

**AGREEMENT**

**BETWEEN THE**

**BOARD OF TRUSTEES  
KANKAKEE COMMUNITY COLLEGE  
COMMUNITY COLLEGE DISTRICT NO. 520**

**AND THE**

**KANKAKEE COMMUNITY COLLEGE  
ADJUNCT FACULTY ASSOCIATION  
COUNCIL OF AMERICAN FEDERATION OF TEACHERS  
LOCAL 604, AFL-CIO**

**ACADEMIC YEARS 2020-2023**

**Agreement signed on May 14, 2019**

## TABLE OF CONTENTS

Article I:	Definitions.....	1
Article II:	Recognition and Representation .....	2
	Section 1. Recognition .....	2
	Section 2. Determination of the Unit .....	3
	Section 3. Duty of Fair Representation.....	3
	Section 4. Continuity of Membership.....	3
Article III:	Association-Board Relations .....	3
	Section 1. Non-Discrimination .....	3
	Section 2. Association-Administration Meetings .....	3
	Section 3. Dues .....	4
	Section 4. Distribution of Agreement .....	4
	Section 5. Americans with Disabilities Act .....	4
	Section 6. Right to Join.....	4
	Section 7. Use of College Facilities.....	4
	Section 8. Academic Freedom .....	5
	Section 9. Information to Association .....	5
Article IV:	Association Rights .....	5
	Section 1. Committees .....	5
	Section 2. Personal Effects .....	5
	Section 3. Resources for Employees.....	5
	Section 4. Class Assignments .....	6
	Section 5. Compensation for Cancellation.....	6
	Section 6. Personnel Files.....	6
	Section 7. Substitutes Pay and Absences.....	6
	Section 8. Posting of Faculty Vacancies.....	7
	Section 9. Non-Instructional Assignments .....	7
	Section 10. Intellectual Property Rights .....	7
Article V:	Board Rights .....	8
Article VI:	Professional Development .....	9
	Section 1. Development Opportunities .....	9
	Section 2. Budget .....	9
	Section 3. Attendance at Meetings or Functions .....	9
Article VII:	Grievance Procedure .....	10
	Section 1. Definition .....	10
	Section 2. Representation at Meetings.....	10
	Section 3. Time Limits.....	10
	Section 4. Informal Resolution .....	10

	Section 5. Procedure .....	10
	Section 6. Arbitration.....	11
	Section 7. Limitations on Authority of Arbitrator .....	12
	Section 8. Association Grievances.....	12
	Section 9. Group Grievances .....	12
	Section 10. Scheduling of Grievance Meeting .....	13
	Section 11. Precedents .....	13
Article VIII:	Non-Interruption of Services .....	13
Article IX:	Salaries and Fringe Benefits .....	13
	Section 1. Adjunct Faculty Workload.....	13
	Section 2. Faculty Rank and Promotion .....	13
	Section 3. Pay Periods.....	14
	Section 4. Malpractice Insurance.....	14
	Section 5. Tuition Waiver .....	14
	Section 6. 106% Limitation .....	14
	Section 7. Paid Absences .....	14
Article X:	Scope of Agreement.....	14
Article XI:	Savings.....	15
Article XIII:	Term of Agreement.....	15

## AGREEMENT

This agreement is entered into by and between the Board of Trustees of Kankakee Community College District No. 520 (hereinafter referred to as the Board) and the Kankakee Community College Adjunct Faculty Association, Local 604, IFT/AFT AFLCIO (hereinafter referred to as the Association) and only applies to said parties.

### WITNESSETH:

Whereas, the Board has recognized the Association as the exclusive bargaining representative for adjunct faculty included in the bargaining unit set forth in Article II of this Agreement:

Whereas, the Board and the Association endorse the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and adjunct faculty members included in the bargaining unit insofar as such practices and procedures are appropriate to obligations of the Board to retain the right effectively to operate Kankakee Community College in a responsible and efficient manner and are consonant with the paramount interests of the public and the students of Kankakee Community College;

Whereas, it is the intention of the parties to this Agreement to provide where not otherwise mandated by law for the salaries and terms and conditions of employment of the adjunct faculty members covered by this Agreement to prevent interruptions of work and interference with the efficient operation of Kankakee Community College and to provide an orderly and prompt method of handling and processing grievances without any interruption or interference with the operation of the College;

