



WAUBONSEE
COMMUNITY COLLEGE

Board of Waubonsee Community College
Community College District #516

and

Waubonsee Community College Adjunct
Faculty Association – Adult Education
(WCCAFA-AE)

July 1, 2024 – June 30, 2028

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ARTICLE I: RECOGNITION OF ASSOCIATION

The Board of Trustees of Community College District No. 516 recognizes the Waubonsee Community College Adjunct Faculty Association – Adult Education (WCCAFA-AE) as the exclusive bargaining representative for the eligible adjunct faculty members as certified by the Illinois Educational Labor Relations Board on December 12, 2006.

To be eligible for the bargaining unit, an adjunct faculty member must have taught at least 45 contact hours of instruction in Adult Education courses for three (3) consecutive semesters (excluding summer). This minimum standard must be maintained for any adjunct faculty member to remain eligible for inclusion in the unit. Bargaining unit eligibility shall commence at the beginning of the third consecutive semester in which the adjunct faculty member provides at least 45 contact hours of instruction in Adult Education. An adjunct faculty member who has achieved eligibility for the bargaining unit will not have to re-establish eligibility upon rehire after a one-semester break in service due to the adjunct faculty member not being assigned a course that they were available to teach.

Excluded from the unit are all adjunct faculty members who do not meet the bargaining unit eligibility criteria set forth above, all administrators, full-time faculty, support staff, managerial employees, SURS retirees, and full-time Waubonsee Community College students.

An adjunct faculty member who is removed from the bargaining unit because they do not meet the eligibility criteria set forth above will re-qualify for eligibility in the unit only after satisfying the eligibility criteria set forth above.

ARTICLE II: BIANNUAL UNIT LISTING

The Board will provide a list of adjunct faculty members who meet the eligibility criteria set forth in the Recognition clause to the Union (WCCAFA-AE) on or before September 15 for the fall semester and February 15 for the spring semester. Members will be qualified or disqualified effective the beginning of the fall semester and the spring semester of each school year.

ARTICLE III: GRANT-FUNDED EMPLOYEES

The adjunct faculty members eligible for the WCCAFA-AE bargaining unit are employed in a restricted grant-funded program. The Adult Education funding sources may be discontinued at any time. Employment will be terminated when Adult Education funds are no longer available. The rules, procedures and other requirements of the funding sources for the Adult Education adjunct faculty take precedence over the other terms of this Agreement.

ARTICLE IV: MANAGEMENT RIGHTS CLAUSE

The Waubonsee Community College Board of Trustees, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and the Constitutions of the State of Illinois and the United States including, but without limiting the generality of the foregoing, the right:

- A. to the executive management and administrative control of the College, its properties and facilities.
- B. to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal.
- C. to approve curriculum and courses of instruction, including special programs, as deemed necessary or advisable by the Board.

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, and the use of judgment and discretion in connection therewith shall be limited only to 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.

ARTICLE V: CLASS ASSIGNMENTS

When determining class assignments, the Dean or designee considers a number of factors in order to provide the best educational experience for students. Among the factors which may be considered are faculty members': education, experience in the teaching area, work experience, skills, ability, prior teaching performance, availability, the timing which the decision is to be made, and other factors which may be relevant to the staffing decision(s).

Proposed class assignments will be emailed to the adjunct faculty member, who will have up to three (3) business days to respond via email, accepting or rejecting the assignment. This email will serve as confirmation that a class has been contingently assigned.

ARTICLE VI: MAXIMUM COMPENSABLE HOURS

WCCAFA-AE adjunct faculty may work up to 25 compensable hours per week. Pre-approval by the Dean or designee is required for adjunct faculty to work over 25 hours, and not more than 28 hours, in any given week.

ARTICLE VII: GRIEVANCE PROCEDURE

It is the declared objective of the Union (WCCAFA-AE) and the Board to encourage the prompt and informal resolution of grievances as they arise and to provide recourse to orderly procedures for the satisfactory resolution of such grievances.

A. Definition

A grievance is defined as an alleged violation, misapplication, or misinterpretation of a specific article or section of this Agreement. If any such grievance arises, there shall be no individual or concerted stoppages or suspensions of work because of such grievance, but such grievance shall be submitted under the following grievance and/or arbitration procedures.

B. Resolution

Earnest effort shall be made to resolve grievances by informal communications between the adjunct faculty member and the appropriate administrative officer. If such a resolution is not reached, the adjunct faculty member may utilize the grievance procedures set out under “D” below.

