

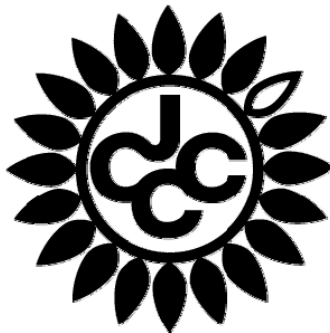
MASTER AGREEMENT

between

**The Johnson County
Community College
Board of Trustees**

and

**The Johnson County
Community College
Faculty Association**



July 1, 2005 – June 30, 2009

TABLE OF CONTENTS

	Page No.
I. PREAMBLE	3
II. RECOGNITION	4
III. MANAGEMENT RIGHTS	5
IV. ASSOCIATION RIGHTS.....	7
V. GRIEVANCE PROCEDURE.....	10
VI. PERSONNEL RECORDS	14
VII. COPYRIGHTS.....	16
VIII. REDUCTION IN FORCE	20
IX. WORKLOAD	22
X. LEAVES	26
XI. SALARIES.....	36
XII. DISTINGUISHED SERVICE	42
XIII. SENIOR SCHOLAR DESIGNATION.....	45
XIV. BENEFITS	47
XV. RETIREMENT	49
XVI. PROFESSOR/COUNSELOR EMERITUS	52
XVII. CALENDAR.....	55
XVIII. SEVERABILITY AND SAVINGS	56
XIX. CLOSURE	57
XX. DURATION.....	58

ADDENDUM 1	Positions in the Bargaining Unit	59
APPENDIX A.1	Instructional Salary Schedules 2005-2006.....	70
APPENDIX A.2	Instructional Salary Schedules 2006-2007.....	71
APPENDIX A.3	Instructional Salary Schedules 2007-2008.....	72
APPENDIX A.4	Instructional Salary Schedules 2008-2009.....	73
APPENDIX A.5	Overload Pay Schedules.....	74
APPENDIX A.6	Summer Pay Schedules	76
APPENDIX B	Instructional Aides Wage Schedule	77
APPENDIX C	Laboratory Specialist Salary Schedules	78

I. PREAMBLE

This Agreement is made and entered into this 19th day of May, 2005, by and between the Johnson County Community College Board of Trustees, hereinafter called the "Board," and the Johnson County Community College Faculty Association, hereinafter called the "Association." The Association is affiliated with the Kansas National Education Association (K-NEA) and the National Education Association (NEA), which groups are not a party to this Agreement.

II. RECOGNITION

1. The Board of Trustees of the Johnson County Community College recognizes the Association as the exclusive representative as that term is used in K.S.A. 72-5413 et seq. of those regular, full-time employees of the college duly appointed to fill the positions set forth in Addendum 1, except as otherwise provided in Section 2 below. Any addition to the list of full-time employees whose job title is Assistant Professor, Associate Professor, Professor, Counselor, Librarian/Assistant Professor, Librarian/Associate Professor, or Librarian/Professor, and which is a full-time, regular position shall be in the unit. All full-time, classified employees shall be excluded except for the positions of Instructional Aide (Fine Arts), and Instructional Aide (Communications Design).
 - A. Those members of the bargaining unit having less than three (3) continuous years of full-time regular responsibilities as teaching faculty or librarian shall hold the rank of Assistant Professor.
 - B. Those members of the bargaining unit having completed between three (3) and ten (10) continuous years of full-time regular responsibilities as teaching faculty or librarian shall hold the rank of Associate Professor.
 - C. Those members of the bargaining unit having completed ten (10) or more continuous years of full-time regular responsibilities as teaching faculty or librarian shall hold the rank of Professor.
2. An employee holding a temporary appointment to a position set forth on Addendum 1 shall not be included in the bargaining unit. An employee holding a regular appointment to a position set forth on Addendum 1 who is temporarily assigned for a period of less than one academic year to a position not in the bargaining unit shall remain in the bargaining unit.
3. The term "instructor" as used in this agreement shall refer collectively to bargaining unit members who hold the title of Assistant Professor, Associate Professor or Professor. The term "librarian" as used in this Agreement shall refer collectively to bargaining unit members who hold the title of Assistant Professor/Librarian, Associate Professor/Librarian, or Professor/Librarian.

III. MANAGEMENT RIGHTS

1. The Board of Trustees on its own behalf and on behalf of the electors of Johnson County, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the state of Kansas and of the United States, including but without limiting the generality of the foregoing, the right:
 - A. to maintain executive management and administrative control of the college and its properties and facilities and the professional activities of its employees as related to the conduct of the college affairs, except as set forth in this Agreement;
 - B. to hire all employees and determine their initial rate of pay subject to the provisions of law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion, and to promote and transfer all such employees;
 - C. to establish grading policies and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
 - D. to decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of instructors and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment, except as set forth in this Agreement; and
 - E. to determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignments of faculty members.
2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and procedures in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the constitution and laws of the state of Kansas and the constitution and laws of the United States.

3. No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty to be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.
4. Nothing contained within this article shall diminish, negate, or abrogate any article or provision of this Agreement.

IV. ASSOCIATION RIGHTS

1. The Association and its duly authorized campus representatives may use college equipment and building facilities at reasonable times when the equipment and building facilities are not otherwise in use and when regular college procedures for using such equipment and building facilities have been followed. The use of reproduction equipment shall be limited to the machine on the second floor of the Library and in the Campus Services Building, and copying done on these machines shall be done by operators designated by the college. The Association shall pay \$.045 per copy. This use of college equipment shall exclude the college's data processing equipment, except for only those microcomputers specifically designated by the college.
2. The Association may post material concerning Association activities on designated bulletin boards in each division office and in the Staff Lounge. No information shall be posted on campus except in these designated spaces. The posted material shall clearly state that it is posted by the Association, and the Association is solely responsible for its contents and all liability regarding such posting and publication thereof.
3. The Association's duly authorized campus representatives shall have the right to reasonable use of the college's internal mail distribution system for Association communications. In addition, these representatives may be provided access to all unit members' mail boxes for distribution of Association communications.
4. Elected representatives of the Association and individual members of the Association shall have the privilege of addressing the Board at that time in the Board's regular and special Board meetings provided for Petitions and Communications on subjects of the Association's or employee's choice, provided that all matters of professional negotiations will be exclusively limited to the bargaining table and any and all complaints by members of the bargaining unit or the Association concerning this Agreement, any interpretation thereof, or misapplication thereof, shall be the subject matter of a grievance and shall not be the subject matter of a petition or communication under the agenda item of Petitions and Communications to the Board. The Association or individuals wishing to address the Board as herein noted shall have provided prior notice to the President of the college concerning the subject matter of the petition or communication so as to allow the inclusion of an agenda item under Petitions and Communications in the Board agenda prepared prior to a meeting of the Board. Upon request, the President of the college will consider such requests to waive

the requirement that prior notice be given in sufficient time to be included as a published agenda item.

5. A copy of the Board agenda will be made available to the President of the Association when it is distributed to administrative staff.
6. Current, non-confidential home addresses and phone numbers of all bargaining unit members shall be made available to the President of the Association or his/her designee upon request, within ten (10) working days from the date of such request. Public documents concerning the operation of the college shall be made available to the President of the Association, upon request.
7. The college agrees to deduct dues for membership in the Association from the salaries of members of the bargaining unit upon the following conditions.
 - A. A member of the unit desiring to have such dues withheld from his/her paycheck must complete a payroll authorization deduction form provided by the college and sign and file same with the college Business Office on or before September 1, November 15, or February 15 of each year. Deductions will be made beginning on the first paycheck after the following September 15, December 1, or March 1 on forms received on or before September 1, November 15, or February 15. No deduction will be made on forms filed after such dates.
 - B. The Association shall, on or before June 15, certify in writing, signed by the President of the Association and filed with the college Business Office, the gross amount of dues for the ensuing year (July 1 to June 30) for a member of the bargaining unit; such gross amount being an annual sum in an equal amount for each member of the bargaining unit. The gross amount to be withheld for a member may not be changed until July 1 of the next year.
 - C. The college shall deduct such annual dues from each paycheck in an equal amount; said equal amount being the annual dues divided by the number of paychecks to be received by the member of the unit during the deduction period established by the college.
 - D. The total of all withholdings will be remitted to the Treasurer of the Association by the college Business Office within fifteen (15) working days from each regular pay period for which deductions are made.

- E. The Association agrees to save the college harmless and indemnify the college from all loss, including reasonable attorney's fees, from any and all actions or claims growing from or arising because of these deductions, including specifically any claim by any member or members of the bargaining unit or anyone with privity to such member or members. The Association shall have full responsibility for the funds so withheld and remitted to the Association, and the college in no way shall be responsible to the Association or any member or members of the bargaining unit concerning any use or expenditure thereof by the Association.
 - F. If a member of the unit has no earnings due or an amount is due for any pay period after all other required or authorized withholdings in an amount less than the Association dues to be withheld for such period, no deduction for such pay period will be made by the college for such member. No catch-up withholdings will be made in subsequent pay periods.
 - G. Each bargaining unit member's payroll deduction authorization filed, as provided in Section 7.A. above, with the Business Office, shall remain in effect during the life of this Master Agreement unless revoked in writing by the bargaining unit member. The member may revoke this authorization by written notice received by the college Business Office; but once revoked, the authorization may not be renewed until the following September 1, November 15, or February 15.
8. In recognition of the team approach to problem solving, the President of the Faculty Association will receive a one-fifth (1/5) reduction in work load assignment each semester. An Association President who is assigned to teach a total number of load hours of 15 or more per semester may, under extraordinary circumstances, petition the President of the college for up to an additional one-fifth (1/5) teaching load reduction if necessary to fulfill the responsibilities of the President of the Faculty Association office. Such responsibilities of the President of the Faculty Association shall include serving on the President's Council, the Educational Affairs Committee, the Student Affairs Committee, and other appointments as may be assigned by the President of the college. The college and the Association will share equally the cost of a replacement faculty member(s).
9. Nothing contained within this Article shall diminish, negate, or abrogate the reservations made and contained in the Management Rights provisions of this Master Agreement.

V. GRIEVANCE PROCEDURE

1. Definitions

- A. A "grievance" shall be defined as an allegation by an individual that he/she has been adversely affected by a violation or misinterpretation of the specific provisions of his/her individual employment contract or the Master Agreement, or as an allegation by the Association that it has been adversely affected by a violation or misinterpretation of the specific provisions of the Association Rights Article of this Master Agreement.
- B. A "working day" is a day in which the administrative offices of the college are open for normal business.
- C. The "immediate supervisor" is the supervisor having immediate jurisdiction over the grievant, or the administrator designated by the college to adjust the grievance.
- D. A "grievant" is an individual member of the bargaining unit who is seeking redress of an alleged grievance, or the Association when seeking redress of an alleged grievance as defined and limited by 1.A. above.

2. Procedures

Grievance shall be processed as follows:

Step 1 (informal). A personal grievance shall be raised by the grievant requesting an informal conference with the grievant's immediate supervisor, as soon as possible but no more than ten (10) working days after it arises. If Step 1 is through the immediate supervisor, the immediate supervisor shall listen to and consider the allegation and may take appropriate steps to address it. If the grievant is dissatisfied with the results of this conference, he/she shall, within eight (8) working days of the conference, so inform the immediate supervisor of this dissatisfaction and file a written grievance on college prepared forms with the contract administrator designated by the college. Receipt of the completed form by the contract administrator within eight (8) working days of the conference with the immediate supervisor shall constitute fulfillment of the requirements of Step 1 and shall constitute a request for Step 2.