Whereas, the Board and the Association enter into the Agreement with the mutually agreed upon purpose of raising the standards of instructional quality and supporting students' achievement of the widest possible range of educational, career, and personal goals within fiscal and legal constraints;

Now, therefore, the parties agree with each other as follows:

### ARTICLE I

#### DEFINITIONS

This Agreement shall incorporate the definitions enumerated below:

ACA – Affordable Care Act; under the ACA, individuals who work 30 or more hours per week, on average, are entitled to a minimum level of coverage (health insurance), at a minimum cost. The IRS released its final regulations on Adjunct Faculty in February, 2014, that stipulates “for each hour or credit that adjuncts teach, they must be credited with an additional 1.25 hours of outside work. In addition, any required out-of-classroom

hours must also be included. For example, if an adjunct teaches 12 semester credit hours without additional out of classroom responsibilities, they would be assumed to work 27 hours, and would not be entitled to benefits.”

**Adjunct Faculty** – The terms *adjunct faculty member* or *part-time faculty member* shall mean those employees specifically included in the bargaining unit as defined under Article II of the Agreement.

**Association** – The term *Association* refers to the Kankakee Community College Adjunct Faculty Association Council of American Federation of Teachers Local 604, AFL-CIO, and its members and authorized representatives.

**Board** – The terms *Board* or *Board of Trustees* shall mean the Board of Trustees of Public Community College District No. 520, operating as Kankakee Community College, as established pursuant to the Illinois Revised Statutes chapter 122, its members and authorized management representatives.

**College** – The term *College* shall mean Kankakee Community College.

**ECH** – Equated Contact Hour; a method of equating a unit of instruction such as lecture, laboratory, and other forms to a unit of compensation.

**Semester** – Semester refers to the spring or fall sessions of the academic year. Any course which has an Illinois Community College Board (ICCB) midterm reporting date during the fall or spring session shall be considered a course offered during that session.

**Term** – *Term* is any academic session excluding the spring or fall semesters.

**Working Days** – *Working days* refer to days when the College is open Monday through Friday.

## ARTICLE II

### RECOGNITION AND REPRESENTATION

#### **Section 1 Recognition**

The Board recognizes the Association as the sole and exclusive collective bargaining representative for all adjunct faculty members currently teaching three (3) or more ECH for two consecutive academic semesters.

Employees excluded from the unit are all others including, but not limited to Full-Time Faculty, President, Vice-Presidents, Deans, Associate Deans, Assistant Deans, Directors, Program Directors with a load credit for administrative duties of 50 percent or more of the applicable full-time load, Assistant Directors, Coordinators, professional/technical and support-staff employees, employees who teach non-credit classes or grant-funded classes (i.e. classes other than those with PCS codes of 1.1, 1.2, 1.4), and any managerial.

supervisory, or confidential employees as defined in the Illinois Educational Labor Relations Act.

**Section 2 Determination of the Unit**

During the third week of each fall and spring semester, the Board will determine membership in the bargaining unit based upon the criteria in Article II, Section 1 of this Agreement and the assignments made for the current semester at that point in time. The Board will notify the Association of the unit determination in the fourth week of the semester or sooner. Unless the Association president files notice of disagreement within ten (10) working days after receiving notification, the membership list will be final. In the tenth week of the semester, the Board will notify the Association of any necessary adjustments to the list due to changes in adjunct faculty assignments.

**Section 3 Duty of Fair Representation**

The Association recognizes its responsibility as a bargaining agent and agrees to represent, fairly, all employees in the bargaining unit, whether they are members of the Association. The Association further agrees to indemnify and hold harmless the Board from any and all liability, including monetary damages and attorney's fees, resulting from any failure on the part of the Association to fulfill its duty of fair representations.

**Section 4 Continuity of Membership**

Once an adjunct faculty member is in the Association, he/she will have the option of remaining in the Association even if he/she does not teach for one semester, fall or spring. To elect this option, the adjunct faculty member must express this desire, in writing, to the office of Human Resources prior to the first day of classes in the next semester that he/she teaches a class. Otherwise, the adjunct faculty member will re-qualify for Association membership based on the criteria in paragraph one.

**ARTICLE III**

**ASSOCIATION-BOARD RELATIONS**

**Section 1 Non-Discrimination**

Neither the Board nor the Association will discriminate against any member of the bargaining unit because of the employee's membership or non-membership or participation or non-participation in lawful Association activities.