C. General Provisions

1. Use of this grievance procedure will deny subsequent access to other procedures provided for in applicable Board policy.
2. The adjunct faculty member and WCCAFA-AE agree that if an action is commenced in any other legal forum, the grievance process will be stopped and resolution of the issue will be subject to the jurisdiction of such other legal forum.
3. While the WCCAFA-AE is the exclusive representative of all employees in the unit, any individual employee or a group of employees may at any time initiate grievances pursuant to this Article and then have them resolved without the intervention of the WCCAFA-AE as long as the resolution is not inconsistent with the terms of this Agreement.
4. A grievance shall be submitted in writing, signed by the grieving adjunct faculty member(s), and shall contain a statement of explanation of the grievance, the provision(s) of the Agreement allegedly violated, misapplied, or misinterpreted; and the remedy requested. The adjunct faculty member(s) filing the grievance must also notify WCCAFA-AE that a grievance has been filed.

5. Grievance meetings shall be scheduled in an effort to allow for the presence of necessary parties, where practical. If a grievance meeting is scheduled at a time when the adjunct faculty member or WCCAFA-AE representative is otherwise assigned at the College, an attempt will be made to reschedule the meeting at a time that is convenient for all parties involved.
6. Records pertaining to the grievance shall be filed separately from the official personnel file of the adjunct faculty member.
7. A grievance may be withdrawn at any level without establishing precedent, provided that, if withdrawn, the grievance shall be treated as though never filed.

D. Procedure

At any conference scheduled under this Article, the adjunct faculty member may be accompanied by a WCCAFA-AE representative and the appropriate administrative officer may be accompanied by another administrative officer.

Step 1 Formal Submission to Appropriate Administrative Officer and Executive Director of Human Resources

If informal communications do not resolve the grievance, the adjunct faculty member may initiate the formal grievance resolution procedure by submitting the grievance to the appropriate administrative officer and the Executive Director of Human Resources, in writing, within fifteen (15) school days following the date of the act or omission giving rise to the grievance or following the date on which the adjunct faculty member knew or, in the exercise of reasonable diligence, should have known of such act or omission. The grievance shall be submitted in writing, signed by the grieving adjunct faculty member(s), shall identify all grievants, except in the case of a WCCAFA-AE grievance, and shall contain a statement of explanation of the grievance, the provision(s) of the Agreement allegedly violated, misapplied, or misinterpreted, and the remedy requested.

Upon receiving the written grievance, the Executive Director of Human Resources and appropriate administrative officer will determine a conference date within ten (10) school days after the written grievance has been received and shall advise the adjunct faculty member of the time and place of the conference. The appropriate administrative officer and Executive Director of Human Resources shall communicate their written decision to the adjunct faculty member within ten (10) school days following the conference.

Step 2 Appeal to the Assistant Provost

If the grievance is not resolved through conference with the appropriate administrative officer and the Executive Director of Human Resources, the adjunct faculty member may appeal to the supervising Assistant Provost. This appeal shall be made in writing and submitted to the Assistant Provost within ten (10) school days after receipt of the written decision under Step 1 and shall be submitted in writing, signed by the grieving adjunct faculty member(s), shall identify all grievants, except in the case of a WCCAFA-AE grievance, shall contain a statement of explanation of the grievance, the provision(s) of the Agreement allegedly violated, misapplied, or misinterpreted, and the remedy requested, and shall contain the disposition offered by the appropriate administrative officer and the Executive Director of Human Resources and the reason(s) why such disposition is unsatisfactory. The Assistant Provost will determine a conference date within ten (10) school days after the written appeal has been received and shall advise the adjunct faculty member of the time and place of the conference. The Assistant Provost shall communicate their written decision to the adjunct faculty member within ten (10) school days following the conference.

Step 3 Appeal to the Provost

If the grievance is not resolved through conference with the Assistant Provost, the adjunct faculty member may appeal to the Provost. The appeal shall be made in writing and submitted to the Provost within ten (10) school days after receipt of written notice of the Assistant Provost's decision and shall be submitted in writing, signed by the grieving adjunct faculty member(s), shall identify all grievants, except in the case of a WCCAFA-AE grievance, shall contain a statement of explanation of the grievance, the provision(s) of the Agreement allegedly violated, misapplied, or misinterpreted, the remedy requested, and shall contain the disposition offered by the Assistant Provost and the reason(s) why such disposition is unsatisfactory. The Provost, or their designee, will determine a conference date within ten (10) school days after the written appeal has been received and shall advise the adjunct faculty member of the time and place of the conference. The Provost shall communicate their written decision to the adjunct faculty member within ten (10) school days following the conference.

