

employment provided for in this Collective Bargaining Agreement and in any Illinois Statute or Statutes.

ARTICLE XIV

PAST PRACTICE

This Agreement shall supersede and negate any and all alleged conflicting past practices which may have existed or which may have been alleged to exist at the College as of the effective date of this Agreement, but only to the extent that there are provisions in this Agreement that specifically relate to that alleged past practice. The parties agree that any practices which may arise under the provisions and during the term of this Agreement shall conform to the elements enumerated in this SECTION.

The College agrees that, upon request of the Association, it will, through its administration, meet and consult with the Association relative to any past practices pertaining to wages, hours and conditions of employment.

The parties agree that the following four (4) requirements must exist for an alleged past practice to qualify as a bona fide, binding practice, whether under the provisions of this Agreement or at any time prior thereto:

- A. The asserted past practice must be reasonably consistent;
- B. The asserted past practice must be clearly stated in writing or clearly articulated in an ascertainable manner;
- C. The asserted past practice shall have been acted upon;
- D. The asserted past practice must be readily ascertainable over a reasonable period of time as a reasonably fixed and established practice accepted by both parties to this Agreement.

ARTICLE XV

SEVERABILITY

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

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

ARTICLE XVI

TERM OF AGREEMENT

This Agreement shall be effective and commence upon the beginning of the Fall 2009 semester and terminate at the conclusion of the Summer semester, 2013.

EXECUTED THIS 13th DAY OF August, 2009, 2009, AT SOUTH HOLLAND, ILLINOIS, by the undersigned, all having been duly authorized by their respective parties and intending to be legally bound hereby:

**BOARD OF TRUSTEES, COMMUNITY
COLEGE DISTRICT 510, COUNTY
OF COOK, STATE OF ILLINOIS
(SOUTH SUBURBAN COLLEGE)**

**SOUTH SUBURBAN COLLEGE
ADJUNCT FACULTY ASSOCIATION,
COOK COUNTY COLLEGE
TEACHERS UNION, AFT, LOCAL 1600**

**FRANK M. ZUCCARELLI
CHAIRMAN OF THE BOARD**

**PERRY BUCKLEY
PRESIDENT, LOCAL 1600 IFT**

**DONALD MANNING
SECRETARY OF THE BOARD**

**RANDY BARNETTE
ASSISTANT TO THE PRESIDENT,
LOCAL 1600 IFT**

**BRENDA PRYOR
FIELD REPRESENTATIVE,
LOCAL 1600 IFT**

**MARK JOSEPH
CHAPTER CHAIR, LOCAL 1600 IFT**