Step 2. Upon receipt of the completed grievance complaint form, the Vice President of Instruction shall arrange for an interview of the grievant by him/her or his/her designee to be held within eight (8) working days of the filing of the grievance complaint form. At the interview, the grievant will present the complaint in writing. The Vice President of Instruction may take appropriate steps to address the problem if any is found by the Vice President of Instruction to exist and the complaint is justified; or, if the Vice President of Instruction finds that the grievance is unfounded or unwarranted, the Vice President of Instruction shall so inform the bargaining unit member in writing. The Vice President of Instruction's decision shall be made in writing to the grievant within eight (8) working days after the interview by the Vice President of Instruction or his/her designee's meeting with the bargaining unit member.

Step 3. The grievant may appeal the decision of the Vice President of Instruction to the Executive Vice President of Academic Affairs if the grievant determines that the grievance has not been appropriately resolved. The appeal must be made in writing within eight (8) working days of the Vice President of Instruction's response. Upon receipt of the completed grievance complaint form, the Executive Vice President of Academic Affairs shall arrange for an interview of the grievant by him/her or his/her designee to be held within eight (8) working days of the filing of the grievance complaint form. At the interview, the grievant will present the complaint in writing. The Executive Vice President of Academic Affairs may take appropriate steps to address the problem if any is found by the Executive Vice President of Academic Affairs to exist and the complaint is justified; or, if the Executive Vice President of Academic Affairs finds that the grievance is unfounded or unwarranted, the Executive Vice President of Academic Affairs shall so inform the bargaining unit member in writing. The Executive Vice President of Academic Affairs's decision shall be made in writing to the grievant within eight (8) working days after the interview by the Executive Vice President of Academic Affairs or his/her designee's meeting with the bargaining unit member.

Step 4. The grievant may appeal the decision of the Executive Vice President of Academic Affairs to the President if the grievant determines that the grievance has not been appropriately resolved. The appeal must be made in writing within eight (8) working days of the Executive Vice President of Academic Affairs's response. The President will make a written response to the grievant within eight (8) working days of receipt of the appeal.

Step 5. If the grievant determines that the President's response to the appeal is not satisfactory, the grievant may appeal in writing to the Board of Trustees within eight (8) working days of receipt of the President's response. Such appeal shall be communicated to the Board through its secretary. The Board, at its sole discretion, may elect to review or not to review the grievance. If it elects to review the grievance, it may, in its discretion, review same solely on the basis of the record of the prior proceedings of the grievance or it may call the case before the Board for a full or partial hearing, in which event the grievant shall appear at said hearing and respond to any questions the Board may have in the matter. The Board will notify the grievant of its intention regarding review of the grievance within eight (8) working days after the regularly scheduled Board meeting or after a special meeting called for the purpose of considering the request, following the receipt of the appeal to the Board. The decision of the Board of Trustees in all matters relating to the grievance shall constitute completion of the grievance procedure. The Board will notify the grievant of its decision within thirty (30) calendar days of its hearing or review of the appeal. The Board and grievant may, at their individual discretion and expense, have the right to legal counsel.

3. In the case where an alleged grievance is based upon an action of the Vice President of Instruction, or the Executive Vice President of Academic Affairs, or the designee of one of these individuals, the grievance procedure shall commence at that level and then proceed through the subsequent steps.
4. Except for the notice provisions and all procedures set forth in this Article, strict rules of evidence and requirements of substantive and procedural due process will not apply.
5. The presence of a duly authorized representative of the Faculty Association, as specifically authorized by the grieving bargaining unit member, shall be permitted at Step 2, Step 3, Step 4, and Step 5 of the grievance process outlined in Section 2 of this Article. The Association shall be advised of the results of a grievance taken in Step 2, Step 3, Step 4, and Step 5 unless the bargaining unit member specifically requests confidentiality.
6. Failure by the grievant to process a grievance shall constitute determination of the grievance at the last step to which the grievance was taken.
7. In the absence of a written reply herein being given to the grievant within the time specified, the grievance is considered to be denied and the grievant may submit the grievance to the next level.

8. In an effort to expedite the grievance process, the number of days specified for action in the grievance procedure should be considered a maximum. The time limits specified in Steps 2 through 5 may, however, be extended by the mutual written agreement of the grievant and the representative of the college at each step. Such mutual agreement, however, shall not serve to extend a prescribed time limit by more than a factor of two.
9. All grievances filed shall:
 - A. be filed on college supplied forms;
 - B. be signed by the grievant;
 - C. be specific;
 - D. contain a synopsis of the facts giving rise to the grievance;
 - E. cite the article, section, and page number of that portion of the Agreement allegedly violated;
 - F. contain date of alleged violation; and
 - G. specify relief requested.

If the grievance as filed is not in conformance with these requirements, then the college reserves the right to reject the grievance, and such rejection shall not extend the time limitations herein set forth.

10. All formal communications, notices, and papers related to this grievance procedure shall be in writing and served in person or by United States mail.
11. Nothing in this grievance procedure shall preclude the grievant from pursuing available legal processes to review the merits of the grievance after exhaustion of the grievance procedure described herein.

VI. PERSONNEL RECORDS

1. The official personnel records of each member of the bargaining unit shall be kept in secured files and media by the college Office of Human Resources. Other working files or records may be kept by staff and administration or the Board, but no punitive action or action related to compensation or job status shall be taken based on material other than that contained in the official personnel records. Such actions may be taken, however, by the college upon material included in the personnel records of a member of the bargaining unit prior to any written response under Section 5 and any appeals to the Executive Vice President of Academic Affairs under Sections 6 and 7 of this Article.
2. Upon appropriate request, a member of the bargaining unit shall have access to his/her personnel records, except for confidential documents to which access is privileged such as credentials, peer evaluations, or letters of recommendation. Such access to the non-confidential information shall be granted by the end of the next working day after such request is received.
3. Upon appropriate request, access to official personnel records may be given to college administrative and supervisory staff with a right and need for information contained therein to discharge their official duties. Additionally, such access may be granted to external agencies with appropriate legal authorization. The access log shall be part of the personnel records and shall not be considered confidential.
4. Upon appropriate request approved in writing by the member whose personnel records the Association seeks to have access to, a duly authorized representative of the Association shall have access to the official records of a member of the bargaining unit, except for confidential documents such as credentials, peer evaluations, or letters of recommendation. A request by a representative of the Association shall be considered appropriate if it is submitted on a form prepared by the college Office of Human Resources. This form shall include the name(s) of the duly authorized representative(s), a description of the nature of materials to be made accessible, the dated signature of the bargaining unit member authorizing access, and the period of time for which the authorization for access is granted. Access shall be granted by the end of the next working day after an appropriate request is received.
5. A member of the bargaining unit may file a written response to an item included in his/her personnel records. Such response shall be included in the personnel records.

6. A member of the bargaining unit may request the Office of Human Resources to include relevant materials in his/her official records. In the event the request to include materials is refused, the refusal is appealable directly to the Executive Vice President of Academic Affairs, and the decision shall be final. Written notification from the Executive Vice President of Academic Affairs to the employee shall be included in the official records, and the decision shall not be grievable. Nothing in this paragraph shall abrogate the provisions contained in Paragraph 5 above.
7. A member of the bargaining unit may request in writing to the Office of Human Resources that materials be removed from his/her personnel records. If the request is not honored, the member shall be so notified in writing. In the event the request for removal is refused, the refusal is appealable directly to the Executive Vice President of Academic Affairs, and the decision shall be final. Written notification from the Executive Vice President of Academic Affairs to the employee shall be included in the official records, and the decision shall not be grievable. Nothing in this paragraph shall abrogate the provisions contained in Paragraph 5 above.
8. Grievance records shall be filed in the official personnel records and shall be treated as confidential with privileged access. Grievance records shall be sealed and access shall be granted only upon the written authorization of the Vice President of Human Resources, Executive Vice President of Academic Affairs, or President or his/her designee. Upon appropriate request, the member of the bargaining unit shall have access to his/her grievance records. Upon appropriate request, as defined in Section 4 of this Article, a duly authorized representative of the Association shall have access to grievance records. Such access by the bargaining unit member or the duly authorized representative will be granted by the end of the next working day after appropriate request is received.
9. The Office of Human Resources may require certified transcripts for any course and degree work claimed as a basis for setting compensation or determining qualifications for inclusion in the official records as a condition for employment or release of compensation.
10. Materials placed in a unit member's official records shall not be removed for two (2) years after placement without the knowledge of the member.

VII. COPYRIGHTS

1. Purpose

This Article is intended to protect the interests of a member of the bargaining unit whose originality may yield monetary rewards while at the same time protecting the interests of the college and the community it represents.

2. Definition of Terms

As used in this Article, the following terms have the meaning indicated:

- A. "Inventions" means all devices, discoveries, processes, methods, uses, products, or combinations, whether or not patented or patentable at any time under the Federal Patent Act as now existing or hereafter amended or supplemented.
- B. "Written materials" means all instructional, literary, art, dramatic, and musical materials or works, computer programs, and all other materials, published or unpublished, whether or not copyrighted or copyrightable.
- C. "Recorded materials" means all sound, visual, audiovisual, films or tapes, videotapes, kinescopes, or other recordings or transcriptions, published or unpublished, whether or not copyrighted or copyrightable.
- D. "Materials" means written materials and recorded materials.
- E. "College support" means release time, grant money, equipment, material, that which is developed as part of the bargaining unit member's course of duties, or other non-incident financial or material assistance. The significance of college assistance will be determined by a Copyright and Patent Committee subject to review by the college President or his/her designee and the Board of Trustees.
- F. "Net proceeds" means gross receipts therefrom (including rents, royalties, dividends, earnings, gains, and other sale proceeds) less all costs, expenses, and losses paid or incurred by Johnson County Community College in connection therewith (including all direct costs and expenses, indirect costs and expenses, as allocated and determined by the college and the costs and expenses of obtaining and securing patents or copyrights and all attorney's fees).

G. "Commissioned" means specific projects, works, or products contracted for by the college with an individual or group of individuals for a time specified in the commission contract.

3. Inquiry to the Copyrights and Patents Committee

To ascertain whether any inventions or materials members of the bargaining unit are planning to prepare, preparing, or have prepared, will be considered college supported, as set forth in this policy, a bargaining unit member initiates an inquiry to the college committee on Copyrights and Patents, hereafter called the "Committee" to which inquiry the Committee will respond. The Committee shall be appointed by the President and shall consist of five members: two administrators, two bargaining unit members, and one member selected from the Directors of the Johnson County Community College Foundation. An administrator shall serve as chairman of the Committee and shall moderate at all meetings and shall keep a record of the meetings of the Committee and its decisions.

The burden of responsibility for seeking agreement concerning the ownership of all inventions and materials developed by a bargaining unit member shall be on the bargaining unit member.

4. Ownership and Equity

The following shall be used as a guideline in determining the ownership, use, and distribution of proceeds from inventions and materials as defined in Section 2 above.

A. The Johnson County Community College recognizes that ownership and proceeds resulting from materials and inventions when not commissioned by the college, and the preparation of which were not supported or assisted in any non-incidental way by the college, belong to those who created such materials and inventions.