Step 4 Appeal to the President

If the grievance is not resolved through conference with the Provost, the adjunct faculty member may appeal to the President of the College. The appeal shall be made in writing and submitted to the President within ten (10) school days after receipt of written notice of the Provost's decision and shall be submitted in writing, signed by the grieving adjunct faculty member(s), shall identify all grievants, except in the case of a WCCAFA-AE grievance, shall contain a statement of explanation of the grievance, the provision(s) of the Agreement allegedly violated, misapplied, or misinterpreted, the remedy requested, and shall contain the disposition offered by the Provost and the reason(s) why such disposition is unsatisfactory. The President, or their designee, will determine a conference date within ten (10) school days after the written appeal has been received and shall advise the adjunct faculty member of the time and place of the conference. The President shall communicate their written decision to the adjunct faculty member within ten (10) school days following the conference.

Step 5 Appeal to the Board

The next appeal on any grievance shall be to the Board of Trustees. The decision to appeal the President's decision shall be made within ten (10) school days following receipt of the President's decision. The President and the Board shall be given written notice of the decision to appeal the President's decision within the ten-day period previously stated. The Board, in its sole discretion, has the right to determine whether or not to hear the appeal at its next regularly scheduled meeting date. If accepted, the Board will determine a hearing date at the Board meeting and shall advise the adjunct faculty member of the time and place of the hearing. The hearing will be no later than the date of the subsequent regularly scheduled Board meeting. The grievance shall be presented by the adjunct faculty member who may be accompanied by a representative of the WCCAFA-AE. The Board shall deliver its written decision to the adjunct faculty member and to the WCCAFA-AE within twenty (20) school days following the hearing.

Step 6 Arbitration

A grievance that was not resolved at Step 5 may be referred to arbitration. This must be a joint decision of the WCCAFA-AE and the adjunct faculty member(s). The WCCAFA-AE shall submit to the President a written notice of referral of the grievance to arbitration within five (5) school days after the final Board disposition pursuant to Step 5.

Within ten (10) school days, the parties shall jointly request the American Arbitration Association to submit a panel(s) of qualified arbitrators from which the parties shall select an arbitrator pursuant to the procedures of the American Arbitration Association. The arbitrator selected shall set a time and place for the hearing subject to the availability of the Board and WCCAFA-AE representatives.

The arbitrator shall limit their decision strictly to the application and interpretation of the provisions of this Agreement as they apply to the specific grievance presented, and they shall be without power or authority to alter or modify in any manner any of the provisions of this Agreement or make any decision limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law.

The arbitrator shall issue their decision as soon as possible from the date of the closing of the hearing, or if oral hearings have been waived or supplemented or if post-hearing briefs have been filed, then from the date of transmitting the final proofs and statements and/or briefs. Either party shall have the right to file a post-hearing brief to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The decision shall be binding on all parties, provided that either party may challenge the arbitrator's decision in a court of competent jurisdiction and/or defend against an unfair labor practice charge or complaint before the Illinois Educational Labor Relations Board on the grounds that the arbitrator acted illegally and/or contrary to the terms of this Article which specify the scope of the arbitrator's authority. The mutual fees or expenses for the arbitrator shall be paid equally by the Board and the WCCAFA-AE. All other costs shall be paid by the party incurring same.

E. Time Limits

1. For purposes of calculating time limits under this Article, “school days” shall mean days on which the College’s administrative offices are open.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the adjunct faculty member or WCCAFA-AE, as appropriate, to proceed to the next step.
3. Any failure on the part of an adjunct faculty member and/or the WCCAFA-AE to meet a time limit specified in this Article shall result in resolution of the grievance as per the disposition stated by the College officer who last considered the grievance.
4. Time limits may be extended in any specific instance by mutual written agreement.

F. Union Grievances

The WCCAFA-AE has the right to initiate or appeal a grievance alleging a violation of this Agreement involving five (5) or more adjunct faculty members. Such grievance is subject to the procedures outlined in this Article. The grievance shall be submitted in writing, signed by a minimum of five (5) grieving adjunct faculty members, and shall contain a statement of explanation of the grievance, The provision(s) of the Agreement allegedly violated, misapplied, or misinterpreted and the remedy requested.

