

**Agreement between
John Wood Community
College Board of Trustees
District #539**

and

**John Wood Community
College Faculty Association
IFT/AFT Local #6086**

Collective Bargaining Agreement

FY2023-FY2026

Approved

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ASSOCIATION/BOARD RELATIONS

ARTICLE I

RECOGNITION

1.01 Jurisdiction and Scope

The Board of Trustees of Community College District #539, hereinafter referred to as the "Board," recognizes the John Wood Community College Bargaining Unit Association, affiliated with the Illinois Federation of Teachers/AFT, AFL-CIO, Local No. 6086, hereinafter referred to as the "Association," as the sole and exclusive negotiation agent for all full-time tenured and tenure eligible academic bargaining unit members, including department chairpersons, counselors and librarians, but expressly excluding all managerial, administrative, supervisory personnel as per the Illinois Education Labor Relations Act (IELRA), and employees paid through federal and state grant programs.

1.02 Exclusive Bargaining Agent

The Board agrees not to enter into contract negotiations in regard to wages, hours and working conditions with any individual, group or organization covered by this Agreement, other than the duly elected representatives.

ARTICLE II

INSTITUTIONAL GUIDELINES

2.01 Maintenance of Standards and Board Rights

Except as specifically stated in this contract, the Board shall continue to maintain their rights as per law, and as articulated in practices established prior to the ratification and acceptance of this contract. Except as this Agreement shall herein provide, all wages, hours, terms, and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing herein shall be interpreted or applied so as to eliminate, reduce, or otherwise detract from any Association member rights existing prior to the effective date of this Agreement.

2.02 Use of College Facilities & Equipment

The Association may reasonably utilize College meeting room facilities when not otherwise scheduled for use by making a proper request in accordance with College procedures. The Association may use normal classroom equipment available to Association members but will reimburse the College for any extraordinary expenses in accordance with College procedures.

2.03 Mailboxes and Bulletin Boards

The Association shall have the right to place official Association notices on bulletin boards designated for Association use at each building where Association members are assigned. All bulletin board notices shall be signed or initialed by an authorized Association representative. The Board shall permit the Association to place official Association materials in the faculty mailboxes.

2.04 Information to the Association

The Board shall make available to the Association, upon its request, any and all statistics and records which are public information, and which are relevant to negotiations or necessary for the processing of a grievance or the enforcement of the terms of this Agreement.

The Board shall furnish the Association President with one (1) copy of the Board meeting agenda in advance of each regular or special Board meeting and notification in advance of a meeting of the Board. A copy of the minutes of the immediate past meeting will be furnished to the Association President within one (1) week after the Board has officially approved these minutes. Materials will be available to be picked up in the College President's office.

2.05 Right to Representation

If an Association member is called to a meeting with an administrator that is intended to be disciplinary or may during the course of the meeting become disciplinary, the member shall be notified either in advance of the meeting or at such time during the meeting that the meeting has become disciplinary in nature. All association members shall be afforded due process and can enact Weingarten Rights. Any delay in meeting will not preclude interim action by Administration, pending the disciplinary meeting.

2.06 Scheduling of Association Negotiations

The Board agrees to schedule negotiation meetings that will not interfere with necessary work of the representatives of all parties.

ARTICLE III

WORKING CONDITIONS

3.01 Regular Load Assignments

The Vice President of Instruction, in accordance with the needs of the College, shall assign workload for the Association members for the academic year for all College sites and delivery systems. Scheduling of regular faculty load assignments will continue as a cooperative effort involving the Vice President of Instruction, appropriate Dean, Department Chair/Director, and the individual Association member. In the event that the cooperative effort is unsuccessful, the Vice President of Instruction will determine the assignment, based upon demonstrated ability such as academic qualifications/training, teaching experience, job-related experience, scheduling factors, and job-related factors. By the end of each semester, faculty schedules for the next semester will be in place. This does not preclude administration from making changes to the schedule as stated in 3.02 or from adding sections and seeking faculty to fill overload sections.

Workloads up to thirty (30) equated credit hours may be assigned for the academic year, normally fifteen (15) equated credit hours per semester. Faculty will not receive load hours for workload assumed or supervised by either paraprofessionals or instructional aides, except for those individuals assigned to provide primary and direct responsibility for the students.

Workload for non-teaching Association members (counselors and librarians) shall be in accordance with Board Policy 519 (Working Hours of Exempt Employees). When counselors are required to conduct orientation programs or teach classes, the time spent will be considered part of the regular workweek. Any teaching assignments the counselors choose to take will be considered overload.

The Association counselors' work year shall be equivalent to the number of workdays in the academic year (section 3.07). The Chief Student Services Officer will determine the work schedules with input from the Association counselors.

3.02 Failure of Class to Materialize

In the event that any course that would fulfill an Association member's load fails to materialize, the Vice President of Instruction, in consultation with the Department Chair/Coordinator/Director and the Association member, will assign a comparable load of instruction, administration, or other professional duty for which the Association member is qualified.

3.03 Load Value Scale

To address the issues related to load value, the following values are placed on instructional activities with sixteen (16) clock hours equal to 1 credit hour:

(One (1) instructional clock hour = fifty (50) minutes unless specified otherwise)

	<u>Activity</u>	<u>Value</u>
1.	Lecture Hour (50 minutes)	1.00
2.	Open Learning Center Hour (clock hour = 60 minutes)	1.00
3.	Non-Credit Course Instruction (60 minutes)	1.00
4.	Blended Courses (In a blended course containing lecture and on-line instruction, the on-line instruction must equate to less than 50% of the entire course)	1.00
5.	Laboratory Related Instruction:	
	Health Care Lab (50 minutes/hour)*	1.00
	Science Lab (50 minutes/hour)*	1.00
	Education Lab (50 minutes/hour)*	1.00
	Career/Technical Lab (50 minutes/hour) * (All labs preparing students for the work force, such as but not limited to agriculture, and restaurant management)*	1.00
	Physical Education Activity (50 minutes/hour)*	1.00
6.	Nursing Clinical (clock hour = 60 minutes)	1.00
7.	On-line Courses per credit hour	1.00
8.	Substitute Lecturer (Pre-approved by the Vice President of Instruction and paid by College)	\$25.00 per hour
9.	Independent Study per Billed non-refundable Credit Hour	.10
10.	Course Development and Revision	
	a. Development of a new, formerly non-existent course	1.00
	b. Re-development of a course to facilitate a change in delivery method (Note: changes in delivery to or from Hybrid will be paid as noted in item (d) below.)	.75
	c. Major course revision, adopting a new text as approved by the appropriate Dean, major upgrade in software, or complete revision of an existing on-line course	.50
	d. Re-development of a course to facilitate a change in delivery to or from Hybrid	.375
	e. Regular course revision, new edition of same text, upgrades/updates in software	.00
11.	Internship – Per billed non-refundable credit hour, per student	.10
12.	Practicum (as defined by the Illinois Community College Board and accepted by the College Curriculum Approval Process) – per credit hour	.50

13.	<p>Department Chair or Coordinator Release Time</p> <p>a. The release time for an Association member holding the title of Chair shall be three (3) to six (6) credit hours, as determined by the Vice President of Instruction, utilizing, but not limited to, the criteria listed in Appendix A, unless other duties assigned by the Vice President of Instruction creates an exception for additional release time.</p> <p>b. The release time for an Association member assigned coordinating duties shall be one (1) to two (2) credit hours as determined by the Vice President of Instruction, utilizing, but not limited to, the criteria listed in Appendix A, unless other duties assigned by the Vice President of Instruction creates an exception for additional release time.</p>	<p>Three (3) to six (6) credit hours per semester</p> <p>One (1) to two (2) credit hours per semester</p>
14.	Mentoring assignment	1.00

3.04 Overload Assignments

After the Vice President of Instruction or his or her designee in accordance with the needs of the College has assigned workload to the Association members for the academic year for all College sites and delivery systems, any remaining workload that is to be assigned to Association members shall be considered overload. The Department Chairs/Coordinators/Directors shall develop a recommended overload schedule and submit it to the Vice President of Instruction or his or her designee, for approval. Overload compensation shall be paid for all assignments in excess of fifteen (15) equated credit hours per academic semester (fall or spring) unless a flexible load schedule has been agreed to per section 3.21. Compensation for overload typically will start within four (4) weeks, but not longer than five (5) weeks of the start of the overload.

Overload to be assigned to Association members will be distributed according to the following priorities:

- A. With regard to teaching assignments:
 1. Qualified Association members in the same department as determined by the Vice President of Instruction. These members have the first right of refusal, subject to approval of the Vice President of Instruction first.
 2. Qualified Association members outside the department as determined by the Vice President of Instruction.
 3. When the load is less than fifteen (15) credit hours, and a flexible load schedule has not been agreed to per section 3.21, the Vice President of Instruction or his or her designee, may assign one (1) class creating up to twenty-one (21) credit hours of required load when the course is duplicated creating no new preparation.
 4. Normally, overload hours shall be limited to no more than six (6) equated credit hours each fall and spring term. Department Chairs and Coordinators may exceed six (6) load hours subject to approval by the Vice President of Instruction. Any other special circumstances may be brought to the Vice President of Instruction for approval.

5. Overload is intended to be equally divided among interested, qualified, full-time faculty.
 6. The Vice President of Instruction has the right to amend, approve, or disapprove any and all overload assignments.
- B. With regard to additional supplemental assignments beyond the essential functions and duties of employment as an Association member, the Vice President of Instruction or his or her designee may select Association members in the department who are fully qualified to assume the supplemental workload.
- C. For non-teaching Association members, any additional work over the regular contract load will be considered overload and paid at the rate indicated in Article 7.02 for a 60-minute clock hour.

In general, the Association member has the right to refuse overload with the exceptions described in this section.

3.05 Terms Outside of the Academic Year

With authorization from the Vice President of Instruction, the Association members may voluntarily teach classes outside of the academic year (3.07).

3.06 Association Work

Subject to the provisions of this Agreement, the Board shall continue to assign Association work to Association members. Association work shall be defined as those job responsibilities normally and customarily assigned to Association members.

Other than Coordinators and Directors of Instructional Programs, no Association work shall be performed by other employees of the College, except as overload, subject to the provisions of Qualifications for Association Work (Section 3.12). The Board will not reassign Association work to non-Association members with the intent of eliminating positions in the Association without consultation with the Association.

3.07 Academic Year

The academic year shall begin in or about mid-August and shall end in or about mid-May as determined by the Board. The academic year shall not exceed one hundred sixty-four (164) days including two (2) semesters, each consisting of fifteen (15) instructional weeks plus one (1) week of final exams. Each total semester shall be sixteen (16) weeks. The academic year shall not include holidays or break periods.

Prior to the start of the fall term, two (2) days will be reserved for convocation and department meetings. Prior to the start of the spring term, one (1) day will be reserved for department meetings.