**Section 2 Association-Administration Meetings**

In order to facilitate communication, the Chief Academic Officer and the Association President shall meet at mutually convenient times to discuss matters of mutual concern that do not involve pending negotiations or grievances. Further, the College President and administration leadership team shall meet with the Association President and adjunct faculty leadership team at least once during each semester at a mutually convenient time.

### **Section 3 Dues**

The Board will deduct the required amount for the payment of Association dues from the pay of each employee from whom it receives an authorization, the IFT Representation and Union Dues Authorization form, to do so. The Association will provide a list of all members and the amount of dues to be deducted for a specified period for each member. This form must be received by the Director of Human Resources at least ten (10) days prior to the payday on which deductions are intended to commence. This section does not preclude the option of an adjunct faculty member to pay dues directly to the Treasurer of the Association. The Board shall make available to the Association such deductions no later than ten (10) working days after such deductions were made.

For qualified adjunct faculty members, payroll deductions shall continue unless and until an adjunct faculty member revokes his or her dues in accordance with the terms in which he or she authorized the dues deductions. At this time, through the Association Treasurer, or President, the Association will notify the Director of Human Resources.

If a faculty member has insufficient or no earnings during a given pay period, the Association shall be responsible for collecting such adjunct faculty member's dues, if any, for that period.

The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, orders, or judgments or other forms of liability (monetary or otherwise) brought or issued against the Board and for all legal costs that may arise out of, or by reason of, any action taken by the Board under the provisions of this Section. If an improper deduction is made and paid to the Association, the Association shall refund any such amount directly to the adjunct faculty member involved.

### **Section 4 Distribution of Agreement**

The Agreement will be available on the College's web site.

### **Section 5 Americans with Disabilities Act.**

The Board may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Americans with Disabilities Act (ADA) in order to be in compliance with the ADA.

### **Section 6 Right to Join**

The Board and the Association recognize that every eligible adjunct faculty member shall have the right to join or refrain from joining the union without discrimination. Membership in the Association shall not be a condition of employment, nor shall the Board discriminate in hiring or promotional opportunities or otherwise because of membership or non-membership and/or participation or non-participation in activities of the Union.

### **Section 7 Use of College Facilities**

The Association President or designee may secure the use of available on-campus College facilities during regular operating hours for meetings and/or business where such use does not create a direct cost to the College. The Association shall have reasonable use of the

College's duplicating equipment, provided that the Association reimburses the College for the cost of such use and that the use does not interfere with normal College business.

### **Section 8 Academic Freedom**

Within the scope of their duties and responsibilities, the Board, the Association, and the adjunct faculty members covered by this Agreement recognize their responsibility to protect and encourage the search for knowledge and its dissemination. Adjunct faculty members have both the freedom and the obligation to investigate adequately and to present to their students, based upon their professional judgment, available information and matters related to the subject being taught and to the education and training of their students in that subject. Adjunct faculty members shall at all times try to be accurate, show respect for the opinion of others, present controversial issues in an unbiased manner, identify their own personal persuasion on controversial issues, and make every effort, where appropriate, to indicate that they are not institutional spokespersons.

Within the broad framework of academic freedom affirmed above, the adjunct faculty shall have the right and opportunity to offer input regarding course content, teaching methods, and textbooks. The course content must be consistent with the purpose and objectives of the course as adopted by the College and approved by the Illinois Community College Board.

### **Section 9 Information to Association**

A copy of the Board Book, excluding confidential materials, for all open meetings of the Board shall be available to the Association President at approximately the same time as the agenda is provided to Board members.

## **ARTICLE IV**

### **ASSOCIATION RIGHTS**

#### **Section 1 Committees**

The Board shall solicit adjunct faculty in the appointment of College committees that are offered to full-time faculty for assignment at the beginning of the academic year. The list of committees will be sent in August when the "welcome to KCC" letter is sent to new or returning adjunct faculty. Participation is voluntary.

#### **Section 2 Personal Effects**

Upon the involuntary termination during a semester of an adjunct faculty member, the College may remove the employee's property but must retain it for at least thirty (30) days. However, the employee has the right to retrieve personal effects within the thirty (30) day time period and after making arrangements with the college.