ARTICLE VIII: ASSOCIATION BUSINESS

The Association will be provided rights pursuant to the Illinois Educational Labor Relations Act.

A. Non-Reprisal

Neither the Board nor the Union (WCCAFA-AE) shall discriminate or take any reprisals or threaten such action against any adjunct faculty member or other College employee as a consequence of filing any grievance or participation or non-participation in the grievance process outlined in this Agreement, advocating for another WCCAFA-AE member, or exercising any of the rights granted by any section of this Agreement.

B. Meeting Space

The WCCAFA-AE may request use of College facilities and/or equipment for WCCAFA-AE meetings twice a year, free of charge, pursuant to the College's Facilities Usage Guidelines. Approval for additional meetings during the school year free of charge may be approved by the Vice President of Finance and Administration upon receipt of a written request from the Association.

C. Interoffice Mail/Email

The College will permit the WCCAFA-AE to distribute official Association materials to adjunct faculty members through the College's interoffice mail or email, subject to College regulations. A copy of any material distributed through the College's interoffice mail or email system should be given to the Provost. Any distribution must not be disruptive to College operations. No communications are allowed that include any information relating to political candidates or campaigns or contain derogatory information.

D. Association File Cabinet

The College will provide space in the adjunct faculty/common work space for a secured file cabinet for Association business. The cabinet will be provided by the Association and the College assumes no responsibility for it or its contents.

E. Dues Deduction

The Board shall deduct WCCAFA-AE membership dues from the wages of an adjunct faculty member covered by this Agreement in the amount determined by the Association. The amount to be deducted per pay period shall be uniform for each WCCAFA-AE member. The College must receive written authorization executed by the adjunct faculty member for this to occur. Once authorized, the designated amount will be deducted from each pay the WCCAFA-AE member receives while remaining a member of the bargaining unit beginning with the October 31st or March 31st pay date and ending with the May 31st pay date.

The Association shall provide a listing of WCCAFA-AE members authorizing the dues deduction and provide the completed authorization form for each member to the Office of Human Resources by October 15th and March 15th of each year. The amount per pay period may be revised annually by the Association provided written notice of the amount is submitted to the Office of Human Resources by October 15th. The dues deducted by the College shall be forwarded to the Association within fifteen (15) working days of the date for which the deductions are made.

The dues deduction authorization may be revoked by the WCCAFA-AE member at any time by providing written notice to the Executive Director of Human Resources.

F. Association-Administration Meetings

The parties to the contract agree that it is mutually beneficial to encourage open dialogue and information sharing between Association representatives and the administration. To that end, the parties agree that up to two Association-Administration meetings may be called per semester (fall and spring) on an as needed basis.

G. Bulletin Board Space

The Association shall be provided with bulletin board space, where available, in the workrooms identified in the Adjunct Faculty Guidebook and the Adult Education workroom to post notices and other materials related to Association activities. Bargaining unit members may post materials on the bulletin board that comply with college policies and procedures, including its non-solicitation guidelines.

H. Association Representation

Adjunct Faculty shall have the right to assistance and representation from duly authorized Association representatives at grievance meetings, investigatory meetings, or other meetings that may result in suspension, termination, or other disciplinary action, as applicable by law.

ARTICLE IX: ADJUNCT FACULTY USE OF FACILITIES AND EQUIPMENT

The College will provide common work space for adjunct faculty members, if available, at each campus. Use of College technology, network, equipment and supplies is restricted to business related to the adjunct faculty member's teaching assignments.

A digital schedule of classes shall be made available to Adjunct Faculty.

ARTICLE X: ACADEMIC RIGHTS AND RESPONSIBILITIES

The June 23, 2005 Statement on Academic Rights and Responsibilities shall be the guideline of this Article. A further clarification and elaboration of these statements follows.

Intellectual pluralism and academic freedom are central principles of American higher education. The particular purpose of each school, as defined by the institution itself, should set the tone for the academic activities.

Colleges and universities should welcome intellectual pluralism and the free exchange of ideas. Such a commitment will inevitably encourage debate over complex and difficult issues about which individuals will disagree. Such discussions should be held in an environment characterized by openness, tolerance and civility.