Grades will be due by 5:00 p.m. on the Monday immediately following final exam week.

Dual Credit classes will follow the John Wood Community College academic calendar.

3.08 Workweek Schedule

Recognizing the variable instructional schedule of faculty, the following general guidelines are established for the workweek during the academic year. The workweek for all full-time faculty shall consist of the following:

- On-campus commitments of meeting assigned classes.
- Holding office hours for meeting with students and College employees as described below:
 - One (1) clock hour per week should be held for every class taught during the term with a maximum of five (5) total clock hours per week.
 - For online courses, office hours should be scheduled as Zoom (or equivalent) time blocks to be open for appointments.
 - For structured classes and/or classes that occur at an instruction site, office hours should be held on campus, at the instructional site of the class, or at a reasonable location for students to have access to the instructor.
- Performing College committee work or other assigned work where load has been assigned.
- Responding to student emails within 24 hours during business days and within 24 hours of assignment due dates.
- Attending and participating in Commencement and Convocation.
- and other professional duties assigned by the Vice President of Instruction including individual and/or department meetings. Reasonable notice (typically two (2) weeks) should be given for these duties, and other scheduled work items listed above will take priority to these items.
 - The Bargaining Unit and Administration agree that meaningful meetings are valuable to a productive team. Administration will limit the number of meetings scheduled. If at any time either party believes that meeting schedule needs to be discussed, the Administration and Bargaining Unit will agree to have such discussions.

Association members should be on campus or the appropriate site, including but not limited to hospitals, businesses, etc., for a sufficient number of hours to produce the equivalent of fifteen (15) semester credit hours each semester, consistent with scheduling approved by the Vice President of Instruction. Each Association member shall post and enter into Outlook their workweek schedule to be accessible to students and college employees each week and offer additional hours for appointments.

Each Association member is encouraged to attend appropriate committee meetings and to serve in leadership roles.

3.09 Technology Issues

Association members shall be encouraged to make recommendations regarding technology, acquisitions, and/or upgrades. The Association shall have a permanent seat on the Technology Committee. Explanation, as soon as possible, shall be given when access or changes are necessary to this equipment. Such notification shall be via JWCC e-mail.

3.10 Evaluation for Tenured Association Members

Formal evaluation for tenured Association members shall be used for professional growth. The formal evaluation process shall consist of three (3) parts:

- Teaching Observations – One (1) class will be observed every other year by either the Vice President of Instruction, appropriate Dean or Director, or their designee
- Annual Evaluation – An administrative and self-evaluation of performance shall be conducted once every academic year.
- Student Evaluations – All classes will be evaluated.
- All forms used for evaluation and observation of faculty, along with timing of evaluation, will be developed by the Office of Human Resources, Instruction, and the Association jointly

Upon request by the tenured Association member or Vice President of Instruction, any or all parts of the evaluation may be administered more often than described above. If additional teaching observations are necessary, an evaluator acceptable to both the Vice President of Instruction and the Association member will be chosen. If the tenured Association member and the Vice President of Instruction do not agree on the evaluator, an evaluator chosen by each will conduct the teaching observation. The Association President shall be informed of such requests in writing, with reasons given.

This formal evaluation process does not prevent the Board from undertaking an investigation of complaints and/or charges made involving any tenured Association member.

If a dispute develops at any point during the evaluation or observation process between the Association member and evaluator(s), the Association member shall be given all relevant and appropriate information, in writing, regarding the complaints, allegations, and charges. The Association President and the Vice President of Instruction or his or her designee shall determine what is deemed relevant and appropriate. The Association member shall receive such information in order to exercise all his or her due process rights.

3.11 Official Personnel Files

All final evaluative material relating to an Association member shall be retained in his or her official personnel file in the Office of Human Resources. Only one (1) official file shall exist for each Association member.

When any material is placed in the Association member's official personnel file (hereinafter described in this section as "file"), a copy of such material shall be provided to the Association member within five (5) working days. The Association member shall acknowledge receipt of such copy, but such acknowledgment shall not signify anything other than receipt of the material.

The Association member shall have the right to respond to any material placed in the Association member's file by submitting the response in writing within thirty (30) days of the filing of the original material. Such response shall be attached to the file copy.

An Association member shall have the right to examine his or her file upon written request. Such request shall be honored within seven (7) working days if made during normal business hours and may be extended where necessary for an additional seven (7) days. A designee of the College administration may be present during such review. Nothing shall be permanently removed from the file without the consent of the Association member and College administration. An Association member may reproduce material from the Association member's file at the customary cost.

No material from an Association member's personnel file shall be made available to personnel or agencies unconnected with the College without the Association member's consent, except as required by law or as necessary pursuant to the regular operation of the College. This does not preclude verification of employment.

No right exists to inspect records exempt from inspection under the Illinois Personnel Recording Review Act.

3.12 Qualifications for Association Work

The qualifications of an Association member to teach specific courses or in particular fields shall be in accordance with the Higher Learning Commission Criteria for Accreditation and Assumed Practices, the Illinois Community College Board System Rules, and any other certifying or accrediting body governing our academic programs.

3.13 Seniority

A. Definition

For the purpose of this Agreement, the following definition shall apply unless otherwise provided herein. "Seniority" shall refer to the number of years of full-time employment as an Association member or original date of hire as a full-time faculty member. Seniority will be used to determine the following, but is not limited to:

1. Reduction in force
2. Recall

B. Seniority will accumulate for tenured Association members while assigned administrative duties.

C. Loss of Seniority

Seniority and the employment relationship shall be terminated when a member:

1. Resigns or quits.
2. Is discharged.
3. Retires or is retired.

4. Is laid off for a period of twenty-four (24) months.
5. Fails to report to work at the conclusion of an authorized leave of absence.

The seniority list, by discipline, program, and qualifications will be provided to the Association President no later than February 1 of each year.

3.14 Selection of Association Members

The following procedure is to be observed in the selection of all potential Association members for presentation to the Board for employment:

1. The applicant must submit a cover letter, resume, official transcript, and professional references to the Director of Human Resources.
2. The Director of Human Resources will submit the application materials along with other pertinent papers to the Department Chair, Coordinator or Director concerned.
3. When feasible, the Department Chair or Director with department members, Deans and the Director of Human Resources will interview collectively and recommend to the Vice President of Instruction the hiring of all instructors for the department. In the case of interdisciplinary programs, other appropriate Directors, Chairs or Coordinators may interview prospective new Association members.
4. Initial placement on the salary schedule will be determined collectively by the appropriate Vice President of Instruction and the Director of Human Resources as described in Article 7.07.

3.15 Reductions

Prior to the layoff of any full-time tenured Association member as a result of a reduction in force, the Board shall eliminate, as needed and possible, associate faculty assignments within the department and discipline in which the Association member is competent to maintain full-time status. The Board shall also eliminate all overload assignments of courses to Association members for which the full-time tenured Association member is qualified. However, the Board may retain those associate faculty assignments to courses which unavoidably or customarily run at the same time as other assignments to courses. In determining qualifications of an Association member, the qualifications considered will be those held by the Association member at the time such Association member would be laid off.

Recall

The recall process shall be:

1. Any Association member who is laid off is placed on a recall list for twenty-four (24) months from the beginning of the next academic year for which an Association member was removed as a result of a reduction in force.
2. The Association member shall be recalled based on seniority provided such Association member is qualified for the work and duties required of the position.

3. During the recall period, should associate faculty assignments within the department, discipline, and qualifications from which the Association member is laid off reaches or exceeds a full-time load in aggregate for the next fall/spring semesters, the Association member will be recalled to full time status. If during the twenty-four (24) months recall period, a full-time teaching or academic support position becomes available and the laid off Association member meets all qualifications of the position, the laid off Association member will be recalled to fill that position.
4. The offer will be extended by certified overnight mail with copies to the Association President and the IFT office and will be deemed extended on the date of receipt of the certification. It is the responsibility of the Association member to keep the Office of Human Resources notified of the member's current mailing address and telephone number.
5. Once an offer of recall has been extended, the Association member must accept, in writing, such offer as made within seven (7) calendar days of being extended the offer or the offer will be considered to have been rejected.
6. Association members will be recalled on the basis of the seniority of those then on the recall list at the time the position is being filled. Where a position is declined by an Association member, the member will continue to be offered positions as they arise but will have no right to bump those employed to fill the position.

During the period of recall, no tenure or seniority rights are lost. No further seniority rights are accrued. Upon recall, the faculty member is brought back at full tenure status as of the date of lay-off.

3.16 Posting of Vacancies

The definition of "vacancy" shall be:

1. A position which has been vacated by an Association member
2. A newly formed Association position, created by the Board

Vacancy announcements for regular Association member positions that have been approved by the Board and are to be filled shall be posted in each building where Association members are regularly assigned. Likewise, any salaries or stipends, if known at the time of posting, attached to the position shall be posted in the vacancy announcement. Notice of position vacancies shall be emailed to faculty.

Any Association member who applies for and is found by the College to have equal or superior qualifications to an outside applicant that would otherwise be selected, taking into account all selection considerations, will be given preferential consideration with regard to filling the vacancy. This procedure does not guarantee the Association member the position.

3.17 Selection and Evaluation of Department Chair

Only Association members within the department are eligible to apply for and fill any open (i.e., vacant, unfilled, or otherwise available) Department Chair positions.

A. Procedure for Selection

The procedure for selecting a Department Chair shall be as follows:

1. The Vice President of Instruction shall notify the members of the department of the need to select a Chair. A notice of election shall be posted a minimum of four (4) weeks by March 1st, at each building where Association members are assigned. As appropriate, all salaries, stipends, release time, overload, load-count credits, or other valuable considerations attached to the position shall be posted in the election notice. The members of the department may make written notification of interest in the position to the Office of Human Resources from the first day of the posting until two (2) weeks prior to the election date.
2. At the conclusion of the posted period, the Office of Human Resources will provide a list of those interested in becoming Department Chair. Thereafter, the members of the department will, by secret ballot and majority vote, elect one (1) person from this list and make a recommendation to the Vice President of Instruction. Upon the approval of the Vice President of Instruction, the recommendation for the Department Chair shall be forwarded to the College President or his or her designee, and with the College President's approval, forwarded to the Board. The Board has the final approval on all Department Chair appointments.
3. In the event of a tie vote in any election, within two (2) weeks a second vote shall be taken for Department Chair. The Association President shall appoint an Association member from outside the department to participate in a second secret ballot.
4. If the Association member is unacceptable to Administration, the department will use the same process described above, starting with Step 2, to recommend an additional Association member. If the second nominee is unacceptable, the Vice President of Instruction, in conjunction with the appropriate Dean, shall appoint an Interim Department Chair for a one (1) year term. The process for selecting a Department Chair shall be repeated as if this were the last year of a Department Chair term.

B. Term of Department Chair

Department Chair terms are limited to three (3) academic years and are renewable. The renewal process shall follow the process described above.

