

These are language revision exactly as they will appear in the new contract. Underlined words represent new language. ~~Struck through words~~ represent deleted language.

ARTICLE I. RECOGNITION

- A. The Board of Trustees of College of DuPage and/or its designated representatives hereby recognizes the College of DuPage Adjuncts Association as the sole and exclusive negotiating representative for certain Part-Time Faculty as follows:

Included: All currently employed Part-Time Faculty who can demonstrate employment in each of the three (3) education years prior to eligibility including at least twelve (12) credit hours of instruction in the two (2) semesters (excluding the summer term) in the first educational year prior to eligibility and employment in at least one (1) semester in both the second and third years prior to eligibility; and all Part-Time Counselors and Advisors. Any Adjunct Faculty member who qualifies for initial bargaining unit inclusion shall retain their bargaining unit eligibility status unless the Adjunct Faculty member does not thereafter provide at least six (6) credit hours of instruction per academic year, excluding summer. Any Adjunct Faculty member who is removed from the bargaining unit because he/she did not meet the maintenance criteria set forth above will re-qualify for eligibility in the unit after providing at least six(6) credit hours of instruction for two (2) one consecutive academic years within two years of eligibility will be re-eligible for bargaining unit inclusion as stated in I.B. Re-Eligibility.

Excluded: Full-Time Faculty; Part-Time Faculty not meeting the above definition; short-term educational employees, supervisory, managerial and confidential employees as defined by the IELRA, ~~and employees whose positions are funded by contracts or agreements with outside governmental and/or private agencies.~~

Adjunct Teaching and Part-Time Counseling and Advising Non-Teaching Faculty are members of the bargaining unit as defined herein.

Each summer the College will determine membership in the bargaining unit. Adjunct Teaching Faculty will be qualified or disqualified effective the beginning of the subsequent fall term.

- B. ~~Re-Eligibility:~~

~~An Adjunct Teaching Faculty member who is removed from the bargaining unit because he/she did not meet the maintenance criteria set forth in Article I.A.1. will re-qualify for eligibility in the unit after providing at least (6) credit hours of instruction for two (2) one (1) consecutive academic years.~~

VI. ACCESS

The Board assures the Association reasonable non-confidential access to the Board and College resources including names and addresses of Adjunct Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty Members, campus e-mail (under the same terms and conditions as they are available to other employee groups), one (1) bulletin board of reasonable size in the Part-Time Faculty office ~~and in the M Building faculty room~~ Centers that are staffed, reproduction services, space in the Part-Time Faculty office for a filing cabinet, and meeting rooms, provided such use of meeting rooms in no manner conflicts with any College functions.

The Association shall pay for political, social, organizational and/or like material including material in any way related to collective bargaining.

The Board shall provide the Association with a mailbox in the Part-Time Faculty ~~office and in the M Building faculty room~~ Centers that are staffed,, and the Association and its mailbox location shall be listed in the Campus Directory.

- A. Union Office Space - The College will make a good faith effort to provide space designated as for Union office purposes. If space is made available, the Union agrees to compensate the College annually at \$4.00 a square foot. If space is designated, the College retains the right to relocate or discontinue the rental at any time.

The College will provide a phone, keys, internet access and access to the space.

The Union will take responsibility for custodial care of the above cited office. All reasonable and necessary maintenance and repair of this space is the responsibility of the College.

- B. Labor – Management Meetings – The President of the College and the President of CODAA shall meet at least one time, at the request of CODAA, per academic year to discuss matters of mutual concern. Each shall advise the other party at least one week in advance of items to be discussed.
- C. Union Support – At the beginning of each Fall Term CODAA will receive \$5,000 per academic year to be allocated according to the wishes of CODAA to be distributed to the officers of CODAA.

VII. ACADEMIC FREEDOM

Institutions of higher education are conducted for the common good and not to further the interests of either the individual Adjunct Faculty Member, the Part-Time Counseling and Advising Non-Teaching Faculty Member or the institution as a whole. The common good depends on the free search for truth and its free exposition.

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

Academic freedom, within the discipline subject matter for which the Adjunct Faculty are employed, shall be guaranteed to all Adjunct Faculty members and no arbitrary limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning humans, societies, the physical and biological world, and other branches of learning as applicable.