#### **Section 3 Resources for Employees**

The College recognizes the need to provide necessary resources, including required course supplies/materials, office space, voice mail, and email as determined by the Associate



Dean, at no cost to the employee. Employees will be provided storage space for documents that College policy deems must be retained for legal purposes.

#### **Section 4 Class Assignments**

In developing the course schedule and in making class assignments, the final decision rests with the appropriate supervisor and the Chief Academic Officer who will consider the following: a) student scheduling needs, b) room availability, c) instructor credentials, d) applicable course qualifications, and e) seniority of part time faculty as determined by either academic terms served at KCC or cumulative ECH taught at KCC.

Following the determination of load and overload for full-time faculty and administrative staff, adjunct faculty shall have the opportunity to preview the schedule of available courses and submit to the Associate Dean a request for classes prior to the established deadline.

After class assignments are made by the Associate Dean and confirmed by the office of Human Resources, no adjunct faculty bargaining unit member may be bumped from his/her assignment unless the class is cancelled or if a full-time faculty member or administrator needs that class in order to have a base load.

After assignment of full-time faculty members, continuing adjunct faculty shall be notified in writing or by electronic communication of their tentative assignments for any given academic term.

#### **Section 5 Compensation for Cancellation**

An adjunct faculty member who has been assigned to teach a course for the first time shall receive compensation at the rate of \$50 per ECH if he/she loses a course within five working days of the starting date.

#### **Section 6 Personnel Files**

The Board will comply with applicable provisions of the Illinois Personnel Records Review Act. This section shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

#### **Section 7 Substitutes Pay and Absences**

When an adjunct faculty member is asked by the Administration to substitute for another instructor, the Board will pay him/her a minimum rate of \$40 per clock hour. After one hour, the \$40 rate will be rounded to the nearest quarter hour (ex: 1.25, 1.50, 1.75., etc.). Similarly, if an adjunct faculty member is absent from a scheduled class session for an assigned class, except as permitted by Article VI, section 1 and Article VII, section 2 of this contract, the same rate will be deducted from his/her pay. If substitute pay is adjusted up or down with the full time faculty contract, the substitute rate for adjuncts shall be adjusted to the new rate at that time.

### **Section 8 Posting of Faculty Vacancies**

An announcement of full-time faculty vacancies will be listed in KCC's electronic newsletter.

### **Section 9 Non-Instructional Assignments**

When the Chief Academic Officer deems it necessary, faculty may be assigned substantial non-instructional duties in keeping with their abilities and areas of expertise. In such cases, the Board may provide compensation or load credit, which is mutually agreeable to the affected faculty member and the Board. Before a non-instructional assignment is made, an assignment description with a list of essential responsibilities will be made available to faculty along with an invitation to apply to be considered for the assignment.

### **Section 10 Intellectual Property Rights**

1. Ownership in copyrightable works produced by authors who are adjunct faculty at the college shall remain with the adjunct faculty authors except in the following situations, in which ownership of all rights in copyrightable works produced shall belong to the College:
  - A. Works prepared under an agreement with an external party (e.g., a grant or contract where the terms of the agreement require the College to hold or transfer ownership in the copyrightable work.)
  - B. "Works for hire." (e.g., a set of materials or online media that an instructor is compensated for preparing.)
  - C. Works expressly commissioned in writing by the College.
2. If intellectual property is made, created, or developed in a situation where it is reasonable to believe that joint ownership may exist, it is the obligation of both parties to consult with the other before taking any action to assert or protect ownership.
3. If more than half the cost of production of a copyrightable work, not considered a "work for hire," was provided through college resources, the adjunct faculty author shall grant the college an irrevocable, nonexclusive, royalty license to use and copy such work in connection with its teaching and public-service programs.
4. With respect to copyrightable works owned or used by the College, the author may be required to execute such documents as are necessary to vest ownership or a royalty-free license to copy, use, and sell such works in the College or its designee and to warrant that such works do not infringe any pre-existing copyright.
5. In the case of a work for hire that is an online course, the College and the adjunct faculty member shall maintain joint ownership unless otherwise agreed upon. The College and applicable adjunct faculty shall maintain rights to use any or all course materials in conjunction with teaching within the college's mission. The College agrees to make every effort to assign said course to the adjunct faculty member who developed the course if the adjunct faculty member wishes to teach the course and has had successful evaluations in the course and after the full-time faculty and

administrators have been assigned a schedule of classes for the semester. If the adjunct faculty member does not receive compensation for development of the course, he/she shall maintain rights to ownership and royalty fees for distribution or use outside the College, subject to the provisions of Article IV, Section 12, number 1.