C. Responsibilities of Department Chairs

The list of responsibilities of a Department Chair is found in Appendix A. The list of responsibilities shall be posted on all the Association bulletin boards and distributed to all Association members at the beginning of each term.

D. Evaluation of Department Chairs

1. Each Department Chair shall be evaluated after the first year and annually thereafter by the appropriate Dean with input from department members. The appropriate Dean shall conduct the evaluation in a manner to insure the anonymity of the Association member(s) within the department.
2. The appropriate Dean and the Department Chair will discuss the evaluation as part of the Annual Evaluation. Strengths and solutions to problem areas will be discussed.

E. Removal of Department Chair

1. Recall by Members of the Department

The parties recognize that the recall of a Department Chair by department members is an unusual occurrence and that such recall should be based upon extraordinary circumstances. The parties agree, therefore, that the following procedure for the recall of a Department Chair by department members shall not be used until a Department Chair has served at least one (1) academic year from appointment. The procedure shall be:

- a. A petition signed by one-half (1/2) of the full-time members of the department, excluding the Department Chair, stating specific reasons for recalling the Department Chair shall be presented to the appropriate Dean. The Dean shall schedule a meeting in a timely manner to consider the recall petition.
- b. The Dean and an impartial person from the faculty at-large, who shall be elected by members of the department, shall conduct the recall meeting. If deemed necessary by all involved, successor meetings for the same purpose can be held. The Dean and impartial faculty at-large designee shall record the findings made within the meeting(s).
- c. At this meeting(s) a vote by secret ballot will be taken to determine if the Department Chair is to be recalled. If a majority of the department members vote for removal from office, the results of the balloting, with reasons, shall be forwarded to the Vice President of Instruction. The Vice President of Instruction shall determine the recall or continuance within fifteen (15) workdays and so notify the department with reasons. The decision of the Vice President of Instruction shall be final.

2. Removal by Instructional Administration

- a. The Vice President of Instruction, in conjunction with the appropriate Dean, may recommend the removal of any Department Chair for non-performance of duties. The recommendation shall be made to the College President and, upon his or her approval, be forwarded to the Board. The Board has final approval on all Department Chair removals.
- b. Upon removal of a Department Chair, a letter of explanation will be sent to the Association President and the affected Department Chair. An election shall be conducted under provisions in Section A – Procedures for Selection.

3.18 Tenure Review

The decision whether to grant or deny tenure, or extend the probationary period, is a duty of the Board that is discretionary, cannot be delegated, and is exclusively reserved to the Board. Nothing in this section

or this Agreement shall be construed to limit the authority of the Board to terminate the employment of a probationary employee at any time, consistent with law.

In order to assure that the Board has the opportunity to fully consider the qualifications of Association members, consistent with Illinois Public Community College Act, a Tenure Review Committee will be established for each tenure-eligible Association member hired. Hereafter, the Tenure Review Committee will be referred to as the Review Committee and the tenure-eligible Association member as the tenure candidate. This Review Committee will review the professional performance of the tenure candidate and make written recommendations with regard to granting or denying tenure.

Upon initial hire, each tenure candidate will be assigned a Mentor (refer to 3.23) as well as a Review Committee composed of three (3) tenured faculty members, one (1) of which will be the department chair or designee (when chair is not available), and at least one (1) from outside the tenure candidate's department. In all cases whenever possible, at least one (1) Review Committee member will have expertise in the subject content area in which the tenure candidate teaches. With approval of the Vice President of Instruction and the Association Executive Committee, the Review Committee may be reduced to two (2) tenured faculty members, one (1) of which must be the department chair or designee. Review Committee members are appointed by the Vice President of Instruction and the Association Executive Committee. The tenure candidate shall have input concerning the proposed Review Committee members. The Mentor and Review Committee shall be appointed during the first semester of the tenure candidate's employment and shall continue with the tenure candidate through the completion of tenure review. The Mentor is not a member of the Review Committee.

At any time during the tenure review period, additional persons may be added to a Tenure Review Committee. The number of Review Committee members shall be limited to four (4) tenured faculty members. Any TRC member additions must be appointed or approved by the Vice President of Instruction and the Association Executive Committee. Additionally, in the event of a change of department chair during the tenure review period, the new department chair will review information in the tenure candidate's file and become a full participating member of the Review Committee. The Vice President of Instruction and the Association Executive Committee will determine if the retiring department chair will continue as a member of the Review Committee.

Each Review Committee shall select a Chair and all members will follow the procedures as outlined in Appendix B.

All proceedings and subsequent recommendations of each Review Committee shall remain confidential except as necessary in connection with the tenure review process. Following the conclusion of a tenure candidate's fourth consecutive semester of teaching, each Review Committee shall convey its written recommendation to the Vice President of Instruction. (Note: The Review Committee may submit a written recommendation for denial of tenure at any time during the tenure process.) The Vice President of Instruction shall send the recommendation of the Review Committee, along with his or her recommendation and other relevant information, to the College President. The College President shall send the recommendations of the Vice President of Instruction and the Review Committee and make his or her recommendation to the Board.

The Board will act on any tenure recommendation in its sole discretion. Failure of the Review Committee, the Vice President of Instruction, or the College President to make a recommendation or to comply with procedures of this section shall in no way limit the discretion of the Board.

3.19 Titles of Association Members

The titles assigned to Association positions shall be Counselor, Librarian, Instructor, Assistant Professor, Associate Professor, and Professor.

Definitions of Titles

- Counselor shall apply to all counseling positions.
- Librarian shall apply to all librarian positions.
- Instructor shall apply to teaching positions except where the title of Assistant Professor, Associate Professor, or Professor is granted.
- Assistant Professor requires tenure at John Wood Community College (JWCC).

All titles listed below require tenure at John Wood Community College (JWCC), as well as specific stipulations of the titles.

- Associate Professor requires a minimum of seven (7) consecutive years of full-time college-level teaching experience and a bachelor's degree.
- For the Association member who began employment before the 2010-2011 academic year, Professor requires a minimum of ten (10) consecutive years of full-time college-level teaching experience and a master's degree plus fifteen (15) additional graduate hours.
- For the Association member who begins employment in the 2010-2011 academic year and later, Professor requires a minimum of twelve (12) consecutive years of full-time college-level teaching experience and a master's degree plus thirty (30) additional graduate hours.

For faculty moving from Assistant Professor to Associate Professor, four (4) activities from the following list shall be approved by the appropriate Dean and completed within a three (3) consecutive year period, starting after Assistant Professor title has been granted:

1. Presentation in area of expertise to an approved professional group with verification of the activity given to the Office of Human Resources.
2. Attendance at approved conferences or relevant classes with graduate credit. Verification of the activity shall be given to the Office of Human Resources.
3. Satisfactory completion of a mentoring assignment as assigned by appropriate Dean.
4. Pre-approved activities including, but not limited to, publishing in professional journals, pre-publication textbook review, and development and submission of grant application.
5. Leadership position for an approved College committee, community organization, and/or professional organization for one (1) year.

If a person is hired to fill a full time, tenure-track teaching position, and has previous verifiable full-time, college-level teaching experience at another regionally accredited institution, that person's title at JWCC shall be as follows:

1. Until tenure is granted, the title shall be Instructor.
2. When tenure is granted, the Association member's title shall be based on previous college teaching experience and will follow the guidelines outlined above.

To move from one (1) title to another, the Association member shall have the recommendation of the Department Chair, Director or appropriate Dean, Vice President of Instruction and must apply to the President for approval. A title must be held a minimum of three (3) years before advancing to the next title.

Changes in title shall not affect compensation.

3.20 Class Size

The College recognizes the importance of class size in providing the highest quality of educational service and instruction to students. Therefore, the Association member, the Department Chair, Director and Dean, in conjunction with the Vice President of Instruction, should make every effort to maintain a reasonable class size, consistent with the nature of the course offering and the financial resources of the College.

The maximum enrollment target for all classes (i.e., sections of courses) taught in an academic semester shall not exceed the available workstations in the room and safety regulations. The minimum enrollment target for all classes taught in an academic semester shall be ten (10) students per class.

With classes having external mandates on the student-teacher ratio, the external requirement will be followed. Examples of situations having external mandates include, but are not limited to, hospital specialty areas such as intensive care, pediatrics, etc. and truck driver training.

Under-Enrolled Sections

Classes that are to be canceled shall be canceled no later than two (2) days before the beginning of the semester. An Association member shall be notified as soon as possible if there is consideration to cancel a class. No class with less than ten (10) students enrolled shall be continued without the approval of the Vice President of Instruction. Under-enrolled classes that are required for the completion of an approved certificate or Associate Degree program, or that are prerequisites in such a required course-of-study shall be presented at least once a year, preferably at John Wood Community College, regardless of enrollment.

Internships and independent studies shall not be interpreted as under-enrolled courses and shall be offered as needed. With the consent of the Association member who is assigned to teach the class, under-enrolled classes may be combined with a section of another course to which it is closely related academically.

For administrative reasons, even though a class meets minimum enrollment, the Vice President of Instruction or his or her designee retains the right to cancel the class.

3.21 Flexible Load Schedule

By the end of the previous Spring semester, an Association member can pre-plan and schedule a flexible load with written approval of the Vice President of Instruction or his or her designee. A flexible schedule means that an Association member would work less than fifteen (15) credit hours in either semester and more than fifteen (15) credit hours in the other semester. Overload would only be paid for hours in excess of thirty (30) equated credit hours per academic year. (See Article 3.02 Failure of Class to Materialize.)

As an example of flexible load schedule, but not limited to, an Association member can teach seventeen (17) credit hours in the fall term and not be paid overload. In the spring term, the Association member can teach thirteen (13) credit hours. Any load over thirty (30) equated credit hours per academic year will be compensated as overload. Compensation for overload would begin by mid-semester of the spring term.

3.22 Consultation Committee

In order to promote the communication and cooperative problem-solving, the Association and the administration agree to establish a Consultation Committee composed of representatives of the Association selected by the Association, and representatives of administration selected by administration. The Consultation Committee shall meet at mutually agreed upon times with a minimum of once each academic semester to discuss matters of mutual concern. If a successful solution to a pending problem is discussed and all parties agree, adjustments to Agreement language, such as in a memorandum of understanding, may be presented to the Association, the College President, and the Board for ratification during the time span covered by the current Agreement.

3.23 Mentor

Mentor will work with another JWCC employee to provide guidance in such situations as new hires and/or new assignments. Mentors will be compensated according to Article 3.03.

Mentoring assignments will be made by the appropriate Dean with approval of the Vice President of Instruction, after consulting with the Department Chair or members of the department if the department has no Chair.

Mentor During Tenure Review

If it is determined that a mentor is not required/desired, there must be a written waiver approved by the Vice President of Instruction, the Association Executive Committee, and the tenure candidate. This waiver will be placed in the tenure candidate's tenure file. The Mentor is not a member of the Review Committee and should be from outside the department. The Mentor and tenure candidate will follow the procedures as outlined in Appendix B and/or within documents available via the Intranet.