B. The college further recognizes that materials and inventions may be produced by a bargaining unit member under college support as part of a member's course of duties, release time, grant money, equipment, or other material or financial assistance.

C. The legal title to all materials and inventions as defined in Section 2 above shall be held by Johnson County Community College when developed through college support or when commissioned, subject to the provisions of Sections

4.D. and 5 of this Article; provided, however, materials and inventions produced under grants from the federal government or other agency, public or private, shall be subject to the conditions of the contract or grant with respect to ownership, distribution and use, and other residual rights, including net proceeds; and provided further, ownership to written materials generated as a result of individual initiative, and not as a specific college assignment, and where only incidental use of college facilities or resources are employed should normally reside with the author.

Where feasible, formal statutory copyrights shall be obtained for materials in the name of Johnson County Community College. In the case of patents, all applications shall be accompanied by appropriate assignments to assure ownership in the community college.

- D. If a bargaining unit member requests in writing that the college produce or have produced inventions or materials developed by the bargaining unit member with college support and approval and the college declines to produce or have produced these inventions or materials, the college may transfer its right to the bargaining unit member so that the bargaining unit member may produce or have produced these inventions and materials for sale without reference to the college's name.

5. Distribution of Proceeds

- A. Net proceeds resulting from inventions and materials shall, as between the Johnson County Community College and the bargaining unit member involved, be divided as follows:
 - i. Twenty-five percent of all net proceeds from the sale or licensing of college supported written materials will go to the college and 75 percent will be retained by the originating bargaining unit member.
 - ii. Seventy-five percent of all net proceeds resulting from the sale or licensing of college supported recorded materials and inventions will go to the college and 25 percent will be retained by the originating bargaining unit member.
- B. When the college commissions the development work, the college shall have all rights to the proceeds in inventions and materials, except as otherwise specified in writing in the commission contract.

6. Inventions and Materials Developed by Consulting Work

Inventions and materials made or developed solely in the course of consulting work performed by a bargaining unit member for outside organizations, for which written approval of the President of the college or his/her designee has been obtained, shall not be considered as having been college supported or college commissioned; and all rights to such inventions and materials, other than those involving the non-incidental use of college funds or facilities, shall remain with the individual unless otherwise provided in the President's approval.

7. College Use of Income from Copyright and Invention Proceeds

The college share of income derived from proceeds in any materials and inventions will be used at the discretion of the Board of Trustees.

8. Releases

The bargaining unit member shall be responsible for obtaining appropriate written releases from individuals identified in, or in some manner requested to participate in the creation of college supported materials. Written statements shall also be obtained from appropriate college personnel indicating that to the best of his/her knowledge, any of the materials developed do not infringe on existing copyrights, or other legal rights.

9. Transfer of Rights

The college may at its discretion, assign, transfer, lease, or sell all or part of its legal rights in inventions and materials.

10. Net proceeds derived from the sale of all inventions and materials developed after June 30, 1984, by a member of the bargaining unit to Johnson County Community College students, where purchase by students is required, shall be donated to the Johnson County Community College Foundation.

VIII. REDUCTION IN FORCE

1. The college has the sole discretion to establish, add, delete, or change its employment needs including specifically all positions included within the bargaining unit; provided, however, any wholesale or massive changing of positions by the college, the sole purpose of which is to reduce the bargaining unit, is not authorized under this Section.
2. In the event that a reduction in force becomes necessary, in the sole discretion of the college, members of the unit whose positions are eliminated will be considered for transfer to similar positions in the same or other divisions should there be vacancies at the time the reduction in force takes effect for which the person is qualified and can meet posted job requirements.
3. In the event a reduction in force becomes necessary, members of the bargaining unit in a given discipline area will be reduced on the basis of their qualifications and seniority.
 - A. "Seniority" shall be weighted at 40%; and "qualifications" shall be weighted at 60% and shall be determined one third on the basis of degrees related to the position being eliminated and credit hours related to the position being eliminated, one third on the basis of previous experience related to the position being eliminated, and one third on the basis of evaluations.
 - B. "Seniority" shall be defined as continuous, full-time, uninterrupted employment at the college after completion of an initial probationary period.
 - C. Members of the bargaining unit who are on probation would be released before the reduction in force policy would be applied to members not on probation.
 - D. Evaluations will include administrative, student, and self evaluations.
 - E. Relatedness of degrees and credit hours to the position being eliminated and relatedness of previous experience to the position being eliminated shall be determined by the branch administrator at the time the reduction in force policy is to be applied in the same manner as that used for determination of qualifications for initial placement on the salary schedule as outlined in Article XI, Salaries.

4. Provisions for recall are outlined below.
 - A. A non-probationary member of the bargaining unit who has been laid off according to Section 3 of this Article from a bargaining unit position will, as provided in Section 4.E., be offered recall to the specific bargaining unit position from which he/she was laid off if that specific position becomes available.
 - B. A non-probationary member of the bargaining unit laid off according to Section 3 of this Article from a bargaining unit position will, as provided in Section 4.E., be offered recall to a bargaining unit position with the same job responsibilities and duties from which he/she was laid off and for which he/she is qualified and can meet all posted job requirements, if such a position becomes available.
 - C. In the case that more than one non-probationary members of the bargaining unit are laid off from identical bargaining unit positions at the same time, members will, as provided in Section 4.E., be offered recall in an order determined by the college using the criteria outlined in Section 3 of this Article to comparable bargaining unit positions with the same job responsibilities and duties from which they were laid off and for which he/she is qualified and can meet all posted job requirements, if such a position becomes available.
 - D. Non-probationary members of the bargaining unit who are laid off according to the provisions of Section 3 of this Article will, as provided in Section 4.E., be given first preference in reverse order of layoff for vacancies in other bargaining unit positions for which they are qualified and can meet all posted job requirements.
 - E. The offer for recall by the college and the acceptance of the offer by the bargaining unit member must be made within twenty-two (22) months from the date the bargaining unit member was laid off. Thereafter, the provisions of this Article shall expire as to such member. The effective date for the bargaining unit member to return to the position offered by the college may be up to twenty-four (24) months from the date the bargaining unit member was laid off.
 - F. The college President or his/her designee may grant exceptions to the provisions of Section 4 of this Article if determined to be in the best interest of the college.

IX. WORKLOAD

1. All members of the bargaining unit will normally be expected to work a forty-(40) hour week.

The regular work week for full-time counselors in the Student Services division is forty (40) hours. Five (5) hours of this time is individual development time (IDT).

All full-time instructional staff will provide service to the college by attending and participating in department, division, and college wide meetings and in-service activities and involve themselves in professional development opportunities offered by the college and/or external organizations.

All full-time teaching faculty will maintain a minimum of five (5) conference hours per week on campus and/or on-line at a time convenient to students, or additional conference hours as needed to meet their professional responsibilities to students.

2. If an instructor's total number of load hours falls between 14.5-15.5 per semester or 29.0-31.0 per academic year, such load may be considered equivalent to the norm. Load hours in excess of 30.0 per academic year will be treated as overload with appropriate compensation.

Load hours for twelve (12) month teaching faculty will be 36-38 per twelve months. Load hours in excess of thirty-seven (37) will be treated as overload with appropriate compensation.

AVTS, Health Care, and Allied Health professionals will spend 18-21 contact hours per week in classroom, laboratory, or clinical teaching. Contact load in excess of 21 hours will be treated as overload with appropriate compensation.

3. Load-hours will be determined by assigning the following factors for each weekly contact hour in the specified instructional formats:

A. General Lecture/Discussion/Demonstration	1.00
B. Integrated Lecture/Laboratory and Integrated Lecture/Studio	.75
C. Instructional Laboratory/Studio	.75
D. Open Laboratory/Studio	.50
E. Activity	.50

The following definitions shall be used in determining instructional workload assignments:

- A. **General Lecture/Discussion/Demonstration**--formal presentation of material by instructor, traditional classroom lecture, or lecture/demonstration. The teaching faculty member must be continuously engaged and not simply passive or present for assistance if called upon.
- B. **Integrated Lecture/Laboratory and Integrated Lecture/Studio**--no distinction made to separate lecture and laboratory/studio. The teaching faculty member must be continuously engaged and not simply passive or present for assistance if called upon. Instructor plans and supervises/directs student work. This course load designation precludes granting .75 load credit for this type of lab and a 1.0 load credit for lecture.
- C. **Instructional Laboratory/Studio**--separate laboratory/studio necessary to complete the course. The teaching faculty member plans and supervises/directs student work. The teaching faculty member must be continuously engaged and not simply passive or present for assistance if called upon.
- D. **Open Laboratory/Studio**--students perform tasks as largely self-directed activity. The teaching faculty member is present, monitors student activity, and provides individual instruction/assistance.
- E. **Activity**--students practice explained tasks with overall teaching faculty member supervision.
- F. **Contact Hour**--the actual in-class time per week.

Intensive English writing courses (listed in the Faculty Load Report) will receive a 1.25 load factor for the general lecture/discussion/demonstration instructional format. As an example, a 3.00 credit hour compensation class will earn a 3.75 workload.

One credit hour CPCA, CWEB, and CDTP courses (listed in the Faculty Load Report) will receive a 1.33 workload factor for the general lecture/discussion/demonstration instructional format.

Team teaching occurs in those classes or in coordinated learning communities that are taught by two or more faculty members. Each faculty member is present for all classes and participates in all assignments and in the grading of student work. In team-taught courses the normal load factor will be multiplied by 1.75 for total load and that load will be divided by the number of faculty members team teaching to determine individual load.

Shared teaching occurs in those classes or in linked learning communities when different faculty members are assigned responsibility for preparing and presenting non-overlapping parts of a course or courses. For shared-taught courses where continuous cooperative planning must take place, each faculty member's load factor will be multiplied by 1.25 for a total load and that load will be divided by the number of faculty members team teaching to determine individual load. Workload for teaching situations with multiple faculty that do not meet the above stipulations will be determined by the vice president for Instruction and the appropriate dean.

Internship and apprenticeship load hours for teaching faculty will be calculated in the following manner:

1 – 8 students = one (1) load hour
9- 16 students = two (2) load hours

Directed study (independent study or courses offered by arrangement) with fewer than ten (10) students will not be considered part of the instructional load (see Section XI, paragraph 16 for compensation of these courses).

4. The President or vice president for Instruction may approve a reduced load in any semester so as to prevent the student contact hour load from exceeding twenty-one (21) contact hours per semester.
5. The President or vice president for Instruction may approve a lighter or heavier than average load in a given semester if, in the subsequent semester of the same academic year, it is mutually agreed to adjust the load in an opposite compensating direction.
6. In a year consisting of summer, fall and spring semesters, a teaching faculty member may, with the consent of his or her supervisor, teach a course in the summer semester or an overload course in the fall semester for no compensation and then reduce his or her load by one course in a subsequent semester of that year described above. The reduction must take place in the summer-fall-spring semester year in which it was amassed; it may not be carried over to any semester after the spring of that year. In the case of one (1) credit hour classes, up to three (3) credit hours may be amassed.
7. The President or Executive Vice President of Academic Affairs may grant credit toward the regular teaching load for special assignments which he/she deems to be in the best interest of the college.