Academic decisions including grades should be based solely on considerations that are intellectually relevant to the subject matter under consideration. Neither students nor faculty should be disadvantaged or evaluated on the basis of their political opinions. Any member of the campus community who believes they have been treated unfairly on academic matters must have access to a clear institutional process by which their grievance can be addressed.

The validity of academic ideas, theories, arguments and views should be measured against the intellectual standards of relevant academic and professional disciplines. The responsibility to judge the merits of competing academic ideas rests with colleges and universities and is determined by reference to the standards of the academic profession as established by the community of scholars at each institution.

Government's recognition and respect for the independence of colleges and universities is essential for academic and intellectual excellence. Because colleges and universities have great discretion and autonomy over academic affairs, they have a particular obligation to ensure that academic freedom is protected for all members of the campus community and that academic decisions are based on intellectual standards consistent with the mission of each institution.

The WCCAFA-AE adjunct faculty member is a citizen and a member of a learned profession. When the adjunct faculty member speaks, writes, or acts as a citizen, the adjunct faculty member should be free from institutional censorship and/or discipline. However, in the execution of the adjunct faculty member's duties and responsibilities and as a responsible member of the community, the adjunct faculty member will be accurate, exercise appropriate restraint, show respect for the opinions of others and indicate in the expression of the adjunct faculty member's opinions that the adjunct faculty member is not speaking for or on the behalf of the institution.

The adjunct faculty member is entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.

ARTICLE XI: PROFESSIONAL DEVELOPMENT

The College will comply with grant requirements relating to the professional development activities of WCCAFA-AE members. The College will pay the registration fees and travel expenses for pre-approved professional development activities in accordance with College travel procedures.

Adult Education instructors will be paid at the contracted professional development pay rate for the full number of professional development hours required by the ICCB. In the event of financial exigency for any reason determined by the college, including but not limited to reduction in ICCB funding or ICCB professional development requirements, the number of hours paid may be reduced accordingly.

ARTICLE XII: ADJUNCT FACULTY PERSONNEL FILE

The College shall maintain one official personnel file for each WCCAFA-AE adjunct faculty member. This file will be maintained by the Office of Human Resources.

An adjunct faculty member will be provided with a copy of any written material that may adversely affect their employment prior to its placement in the official personnel file.

An adjunct faculty member may respond in writing to any written material that may adversely affect their employment filed in their official personnel file within ten (10) days of receipt of such material. The written response will be attached to the file copy.

As appropriate, materials placed in the official personnel file shall be dated.

Employees may submit relevant material to be considered for placement in their official personnel file by sending it to the Office of Human Resources.

An adjunct faculty member may inspect their official personnel file in accordance with the Illinois Personnel Records Review Act.

Formal Observation

The Dean or designee will conduct a formal observation of each adjunct faculty member no less than once every two (2) years. The designee shall be a managerial/supervisory employee. Faculty will be notified at the beginning of the semester during which they will be observed. Observations will be conducted on a mutually agreed-upon date. In the event of a student complaint, the Dean is required to observe an adjunct faculty member with little or no notice.

The Dean or designee will meet with the adjunct faculty member to review the observation. Observations may not be used for disciplinary action or for employment decisions. Observations will be used for formative purposes.

A copy of the written evaluation shall be discussed with and provided to the adjunct faculty member and Adult Education Dean. The adjunct faculty member shall acknowledge receipt of such copy by signing it for the file, but such acknowledgement shall not signify anything other than receipt of the report. The adjunct faculty member shall have the opportunity to include a statement with the report. A copy of the signed and dated written evaluation or observation shall be placed in the adjunct's personnel file.

ARTICLE XIII: SUBSTITUTE PAY

WCCAFA-AE bargaining unit members who substitute for another faculty member will be paid by the College at the rate of \$52.00 per clock hour. The substitution must have prior approval by the appropriate Dean or their designee. Authorization for such payment must be submitted by the Dean to the Office of Human Resources.

ARTICLE XIV: ABSENCE PROCEDURE

An absentee rate of greater than 10 percent of scheduled class sessions for each assigned course will be the point at which an adjunct faculty member will receive a pay deduction for the missed class sessions. This percentage will be rounded up or down to the nearest whole number in order to calculate the number of class sessions that may be missed before a pay adjustment will be necessary. All adjunct faculty absences must be reported to the appropriate Dean or Manager as far in advance as possible. Exceptions to the Absence Procedure are noted below:

Military Leave

Adjunct Faculty shall have rights to military leave in accordance with state and federal law.