ARTICLE IV

LEAVES

4.01 Use of Leaves

Unless specified otherwise, leaves will be granted in one (1) day or half (1/2) day increments. When less than all required responsibilities are missed, the Association member shall take leave for one-half (1/2) day. When all required responsibilities are missed, a full day of leave must be taken. Required responsibilities include all items listed in Article 3.08 (Workweek Schedule). Unless specified, leave does not accumulate year to year.

4.02 Sick Leave

The nine (9)-month Association member will be granted ten (10) days of sick leave at the beginning of each academic year. The twelve (12)-month Association members will be granted thirteen (13) days of sick leave at the beginning of each academic year. There shall be no limit on the accumulation of sick leave. In the event an Association member uses all sick days in the year, the Association member may apply for emergency sick leave. Upon separation from the College, the Association member will receive SURS credit for accumulated sick days, subject to state law.

Definition

Sick leave is granted for personal illness, quarantine at home, or serious illness in the immediate family or household. In this context “personal illness” may include, but not be limited to, pregnancy. “Immediate family” includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-/brothers-/sisters-in-law, and legal guardians. Sick leave may not be used for death in the family, unless by permission of the Vice President of Instruction appropriate Vice President.

4.03 Sick Leave Bank

A. Purpose

The purpose of the Sick Leave Bank is to provide extended paid sick leave for Association members who have exhausted their individually accumulated sick leave and personal leave due to personal or immediate family catastrophic illness or injury, and/or are unable to return to work. As defined in Section 4.02, “immediate family” includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-/brothers-/sisters-in-law, and legal guardians.

B. Sick Leave Bank Committee

The Sick Leave Bank Committee shall establish regulations and policies of the Sick Leave Bank. The Committee shall consist of three (3) members appointed by the Association President and the Director of Human Resources or his or her designee.

After the Board has considered the policy and procedures, the Association President and the Director of Human Resources will collaborate to establish a permanent Sick Leave Bank Committee. Once established, the new committee will be responsible for reviewing Sick Leave Bank Withdrawal Applications. The committee will also be responsible for a periodic review of the Sick Leave Bank's operational policy and procedures with revisions being made as needed. The committee shall consist of three (3) Association members and the Director of Human Resources (or his or her designee) who will serve until the current Association agreement expires.

C. Membership and Eligibility

Membership in the Sick Leave Bank will be voluntary. In order to become a member (and in turn deposit or withdraw from the Sick Leave Bank), an Association member must complete an Enrollment Form and return it to the Office of Human Resources within the designated time period. (See section E.) To be eligible to become a Sick Leave Bank member, Association members must have five (5) or more sick leave days accumulated. Members who wish to join the Sick Leave Bank must contribute at least one (1) day of his or her sick leave time per calendar year but no more than four (4) days of sick leave time per calendar year. The College will send a report of the total days in the sick leave bank to the Association by August 1st of each year.

D. Ineligibility

Any member of the Sick Leave Bank who receives benefits from the State University Retirement System (SURS) or who is absent due to a work-related injury (which is compensable under the Illinois Worker's Compensation Act) is ineligible for any benefits of the Sick Leave Bank.

E. Enrollment and Contributions

Open enrollment into the Sick Leave Bank will occur every August 1 and remain open for the entire month.

To join or remain a member, Association members must contribute a minimum of one (1) sick leave day per calendar year but no more than four (4) days of sick leave time per calendar year. New members of the Association will be provided an opportunity to enroll at the time of hire. Members who are already enrolled will automatically contribute the same number of days annually when the next open enrollment period occurs, unless the member notifies the Office of Human Resources in writing, prior to September 1, of his or her decision to stop or change the contribution. If a member decides to discontinue his or her contributions, any sick days previously contributed will not be returned.

F. Bank Capacity

When the Sick Leave Bank reaches its five hundred (500)-day limit, automatic annual contributions will be suspended. When the Sick Leave Bank drops below five hundred (500) days, automatic annual contributions will resume. If the Bank falls below eighty (80) days, a special contribution period for members will be allowed in order to replenish the Sick Leave Bank.

G. Other Donations

The Sick Leave Bank will accept donations from (1) a prospective retiree who has notified the College of his or her intent to retire, or (2) an employee who resigns. Prospective retirees and resignations will be allowed to contribute up to five (5) days of their sick leave time upon their last day of employment. Once a member has made such a contribution to the Sick Leave Bank, the contribution is considered irrevocable, and the days will not be returned to the employee for any reason.

H. Application for Withdrawals from the Sick Leave Bank

In order to be eligible to withdraw time from the Sick Leave Bank, a member must complete a Sick Leave Bank Withdrawal Application form. The form, along with all its required documentation, will then be submitted to the Office of Human Resources, which will forward the request to the Sick Leave Bank Committee within three (3) working days. The Committee will then make every effort to meet within seven (7) working days in order review the application and its associated documentation. If the member submitting the application fulfills all the requirements and supplies all documentation indicated on the withdrawal application form, the request will be approved. If the member does not meet all requirements on the form or does not provide all the required information and documentation, the request will be denied. The Office of Human Resources will notify the applicant of the results in writing.

I. Withdrawal Limitations

The maximum number of days that any member may be granted from the Sick Leave Bank will be forty (40) days.

J. Termination of Sick Leave Bank Membership

A member may terminate membership in the Sick Leave Bank at any time by providing a written statement to the Office of Human Resources indicating his or her intent to withdraw. The withdrawal will be effective immediately and no additional sick leave time will be taken from the member's personal sick leave time. Once a member ceases to donate to the Sick Leave Bank (i.e., terminates membership in the Sick Leave Bank), that member is considered "inactive" and forfeits all opportunities to use the Sick Leave Bank.

4.04 Personal Leave

Upon initial employment, each Association member will be granted four (4) days of personal leave per academic year.

Unused days will roll over to personal-to-sick leave, at the end of the academic year.

Personal leave must be used any time an Association member cannot meet his or her contractual obligations due to personal reasons (such as vacation) and cannot, or will not, report for work when required. Members may use available personal leave days without stating the reason for the leave. When the Association member misses contractual obligations because of fulfilling College commitments elsewhere, no type of leave use is required. Any exchange of contractual obligations between Association

members, in lieu of taking personal leave, must be approved by the Vice President of Instruction, in advance of the exchange.

Except in cases of an emergency beyond the Association member's control and which could not have been anticipated, the Association member shall notify the Vice President of Instruction, or his or her designee, at least two (2) full working days prior to taking a personal leave. Notification may be made on the date of absence with the Vice President of Instruction, or his or her designee, provided notification is given in writing by the Association member promptly upon his or her return.

Association members will endeavor to schedule personal leave or assist the Department Chair so as to avoid cancellation of class while the Association member is on personal leave.

4.05 Bereavement

Compensated bereavement leave up to four (4) days per occurrence will be available in the event of the death of the Association member's spouse, child, stepchild, parents, stepparents, children-in-law, siblings, brothers-in-law, sisters-in-law, legal guardians, parent-in-law, grandparents, grandchildren, or foster parents.

Such leave cannot be accumulated and shall not be deducted from the Association member's accumulated sick days. One (1) day of compensated bereavement leave per occurrence will be available in the event of the death of the Association member's aunts, uncles, nieces, and nephews.

4.06 Religious Leave

Absence because of major religious observances shall not result in loss of compensation or loss of personal days. Such observance shall not exceed three (3) days per academic year. The Vice President of Instruction will be notified in writing prior to the first day of class of the relevant semester of any intent to exercise this benefit. Notice shall include name and date of the holiday.

4.07 Family and Medical Leave

Under the "Family and Medical Leave Act of 1993" an uncompensated leave of up to twelve (12) workweeks, during any twelve (12)-month period, may be taken because of a birth of a child and in order to care for the child; because a child was placed with an employee as a result of an adoption or foster care proceeding; because an employee is needed to care for a spouse, son, daughter, or parent who is diagnosed with a serious health condition; or because the employee is diagnosed with a serious health condition and he or she is unable to perform the functions of his or her position.

If an Association member is entitled to paid leave under another provision of this Agreement, the Association member must take the paid leave first. Leave designated as Family Medical Leave will be unpaid leave, up to the available twelve (12) workweeks.

In order to qualify for the “Family and Medical Leave Act of 1993”, an Association member must have been employed at the College for at least twelve (12) months and worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12)-month period. The Association member’s eligibility will be determined from the first day of his or her regular employment.

Under the above circumstances, the College will maintain the Association member’s insurance coverage for the duration of the unpaid leave, not to exceed twelve (12) workweeks, under the College-sponsored group health plan. Dependent coverage is available at the Association member’s expense. Such coverage shall be maintained at the level and under the conditions coverage would have been provided if the Association member had been continuously employed for the duration of the leave. The College may elect to recover the premium it paid for maintaining the insurance coverage if the Association member does not return to work after the leave has expired. Sick leave and vacation leave will not accrue while an employee is on an unpaid leave under this policy.

Upon returning from unpaid Family Medical Leave, the Association member shall retain:

1. The position he or she held when the leave commenced or
2. An equivalent position with equivalent benefits, pay, and other terms and conditions of employment
3. Same level of seniority and tenure rights prior to the unpaid leave.

Example 1: If an Association member has ten (10) years of seniority and takes a one (1)-year paid leave of absence (using sick, personal, and/or vacation time), seniority continues to accrue. When the Association member returns from a one (1)-year paid leave of absence, the Association member will have eleven (11) years of seniority upon returning to work.

Example 2: If an Association member has ten (10) years of seniority and takes a one (1)-year unpaid leave of absence twelve (12) weeks as FMLA and the remainder as unpaid leave not designated as FMLA) seniority does not continue to accrue. When the Association member returns from a one (1)-year unpaid leave of absence, the Association member will have ten (10) years of seniority upon returning to work.

For both Example 1 and Example 2, time periods of less or more than one (1) year will be handled proportionately.

The College President and the Board must approve the leave.

4.08 Military Leave

Association members who are in Armed Forces Reserve or National Guard units who are called up for annual training or special duty shall be granted leave to perform such duties.

An Association member who is drafted or called to active duty in the military service or Coast Guard of the United States shall be granted a leave without pay or fringe benefits for the duration of his or her required military service.

The Association member shall be entitled to return to the position he or she held upon entrance into military service, provided such position still exists, and provided his or her discharge from military service is honorable or satisfactory. The Association member has the option of returning at the beginning of the semester or academic year, following discharge from military service, provided notice of intent to return to College employment is given to the Board sixty (60) calendar days prior to the beginning of the semester or academic year.

Such a leave will not constitute a break in service and will be applicable in calculation of subsequent salary increases and accumulate service credit toward sabbatical leave.