8. The President or Executive Vice President of Academic Affairs may grant exceptions to the above workload formulae.
9. Teaching assignments in excess of the normal workload assignments as defined herein will be treated as overload. Overload assignments that result in a workload of more than 21 load hours will require approval by the vice president for Instruction.
10. Teaching faculty and/or teaching faculty/Career Program Facilitators will not be required to act as direct enrolling personnel of the Admissions and Records Office. This is not to state that teaching faculty and/or teaching faculty/Career Program Facilitators will be excused from providing information as required by the Admissions and Records Office from time to time or performing record keeping as from time to time determined necessary by the college.
11. Teaching faculty whose teaching assignments require in excess of three instructional preparations in a semester will be compensated at the rate of \$500 for each preparation in excess of three (3). Any fraction of a preparation will normally be compensated at a prorated rate. Courses taught concurrently will count as one preparation.

A “preparation” is defined as the effort required to prepare for a regularly scheduled three credit hour class that meets with the faculty member present for a minimum of three (3) general lecture/discussion/demonstration hours per week for a full semester, subject to the following qualifications.

- a. Sections of courses that meet for fewer than three (3) hours per week for a full semester may be accumulated to equal one preparation for each combination of three (3) general lecture/discussion/demonstration hours per week, subject to the other qualifications specified herein.
- b. If courses using the same course number require teaching different software packages, each software package will be considered a different preparation.
- c. Sections of different courses that meet at the same time, in the same instructional space, and with the same instructor are not considered separate preparations but rather as a combined preparation that encompasses both courses.
- d. Television courses are credited at one contact hour per week for the purpose of counting the preparation.
- e. Sections of courses taught by arrangement, as directed or independent study, as seminars, practicums or workshops, as cooperation education or internship are not considered as preparations.
- f. Travel for credit courses is not considered as a preparation.

X. LEAVES

1. Vacation Leave

- A. Full-time members of the bargaining unit who are paid on the basis of hours worked shall accrue vacation time as follows: eight (8) straight-time hours per month worked for the first 60 months worked; 10 straight-time hours per month worked for the 61st through the 84th month worked; 12 straight-time hours per month worked for the 85th through the 108th month worked; 13.34 straight-time hours per month worked for the 109th through the 168th month worked; 14.67 straight-time hours per month for the 169th through 228th month worked; and 16 straight-time hours per month worked thereafter.
- B. Full-time members of the bargaining unit who are paid on a salaried basis and are employed on a twelve- (12) month contract shall accrue vacation time on a monthly basis according to the following schedule:

0-9 years	18 days per year worked
10-14 years	20 days per year worked
15-19 years	22 days per year worked
20+ years	24 days per year worked

Members of the bargaining unit who are employed on a nine- (9) or ten- (10) month salaried contractual basis shall not earn or accrue vacation leave.

- C. Vacation shall be accrued on a monthly basis. In determining the accrual of vacation time, the fifteenth (15) day of the month shall be considered the vesting date. An employee beginning on or before the fifteenth (15) day of the month will be granted accrual for that month; and an employee beginning after the fifteenth (15) will not. An employee separating on or after the fifteenth (15) day of the month will be granted accrual for that month; and an employee separating before the fifteenth (15) will not.
- D. Eligible members of the bargaining unit may accrue up to thirty-six (36) vacation days of eight (8) hour working days through the first 9 years of service; thirty-eight (38) vacation days of eight- (8) hour working days from 10 through 14 years of service; forty (40) vacation days of eight- (8) hour working days from 15 through 19 years of service; and forty-two (42) vacation days of eight- (8) hour working days for 20 years of service and over.
- E. Vacation time must be scheduled with the approval of appropriate supervisor according to procedures established by the college and maintained through the Office of Human Resources. Vacation may not be taken in advance of accrual.

- F. Vacation days presently accrued by members of the bargaining unit at the time this agreement is signed shall be valued at the rate of pay when earned and the value of the day so earned shall not change. Use of leave will be on a first-in, first-out basis. A faculty member who has accrued vacation days may draw upon them in the event accruals earned after the signing of this Agreement shall be insufficient to meet approved requested vacation leave.

- G. A separating member of the bargaining unit will be paid for unused vacation time which has been accrued up to but not exceeding the accrual limit. Such compensation shall be in one settlement and shall be paid less the following:
 - i. All local, state, and federal withholding requirements;
 - ii. Overpayment of salary or benefits;
 - iii. Theft losses attributed to separating person; and
 - iv. Failure of separating person to return college property in his or her custody or possession.

2. Holidays

- A. The college will observe no less than eleven (11) fixed eight- (8) hour holidays per fiscal year beginning July 1 and ending June 30.

- B. Full-time members of the bargaining unit will not normally be expected to work on fixed holidays.

- C. Only a full-time member of the bargaining unit paid on the basis of hours worked or employed on a twelve- (12) month contract shall receive holiday pay at the regular straight-time rate to the extent he/she would have been regularly scheduled to work had the holiday not occurred, provided that said faculty employee works the scheduled shift immediately preceding and following this holiday. Other approved leaves, if occurring immediately before or after the holiday, shall be considered as time worked for the purpose of interpreting this policy.

- D. In those cases when a member of the bargaining unit is required to work on a fixed holiday, the college shall either designate an alternate day as a paid holiday or pay the employee double time for the holiday time worked instead of granting time off at straight-time pay.

E. In addition to fixed holidays, each member of the bargaining unit who is employed on a twelve- (12) month contract or is paid on the basis of hours worked will be granted three (3) paid eight- (8) hour floating holidays per year. The college may designate these floating holidays for any or all employees on a year-to-year basis. Members of the bargaining unit who are employed on a nine- (9) or ten- (10) month salaried or contractual basis shall not be granted floating holidays.

3. Personal Day

All members of the bargaining unit shall receive two (2) personal days of eight (8) hours. Members of the bargaining unit may take their personal day as a full eight- (8) hour day or as two (2) four- (4) hour half days. A personal day may not be scheduled during professional development (also known as in-service) time or graduation day. These days must be scheduled with the immediate supervisor on forms provided by the college. Personal days must be taken in the regular contract work year in which they are granted. Separating employees shall not be reimbursed for personal days not taken.

4. Personal Illness/Sick Leave

A. Sick leave may be taken only to the extent that it is actually accrued. Sick leave may be used only for personal illness/disability except where otherwise specifically provided elsewhere in this Agreement.

B. A member of the bargaining unit may not use sick leave for any time for which a claim is made under college income protection program(s). A member of the bargaining unit shall not be compensated for unused, accrued sick leave.

C. Each member of the bargaining unit shall receive one (1) sick day of eight (8) straight-time hours per month worked. Sick leave may be taken in eight- (8) hour increments for a full day absence from the college and in four- (4) hour increments for a partial day absence from the college.

D. A certificate from an employee's doctor may be requested, at the discretion of the principal administrator of the Office of Human Resources, to verify an illness or to ensure that the employee has sufficiently recovered to return to work. The college reserves the right to designate and seek the advice of a doctor of its own choosing to verify the same. In the event that the college exercises this right, it shall pay for the designated consultation.

- E. Long-term leaves of absence due to illness, which shall be defined as 180 calendar days or more shall not be considered as service time, but shall not be considered a break in service as long as the person is on sick leave, disability pay, or a leave under any other section of this Agreement.
- F. Upon completion of ten (10) years of full-time continuous service, a bargaining unit member who has a sick leave bank of one hundred (100) days or more may opt to convert three (3) days of sick leave time to one (1) day of personal leave, for a maximum of one (1) additional personal day per year.

Upon completion of fifteen (15) years or more of full-time continuous service, a bargaining unit member may convert three (3) days of sick leave to one (1) day of personal leave, for a maximum of two (2) additional personal days per year.

A minimum of one hundred (100) days must be in the individual bargaining unit member's sick leave bank at the time the request for conversion is made.

5. Bereavement or Critical Illness of Family Members

- A. In the case of death(s) in the "immediate family" of a member of the bargaining unit, up to five (5) days leave of eight (8) hours each per bereavement without loss of pay may be approved by the appropriate immediate supervisor.
- B. An employee may be granted the privilege of using up to five (5) days per year of his/her sick leave for absence due to illness in his/her "immediate family," for attending funerals for those outside of the immediate family, or for religious observations.
- C. "Immediate family," for the purpose of this Section of this Article, will be interpreted to mean the spouse, child, father, father-in-law, mother, mother-in-law, grandparent, sister, brother, sister-in-law, brother-in-law, grandchild, daughter-in-law, son-in-law, or other person who occupies such position within the family, or a person living in the same household.
- D. Leave, under this Section 5, is at the discretion of the President or his/her designee and does not accrue.

6. Childbirth Leave

- A. A leave of absence shall be granted for maternity purposes. Such leave for childbirth shall be treated as a temporary disability. The employee may elect to utilize her accumulated sick leave during her period of disability. Sick leave will be paid only for the time period in which a physician certifies the employee to be disabled, and only to the extent of the number of days accrued. The employee shall also have the privilege of taking any accrued vacation leave.
- B. Childbirth leave shall otherwise be without pay except to the extent provided by sick leave and/or vacation leave, and salary protection benefits.
- C. Childbirth leave in excess of 180 calendar days shall not be considered as service time, but shall not be considered a break in service.

7. Child Rearing Leave

- A. A member of the bargaining unit may be granted a child rearing leave of absence without pay to rear a newborn child or an adopted child under the age of three (3) years, not to exceed one (1) year. The granting of such is at the discretion of the President or his/her designee.
- B. Such child rearing leave may be extended up to one (1) additional year at the discretion of the Board of Trustees, provided that written request is made for such extension at least sixty (60) days prior to the end of the initial leave period.
- C. At the end of a child rearing leave of absence, the employee will be considered for return to employment at the college upon availability of a position. The work assigned may be either in the area he/she left or in a related area for which he/she is considered qualified by the college administration. Employment and the work assignment will be at college discretion.
- D. In order to be eligible for consideration for a child rearing leave of absence, an employee who desires such leave shall notify his/her immediate supervisor in writing with a copy to the Office of Human Resources as soon as he/she has knowledge of an intent to apply for a child rearing leave, but at least sixty (60) days before such leave is proposed.
- E. A member of the bargaining unit who postpones or delays requesting a child rearing leave in order to first obtain sick leave benefits shall not be eligible for

consideration of a child rearing leave of absence.

- F. A child rearing leave of absence for teaching faculty shall end at the beginning of a fall or spring term or summer session. An approved child rearing leave of absence for a non-teaching member of the bargaining unit shall end at the date designated in the leave, provided 1) it ends within one calendar year from the date the leave commenced and 2) the said employee gives his/her immediate supervisor at least sixty (60) days written notice in advance of his/her proposed return.
- G. Absence on child rearing leave shall not be considered a break in service if less than one year but the period of the leave shall not be considered as service time at the college.

8. Jury Duty and Subpoena

- A. A member of the bargaining unit who is summoned to court to perform jury duty, or who is subpoenaed to appear in matters in which he/she has no personal or pecuniary interest shall suffer no loss of salary/wages thereby, provided that the employee remits to the college any sums of money received in compensation in excess of what the college administration determines are reasonable expenses for such duty or attendance; and further provided that notice is given to the immediate supervisor of the dates of absence upon receipt of a summons or subpoena.
- B. A subpoenaed member of the bargaining unit shall attempt to arrange the court appearance to interfere minimally with regularly assigned duties.