6. Works owned by the author may be copyrighted, published, and distributed by the author, subject only to any license with the college or others. Authors may request that the work be produced through the College; and if the request is granted, an agreement will be drawn up specifying the duties of the author and the College, the distribution of any income received between the author and college, and other mutually agreed-upon terms. The agreement shall be approved by the KCC Board of Trustees.

## ARTICLE V

### BOARD RIGHTS

It is understood and agreed that the Board possess the 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 District prior to the execution of this Agreement except as specifically limited in this Agreement. The authority and powers of the Board 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 provisions of this Agreement. These rights include, but are not limited to, the following:

1. To maintain executive management and administrative control of the District and its properties and facilities and activities of its employees as related to the conduct of District affairs;
2. To delegate authority through recognized administrative channels for the development and organization of the academic program according to current Board policy or as the same may from time-to-time be amended;
3. To establish, modify, or eliminate programs, curriculums and/or courses of instruction including special programs and athletic, recreational, and social events for students and to determine whether to provide or purchase goods and services all as deemed necessary or advisable by the Board;
4. To hire all employees and, subject to provisions of law, to determine their qualifications and the conditions for their continued employment, to discharge employees, and to evaluate, promote, and transfer all such employees;
5. To determine student registration, academic calendar, class schedules, class size, non-classroom assignments, the hours and places of instruction, policies on student

examinations, and the duties, responsibilities, and assignment of those in the bargaining unit.

The exercise of the forgoing 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 be construed to deny or restrict the Board of its rights.

## **ARTICLE VI**

### **PROFESSIONAL DEVELOPMENT**

#### **Section 1 Development Opportunities**

Formal professional development will be offered to adjunct faculty in the form of Teaching and Learning Modules, which may vary from semester to semester.

Successful completion of the Teaching and Learning Modules within a one-year period shall be compensated with a one-time stipend of \$350.

#### **Section 2 Budget**

An adjunct faculty member may be absent without loss of salary to attend conferences, conventions, meetings, seminars, workshops, and other activities of professional organizations when approved by the appropriate supervisor and the Chief Academic Officer. The Board will budget each year \$5,000 to be used to pay for such approved professional development activities.

#### **Section 3 Attendance at Meetings or Functions**

All adjunct faculty members who are currently teaching will be invited to participate in professional development opportunities and fall and spring in-service activities. Adjunct faculty who are currently teaching and are in their seventh (7th) or subsequent semester at KCC will also be invited to the spring graduation ceremonies and the College recognition dinner. Attendance of the invitation is optional. However, if the invitation is accepted, attendance is expected.

## ARTICLE VII

### GRIEVANCE PROCEDURE

#### **Section 1 Definition**

A grievance shall mean a complaint by an adjunct faculty member that there has been, as to him/her, a violation, misinterpretation, or misapplication of the specific terms of this Agreement.

#### **Section 2 Representation at Meetings**

Both the Association and the Board recognize the right of an Association officer(s) to assist the adjunct faculty member at all levels of either informal or formal procedure meetings. In a like manner, both the Association and the Board recognize the right of the Board to have representatives at each stage of the procedure.

#### **Section 3 Time Limits**

No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the first event giving rise to the grievance or within ten (10) working days of the date upon which the adjunct faculty member in the exercise of reasonable diligence should have become aware of the event giving rise to the grievance if that date is later. Notwithstanding the forgoing, no grievance shall be entertained or processed unless it is submitted within sixty (60) working days of the first 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 shall be considered acceptance of the decision rendered at the prior step. Failure at any step of this procedure to communicate a decision on a grievance within the specified time limits shall 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.

#### **Section 4 Informal Resolution**

The parties hereto acknowledge that it is usually most desirable for an adjunct faculty member and the immediately involved supervisor to resolve problems through free and informal communications. There shall be a limit of ten (10) working days in which the informal resolution shall be attempted. If the informal resolution is unsuccessful, the adjunct faculty member may apply the following steps.