Jury Leave

With respect to jury leave, absences from teaching will not be charged against the 10% rule noted above.

Bereavement Leave

With respect to bereavement leave, one scheduled class session for each assigned course will not be charged against the 10% rule noted above. Any additional scheduled class session(s) missed will be charged against the 10% rule. Adjunct Faculty may use the bereavement leave to attend the funeral/memorial of, grieve for, or tend to the personal affairs of the employee's deceased parent, grandparent, brother, sister, spouse, spouse's parent, spouse's grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, child, and grandchild. This list is inclusive of step-family members and civil-union partners and their corresponding family members. Additional time off may be requested by the employee and will require approval by the immediate supervisor. Additional time off taken will be charged against the 10% rule.

Paid Leave of Absence

Because the provisions of this Contract for paid leave of absence are more generous than those required under the Illinois Paid Leave for All Workers Act (Illinois Public Act 102-1143), the WCCAFA-AE agrees to waive the provisions of said Act.

Substitute Procedures for Absences

Planned Absences

For planned absences, adjunct faculty will collaborate with the Dean for Adult Education or designee to arrange for a qualified substitute.

Unplanned Absences

For unplanned absences, adjunct faculty may arrange for a qualified substitute and/or engage other department employees, including the Dean for Adult Education, to share in the responsibility of finding a substitute. Upon notification of an unplanned absence, to the extent it is possible, the adjunct faculty will communicate their intention to find a substitute or their need for immediate support to arrange a substitute.

In no event shall adjunct faculty be disciplined if a qualified substitute cannot be found for a planned or unplanned absence.

ARTICLE XVI: TUITION REIMBURSEMENT

A WCCAFA-AE member will be eligible for tuition reimbursement for credit courses taken by the member at Waubensee Community College. The member is eligible to be reimbursed for up to three (3) credit hours for any semester (non-cumulative) in which they are actively teaching provided the member receives a grade of “C” or higher.

No paying student will be denied enrollment to accommodate a tuition reimbursement enrollee. The College will reimburse the WCCAFA-AE member for tuition only. Reimbursement requests must be processed in the same fiscal year in which the course work is completed.

ARTICLE XVII: DIRECT DEPOSIT

All eligible WCCAFA-AE adjunct faculty members are required to complete and sign the direct deposit authorization form, including a canceled check, and remit the completed information to the Payroll Office within 30 days of meeting eligibility requirements as defined in Recognition.

The first paycheck shall be issued on the first payday after the end of the pay period in which the first day of class was held. As examples:

First day of class is August 10
First day of class is August 16

Pay received on August 31
Pay received on September 15

ARTICLE XVIII: COMPENSATION

Adjunct faculty shall be compensated according to the highest ICCB Professional Pathway credential earned in the instructional content area (ESL, Language Arts, or Math), in accordance with the following schedule:

	Tier 1: Base Qualifications: Bachelor's Degree, new Instructors (45 contact Hour class, 3 consecutive semesters, excluding summer)	Tier 2: Master's Degree or ICCB Specialist Credential or Corrections Trained	Tier 3: Doctoral Degree or ICCB Master Teacher Credential
2024-25	\$59	\$62	\$65
2025-26	\$60.18	\$63.24	\$66.30
2026-27	\$61.38	\$64.50	\$67.63
2027-28	\$62.61	\$65.80	\$68.98

For FY2025, in placing adjunct faculty who are currently members of the bargaining unit into the relevant tier, adjuncts will be retained in their current tier designation.

Beginning with the 2025-2026 academic year, in addition to the hourly rates listed above, each member of the bargaining unit may qualify for an additional annual 1% hourly rate increase if the entire Adult Education Program achieves the Measurable Skill Gains (MSG) target established and reported by the Illinois Community College Board Office of Career, Technical and Adult Education. College progress toward the MSG target for the Adult Education Program is normally reported annually no later than June 30. Once the College administration is notified of progress made toward the MSG target, the WCCAFA-AE leadership will be notified, no later than July 15 annually.

In the event the Program achieves the MSG target, each member of the bargaining unit will receive a 1% increase in their annual hourly rate. This amount will be paid as part of the regular payroll.

Documentation of additional credentials must be received by Human Resources one time annually by July 15 of the fiscal year to be placed at the next tier on the compensation scale for that academic year.