9. Military and National Service Leave

- A. A member of the bargaining unit who leaves his/her position for extended compulsory active duty in the military service of the United States during a state of war or national emergency, or for periods of required military training, shall be granted a military leave without pay for the duration of his/her commitment in accordance with the terms of applicable laws. The employee shall be permitted, upon request, to use during such period of service any vacation or personal leave with pay as he or she may have accrued before the commencement of such service.

B. Reemployment of Returning Veteran

- i. Such employee shall be entitled to return to his/her original position or

another position for which the college considers him/her qualified at the first available opportunity.

- ii. A returning veteran will be reemployed at the same rate of pay he/she would have received had employment been uninterrupted. Military service shall not be considered a break in service and shall be counted toward seniority at the college. If an employee has not completed any required probationary period at the time of being called into active service, such employee shall be required to complete it upon return.

C. Extension of Military and National Service

The Board of Trustees reserves the right to deny extension of leave to those remaining in military service beyond the obligatory period.

10. Inclement Weather Days

A member of the bargaining unit who does not report for work due to inclement weather conditions will have the privilege of charging such leave of absence to a personal day or vacation leave, if such days have not been used previously. If used previously, the member not so reporting to duty will be reduced in pay for such day or days.

11. Extraordinary Leave

- A. The President or his/her designee may grant a leave of absence with or without pay not to exceed ten (10) working days upon the request of a member of the bargaining unit.
- B. Upon the request of a member of the bargaining unit, the President or his/her designee may recommend a leave of absence with or without pay, not to exceed one (1) year, for approval by the Board of Trustees. The terms and conditions of such leave shall be stated in writing.

12. Sabbatical Leave

A. Purpose

A sabbatical leave may be granted for any activity which, in the judgment of the Board, will contribute to personal and professional growth. It will be the responsibility of the bargaining unit member to demonstrate clearly how a particular work, study, or travel plan will accomplish this objective. The

proposal will be set forth in writing on such forms as the administration shall from time to time determine.

B. Definition of Terms

- i. A "salaried bargaining unit member" means an employee of the college whose position is in the bargaining unit covered by this agreement and who is paid on the basis of a nine- (9) or ten (10) month contract or a full-time contract or is not paid on an hourly basis.
- ii. "Six years of continuous full-time employment" as used in this Sabbatical Leave Policy means six (6) continuous years of employment by an eligible bargaining unit member completing his/her nine- (9) month, ten- (10) month, or twelve- (12) month contract, without interruption, except as hereinafter defined or otherwise specified in the contract. To be eligible for consideration of a sabbatical leave, an eligible bargaining unit member must have completed the six- (6) year period as defined herein on or before the commencement of the requested sabbatical leave. An approved, uncompensated long-term leave (of more than one month) shall not be counted towards the six (6) years required for sabbatical leave eligibility.

C. Eligibility

- i. The Board may grant sabbatical leave in their sole discretion to eligible salaried bargaining unit members.
- ii. During the sixth year of service, or any later year, an eligible bargaining unit member is entitled to apply for sabbatical leave.
- iii. Sabbatical leave is non-cumulative; as an example thereof, an eligible bargaining unit member who has twelve (12) uninterrupted continuous full-time years of employment with the college will not be entitled to two sabbatical leaves.
- iv. A person who has received a sabbatical leave shall not be eligible to begin another sabbatical leave until he/she has completed six (6) years of continuous full-time service as herein defined.

D. Conditions

- i. A plan for the period of the leave shall accompany the request for leave which shall be in writing and directed to the President for his/her consideration and that of the Board. Sabbatical leaves are granted at the regular salary for one-half the contract work year of the bargaining unit member less the number of earned vacation days during that period or one-half salary for the full contract work year of the bargaining unit member less the number of earned vacation days during that period. Any days in excess of the number of working days in a regular semester shall be specified in the approved sabbatical plan. Regular salary is defined as the salary being paid at the time the leave begins or salary that would have been received if the bargaining unit member were assigned regular duties at that time. In the event the period covered by the sabbatical leave spans more than one fiscal year, a bargaining unit member will be eligible for consideration for any Board approved salary adjustments upon return from sabbatical.
- ii. Life insurance, health and dental insurance, disability insurance, and tax sheltered annuities shall continue during the sabbatical leave on the basis of the regular base salary to the extent permitted by the applicable insurance carrier and as provided by the college for members of the bargaining unit; however, other benefits and all provisions of this Agreement relating to any other leave shall not apply.
- iii. Failure to meet the terms and conditions imposed in the sabbatical leave will obligate the person to reimburse the college for salary and fringe benefits paid on the employee during the leave. Such reimbursement shall be made within thirty (30) days from notice of the President or his/her designee for repayment.
- iv. A bargaining unit member receiving a sabbatical leave is required to return to Johnson County Community College for a period of one contract year following the sabbatical leave. Failure to do so could mandate that the bargaining unit member reimburse the college for salary paid to the employee and fringe benefits paid on the employee's behalf.
- v. A full written report by the employee on sabbatical leave regarding the use of the sabbatical leave is to be presented to the appropriate Vice President for approval and President or his/her designee for approval. The date of said report to be as fixed and determined by the sabbatical leave conditions as they are individually set with each member.

- vi. The bargaining unit member will take the leave the year it is granted. The college may, at its discretion, however, offer to grant the requested sabbatical at a time more convenient to the college.
- vii. In those cases where a bargaining unit member applies for and receives a sabbatical leave and is employed for work approved by the college, the payment from college funds (even though entitled to sabbatical leave conditions of regular or half salary) shall be no more than the difference between bargaining unit member's college salary and the salary received during the outside employment, provided, however, in the event the employee shall receive payment compensation from the outside employer in an amount the same as or more than his/her college contract, no salary will be paid by the college.

E. Number of Bargaining Unit Members on Sabbatical Leave

The number of eligible bargaining unit members released each year for sabbatical leave will be determined annually by the President or his/her designee as approved by the Board, not to exceed eighteen (18) sabbatical leaves each year.

XI. SALARIES

1. Full-time regular Instructors, Instructor/Career Program Facilitators, Counselors, and Librarians, shall be paid on the basis of the Instructional Salary Schedules reflecting relevant education, the number of months employed during the college's fiscal year, and other criteria that might be determined by the college.
2. For each bargaining unit member hired during the life of this contract, a base salary will be established as follows:
 - A. Using the educational and other criteria specified in Section 4 of this Article and elsewhere in the contract, a column base will be established. For members hired during 2005-2006, this will be the 2005-2006 column base (Appendix A.1.). For those hired during 2006-2007, this will be the 2006-2007 column base (Appendix A.2.). For those hired during 2007-2008, this will be the 2007-2008 column base (Appendix A.3.). For those hired during 2008-2009, this will be the 2008-2009 column base (Appendix A.4.).
 - B. To this column base shall be added an amount computed by multiplying the bargaining unit member's total years of relevant experience, as determined in Section 3 of this Article by \$928 for 2005-2006, by \$955 for 2006-2007, by \$980 for 2007-2008, by \$980 for 2007-2008, and by \$1,000 for 2008-2009. The sum of this calculation and the appropriate column base will be the base salary paid to the bargaining unit member during that year.
3. Years of relevant experience shall be calculated as follows:
 - A. One year for each year of full-time work as a college faculty member, counselor, administrator, or librarian.
 - B. One year for every two years of full-time work as an elementary or secondary school teacher, counselor, administrator, or librarian.
 - C. One year for every two years of full-time work in internships that are part of relevant graduate degree programs but which are not assistantships or fellowships.
 - D. One year for each year of full-time, relevant, non-academic work. The President of the College or his or her designee will determine the relevance of non-academic degree work and how such experience will be recognized for the purpose of salary determination.

- E. In computing relevant experience for initial salary placement, a bargaining unit member will be credited with up to a maximum of 15 years' experience.
4. The job-related qualifications of any member of the bargaining unit hired on or after the beginning date of this contract, whose position qualifies for placement on the Instructional Salary Schedules will be considered by the President or his/her designee when determining the initial salary. The following guidelines will be considered when determining placement on the Instructional Salary Schedules.
- A. Ordinarily, a member of the bargaining unit paid on the basis of the Instructional Salary Schedules will not earn less than the minimum of the range for which he/she might qualify nor more than the maximum of the range for which he/she might qualify. An individual's salary may be outside the salary range for that individual's degree/contract length.
 - B. A certified transcript showing the degree conferred must be supplied to the Office of Human Resources by the bargaining unit member for the degree to be considered for initial salary determination purposes. As determined by the President or his/her designee, the degree must be relevant to the discipline area to which the member of the Instructional Salary Schedule is assigned and must be from an institution which is fully accredited by the regional accrediting association for the region in which the institution is located.
 - i. The salary range designated "Bachelor" requires a bachelor's degree.
 - ii. The salary range designated "Master" requires a master's degree. Also included is the S.T.L. degree.
 - iii. The salary range designated "Specialist" requires an Ed.S., D.D.S., J.D., or 30 graduate hours earned beyond a Master degree determined by the President or his/her designee as relevant to the teaching area.
 - iv. The salary range designated "Doctorate" requires a Ph.D., Ed.D., L.L.M., D.A., D.N.S., M.D.S., or D.B.A.
 - v. Individuals without at least a Bachelor degree will be placed in the salary range for a Bachelor degree, but will be subject to a minimum base salary that is \$1,000.00 lower than the corresponding minimum for a Bachelor degree.
 - C. The President or his/her designee may, in an unusual situation, as determined by the President or his/her designee, place an individual at a higher salary.

5. Effective July 1, 2005, the 2005-2006 base salary of each member of the bargaining unit employed in 2004-2005 and paid on the basis of the Instructional Salary Schedules will be calculated as follows:
 - A. The total dollars available which may be used to increase the bargaining unit member's salary and/or flex benefit formula for 2005-2006 will be equal to 4.1% of total compensation. Total compensation is defined as the sum of the bargaining unit members' annual base salaries and the flex benefit dollars attributed to those salaries.
 - B. The Instructional Salary Schedules for 2005-2006 will be established by increasing the column base rates from the Instructional Salary Schedule for 2004-2005 equally for all degree and contact length columns. This will establish Appendix A.1. The flex benefit formula for each unit member will be increased by a minimum of \$69 per month, to \$967. The cost of this increase will be included in the overall increase provided to each unit member.
6. Effective July 1, 2006, the 2006-2007 base salary of each member of the bargaining unit employed in 2005-2006 and paid on the basis of the Instructional Salary Schedules will be calculated as follows:
 - A. The total dollars available which may be used to increase the bargaining unit member's salary and/or flex benefit formula for 2006-2007 will be equal to 4.69% of total compensation. Total compensation is defined as the sum of the bargaining unit members' annual base salaries and the flex benefit dollars attributed to those salaries.
 - B. The Instructional Salary Schedules for 2006-2007 will be established by increasing the column base rates in Appendix A.1 equally for all degree and contract length columns. This will establish Appendix A.2. The flex benefit formula for each unit member will be increased by a minimum of \$50 per month, to \$1017. The cost of this increase will be included in the overall increase provided to each unit member.
7. If the Master Agreement is extended for the 2007-2008 academic year, the bargaining unit member's 2007-2008 base salary will be determined according to similar methodology used to calculate 2005-2006 and 2006-2007 salaries in paragraphs 5 and 6 above and in accordance with the following parameters.