The period of such leave shall not count toward the completion of a term as a probationary Association member.

4.09 Jury Duty

Association members who are summoned to court to perform jury duty or who are subpoenaed to testify in matters in which they have no personal or pecuniary interest shall suffer no loss of compensation. Any compensation received for jury duty shall be kept by the Association member. When an Association member receives notification of jury duty, the Association member shall inform the Vice President of Instruction of the dates of his or her absence. Association members subpoenaed to testify also shall attempt to arrange, in concert with his or her Department Chair, their court appearance to interfere minimally with their regularly assigned duties.

4.10 Discretionary Emergency Leave

Within any given year, all Association members will have available up to forty (40) hours of paid discretionary emergency leave, beyond any other leaves they may have been granted, for emergency use effective on the first day of their employment with the College. Discretionary emergency leave is eligible for sickness of the Association member, spouse, and resident dependents or for other uncommon and unusual circumstance. Since they are unearned, they will not be counted for retirement purposes. Application for discretionary emergency leave shall be forwarded to the Vice President of Instruction.

For any discretionary emergency leave, the following criteria shall be met:

1. All accrued leave time shall be used prior to discretionary emergency leave.
2. All leaves will continue to accrue during discretionary emergency leave.

For discretionary emergency leave due to illness, the following criteria shall be met:

Certification from a physician or certified health care provider that the Association member or family member, as defined herein, is unable to work, shall accompany the application.

4.11 Sabbatical Leave

- A. The Board will consider sabbatical leaves for up to four percent (4%) of eligible, full-time, Association members who shall have appropriately applied for the sabbatical leave. Leaves shall be awarded when, in the judgment of the Vice President of Instruction and concurrence of the Board by its discretion, such leave will clearly add to the effectiveness of the Association member in the performance of his or her responsibilities at the College, and/or clearly accrue to the benefit of the College. The Board will determine the appropriate interim personnel to cover the responsibilities of the person on sabbatical leave. Sabbaticals granted to staff outside the Association will have no impact on sabbaticals granted to Association members.
- B. An Association member is eligible to seek a sabbatical leave for an academic semester or an academic year after having completed six (6) years of consecutive full-time service as an Association member of the College or since his or her last academic semester sabbatical or academic year sabbatical leave. For this purpose, any academic year in which an Association member is absent or on a leave of more than sixty (60) calendar days shall not be considered a year of service.
- C. The Association member shall make application for sabbatical leave in writing to the Vice President of Instruction by October 1 of the preceding fiscal year. Such application shall include all the dates pertinent to such leave.
- D. An Association member's sabbatical leave will begin and end corresponding to the academic session applicable to the employee.
- E. Any sabbatical leave granted for a period of one-half (1/2) of the Association member's annual contract term will be paid at full salary. Sabbatical leaves for an Association member's full annual contractual term will be paid at one-half (1/2) salary.
- F. Return to active service requires twice the period of time taken for the sabbatical leave.
- G. All insurance benefits and SURS shall continue, and sick and personal leaves and movement on the salary schedule, if any, shall accrue during the term of the leave.
- H. As a condition precedent to sabbatical leave, the Association member shall agree to return to the College as a full-time Association member or other employment status agreed to by the Association member and the Board, for twice the period of the sabbatical leave taken, immediately following the conclusion of such leave. An individual who fails to return must repay the College the compensation granted during the leave period according to the following scale:
 - 1. Does not return or returns for less than half (1/2) the committed period – reimburse the Board for one hundred percent (100%) of the sabbatical compensation received
 - 2. Returns for half (1/2) but less than the full committed period – reimburse the Board for fifty percent (50%) of the sabbatical compensation received

The Association member shall execute a promissory note assuring restitution of all compensation due.

4.12 Other Leave

Members of the Association may be granted a leave of absence without compensation not to exceed one (1) year by the Board. The leave, if approved, is subject to those conditions the Board may impose, such as an obligation to return to employment on a specific date. No unpaid discretionary leave shall be granted without receiving a recommendation thereon from the College President. Such leaves may be for health reasons, maternity, professional growth, military duty, or other good cause.

ARTICLE V

GRIEVANCE PROCEDURE

5.01 Formal Grievance Procedure

A grievance is defined as an alleged misinterpretation or misapplication of a specific article or section of this Agreement. Any affected Association member or the Association may present a grievance to the appropriate Dean provided the matter shall have first been discussed informally with such Dean. If all informal action is exhausted, an Association member may file a formal petition of grievance. The grievance shall be in writing and shall 1) describe the alleged violation in detail, 2) cite the specific provision(s) of the Agreement allegedly violated, and 3) indicate the requested remedy. If the Association is not the grievant, a copy of the grievance shall be sent to the Association President by the grievant concurrent with its filing. Except as disclosures are reasonably necessary, the grievance, the grievant and others having knowledge of a grievance are expected to preserve the confidentiality of the grievance. An Association member may withdraw a grievance at any time prior to a decision by the Dean. The withdrawal of a grievance shall not preclude the Vice President of Instruction or College President or their designee, from investigating the claims contained in the grievance or related matters.

As used in this Article, “days” means Monday through Friday, inclusive, except holidays or days on which the College business office is closed.

1. The grievance shall be filed in writing with the appropriate Dean within sixty (60) days of the knowledge of the occurrence of the event giving rise to the grievance or of the date when such event could reasonably have been ascertained or become known to the grievant. The Dean may convene a meeting with the grievant to review the grievance provided such meeting shall be initially scheduled no later than ten (10) days after receipt of the grievance. The Dean shall provide the grievant a written response to the grievance with a copy to the Association President or designee no later than ten (10) days after such meeting, or in the absence of such meeting, no later than ten (10) days after receipt of the grievance. The Dean shall have the discretion to conduct an investigation and request additional facts from any person.
2. If the grievance is not resolved at step 1, the grievant may, within ten (10) days of receipt of the answer, appeal such grievance to the Vice President of Instruction. Such appeal shall be in writing and indicate the reason(s) therefore. The Vice President of Instruction shall respond in the same manner as set forth in step 1, provided that if further investigation is needed, additional time may be allowed if agreed to by both parties.
3. If the grievance is not resolved at step 2, the grievant may, within ten (10) days of receipt of the answer, appeal such grievance to the College President. Such appeal shall be in writing and indicate the reason(s) therefore. The College President shall respond in the same manner as set forth in step 1, provided such response shall not be required earlier than five (5) days after the next regular meeting of the Board.
4. If the Association is not satisfied with the disposition of the grievance at step 3, or other applicable step, the Association may submit the grievance to arbitration by filing a demand for the same with the College President or designee within twenty (20) days of the answer. The arbitrator shall be

selected pursuant to the procedures of the American Arbitration Association, which shall supervise the proceedings in accordance with its practices. Only the Association may submit a grievance to arbitration.

5. Except as provided by law, the parties shall not be permitted to assert in such arbitration proceedings any grounds or to reply on any evidence not previously disclosed to the other party.
6. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement, or grant any relief inconsistent with law.
7. The fees and expenses of the arbitrator shall be shared equally by the Association and the College.

If the grievant and/or the Association shall fail to appeal a grievance to the next step on a timely basis, the grievance shall be deemed withdrawn. If the College fails to answer any grievance within the time stipulated, the grievance shall be deemed denied and the grievance shall move to the next step.

The arbitrator's decision shall be binding, subject to review as provided by law.

5.02 Non-Discrimination

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

5.03 Interruption of Services and Work

No Association member covered by this Agreement shall engage in, authorize, promote, or instigate any strike or refusal to render full and complete services to the Board.

In the event any employee or group of employees, without the authorization of the Association, engage in activity that violates this article, the Association will immediately notify all members of the Association they are to report to work.

ARTICLE VI

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ARTICLE VII

COMPENSATION AND BENEFITS

7.01 Insurance

A. Hospitalization/Medical Insurance

Two (2) group hospitalization/medical insurance programs as adopted by the Board and in compliance with the Affordable Care Act will be made available to full-time Association members and their dependents beginning the first day of the month following the date of hire. Association members shall pay five dollars (\$5.00) per pay period toward the cost of the basic group insurance program. The Board shall pay the remaining cost of the basic group insurance program for full-time Association members and half (1/2) the cost of dependent coverage. Any additional cost of the Premium Plan over the Basic Plan will be borne by the Association member.

B. Term Life Insurance

Term life insurance shall be provided and paid for by the Board for all Association members. The amount of coverage of such term insurance for each Association member shall be two (2) times basic annual salary rounded to the nearest one thousand dollars (\$1,000) to the maximum of fifty thousand dollars (\$50,000). An additional fifteen-thousand-dollar (\$15,000) life insurance policy shall be provided through the Health Insurance policy.

C. Disability Insurance

A group long-term disability insurance program as adopted by the Board is provided at no cost to each full-time Association member. The group long-term disability benefit shall provide a monthly benefit of sixty percent (60%) of the employee's monthly salary to a maximum benefit of five thousand dollars (\$5,000) per month.

D. Right to Change Carriers and Coverage

The group insurance program coverage plans, and carrier will be determined by the Board from time to time. However, the funds allocated to such plans shall not be reduced below the level in effect on the date this Agreement is effective and will be increased by up to ten percent (10%) each fiscal year to maintain current benefit levels. Before the Board makes any material changes in the coverage plans, administration will convene, the Consultation Committee to investigate potential changes to insurance. If there are significant or substantial proposed changes to type of plans offered or levels of coverage, such proposed changes will be negotiated prior to implementation.

7.02 Terms Outside of Academic Year and Overload Compensation

The same compensation rate shall be used for terms outside of academic year and overload assignments. The overload and terms outside of academic year rate will be paid for all full time Association members without regard for the number of semesters previously taught. Open Learning Center instruction will be based on equated credit hours and paid at the same rate per credit hour.

For non-teaching Association members, any additional work over the regular contract load will be considered overload (refer to Salary Scale).

7.03 Professional Development and Tuition Reimbursement

A. Professional Development

Professional development activities include but are not limited to conferences, seminars, and workshops related to the current position or responsibilities of the Association member. The administration will make every effort to communicate opportunities for professional development. However, the Association member is responsible for making the formal, written request to the Department Chair/Director with a copy to the Vice President of Instruction.

Professional development including, but not limited to, sessions provided by the state, local agencies, and the College which may involve no more than travel expenses shall be approved by the Department Chair/Director, appropriate Dean and Vice President of Instruction. The Association member shall work with the Department Chair/Director to properly arrange for coverage of any missed responsibilities.

Attendance at out-of-state conferences, workshops, and seminars will be considered on a case-by-case basis.

B. Tuition Reimbursement

Within the limits specified in this section, Association members will be reimbursed for the cost of tuition and fees for credit courses at accredited institutions of higher education. The reimbursement will be up to two hundred dollars (\$200) per credit hour, up to nine (9) credit hours annually.