#### **Section 5 Procedure**

A grievance, as defined herein, shall be processed as follows:

##### **First Step:**

1. After communication with the Adjunct Faculty Association officers, an adjunct faculty member may file a grievance with his/her immediate supervisor within the time limitation described in Section 2 of this Article. The written grievance shall specify the alleged violation, misinterpretation, or misapplication which has occurred, the section of the contract that is being grieved, the facts on which the grievance is based, and the relief requested.

2. The supervisor to whom the grievance is submitted will provide a written response within ten (10) working days after the receipt of the grievance.

**Second Step:**

1. If the adjunct faculty member is not satisfied with the written response at the First Step, the grievance may be appealed to the Chief Academic Officer within seven (7) working days after receiving the written response at the First Step.
2. Within seven (7) working days after receipt of the appeal, the Chief Academic Officer or his/her designee shall meet with the adjunct faculty member at a mutually agreed time to discuss the grievance. Where the adjunct faculty member chooses not to be accompanied to the meeting by a representative of the Association, the Association may have a representative present as an observer. The Association will be provided with timely notice of this meeting. All correspondence regarding the grievance shall be provided to the Association at the same time that it is distributed to the grievant by the College or to the College by the grievant.
3. The Chief Academic Officer will respond to the grievance in writing within seven (7) working days after such meeting is held.

**Third Step:**

1. If the adjunct faculty member is not satisfied with the response at the Second Step, the grievance may be appealed to the President within seven (7) working days after receipt of the response at the Second Step.
2. Within seven (7) working days after receipt of the appeal, the President or his/her designee shall provide a written response to the grievance.

By mutual agreement of the parties, one or more steps of the grievance procedure may be bypassed. For Grievances initially filed with the Chief Academic Officer, the Chief Academic Officer shall follow the procedures of the First Step, the President shall follow the procedures of the Second Step, and the Third Step is eliminated.

Where specific titles are mentioned, a designee may serve.

Nothing in this section shall be construed as preventing an informal meeting between affected parties for the purpose of grievance resolution.

**Section 6 Arbitration**

If the disposition of the grievance at the Third Step is unacceptable to the Association, the Association may refer the grievance to arbitration within fourteen (14) calendar days after receipt of the response at the Third Step.

The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon an

arbitrator within said seven (7) day period, the parties shall immediately and jointly request the Federal Mediation and Conciliation Service to submit a panel of three (3) arbitrators. The party requesting arbitration shall strike one name from the panel, and then the other party shall strike one name. The person whose name remains shall be the arbitrator.

Each party retains the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

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

The fees and expenses of the arbitrator and the cost of a written transcript when mutually requested shall be divided equally between the Board and the Association, provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

#### **Section 7 Limitations on Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the Board and Association, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised.

The arbitrator shall be without power to make recommendations contrary to or inconsistent with any applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall have no authority to order any monetary relief for any period of time extending back more than thirty (30) calendar days prior to the date on which the grievance was submitted at the First Step. The arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities of the Board under law. The arbitrator's award, if consistent with these provisions, shall be final and binding.

#### **Section 8 Association Grievances**

The Association shall have the right to submit a grievance at the Second Step of the grievance procedure but only if the grievance alleges a violation, misinterpretation, or misapplication of specific terms of this Agreement that relate directly to Association rights.

#### **Section 9 Group Grievances**

If a grievance involving two or more adjunct faculty members arises out of the same facts and alleges a violation, misinterpretation, or misapplication of the same specific terms of this Agreement, it may be submitted as a group grievance in accordance with the procedure set forth above.

**Section 10 Scheduling of Grievance Meetings**

Every effort shall be made to schedule the grievance meetings at times which do not interfere with the teaching or other assigned duties of the adjunct faculty member whose presence is necessary at the particular meeting in question. Where, however, a meeting is scheduled for reasons beyond the control of the adjunct faculty member or the Association during an adjunct faculty member's assigned hours, the adjunct faculty member shall be released from that assignment to attend the meeting without any loss in pay.

**Section 11 Precedents**

A grievance may be withdrawn at any level without establishing a precedent.

**ARTICLE VIII**

**NON-INTERRUPTION OF SERVICES**

The Association and the Board subscribe to the principle that any and all differences shall be resolved by peaceful and appropriate means without interruption of the College's programs. During the term of this Agreement, neither the Association nor its officers or agents nor any of the adjunct faculty members covered by this Agreement will authorize, institute, instigate, promote, engage, sponsor, aid, or participate in any strike, sympathy strike, secondary boycott, slowdown, stoppage of work, picketing, concerted refusal to work, refusal to follow reasonable work instructions, or any other interruption of the operations of the College, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this section may be discharged by the Board.