The total dollars available which may be used to increase the bargaining unit member's salary and/or flex formula for 2007-2008 will be equal to 4.74% of total

compensation. Total compensation is defined as the sum of the bargaining unit members' annual base salaries and the flex benefit dollars attributed to those salaries. If increased, the Instructional Salary Schedules for 2007-2008 will be established by increasing the column base rates in Appendix A.2 equally for all degree and contract length columns. This will establish Appendix A.3. The flex benefit formula for each unit member will be increased by a minimum of \$68 per month, to \$1,085. The cost of this increase will be included in the overall increase provided to each unit member.

8. If the Master Agreement is extended for the 2008-2009 academic year, the bargaining unit member's 2008-2009 base salary will be determined according to similar methodology used to calculate the salaries in paragraphs 5,6, and 7 above and in accordance with the following parameters.

The total dollars available which may be used to increase the bargaining unit member's salary and/or flex formula for 2008-2009 will be equal to 5.2% of total compensation. Total compensation is defined as the sum of the bargaining unit members' annual base salaries and the flex benefit dollars attributed to those salaries. If increased, the Instructional Salary Schedules for 2008-2009 will be established by increasing the column base rates in Appendix A.3 equally for all degree and contract length columns. This will establish Appendix A.4. The flex benefit formula for each unit member will be increased by a minimum of \$104 per month, to \$1,189. The cost of this increase will be included in the overall increase provided to each unit member.

9. The base salary of a member of the bargaining unit paid on the basis of the Instructional Salary Schedules set forth in Appendixes A.1. and A.2. of this Agreement, and to be determined for Appendixes A.3 and A.4, shall not be raised above the established maximum for the appropriate range.
10. A bargaining unit member paid on the basis of the Instructional Salary Schedules and anticipating the completion of an advanced degree that might qualify him/her for consideration for placement on a higher salary range must send the President or his/her designee a written request for placement at such higher range at least six (6) months in advance of receipt of the degree for the degree to be considered for application toward a possible salary adjustment. Approval by the President or his/her designee will not be automatic, but will be based on an assessment of the relevance and value of the degree to the member's job assignment. A certified transcript for any such degree conferred must be supplied to the Office of Human Resources by the unit member. The degree must be from an institution which is fully accredited by the regional accrediting association for the region in which the institution is located.

11. The college retains the right, among others, to review and adjust individual degree and experience qualifications claimed for salary purposes by members of the bargaining unit. Changes in placement to a higher salary range will only occur the first of the semester following completion of the degree.
12. A member of the bargaining unit who is paid on the basis of the Instructional Salary Schedule who earns an advanced degree awarded during the life of this Agreement qualifies for placement on a higher salary range subject to the provisions of Sections 11 and 12 above. The salary adjustment paid for the advanced degree earned will be an amount equal to the difference between the column base amounts for the previous degree held and the new degree earned.
 - i. Members of the bargaining unit, including those paid on the Instructional Salary Schedule, will not receive a salary adjustment for completion of a degree that is a minimum requirement for the position they hold.
 - ii. Members of the bargaining unit not paid on the Instructional Salary Schedule who are awarded a master's degree (as defined in Section 4.B.ii. of this Article) will receive an adjustment of \$1,000.00 to base salary.
 - iii. Members of the bargaining unit not paid on the Instructional Salary Schedule who complete a specialist degree (as defined in Section 4.B.iii of this Article) will receive an adjustment of \$1,250.00 to base salary.
 - iv. Members of the bargaining unit not paid on the Instructional Salary Schedule who complete a doctorate (as defined in Section 4.B.iv. of this Article) will receive an adjustment of \$1,500.00 to base salary.
13. A person starting employment after the commencement of regular nine- (9), ten- (10), or twelve- (12) month contract periods shall be paid on a prorated basis, reflecting the number of working days remaining in the fiscal year.
14. Members of the bargaining unit who teach credit courses as overload (not taught during the summer) in addition to their full-time, yearly contract will be paid per credit hour in accordance with the salary schedules in Appendix A.5. The college shall review overload pay annually and such overload pay will not normally be less per credit hour than similar pay for positions which are not part of the bargaining unit. The President or his/her designee may determine an amount that is an exception to the amount specified in this appendix.
15. Members of the bargaining unit who teach credit courses during summer school in

addition to their full-time, yearly contract will be paid per credit hour in accordance with the salary schedules in Appendix A.6. The college shall review summer pay annually and such summer pay will not normally be less per credit hour than similar pay for positions which are not part of the bargaining unit. The President or his/her designee may determine an amount that is an exception to the amount specified in this appendix.

16. Bargaining unit members requested to substitute in the classroom shall be compensated at the rate of \$27.50 per contact hour when substituting for Instructors or Instructor/Career Program Facilitators. Such assignment shall be at the discretion of the college.
17. For regular, full-time members of the bargaining unit who are not paid on the Instructional Salary Schedules, that is, Laboratory Specialists and Instructional Aides, the following salary guidelines are used for hiring new members.
 - A. Those full-time members of the bargaining unit who are Instructional Aides and who are paid on the basis of the number of hours worked shall be compensated at a rate consistent with that provided for in Appendix B.
 - B. Those full-time members of the bargaining unit who are paid on a contractual basis but who are not paid on the basis of the Instructional Salary Schedules will be compensated at a rate consistent with that provided for in Appendix C.
18. Directed study (independent study or courses offered by arrangement) with fewer than ten (10) students will not be considered part of the instructional load but will be compensated on a fixed rate of \$50 per student credit hour.
19. The total amount of compensation for honors contracts for any semester shall not exceed \$1,400.00. Compensation for honors contracts shall be compensated as follows:

One hour contract - 1 student
 \$600
One hour contract - 4 students
 \$1,125 (\$600+ \$175 x 3)

XII. DISTINGUISHED SERVICE

1. Purpose

The Distinguished Service plan is intended to provide a systematic means for recognizing and rewarding excellence in job performance.

2. Eligibility

All bargaining unit members who have completed five years of full-time experience at Johnson County Community College as a member of the bargaining unit shall be eligible for nomination to participate in the Distinguished Service plan. However, any individual has the right not to participate in this plan.

3. Conditions

- A. The Individual Development Plan (IDP) will continue to be part of an ongoing formative evaluation used to enhance an individual's professional growth. It will not be used as part of the summative evaluation for distinguished service unless included by the applicant.
- B. In general, applications for distinguished service should not include activities that have been or are being financially rewarded by the college beyond the applicant's base salary.
- C. The Distinguished Service plan is an active plan for which an individual will be required to provide designated written information as part of the application following supervisor, peer, or self-nomination. The application form must be filed with the office of the Executive Vice President of Academic Affairs.
- D. Criteria for distinguished service shall be as follows, with the designated weights by category being applied.

Basic Job Responsibilities	65%
Divisional Responsibilities	15%
Institutional/Community	10%
Professional Growth	10%

Items included under basic job responsibilities shall be based on the job description relevant to each position title in the bargaining unit, and emphasis under this category shall include innovation.

- E. Evaluation forms (supervisor, self, and peer) used for determining distinguished service shall include the criteria listed in Section 3.D. above. Student evaluations shall only be used if applicable to the bargaining unit member's position title and only for the basic job responsibilities criteria category.
- F. Distinguished Service awards shall be granted subject to the following criteria:
 - i. Awards shall be made for a two-year period.
 - ii. A recipient of a two-year award may reapply for continuation of the award.
 - iii. Each recipient will receive a fixed-dollar amount which shall not be less than \$2,000.00 annually.
 - iv. The award will be paid in one lump sum each year.
 - v. The award will not become part of the recipient's base salary.

4. Selection of Distinguished Service Recipients

The President of the college shall choose an external judge to select award recipients from the pool of applications. The Faculty Association shall provide input to the President regarding the selection of the judge, and such input shall be considered by the President in the selection thereof. The college shall pay the expenses of the judge. The judge will determine which applications from the pool will be recommended to the President for distinguished service. The judge shall make his/her determination solely on the basis of the written application and supporting materials. The confidential recommendations of the judge shall not be grievable.

5. Procedures

The procedures for the Distinguished Service plan are as follows:

- A. Applications must be submitted by October 15 of any given year.
- B. Applications will cover a two-year period ending with activities performed by the previous June 30.

- C. An applicant will submit a portfolio consisting of an application form, evaluation forms, supporting letters if applicable, and any other related materials.
- D. The confidential recommendations of the judge will be forwarded to the college President on or before the date of the December Board meeting.
- E. The college President shall, after consideration of the judge's confidential recommendation, announce the awards.
- F. The annual stipend shall be awarded the following January.

6. Number of Bargaining Unit members Receiving Awards

The number of bargaining unit members to be awarded distinguished service will be annually determined by the college President or his/her designee in consultation with the external judge and approved by the Board.

XIII. SENIOR SCHOLAR DESIGNATION

1. Purpose

The Senior Scholar designation is intended to provide a systematic means for recognizing and rewarding excellence in job and classroom performance for faculty nearing retirement and to allow the faculty member an opportunity to participate in projects of benefit to the college through designated reassigned time.

2. Eligibility

Faculty who have been employed at the college on a full-time regular basis for a minimum of 15 years and who are within two years of otherwise meeting the criteria for full retirement under the KPERS plan shall be eligible to apply for Senior Scholar status.

3. Procedures

- A. A faculty member wishing to apply for Senior Scholar status will be required to complete a written application portfolio to provide evidence of professional excellence in teaching and college service. The portfolio shall consist of an application form, supporting letters if applicable, and any other related materials the faculty member wishes to include.
- B. The faculty member's Individual Development Plan (IDP) will continue to be part of an ongoing formative evaluation used to enhance the individual's continuing professional growth. Inclusion of the current IDP will be required as part of the application process.
- C. The application form must be filed with the office of the Vice President of Instruction no later than February 1 of each year.
- D. If designated as a Senior Scholar, the faculty member may be eligible to participate in authorized college projects and to receive up to one-half time reassigned from classroom duties to complete such projects. Such project participation shall not exceed a total of four semesters during the time a faculty member is designated Senior Scholar. Project availability for Senior Scholars will be determined as needed by the college and approval for reassigned time will be at the discretion of the appropriate vice president.

The college shall reserve the right, in its sole discretion, to limit the number of Senior Scholars granted reassigned time to a maximum number of eight in any given semester.

- E. Senior Scholar will not be eligible to receive reassigned time under this program for a period of two years following return from a sabbatical leave.
- F. During a semester where a Senior Scholar is on reassigned time, he/she shall not be eligible for overload classes; however a stipend in the amount of \$500.00 shall be paid to such Senior Scholar during each semester he/she is ineligible for overload due to project reassignment.

4. Selection of Senior Scholars

A committee of two professors selected from each instructional academic division, two faculty members from Student Services, and the director of the Center for Teaching and Learning will review the applications for Senior Scholar annually. The committee will be chaired by the director of the Center for Teaching and Learning. Based upon their review, the committee will submit a recommendation to the vice president of Instruction for selection of Senior Scholars. The vice president of Instruction will review the recommendation of the committee and submit a final list of designated Senior Scholar recipients to the Board of Trustees.

5. Selection of Senior Scholar Projects

A faculty member may propose a Senior Scholar project to the selection committee for review. The selection committee will forward its recommendation for support to the appropriate vice president. If approved by the vice president, the Senior Scholar will be authorized reassigned time for the project. The college may also designate projects for Senior Scholar reassignment time, and shall offer these projects to interested Senior Scholar faculty.