Adjunct Faculty members shall be free to present instructional materials which are pertinent to the subject and level taught in their courses and shall be expected to present facets of controversial issues in an unbiased manner within the scope of the College approved course objectives and discipline guidelines, including but not limited to text book selection except in those departments where a department text book is used or there is a recommended text list. If there is a departmental textbook selection committee, CODAA may make participant recommendations. The Dean or designee will select a CODAA member in the discipline to participate on the committee. Participation on this committee is voluntary. Part-Time Counseling and Advising Non-Teaching Faculty are entitled to freedom in their offices, and in work-required workshops and presentations in discussing the subject matter related to their discipline, but they should not introduce into their discussions any subjects that have no relation to their job responsibilities. They should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others and make every effort to indicate that they are not speaking for the institution.

The College 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 College 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 behalf of the institution.

The Association and the College endorse the American Counseling Association Code of Ethics and Standards of Practice and the National Academic Advising Association. Part-Time Counseling and Advising Non-Teaching Faculty shall follow the Professional Code of Ethics and Standards of Practice as they apply to College of DuPage and comply with local, state and federal laws.

VIII. ASSIGNMENT OF FACULTY

Assignment or reassignment of Adjunct Teaching Faculty and Part-Time Counseling and Advising Non-Teaching Faculty shall be the responsibility of the President with the assistance of other appropriate administrative staff and shall be based upon a continual assessment of the needs and interests of the students and the community served by the institution. Specific assignments shall be made by the administration.

- A. The College/Board acknowledges that a reasonable effort ~~should~~ will be made to offer Adjunct Teaching Faculty an initial assignment to the unit members who are fully qualified and who have had a continuing history of successful performance at College of DuPage at a minimum sufficient to maintain membership in the bargaining unit. It is understood, however, that the making of such an assignment each term shall be within the sole discretion of the College administration.

[Remainder of Article is unchanged]

ARTICLE X. GRIEVANCE AND APPEAL PROCEDURE

~~If arbitration is not begun within three (3) months of written notification by the Association, it is deemed forever withdrawn by the Association. The parties shall request that the arbitrator hold a hearing within twenty (20) days of the notice of selection.~~

[Remainder of Article is unchanged]

XII. NOTIFICATION OF AVAILABLE FULL-TIME POSITIONS

~~When a new full-time position is authorized or an existing Full-Time Faculty position is to be filled, a notification of such position will be posted in the Human Resources Office in IC 2070, M Building, CIL and off campus location owned by the College sent out electronically and posted on the College website.~~

This provision will not be subject to the grievance procedure of this agreement.

XIII. REMUNERATION

- A. Teaching Faculty

Remuneration for Adjunct Teaching Faculty credit teaching assignments in all delivery modes shall be at the following rates. For the purpose of administering this section, there are currently three terms per year, Fall, Spring, Summer

<u>Effective Date</u>	<u>Teaching Experience</u>	<u>Credit Hour Rate</u>
<u>Fall 2011</u>	<u>18 terms or less</u>	<u>\$934</u>
	<u>19 terms or more, less than 39 terms</u>	<u>\$943</u>
	<u>39 terms or more</u>	<u>\$952</u>
<u>Fall 2012</u>	<u>18 terms or less</u>	<u>\$962</u>
	<u>19 terms or more, less than 39 terms</u>	<u>\$972</u>
	<u>39 terms or more</u>	<u>\$981</u>
<u>Fall 2013</u>	<u>18 terms or less</u>	<u>\$996</u>
	<u>19 terms or more, less than 39 terms</u>	<u>\$1006</u>
	<u>39 terms or more</u>	<u>\$1015</u>
<u>Fall 2014</u>	<u>18 terms or less</u>	<u>\$1036</u>
	<u>19 terms or more, less than 39 terms</u>	<u>\$1046</u>
	<u>39 terms or more</u>	<u>\$1056</u>

Credit classroom assignments will be based on equivalent hours.

B. Part-Time Counseling Non-Teaching Faculty

<u>Fall 2011</u>	<u>\$37.16</u>
<u>Fall 2012</u>	<u>\$38.33</u>
<u>Fall 2013</u>	<u>\$39.69</u>
<u>Fall 2014</u>	<u>\$41.33</u>

C. Part-Time Advising Non-Teaching Faculty
Employed as of August 23, 2010

<u>Fall 2011</u>	<u>\$32.47</u>
<u>Fall 2012</u>	<u>\$33.49</u>
<u>Fall 2013</u>	<u>\$34.68</u>
<u>Fall 2014</u>	<u>\$36.12</u>

D. Part-Time Advising Non-Teaching Faculty
Employed as of August 24, 2010

<u>Fall 2011</u>	<u>\$25.64</u>
<u>Fall 2012</u>	<u>\$26.45</u>
<u>Fall 2013</u>	<u>\$27.39</u>
<u>Fall 2014</u>	<u>\$28.52</u>

E. Part-Time Counseling and Advising Non-Teaching Faculty shall be compensated at the CODAA rate for all teaching hours provided they meet the eligibility requirements as defined in Section I.A. of this Collective Bargaining Agreement. Otherwise, they will be compensated at the Non-CODAA teaching rates.