**ARTICLE IX**

**SALARIES AND FRINGE BENEFITS**

**Section 1 Adjunct Faculty Workload**

Except as otherwise approved by the Chief Academic Officer, adjunct faculty may be assigned to teach a maximum of twelve (12) ECH per regular academic semester.

**Section 2 Faculty Rank and Promotion**

Adjunct faculty will be compensated per ECH based on the number of semesters that they have taught or are currently teaching credit classes at KCC. The following chart provides the rates of base pay:

<b>KCC Semesters/Terms</b>	<b>AY 20</b>	<b>AY 21</b>	<b>22</b>	<b>AY 23</b>
0-6	\$792	\$812	\$832	\$852
7-12	\$817	\$837	\$857	\$877
13-18	\$845	\$865	\$885	\$905
19+	\$877	\$897	\$917	\$937



### **Section 3 Pay Periods**

Adjunct faculty members will be paid bi-weekly.

### **Section 4 Malpractice Insurance**

As long as such coverage is reasonably available from a carrier selected by the Board, the Board shall provide and pay for \$1,000,000 comprehensive malpractice insurance for all Health Career faculty supervising clinical practice classes. The nature and the extent of the coverage will be limited to the terms of the policy.

### **Section 5 Tuition Waiver**

Adjunct faculty members are eligible to receive a full tuition waiver for the KCC fitness center each semester they are currently teaching three (3) or more ECH. Assuming availability of space, an adjunct faculty member may also register and receive a full tuition waiver for one (1) credit course during the late registration period for that course each semester that he/she is currently teaching three (3) or more ECH.

### **Section 6 Compensation Limitation**

In the event that there is legislation that imposes a potential liability to the Board for adjunct faculty member's compensation increases above a specified level, the Board shall seek to minimize any financial implication for the college. Actions may include, but are not limited to, withholding the approval of assignments that might give rise to the excess compensation, or prorating salary increases above the specified level to subsequent years, subject to the limitation in each year.

Upon the adoption of additional legislation or rules that materially affect pension legislation, the Board and the Association shall meet to amend this section of the contract as appropriate.

### **Section 7 Paid Absences**

Each adjunct faculty member shall receive at the beginning of the semester/term one calendar day of paid absence in a given semester/term in which he/she is currently teaching 3 or more ECH. This day may be for illness, funeral, attendance, or other required absences approved by the immediate supervisor. Such leave may accumulate up to three days.

## **ARTICLE X**

### **SCOPE OF AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements unless expressly stated to the contrary herein and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

If there is any conflict between the written terms of this Agreement and the terms of any individual Notice of Assignment or any written Board policies or rules and regulations

which may be in effect from time to time, the written terms of this Agreement, for its duration, shall be controlling.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the full right to make proposals with respect to any subject and that after exercising that right, the parties' understandings are set forth in this Agreement. Therefore, for the duration of this Agreement, each party waives the right, and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Board's exercise of its rights as set forth herein on wages, hours, or terms and conditions of employment without mutual agreement of both parties.

## ARTICLE XI

### SAVINGS

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

## ARTICLE XIII

### TERM OF AGREEMENT

This Agreement shall be effective as of the 1<sup>st</sup> day of August, 2019, and shall remain in full force and effect until the completion of the 2023 Summer Term (which shall be defined to be 11:59 p.m. on the third calendar day after final grades are due at the end of the 2023 Summer Term). The contract shall be automatically renewed from year-to-year unless either party shall notify the other, in writing, at least ninety (90) days prior to the completion of the 2023 Summer Term as defined above or at least ninety (90) days prior to the end of the Summer Term in any succeeding year (which shall be defined to be 11:59 pm on the third calendar day after final grades are due at the end of such Summer Term.)

In witness whereof, the parties, hereunto, have set their hands. Board of Trustees of Kankakee Community College District No. 520 and Kankakee Community College Adjunct Faculty Association, Council of American Federation of Teachers Local 604, AFL-CIO.

By   
Chair, Board of Trustees

By   
President, KCC AFA

Dated 5/14/2019

Dated 5-14-19