Reimbursement will be made only for those undergraduate courses completed with a grade of "C" or better, or for those graduate level courses with a grade of "B" or better. When a course is not graded, a satisfactory completion must be attained.

Requests for tuition reimbursement must be made prior to the start of the course. The Board reserves the right to require reasonable documentation of the payment of tuition and successful completion of the course as outlined above.

7.04 Travel Reimbursement

Business mileage refers to journeys you undertake in the course of your work, with the exception of your regular commute. Travel in excess of eight-mile radius from Association member’s primary work location qualifies for the business mileage rate. The business mileage rate is the IRS rate. Mileage for reimbursement will usually be calculated by using the total “computer generated” miles from the Association member’s home to their destination(s) and back home, minus their normal roundtrip commute miles to their “Primary” work location.

Primary work locations will be determined based on a reasonable expectation of where an Association member will fulfill a substantial portion of their work obligation for the next year as determined by the Vice President of Instruction in collaboration with the Association. Once a primary location has been determined it will not be changed for at least twelve (12) months.

7.05 12 - Month Base Contract

Association members who are currently on a twelve (12)-month contract may elect to continue on their current contract or change to a nine (9)-month contract. Association members who are employed on twelve (12)-month base contracts shall be compensated at the following rate:

1. 1.2 times their placement on the salary schedule
2. Vacation granted during the first year is 11.3 hours per month. In subsequent years, the rate will be 16.8 hours per month to a maximum of three hundred sixty (360) hours (forty-five (45) days).

If the College determines that an Association position needs to change from a twelve (12)-month to a nine (9)-month position, or from a nine (9)-month to a twelve (12)-month position, the Association President, the Vice President of Instruction, and the affected Association member shall discuss the reasons prior to taking such action.

7.06 Compensation for Non-Teaching Responsibilities

A. Faculty Senate Officers and Clubs/Organizations Sponsors

Association members shall receive credit for extra duties required by the College and the Board. Credit shall be given for the following duties:

Activity	Compensation per Semester
Faculty Senate President	Overload Rate x 2.0
Faculty Senate Secretary	Overload Rate x .75
Chair, Senate Committee for Academic Assessment	Overload Rate x 2.0
Chair, Senate Committee for Curriculum	Overload Rate x .75

Chair, Senate Committee for Professional Development/Center for Effective Teaching and Learning	Overload Rate x .75
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Each Advisors/Sponsors for all active current or future student clubs and organizations, will be compensated a minimum of three hundred dollars (\$300.00) by the Student Government Association. Funds for compensation will be from student fees collected when tuition is paid. Compensation for all Advisors/Sponsors will be standardized, and all will receive the same compensation. When all-day trips/conferences are the planned club/organization activity and do not conflict with the required scheduled responsibilities, the Advisor/Sponsor shall be compensated an additional one hundred dollars (\$100.00) per day, for a maximum of two (2) trips/conferences per academic year.

B. Supplemental Assignments (Over fifteen (15) hour credit load per semester)

Supplemental assignments that are beyond the essential functions and duties of employment as an Association member shall be compensated according to the magnitude of the assignment. The Association member may choose to accept or decline the supplemental assignment. Compensation will be given for the following activities, but is not limited to these activities:

ACTIVITY	COMPENSATION AS A STIPEND
Instructional Assessment Activities pre-approved by the Vice President of Instruction	\$20.00 per hour
Substitute Instructor	\$25.00 per contact hour
CPR Instructor	\$20.00 per contact hour

7.07 Movement on the Salary Scale

Movement: Association members will move on the salary schedule according to the following criteria:

1. Vertical or Step Movement

- a. Association members will advance one (1) step for each year of teaching at the College, subject to the approval of the Board upon recommendation of the College President. Any step increase will be dependent upon satisfactory evaluation by the administration using the College evaluation system as outlined in the Agreement.
- b. When an Association member separates from service to the College it will be considered a break in service, and all rights to vertical movement will be forfeited. Should an Association member return to service after a break, placement on the salary schedule will be determined as initial placement. Recognition of years of service will be the responsibility of the College subject to the terms and conditions of this policy and require no action by the Association member.

2. Horizontal or Column Movement

Association members may advance horizontally on the salary schedule for earning credit according to the following criteria:

- a) For Association members without a Master's degree, advancement in column placement may be recognized for each fifteen (15) earned credits. Upon written, pre-approval from the College President or his or her designee, credit may be obtained from the sources below.

An accredited institution's graduate courses in the teaching field or closely related area: one (1) graduate semester hour credit = one (1) earned credit.

Workshops or technical training sessions when graduate credit is given by an accredited institution in the teaching field or closely related area: one (1) graduate semester hour credit = one (1) earned credit.

An accredited institution's undergraduate courses in the teaching field or closely related area: three (3) semester hour credits = two (2) earned credits.

- b) Association members with only a Bachelor's degree will have earned credit applied to the B+15 column only and must earn a Master's degree before further advancement is awarded, and there is no carryover of other earned credits gained prior to the awarding of the Master's degree.

- c) For Association members with a Master's degree, advancement in column placement may be recognized for each fifteen (15) earned credits. Upon written, pre-approval from the College President or his or her designee, credits may be obtained from the sources below.

An accredited institution's graduate courses in the teaching field or closely related area: one (1) graduate semester hour credit = one (1) earned credit

Workshops or technical training sessions when graduate credit is given by an accredited institution in the teaching field or closely related area: one (1) graduate semester hour credit = one (1) earned credit

- d) Association members with a Master's degree must earn credits for advancement after the date of receiving the Master's degree. Credits earned while completing or before completing the Master's degree will not carry over to another column. A second Master's degree will be considered equivalent to thirty (30) earned credits.

- e) Association members must notify the Director of Human Resources in writing that they intend to move forward horizontally no later than June 1 for the next academic year. Association members must document the completion of credits by submission of an official transcript for course work. Horizontal (column) movement on the salary schedule will coincide with the issuance of contracts for each academic year and be recognized in the first pay period of the new year (August 31). Course work must be completed by August 15. Documentation must be received by October 1 by the Director of Human Resources, or the contract of the individual will be re-written accordingly to a lower salary.

- f) Horizontal movement for Workforce, non-transfer faculty (i.e., faculty hired by method #2 below) may utilize pre-approved workshops/certificate programs to move from one column to the next based on the guide referenced in statement #2 below.

3. Initial Placement on Salary Scale

- a) Newly hired faculty will be placed on the salary schedule by one of the following methods:
1. Traditional degree method: Placed in highest degree column and in a row that reflects applicable previous work-related experience (to include teaching and non-teaching experience) but typically not further down than 10-year total experience.
 2. For specialized CTE faculty that do not have advanced degree options, Administration and Association can agree to place faculty member in further column than would typically be possible based on education to allow for hiring. A guide will be maintained in Human Resources to help determine the appropriate column, and any changes to the guide will be discussed with the Association.
 3. The President of the Bargaining Unit will be informed of the initial salary schedule placement of newly hired faculty.
- b) One-Time Change for Workforce Faculty: Current faculty who want to recalculate their placement on the salary schedule by statement 2 above may do so. Those who take advantage of this will be moved to a new degree column and lower experience row so that their new placement does not cause a raise above the raise they would have received by staying in their current column and moving down one year of experience. This may only be done for the Fall of 2022.

7.08 Salary Scale

Each Association member will be allowed to progress to the next appropriate step.

JWCC 2022-2023									
Years	A	B	B+15	M	M+15	M+30	M+45	M+60	PHD
0	30,603	38,357	39,580	40,805	42,029	43,254	44,477	45,703	46,925
1	31,215	39,124	40,373	41,622	42,870	44,118	45,366	46,617	47,863
2	31,839	39,906	41,180	42,454	43,727	45,000	46,273	47,550	48,821
3	32,476	40,704	42,003	43,303	44,602	45,900	47,199	48,500	49,797
4	33,126	41,518	42,844	44,169	45,494	46,819	48,144	49,470	50,792
5	33,788	42,349	43,701	45,053	46,404	47,755	49,106	50,459	51,809
6	34,464	43,196	44,574	45,954	47,332	48,710	50,089	51,469	52,844
7	35,153	44,060	45,466	46,872	48,278	49,685	51,090	52,498	53,902
8	35,857	44,941	46,375	47,811	49,244	50,678	52,112	53,548	54,979
9	36,574	45,840	47,303	48,766	50,229	51,691	53,155	54,619	56,079
10	37,305	46,756	48,248	49,741	51,233	52,725	54,217	55,712	57,201
11	38,051	47,691	49,213	50,737	52,259	53,780	55,301	56,826	58,345
12	38,812	48,646	50,197	51,751	53,304	54,855	56,408	57,962	59,512
13	39,589	49,619	51,201	52,787	54,369	55,953	57,536	59,121	60,702
14	40,380	50,611	52,226	53,842	55,457	57,071	58,687	60,304	61,916
15	41,187	51,624	53,271	54,919	56,566	58,213	59,860	61,510	63,154
16	42,011	52,655	54,335	56,017	57,697	59,377	61,057	62,740	64,417
17	42,852	53,708	55,422	57,137	58,851	60,565	62,279	63,995	65,706
18	43,709	54,783	56,531	58,281	60,029	61,776	63,524	65,275	67,020
19	44,583	55,879	57,661	59,446	61,229	63,011	64,794	66,581	68,361
20	45,474	56,996	58,815	60,635	62,454	64,272	66,091	67,913	69,727
21	46,384	58,136	59,991	61,847	63,703	65,558	67,412	69,270	71,123
22	47,311	59,299	61,191	63,084	64,976	66,869	68,760	70,656	72,545
23	48,258	60,485	62,414	64,346	66,276	68,205	70,136	72,069	73,995
24	49,223	61,694	63,663	65,634	67,601	69,570	71,539	73,510	75,475
25	50,208	62,928	64,936	66,946	68,953	70,961	72,969	74,981	76,984
26	51,212	64,187	66,235	68,285	70,332	72,380	74,429	76,480	78,525
27	52,236	65,470	67,559	69,650	71,739	73,828	75,917	78,010	80,095
28	53,281	66,780	68,911	71,043	73,174	75,304	77,435	79,570	81,697
29	54,347	68,116	70,289	72,464	74,638	76,811	78,984	81,161	83,331
30	55,434	69,479	71,695	73,913	76,131	78,347	80,564	82,785	84,998
31	56,542	70,868	73,129	75,392	77,653	79,914	82,175	84,440	86,697
32	57,673	72,285	74,591	76,900	79,206	81,513	83,818	86,129	88,432
33	58,826	73,730	76,083	78,437	80,790	83,142	85,495	87,851	90,200
34	60,003	75,205	77,605	80,006	82,406	84,806	87,205	89,608	92,004
35	61,203	76,709	79,157	81,606	84,054	86,501	88,949	91,401	93,844
36	62,427	78,243	80,740	83,239	85,736	88,231	90,728	93,229	95,721