6. Number of Senior Scholar Awards

The college shall reserve the right, in its sole discretion, to limit the number of faculty selected as Senior Scholars to a maximum of eight in any one academic year.

XIV. BENEFITS

1. The Board of Trustees reserves the right to amend from time to time the specific terms of coverage provided in benefits. The Board further reserves the right to select and designate, where applicable, the insurance carrier(s) and servicing agents. The Board shall also have the right to vary coverage and benefits set forth in Sections 2, 3, 4, 5, and 6 hereof, provided however, complete abolition of any such benefits may only occur after the matter is negotiated with the Association.
2. The college shall provide a flexible benefit plan for full-time bargaining unit members covered by this Agreement, terms of which shall be established by the college.

Each full-time bargaining unit member shall receive a fixed monthly contribution amount per eligible employee plus a percentage of gross base salary to be used to purchase various benefit options. Such amounts shall be established as follows:

Contract year 2005-2006 - \$967 + 7%
Contract year 2006-2007 - \$1,017 + 7%
Contract year 2007-2008 - \$1,085 + 7%
Contract year 2008-2009 - \$1,189 + 7%

Benefit options ordinarily available to eligible bargaining unit members shall include:

Group Life Insurance (individual and dependent)
Health Insurance (individual and dependent)
Dental Insurance (individual and dependent)
Vision Insurance (individual and dependent)
Tax Sheltered Annuity
Other options for individual or dependent expenses as may be determined by the college

Benefit options included in the flexible benefit plan shall generally be available to all bargaining unit members except as those benefits are limited or unavailable by law or regulation, or contractual provisions of the benefits provider. The college assumes no responsibility for the elections made by an employee under the flexible benefit plan or for the tax consequences of the elections.

The purchase of specified minimum levels of benefit options may be required

under the terms of the plan as established by the college.

3. The Board of Trustees shall provide each full-time employee covered by this Agreement with income protection insurance. The college will maintain this plan and pay the applicable administrative costs. Such protection currently provides a bargaining unit member with 65% of his/her regular salary up to a designated maximum amount not to exceed \$700.00 per week, for a specified period of time during a period of extended disability not exceeding 180 days and not covered by regular sick leave.
4. The Board of Trustees shall provide liability insurance to protect itself and the college staff with regard to the actions of bargaining unit members performed clearly in the line of duty. The selection of the carrier and terms of the policy shall be at the discretion of the college. The protection afforded hereunder shall be limited to the terms of the insurance policy.
5. The college may issue complimentary admission to college athletic events and such other college events as the college shall from time to time determine.
6. All members of the bargaining unit and their dependents will be reimbursed upon successful completion of credit-granting courses of study at the college.
7. All members of the bargaining unit and their dependents will be reimbursed upon successful completion of one course each year, up to a total cost of \$200, excluding books and materials, from the Center for Business and Technology or the JCCC continuing education programs for professional development.
8. All members of the bargaining unit are eligible for Staff Development grants for tuition, materials and/or certification testing for approved professional development courses and/or programs to remain certified, licensed or current in their teaching field. Members may obtain grants for two courses per year to a maximum of \$1,000 each year.

XV. RETIREMENT

1. Instructors, Counselors, or Librarians who have at least twenty (20) years of full-time continuous employment at Johnson County Community College and who have attained age fifty-five (55) may make application for Phaseout Retirement Status which provides the individual an opportunity to reduce workload in preparation for full retirement.
 - A. The eligible bargaining unit member who assumes Phaseout Retirement Status shall receive a pro rata portion of what their salary would have been had they maintained full time regular status. That is to say if the Phaseout retiree has a two-third (2/3) of full time load, he/she will be paid two-thirds (2/3) of his/her base salary. During the Phaseout period, the employee shall also be entitled to purchase group health, life, dental, and vision insurance benefits as provided to full-time college employees to the extent such insurance may be available through the underwriter of record at time. The college shall provide the employee assuming Phaseout Status an amount up to the fixed dollars provided to employees in the flex benefit formula to be used for purchase of these benefits. Any cost above this fixed dollar amount shall be paid by the Phaseout Status employee. Salary based benefits shall be provided only to the extent they are available on a pro rata basis. Additional leave may accrue only on a pro rata basis and only if such leaves would have been accrued if the employee were on full-time regular status.
 - B. The application for Phaseout Retirement Status shall include a schedule for workload reduction. Any modification to that schedule must be submitted to, and approved by, the Dean at least ninety (90) days before the beginning of the semester. Any such modifications shall be consistent with all other provisions of this Article. An instructor, counselor, or librarian who assumes Phaseout Retirement Status may not have a workload in any semester which is greater than the workload in the previous semester, nor may that employee qualify for overload or other supplemental contracts.
 - C. Phaseout Retirement Status may be for no longer than three (3) years in length; however, the employee may request to conclude the Phaseout Status at the end of any semester occurring before the end of the three- (3) year period. At the conclusion of the Phaseout Status, the employee must assume full-time retirement status.

- D. Application for Phaseout Retirement Status must be made at least ninety (90) days prior to the assumption of such status and will become effective only at the end of a fall or spring semester. An application for Phaseout Retirement Status shall be deemed to be irrevocable once it is approved by the Board.
2. The college shall provide eligible members of the bargaining unit with options for retirement choices. An eligible member of the bargaining unit shall be defined as any member who meets any of the following criteria:
 - A. a minimum of fifteen (15) years of full-time service at the college and whose age and years of KPERS-eligible service equals eighty-five (85) or more; or
 - B. a minimum of fifteen (15) years of full-time service at the college and who is age sixty-two (62) or older.
 3. A member of the bargaining unit may choose to retire after reaching eligibility as defined above. Where the member meets the eligibility requirements of paragraph 2 above, the bargaining unit member shall be eligible to receive a one-time notification award at the time of separation of \$7,500, subject to required payroll withholdings as may apply, if the bargaining unit member provides the college with advance written notice of intent to retire as follows:

Non-teaching faculty (e.g. Counselor, Librarian) must provide a 12-month advance written notice of intent to retire. Retirement for non-teaching faculty may occur at any time during the academic year.

Teaching faculty (9-month, 10-month, or 12-month) who intend to retire at the end of the academic year must provide advance written notice by the September 15th immediately prior to the anticipated date of retirement.

Teaching faculty (9-month, 10-month, or 12-month) who intend to retire at the end of the fall semester must provide advance written notice by the January 15th immediately prior to the anticipated date of retirement.

Once a bargaining unit member submits the above-required advance written notice of intent to retire, it shall be deemed irrevocable.

The college shall reserve the right, in its sole discretion, to limit the number of bargaining unit members allowed to retire under this section (XIV.2) to fifteen (15) bargaining unit members in any one (1) fiscal year. If the college opts to limit the number in any given fiscal year, priority will be given to those whose sum of age

and years of full-time experience at the college are the greatest. In the case where a bargaining unit member is not allowed to receive the one-time notification award in the year requested, that member shall be given priority for retirement with the notification award at the end of the following contract year. Additionally, in the case of an eligible employee wishing to retire under this option where it is determined by the college that the college's best interests are not served by the request, the college may opt to defer this bargaining unit member's request by one (1) contract year, but the notification award amount shall be increased to \$10,000.

4. A. Members of the bargaining unit who meet the requirements of paragraph 2 above or who have a minimum of fifteen (15) years of JCCC service and are age fifty-nine (59) or older shall be eligible to continue participation in a college-provided health insurance program for a period of up to ten (10) years or until such employee reaches Medicare eligibility, whichever occurs first, with the single-subscriber, two-party, or full-family portions of the premium as applicable being paid by the college. Additional years of health coverage, beyond the ten (10) years provided by the college, may be purchased by the bargaining unit member if such additional years are needed for the bargaining unit member to reach Medicare eligibility and if such purchase is allowed by the college's health insurance carrier. The rate of purchase will be the applicable rate being paid by active employees. Coverage provided to the retiree under the college's health insurance plan shall be in accordance with the contractual provisions of the benefit provider.
- B. The retiring employee shall make his/her election for single, two-party, or full-family coverage at the time of that open enrollment immediately preceding the effective date of retirement. He/she shall be entitled to participate in subsequent open enrollments with the stipulation that any increase in the level of coverage from single-subscriber to two-party or full-family may only be at his/her individual expense. The college shall reserve the right, in its sole discretion, to designate which health plan option(s) in which a retiree may enroll.
- C. All health coverage for the retiree under this article shall cease at the time the retiree reaches Medicare eligibility. If dependent coverage is carried, the dependent coverage shall cease at the time either the dependent reaches Medicare eligibility or the retiree reaches Medicare eligibility, whichever occurs first.
- D. A retiring employee who waives continuing participation in a college health plan at the time of retirement shall not be eligible to participate at a later date.
- E. The health coverage provided by this section may not be converted to cash or other benefits.

XVI. PROFESSOR/COUNSELOR EMERITUS

1. Purpose

The Professor/Counselor Emeritus program is intended to recognize and reward a bargaining unit retiree for outstanding teaching and job performance, and service to the college. The program provides an opportunity for the retiree to continue service to the college after retirement. This designation should represent a high honor and not be viewed as an automatic designation for years of service. Those individuals receiving the designation should represent JCCC's best teachers and counselors whose services the college wants to maintain.

2. Eligibility

Bargaining unit members with a minimum of 15 years of full-time regular employment in a bargaining unit position and who otherwise meet the criteria and apply for full retirement under the KPERS plan shall be eligible to apply for Professor/Counselor Emeritus status to be conferred upon retirement from the college.

3. Procedures

- A. Each appropriate academic program/department shall establish a committee to review and recommend applicants for Professor/Counselor Emeritus status. The committee should consist of five members: at least three full professors and then filled with individuals holding the associate professor rank. Should a program/department, because of size, not be able to comply, the dean may appoint members from the division to fill the committee. Individuals seeking the Professor/Counselor Emeritus designation shall submit an application to the appropriate program/department selection committee.
- B. The selection criteria for Professor/Counselor Emeritus shall include consideration of the applicant's track record of professional excellence, leadership roles at the college, classroom teaching performance and other significant contributions to college programs and initiatives.

- C. Each program/department selection committee shall forward to the appropriate vice president the name of any bargaining unit member recommended for Professor/Counselor Emeritus status. Final approval for this designation shall be granted by the vice president.
 - D. An eligible bargaining unit member may submit the application for Professor/Counselor Emeritus at any time just prior to, or following retirement.
4. Program Benefits
- A. Professor/Counselor Emeritus designees selected to teach part-time credit courses shall be paid pro-rata pay, based on the appropriate 9-month faculty pay rate, for adjunct courses taught during the fall and/or spring semesters. For purposes of determining pro-rata pay, 1/30 of the appropriate 9-month rate shall be equal to one credit hour pay. The Summer Pay Schedule shall be used for courses taught during the summer session. The pay rate for initial part-time employment shall be pro-rated based on the 9-month rate of the Emeritus faculty member's last full-time employment contract. Thereafter, this rate shall be adjusted annually by the rate of the pay increase granted to part-time faculty.
 - B. Twelve-month Counselor and Professor/Librarian Emeritus designees selected to work part-time as a Counselor or Librarian shall be paid pro-rata pay based on the Emeritus faculty member's last full-time twelve month employment contract. For purposes of determining pro-rata pay, the twelve-month contract shall be divided by the number of working hours in the last twelve month contract year. Each year thereafter, this rate shall be adjusted annually by the rate of the pay increase granted to part-time faculty.
 - C. Professor/Counselor Emeritus faculty shall be eligible for special projects as approved by the Executive Vice President of Academic Affairs.
 - D. Professor/Counselor Emeritus faculty shall have access to adjunct faculty office space, the use of college computers, telephones, and other privileges and college services granted to all part-time staff and to other Emeritus staff of the college.