Non-credit or non-classroom oriented assignments will be based on contact hour rates as determined by Human Resources and paid to the majority of Part-Time Teaching Faculty.

No non-represented Part-Time Teaching Faculty member will be paid a credit hour rate that exceeds the lowest credit hour rate for bargaining unit members unless Human Resources, at its sole discretion and after

having conducted an internal search, determines that the course requires a specialized highly-skilled teacher. Postings on the internal search shall include required skills.

Extra Duty – In instances where the Administration ~~desires or requires~~ specifically requests or requires a unit member's attendance at a particular meeting, training, or event, the unit member shall be compensated at \$26 hour rate, with one (1) hour minimum and in ½ hour increments for additional time over fifteen (15) minutes, for the time the particular meeting training or event actually lasts. Individual unit members must be specifically assigned and approved for compensation to qualify for additional monies as per this paragraph. No adjunct faculty member can be compensated more than six hundred twenty-four dollars (\$624) for extra duty assignments in any fiscal year. The College will budget eleven thousand dollars (\$11,000) of which fifty-five hundred dollars (\$5,500) will be available to those adjuncts participating on committees affiliated with Shared Governance and the remaining fifty-five hundred dollars (\$5,500) will be available to remunerate those adjuncts that participate on other College committees subject to the established procedures.

For Shared Governance: Any exceptions to the individual limits in this article must be pre-approved by the Executive Vice-President.

Uncompensated absences equal to, or less than, one-half the semester will be deducted at the following rates per classroom contact hour:

Rate per Contact Hour

<u>Fall 2011</u>	<u>\$59</u>
<u>Fall 2012</u>	<u>\$61</u>
<u>Fall 2013</u>	<u>\$63</u>
<u>Fall 2014</u>	<u>\$65</u>

Unpaid absences which exceed one-half the semester will be prorated on total actual class contact hours for an individual.

XVII. PROFESSIONAL EDUCATIONAL DEVELOPMENT

The College will make available up to \$25,000 per fiscal year for FY10 and FY11 for professional development reimbursement for CODAA members who are currently teaching and for Part-Time Counseling and Advising Non-Teaching Faculty.

Professional Development funds are to be used for reimbursement of tuition, fees, conference registrations, seminars, membership dues, appropriate academic periodicals/subscriptions or one-half the costs for professional licenses that are required in the official hiring guidelines.

Pre-approval for any request for reimbursement is required. Requests for reimbursement must be for expenses (as listed above) that are relevant to the faculty member's assignment(s) at the College of DuPage. will be dispersed at the sole discretion of the College. The College will approve or deny requests for reimbursement within ten (10) business days of receipt of requests for pre-approval by the appropriate Administrator. The CODAA member will provide appropriate documentation to support the expenditure prior to actual reimbursement. Forms will be available in Human Resources and on the College portal.

No faculty or Part-Time Counseling and Advising Non-Teaching Faculty may request more than \$260 per person per year.

PARTIIPAITON IN DEPARTMENT/DIVISION MEETINGS
INSERT NEW SECTION LOCATION - TBD

Part-time Teaching , Counseling and Advising faculty shall be invited to participate in the Fall and Spring In-service Division and Department meetings for the department in which they received a teaching assignment. It is understood that participation is voluntary (not required) and is not eligible for compensation.

TUITION WAIVER -- INSERT NEW SECTION LOCATION - TBD

Part-Time Faculty shall be eligible to enroll him or herself in one (1) credit course offered by the College and receive a two-thirds tuition waiver in the regular academic term in which they are assigned or the term immediately following. The participation of such person in any course shall not permit such course to be conducted if it would otherwise be cancelled for lack of sufficient paid enrollment .The registration calendar will be published annually.

EVALUATION OF ADJUNCT FACULTY-- INSERT NEW SECTION LOCATION - TBD

When the College develops pre and post observation aspects of adjunct faculty evaluations, the College will consider input from the CODAA President or designee.

XXIII. DURATION OF THE AGREEMENT

This Agreement shall be in effect upon adoption by both parties and with an effective date of August 18, 2011and shall remain in effect until through the calendar day immediately before the Fall Term 2015.