TEACHING OVERLOAD RATE = \$1,000.00

NON-TEACHING OVERLOAD RATE = \$30.00

JWCC 2023-2024									
Years	A	B	B+15	M	M+15	M+30	M+45	M+60	PHD
0	31,215	39,124	40,372	41,621	42,869	44,119	45,367	46,617	47,863
1	31,840	39,907	41,180	42,454	43,728	45,000	46,274	47,549	48,820
2	32,476	40,704	42,004	43,303	44,602	45,900	47,199	48,501	49,797
3	33,126	41,519	42,843	44,169	45,494	46,818	48,143	49,470	50,793
4	33,788	42,349	43,701	45,053	46,403	47,755	49,106	50,459	51,808
5	34,464	43,196	44,575	45,954	47,332	48,710	50,088	51,469	52,845
6	35,154	44,060	45,465	46,873	48,278	49,684	51,090	52,498	53,901
7	35,856	44,941	46,375	47,810	49,244	50,678	52,112	53,548	54,980
8	36,574	45,840	47,303	48,767	50,229	51,692	53,154	54,619	56,079
9	37,305	46,757	48,249	49,742	51,234	52,725	54,218	55,711	57,200
10	38,052	47,692	49,213	50,736	52,258	53,780	55,301	56,826	58,345
11	38,812	48,645	50,197	51,752	53,304	54,856	56,407	57,962	59,511
12	39,588	49,619	51,201	52,786	54,370	55,952	57,536	59,122	60,702
13	40,380	50,611	52,225	53,843	55,457	57,072	58,687	60,304	61,916
14	41,187	51,623	53,270	54,919	56,566	58,213	59,860	61,510	63,154
15	42,011	52,656	54,336	56,017	57,697	59,377	61,057	62,740	64,417
16	42,852	53,708	55,422	57,138	58,851	60,565	62,278	63,995	65,705
17	43,709	54,783	56,531	58,280	60,028	61,776	63,524	65,275	67,020
18	44,583	55,879	57,662	59,446	61,229	63,012	64,795	66,581	68,360
19	45,475	56,996	58,814	60,635	62,453	64,272	66,090	67,913	69,728
20	46,384	58,136	59,991	61,848	63,703	65,558	67,413	69,271	71,122
21	47,312	59,299	61,190	63,084	64,977	66,869	68,760	70,655	72,545
22	48,257	60,485	62,415	64,346	66,276	68,206	70,136	72,069	73,995
23	49,223	61,695	63,663	65,633	67,601	69,570	71,539	73,510	75,475
24	50,208	62,928	64,936	66,946	68,953	70,961	72,969	74,981	76,985
25	51,212	64,187	66,235	68,285	70,333	72,380	74,428	76,480	78,524
26	52,236	65,471	67,559	69,650	71,739	73,828	75,918	78,010	80,095
27	53,281	66,780	68,910	71,043	73,174	75,304	77,435	79,570	81,697
28	54,347	68,116	70,290	72,464	74,638	76,811	78,984	81,161	83,330
29	55,433	69,478	71,695	73,914	76,130	78,347	80,564	82,784	84,998
30	56,542	70,868	73,129	75,391	77,653	79,914	82,176	84,440	86,698
31	57,673	72,285	74,592	76,900	79,206	81,512	83,819	86,129	88,431
32	58,826	73,730	76,083	78,438	80,790	83,143	85,495	87,852	90,200
33	60,003	75,205	77,605	80,006	82,406	84,805	87,205	89,608	92,004
34	61,203	76,709	79,157	81,606	84,054	86,502	88,949	91,400	93,844
35	62,427	78,243	80,740	83,238	85,735	88,231	90,728	93,229	95,721
36	63,675	79,808	82,355	84,904	87,450	89,996	92,543	95,094	97,635

TEACHING OVERLOAD RATE = \$1,000.00

NON-TEACHING OVERLOAD RATE = \$30.00

JWCC 2024-2025									
Years	A	B	B+15	M	M+15	M+30	M+45	M+60	PHD
0	31,605	39,613	40,877	42,141	43,405	44,670	45,934	47,200	48,462
1	32,238	40,405	41,695	42,985	44,274	45,563	46,852	48,143	49,431
2	32,882	41,213	42,529	43,845	45,159	46,474	47,789	49,107	50,420
3	33,540	42,037	43,379	44,721	46,062	47,404	48,745	50,088	51,428
4	34,210	42,878	44,247	45,616	46,984	48,352	49,720	51,090	52,456
5	34,895	43,736	45,132	46,528	47,924	49,319	50,715	52,112	53,505
6	35,593	44,611	46,034	47,459	48,882	50,305	51,729	53,154	54,575
7	36,304	45,503	46,955	48,408	49,859	51,312	52,764	54,217	55,667
8	37,031	46,413	47,894	49,376	50,857	52,338	53,818	55,302	56,780
9	37,772	47,341	48,852	50,363	51,874	53,384	54,895	56,408	57,915
10	38,527	48,288	49,828	51,370	52,911	54,452	55,993	57,537	59,074
11	39,298	49,253	50,825	52,399	53,970	55,542	57,112	58,687	60,255
12	40,083	50,239	51,841	53,446	55,049	56,652	58,255	59,861	61,461
13	40,885	51,244	52,878	54,516	56,150	57,785	59,420	61,058	62,690
14	41,702	52,268	53,936	55,605	57,273	58,941	60,609	62,279	63,944
15	42,536	53,314	55,015	56,717	58,418	60,119	61,821	63,525	65,223
16	43,387	54,380	56,115	57,852	59,587	61,322	63,057	64,795	66,527
17	44,255	55,467	57,237	59,008	60,778	62,548	64,318	66,091	67,857
18	45,140	56,577	58,382	60,190	61,995	63,800	65,605	67,413	69,215
19	46,043	57,709	59,550	61,393	63,234	65,075	66,916	68,761	70,599
20	46,963	58,863	60,741	62,621	64,499	66,377	68,255	70,137	72,011
21	47,904	60,040	61,955	63,873	65,789	67,705	69,620	71,539	73,452
22	48,861	61,241	63,195	65,150	67,104	69,059	71,012	72,970	74,920
23	49,838	62,466	64,459	66,453	68,446	70,439	72,433	74,429	76,419
24	50,835	63,715	65,748	67,783	69,815	71,848	73,882	75,918	77,947
25	51,852	64,989	67,063	69,138	71,212	73,285	75,359	77,436	79,506
26	52,889	66,289	68,404	70,521	72,636	74,751	76,867	78,985	81,096
27	53,947	67,614	69,772	71,931	74,088	76,246	78,403	80,565	82,718
28	55,026	68,967	71,168	73,370	75,571	77,771	79,971	82,176	84,372
29	56,126	70,347	72,591	74,838	77,082	79,326	81,571	83,819	86,060
30	57,249	71,754	74,043	76,334	78,624	80,913	83,203	85,496	87,782
31	58,394	73,189	75,524	77,861	80,196	82,531	84,867	87,205	89,537
32	59,561	74,652	77,034	79,419	81,800	84,182	86,563	88,950	91,328
33	60,753	76,145	78,575	81,006	83,436	85,865	88,295	90,728	93,154
34	61,968	77,668	80,147	82,626	85,104	87,583	90,061	92,543	95,018
35	63,207	79,221	81,749	84,279	86,806	89,334	91,862	94,395	96,917
36	64,471	80,806	83,384	85,965	88,543	91,121	93,700	96,282	98,856

TEACHING OVERLOAD RATE = \$1,000.00

NON-TEACHING OVERLOAD RATE = \$30.00

JWCC 2025-2026									
Years	A	B	B+15	M	M+15	M+30	M+45	M+60	PHD
0	31,921	40,009	41,285	42,563	43,839	45,117	46,393	47,672	48,946
1	32,560	40,809	42,112	43,415	44,717	46,018	47,320	48,625	49,925
2	33,211	41,625	42,954	44,283	45,611	46,939	48,267	49,598	50,924
3	33,875	42,458	43,813	45,168	46,523	47,878	49,232	50,589	51,942
4	34,553	43,307	44,689	46,072	47,453	48,836	50,217	51,601	52,980
5	35,244	44,174	45,583	46,994	48,403	49,812	51,222	52,633	54,040
6	35,949	45,057	46,494	47,933	49,371	50,808	52,246	53,686	55,121
7	36,667	45,958	47,424	48,892	50,358	51,825	53,291	54,760	56,224
8	37,401	46,877	48,373	49,870	51,365	52,861	54,357	55,855	57,348
9	38,149	47,815	49,341	50,867	52,393	53,918	55,444	56,972	58,495
10	38,912	48,771	50,327	51,884	53,440	54,996	56,553	58,112	59,665
11	39,691	49,746	51,333	52,923	54,510	56,097	57,683	59,274	60,858
12	40,484	50,742	52,360	53,980	55,600	57,218	58,838	60,459	62,075
13	41,294	51,756	53,407	55,061	56,711	58,363	60,014	61,668	63,316
14	42,119	52,791	54,476	56,161	57,846	59,530	61,215	62,902	64,583
15	42,962	53,847	55,566	57,285	59,003	60,721	62,439	64,160	65,875
16	43,821	54,924	56,676	58,430	60,183	61,935	63,687	65,443	67,192
17	44,698	56,022	57,810	59,599	61,386	63,174	64,962	66,751	68,536
18	45,592	57,143	58,966	60,791	62,614	64,438	66,261	68,087	69,907
19	46,504	58,286	60,145	62,007	63,866	65,726	67,585	69,449	71,305
20	47,433	59,452	61,349	63,247	65,144	67,041	68,938	70,838	72,731
21	48,383	60,640	62,575	64,512	66,447	68,382	70,316	72,254	74,186
22	49,349	61,854	63,827	65,802	67,775	69,749	71,722	73,700	75,670
23	50,336	63,090	65,103	67,118	69,131	71,144	73,157	75,173	77,183
24	51,344	64,352	66,405	68,461	70,513	72,567	74,620	76,677	78,726
25	52,371	65,639	67,733	69,830	71,924	74,018	76,112	78,211	80,301
26	53,418	66,952	69,088	71,226	73,362	75,498	77,635	79,774	81,907
27	54,486	68,291	70,469	72,650	74,829	77,008	79,187	81,370	83,545
28	55,576	69,657	71,880	74,104	76,327	78,548	80,771	82,997	85,216
29	56,688	71,050	73,317	75,586	77,853	80,120	82,386	84,657	86,921
30	57,822	72,471	74,783	77,097	79,410	81,722	84,035	86,351	88,659
31	58,978	73,921	76,279	78,639	80,998	83,356	85,715	88,077	90,432
32	60,157	75,398	77,805	80,213	82,618	85,024	87,429	89,839	92,241
33	61,361	76,906	79,361	81,816	84,271	86,724	89,178	91,636	94,086
34	62,588	78,444	80,948	83,453	85,955	88,459	90,962	93,468	95,968
35	63,840	80,013	82,566	85,121	87,674	90,227	92,780	95,339	97,886
36	65,116	81,614	84,218	86,825	89,429	92,032	94,637	97,245	99,844

TEACHING OVERLOAD RATE = \$1,000.00

NON-TEACHING OVERLOAD RATE = \$30.00

ARTICLE VIII

AMICABLE SEPARATION

8.01 Amicable Separation Program

The Amicable Separation Program is designed to offer Association members the opportunity to leave service to the College earlier than otherwise would be possible.