Adjunct Faculty shall be compensated for mandatory in-person or online employee training and mandatory departmental and institutional meetings at the rate of \$40 per clock hour of attendance. Examples of mandatory training include the state-mandated Ethics, Fraud Awareness and Whistleblower Training and the Family Educational Rights & Privacy Act (FERPA) training.

An adjunct faculty member shall be compensated for non-teaching assignments at a rate of \$40 per clock hour. Examples of non-teaching and professional development activities may include curriculum committee work, student outreach, orientation, and onboarding outside of class, assessment outside of class, mentoring, professional collaboration, and WCC committee participation.

In order to participate on a curriculum committee, instructors must have earned their ICCB Standards Proficient Instructor credential in the appropriate content area (ESL, Language Arts, or Math). At the Dean's discretion, priority for participation will be given to instructors who have earned Master Teacher and Specialist credentials.

When there is a College closure due to inclement weather bargaining unit members will be paid their contracted instructional rate of pay for canceled classes the bargaining unit member was scheduled to teach.

For other emergency or unplanned building or campus closings, decisions will be made on a case-by-case basis.

ARTICLE XIX: NO-STRIKE PLEDGE

Both the Board and the WCCAFA-AE affirm and accept the principle of good faith collective bargaining and that any and all differences shall be resolved by peaceful and appropriate means without interruption of the College program, services, or operations. The WCCAFA-AE therefore agrees that it will not instigate, engage in, support, encourage, or condone any picketing, protesting, strike, work stoppage, or other refusal to perform work by the adjunct faculty members covered by this Agreement during the entire term of this Agreement.

ARTICLE XXI CONFORMITY TO LAW/SAVINGS CLAUSE

If any provision of the Agreement is or shall at any time be contrary to or unauthorized by law, then such provisions shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of the Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect. In such event, the parties shall, upon the agreement of both parties, commence good faith bargaining over possible replacement language for the invalidated section, sub-section, or portion of this Agreement.

AGREEMENT

Entered into and between the Board of Community College District No. 516, Counties of Kane, Kendall, DeKalb, LaSalle, and Will, State of Illinois, and the Waubonsee Community College Faculty Council as collective bargaining agent for those faculty members in the bargaining unit described in Article I, hereof, for the period July 1, 2024 through June 30, 2028.

In witness thereof:

**For the Board of Trustees
Waubonsee Community College**


Chair, Board of Trustees

May 15, 2024
Date


Secretary, Board of Trustees

05/16/2024
Date

**For the Waubonsee Community College
Adjunct Faculty Association – Adult Education (WCCAFA-AE)**


WCCAFA-AE President

5/20/24
Date


WCCAFA-AE Treasurer

5/20/24
Date

MOU

MEMORANDUM OF UNDERSTANDING

The following items resulted in resolution of concerns brought to the negotiations process for a successor agreement to the parties' 2022-2024 Contract. The purpose of this Memorandum is to memorialize discussions and resolution of the issues noted. The contents of this Memorandum are provided to document the history of negotiations for the successor agreement and are not part of the new Contract.

1. Class Instructional Materials

During negotiations for the successor agreement, both parties acknowledged the importance of faculty having class materials required for instruction. During these discussions, the program administrators noted the existence of funds available for faculty to secure required class instructional materials not otherwise provided by the College. To access these funds, the following procedure will be implemented:

- A. Faculty members will fill out a form requesting the purchase of materials which they verify are necessary to meet student needs. This form must be filed with the Dean.
- B. The request for such materials will be approved or denied within five (5) workdays of its submission to the Dean. If approved, funds for the purchase will be provided from the Institutional Materials Budget. If denied, the faculty member will be informed as to the reason.
- C. The formalization of this process will be developed by the Dean or designee and published to the faculty prior to the start of the 2024-25 academic term.

2. Class Size

In establishing class rosters prior to the start of the term, the Dean or designee will consider:

- a. the legal capacity established by municipal officials and posted in each room; and
- b. The results of expected faculty outreach efforts to students in order to report to the Dean the expected student enrollment and attendance; and
- c. Available instructional materials and room furniture.

Unless otherwise determined by the faculty member, during the first 3 class sessions, any student whose attendance exceeds the posted room capacity limitations will be sent to the Program office.

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Tentative Agreement
Date 4/10/24

WCC: Julie Olay
WCCAF: [Signature]