The Amicable Separation Program is not an entitlement but requires mutual agreement and written consent of both an Association member and the Board.

In order to be eligible for the Amicable Separation Program, the sum of the Association member's total years of service with the College must be at least ten (10) years. An eligible Association member wishing to pursue an amicable separation shall submit an irrevocable, formal request to the Vice President of Instruction.

Electing to secede under the Amicable Separation Program will prohibit any future employment at the College, except on a part-time, temporary basis.

Compensation to Association members using the Amicable Separation Program must be paid during the first July after leaving service.

Compensation package will consist of:

- a) Fifteen thousand dollars (\$15,000) when six (6) months of notice is given to the Board and the individual will leave service at/before the end of the existing contract.
- b) Two hundred dollars (\$200) for each unused leave day over one hundred eighty (180) days.
- c) The total compensation for both (a) and (b) shall not exceed twenty thousand dollars (\$20,000).

Appendix A Job Descriptions

1. Job Description of Department Chair

LOAD

- Equivalent of fifteen (15) credit hours per semester
- Participate as an active member of Chairs and Directors
- Regularly attend Faculty Senate meetings

SUPERVISION

- Plan/conduct/keep records for departmental meetings (minimum of two (2) per semester)
- Plan/conduct/keep records for advisory council meetings (a minimum of three (3) per year)
- Deal with day-to-day issues of students and faculty
- Evaluation of full-time and part-time faculty, as per the bargaining unit agreement
- Supervise a Coordinator when load dictates a need for assistance

CURRICULUM

- Coordinate curriculum development/changes/revisions/updates/etc.
- Assist in approving and securing books/instructional material/equipment for department programs
- Coordinate development/distribution of all program course syllabi
- Coordinate assessment of all department programs in accordance with assessment committee

SCHEDULING

- Coordinate course schedules to meet the needs of the student population
- Ensure that the College catalog is correct
- Assist advisors/counselors when necessary to answer student questions

BUDGET

- Develop and administer the departmental budget

MARKETING

- Assist in the development and implementation of a departmental marketing plan

HIRING

- Identify the need for additional faculty
- Participate in the search for new faculty
- Assist in orientation of new faculty

GENERAL RESPONSIBILITY

- Work with appropriate personnel to assure that department programs are of the highest quality and are operating in accordance with the College Strategic Plan.
- Department Chairs may be requested to perform job-related tasks other than those specifically presented in this description.

The intent of this job description is to provide a representative summary of types of duties and responsibilities that will be required of a department chair and shall not be construed as a declaration of the specific duties and responsibilities of an individual Department Chair.

2. Job Description of Person Assigned Coordinating Duties

LOAD

- Equivalent of 15 credit hours per semester
- Regularly attend Faculty Senate meetings

GENERAL RESPONSIBILITY

- To perform specific duties as assigned to assist the Director/Department Chair

3. Criteria to Determine Release Time for Department Chair/Coordinating Duties

- Number of structured class sections in the department
- Number of lab sections in the department
- Number of OLC/independent study sections in the department
- Number of on-line sections in the department
- Number of students in the department
- Number of total credits generated in the department
- Number of full-time faculty members in the department
- Number of associate faculty members in the department

APPENDIX B TENURE REVIEW PROCEDURES

It is the role of the Tenure Review Committee (“Review Committee”) to provide feedback and guidance to the tenure candidate as he or she progresses through the tenure process.

Initial Review Committee Meeting

Early in the first semester, the Review Committee will meet with the Vice President of Instruction, the appropriate Dean, and the tenure candidate to review the tenure process, including forms, and discuss any required training. The members of the Review Committee will be advised to select one (1) member as Chair. Thereafter, the committee should meet at least once per semester.

Responsibilities of the Chair

The Chair is responsible for the following:

1. Coordinating the tenure review process for the tenure candidate assigned to his or her team.
2. Communicating with the Vice President of Instruction at the conclusion of each semester concerning progress during the tenure candidate’s probationary period, including summative observations and overall performance.
3. Forwarding the Review Committee’s written recommendation regarding the tenure candidate’s tenure approval or denial to the Vice President of Instruction. This should take place following the completion of the tenure candidate’s fourth full consecutive semester of teaching or counseling. In the case of recommendation for denial of tenure, the written recommendation may occur at any time during the process but must be received by the Vice President of Instruction by February 1 of spring semester or September 1 of fall semester.
4. Verifying the attendance/participation of committee members.
5. Keeping minutes of the committee meetings. (Note: the meeting minutes can be disposed of after the tenure process is complete.)

Responsibilities of the Review Committee

The Review Committee will provide feedback and guidance to the tenure candidate concerning instructional performance and classroom/lab management as well as non-teaching responsibilities and other professional duties. This will include the following:

1. Attend Evaluator Training – Prior to any observations, each Review Committee member must complete training in evaluation best practices.
2. Classroom/Online Observation – One (1) summative classroom/online observation will be completed each semester by one (1) Review Committee member. An additional summative classroom/online observation will be completed each semester by one (1) member of Administration. Additional observations for informal feedback purposes are encouraged. Each Review Committee observation will be preceded by a meeting between the tenure candidate and

the observer and followed by a discussion between the tenure candidate and the observer. The summative observation by Administration will be followed by a discussion between the tenure candidate and the observer. The Mentor may attend these meetings if the tenure candidate so desires. The current Classroom and Online Observation Forms will be used, and a copy forwarded to the Committee Chair. A copy may be shared with the Mentor at the request of the tenure candidate. These forms are available on the Intranet.

3. Instructional Lab Observation – If the tenure candidate teaches classes that have a lab component, at least one (1) lab observation must be conducted annually during tenure process. A lab observation will be completed in lieu of a classroom/online observation and the current Classroom Observation Form will be used.

4. Review of Student Evaluations – Periodic review of students' evaluations of classes taught by the tenure candidate will be done.

Note: Counselors are not obligated to teach and therefore may have no student evaluations in his or her personnel file. The Chief Student Services Officer will decide the relevant areas for which feedback and guidance should be provided for counselors.

5. Comprehensive Evaluation – The Review Committee will ensure at the beginning of each semester that all required documents are being placed in the tenure candidate's personnel file.

Note: Deficiencies in these areas (i.e., student evaluations and/or administrative evaluations that are missing from the tenure candidate's file in HR) should be immediately reported to the Director of Human Resources as well as the Vice President of Instruction.

6. The department chair will evaluate and document mandatory non-teaching responsibilities and other required professional duties at least once per year. Information will be shared with the Review Committee and documentation will be placed in the tenure candidate's personnel file.

Timeline Example

If the tenure candidate's tenure track begins in the fall of 2018, the Review Committee's tenure recommendation letter will be submitted after the end of the spring semester of 2020. If the tenure track begins in the fall of 2019, the recommendation letter will be submitted after the end of the spring semester of 2021.

Note: The Review Committee may submit a written recommendation for denial of tenure at any time during the tenure process.

Responsibilities of the Tenure Candidate

The tenure candidate will proactively seek to improve instructional performance and fulfill non-teaching duties by:

1. Early in the first semester, attend introductory meeting with the Review Committee, respective Dean, and the Vice President of Instruction. The tenure candidate may invite the Mentor if he/she wishes.

2. Meet with the Review Committee at least once per semester thereafter. The tenure candidate may invite the Mentor if he/she wishes.
3. Meet with Mentor face-to-face at least two times per semester except in cases of a signed waiver.
4. Attend a pre- and post-observation meeting with the evaluating Review Committee member. The tenure candidate may invite the Mentor if he/she wishes.
5. Write a formal letter of request for tenure – at the end of the 5th semester, the tenure candidate will submit a formal letter to the Vice President of Instruction. This letter should include information pertaining to instructional growth over the tenure period and highlight professional attributes such as campus participation, scholarly activities, and community involvement.

Responsibilities of the Mentor

1. Meet with the tenure candidate face-to-face at least two times per semester to discuss topics relevant to job assignments. Please refer to Mentoring Program Checklist via the Intranet. This checklist will be submitted to the Vice President of Instruction.
2. Inform the Dean of meetings.
3. Be available to the tenure candidate to help guide them through the tenure process and excel in their position.
4. For a complete list of responsibilities, refer to Mentor documents available via the Intranet.

TENURE REVIEW PROGRESS REPORT
For Use by the Tenure Review Committee

Association Member/Tenure Candidate _____

Eligibility Date (end of 4th semester) _____

Review Committee Members:

_____ (Chair)

(1) _____ (2) _____

(3) _____

Committee Responsibilities Check List

1. Observations by a committee member (forms from Intranet)

Semester 1 _____ Semester 2 _____

Semester 3 _____ Semester 4 _____

**2. Review of student evaluations by each member (in Office of Human Resources)
(each committee member initials)**

Semester 1 _____ Semester 2 _____

Semester 3 _____ Semester 4 _____

3. Assurance of administrative observations on file (in Office of Human Resources)

Semester 1 _____ Semester 2 _____

Semester 3 _____ Semester 4 _____

4. Written recommendation regarding approval or denial of tenure candidate for tenure:

Date submitted to Vice President of Instruction _____

Note: Items 2 and 3 under Committee Responsibilities Checklist reflect the Review Committee's overall responsibility to ensure the tenure candidate's file in the Office of Human Resources is appropriately up to date. Periodic review is required, so the time frames listed under these items are only guidelines.

DURATION AND SIGNATURE

This Agreement is a four (4)-year agreement effective July 1, 2022 and ending June 30, 2025 and has been duly executed after ratification or approval by the Association and the Board.

This agreement has been signed as of October 20, 2021

IN WITNESS THEREOF:

**John Wood Community College BARGAINING
UNIT ASSOCIATION, IFT/AFT, AFL-CIO, Local
No. 6086**

By: Ms. Kelly Larson

Association President

By: Ms. Brenda Graff

Association Secretary

Attest: Ms. Brenda Graff

Association Chief Negotiator

**BOARD OF TRUSTEES OF John Wood
Community College, COUNTIES OF ADAMS,
PIKE, CALHOUN, SCHUYLER, BROWN, MORGAN,
SCOTT AND CASS AND STATE OF ILLINOIS**

By: Ms. Diane Ary

Board Chair

By: Mr. Andrew Sprague

Board Secretary

By: Mr. Michael Elbe

President of John Wood Community College

Attest: Mr. Josh Welker

Board Chief Negotiator