- E. Professor/Counselor Emeritus faculty members who accept employment at the college after KPERS retirement are charged with the responsibility to know and to determine the laws, rules, and regulations applicable to KPERS, specifically the earnings limitations which may apply. It shall be the responsibility of the employee to take whatever actions are or may be necessary to obtain whatever benefits the employee may have available under law or may be entitled to by law.

XVII. CALENDAR

1. The fall and spring semesters shall consist of 170 days of instruction plus nine (9) days for professional development activities.
2. The number of working days for nine- (9) month faculty shall be 179 days; for ten- (10) month faculty, 199 days; and for twelve- (12) month faculty, 227 days.
3. In the event that the college should close on a day on which a member of the bargaining unit has taken an approved vacation or personal leave day, that day shall not be charged to vacation or personal leave.
4. In those cases when a member of the bargaining unit is required to work on a fixed holiday, the college shall either designate an alternate day as a paid holiday or pay the member of the bargaining unit double time for the holiday time worked instead of granting time off at straight-time pay.
5. It shall not be a violation of this Agreement if the college cannot be operated due to a reason beyond the Board's control.

XVIII. SEVERABILITY AND SAVINGS

1. If a provision of this Agreement is found to be inconsistent with state law or regulations duly promulgated by local, state, or federal agencies, the provisions of such laws and regulations shall prevail, but all other valid provisions shall remain in full force and effect.
2. If any provision of the Agreement is determined to be invalid and unenforceable by a court or other authority having jurisdiction of the college, such provision shall be considered void, but all other valid provisions shall remain in full force and effect.
3. If a provision of this Agreement is held invalid pursuant to Section 1. or Section 2. above, the issue(s) may be resolved in accordance with Article XVII, Closure, Section 1.

XIX. CLOSURE

1. This Agreement shall constitute the full and complete commitments between the Board and the Association and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both parties in a written and signed amendment to this Agreement.
2. All exceptions which affect more than one individual shall be kept in a special repository in the President's office, with a copy to be provided to the Association President. These exceptions shall be dated and shall be in force as side letters until contract renewal or such earlier date as may be specified. Side letters still in force at contract renewal shall be reviewed and shall become part of the contract or shall become null and void.
3. The parties acknowledge that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore each agrees that the other will not be obligated to negotiate on any items except as provided by this Agreement.
4. This Agreement shall supersede any policies of the Board or individual contracts of employment of members of the bargaining unit which are inconsistent with the terms of this Agreement.

XX. DURATION

1. This Agreement shall govern the rights, as provided in this Agreement, of the Board and the Association during the effective period from July 1, 2005, through June 30, 2007, provided however, that this agreement may be extended on an annual basis for a period of up to an additional two (2) years as specified in the following paragraphs.
2. It is agreed that on or before October 1, 2006, each party shall provide written notification to the other party stating its intent with regard to extending this Agreement for one additional year, through June 30, 2008. If both parties mutually agree to this extension through June 30, 2008, the salaries and benefits will be determined as outlined in Article XI, paragraph 7 of this Agreement. In no event shall the term of this Agreement be less than June 30, 2007. (Agreement extended November 16, 2006.)
3. If this Agreement is extended as provided in paragraph 2 above, it is agreed that on or before October 1, 2007, each party shall provide written notification to the other party stating its intent with regard to extending this Agreement for one additional year, through June 30, 2009. If both parties mutually agree to this extension through June 30, 2009, the salaries and benefits will be determined as outlined in Article XI, paragraph 8 of this Agreement, subject to the stipulation that both parties agree that if the cost of medical insurance is estimated to increase by a total amount of nine percent (9%) or more during the Plan Year beginning June 1, 2008 through May 31, 2009 or more than a total amount of eighteen percent (18%) in the two year period from the Plan Year beginning June 1, 2007 through the Plan Year ending June 30, 2009, the benefits portion only of Article XI, paragraph 8 of this Agreement may be re-opened for negotiation.
4. This Agreement shall not be extended orally beyond June 30, 2009, and it is expressly understood that it shall expire on the date indicated.

ADDENDUM 1

Positions in the Bargaining Unit

JOHNSON COUNTY COMMUNITY COLLEGE
FULL-TIME REGULAR STAFFING AUTHORIZATION TABLE
BARGAINING UNIT – 2007-2008

Access Svc Adv/Prog. Fac.
Access Svc. Advisor
Assoc. Prof. Accounting
Assoc. Prof. Accounting
Assoc. Prof. Accounting
Assoc. Prof. Admin. Justice
Assoc. Prof. Auto Tch YAATC
Assoc. Prof. Bus. Adm/Off. Tech
Assoc. Prof. Bus. Admin.
Assoc. Prof./Bus. Admin & SIFE
Assoc. Prof. Business Admin.
Assoc. Prof. Business Admin.
Assoc. Prof./Coach
Assoc. Prof. Computer Science
Assoc. Prof./CPF Acad Ach Ctr
Assoc. Prof./CPF Hosp. Mgmt.
Assoc. Prof./CPF Intrprtr Trng
Assoc. Prof. Dental Hygiene
Assoc. Prof. Drafting
Assoc. Prof. Early Childhood
Assoc. Prof. Economics
Assoc. Prof. Electronics
Assoc. Prof. EMS
Assoc. Prof. EMS
Assoc. Prof. English
Assoc. Prof. English
Assoc. Prof. English
Assoc. Prof. English
Assoc. Prof. English
Assoc. Prof. English
Assoc Prof. Fash. Merch./Des.
Assoc. Prof. Fine Arts
Assoc. Prof. Foreign Language
Assoc. Prof. Foreign Language
Assoc. Prof. Graphic Design

Assoc. Prof. Pers. Comp. Appl.
Assoc. Prof. Pers. Comp. Appl.
Assoc. Prof. Physical Ed.
Assoc. Prof. Political Science
Assoc. Prof./Prog. Fac. C.B.L.
Assoc. Prof./Prog Fac. Honors
Assoc. Prof. R R Welding
Assoc. Prof. R R Welding
Assoc. Prof. Read/Acad Ach Ctr
Assoc. Prof. Read/Acad Ach Ctr
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Sociology
Assoc. Prof. Speech
Assoc. Prof. Vocal Music
Assoc. Prof/CPF Bus. Off. Tech
Assoc. Professor English
Assoc. Professor English
Assoc. Professor Philosophy
Assoc. Professor Philosophy
Asst. Prof. Admin. of Justice
Asst. Prof. Animation
Asst. Prof. Anthropology
Asst. Prof. Anthropology
Asst. Prof. Architecture
Asst. Prof. Art History
Asst. Prof. Bus. Off. Tech.
Asst. Prof. Business Admin.
Asst. Prof. Business Admin.
Asst. Prof. Cosmetology
Asst. Prof./CPF Health Occ.

Asst. Prof. Economics
Asst. Prof. Electronics
Asst. Prof. English
Asst. Prof. English
Asst. Prof. English
Asst. Prof. English
Asst. Prof. Entrepreneurship
Asst. Prof. ESL/EAP
Asst. Prof. Esthetics
Asst. Prof. Fine Arts
Asst. Prof. Foreign Language
Asst. Prof. History
Asst. Prof. Horticulture
Asst. Prof. Hospitality Mgmt.
Asst. Prof. Info. Sys.
Asst. Prof. Info. Sys./Game
Asst. Prof. Intrprtr Trng
Asst. Prof./Librarian
Asst. Prof. Mathematics
Asst. Prof. Mathematics
Asst. Prof. Mathematics
Asst. Prof. Mathematics
Asst. Prof. Mathematics
Asst. Prof. Nursing
Asst. Prof. Nursing
Asst. Prof. Nursing
Asst. Prof. Nursing
Asst. Prof. Nursing
Asst. Prof. Nursing
Asst. Prof. Psychology
Asst. Prof. Read/Acad Ach Ctr
Asst. Prof. Read/Acad Ach Ctr
Asst. Prof. Science
Asst. Prof. Science
Asst. Prof. Science
Asst. Prof. Science
Asst. Prof. Science
Asst. Prof. Science
Asst. Prof. Science
Asst. Prof. Science

Asst. Prof. Science
Asst. Prof. Speech/Deb. Coach
Asst. Prof. Welding
Asst, Professor Writing Center
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor
Counselor/Coord. Internships
Instructional Aide
Instructional Aide
Instructional Aide
Prof./CPF Elec Tech
Prof./CPF Eng. Tech
Prof./CPF Info. Sys./Game Dev.
Prof./CPF Info.Tech. & Elec.
Prof./CPF Pers. Comp. Appl.
Prof. Interpreter Trng.
Prof/CPF Interactive Media/Ani
Professor Accounting
Professor Accounting
Professor Auto Tech/Metal Fab
Professor Business Admin.
Professor Computer Science

Professor Nursing
Professor Nursing
Professor Nursing
Professor Paralegal
Professor Paralegal
Professor Pers. Comp. Appl.
Professor Pers. Comp. Appl.
Professor Pers. Comp. Appl.
Professor Pers. Comp. Appl.
Professor Pers. Comp. Appl.
Professor Pers. Comp. Appl.
Professor Philosophy
Professor Photography
Professor Physical Ed
Professor Poli Sci/History
Professor Psychology
Professor Psychology
Professor Psychology
Professor Psychology
Professor Psychology
Professor Psychology
Professor Psychology
Professor R R Welding
Professor Reading/Acad Ach Ctr
Professor Reading/Acad Ach Ctr
Professor Respiratory Care
Professor Respiratory Care
Professor RR Ops/Civil Eng.
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science

Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Soc/Anthropology
Professor Sociology
Professor Sociology
Professor Sociology
Professor Speech
Professor Speech
Professor Speech
Professor Speech
Professor Speech
Professor Theater
Professor/Coach
Professor/Coach
Professor/Coach
Professor/Coach
Professor/Coach
Professor/CPF Accounting
Professor/CPF Auto Tech.
Professor/CPF Comp Aided Draft
Professor/CPF Electronics
Professor/CPF Entrepreneurship
Professor/CPF Fash Merch. Dsgn
Professor/CPF Fire Science
Professor/CPF HVAC
Professor/CPF Interior Design
Professor/CPF Paralegal
Professor/CPF Toyota
Professor/Librarian
Professor/Librarian
Professor/Librarian
Professor/Librarian
Professor/Librarian
Professor/Prog. Fac. Intl. Ed.
Professor/Trainer

2005 - 2009 MASTER AGREEMENT

APPENDIX A.1 - APPENDIX C

**APPENDIX A.1
INSTRUCTIONAL SALARY SCHEDULES
2005-2006**

Nine-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	\$34,876	\$37,057	\$39,237	\$41,417
Probationary Maximum	\$51,580	\$53,761	\$55,941	\$58,121
Nonprobationary Maximum	\$68,416	\$73,546	\$76,093	\$78,844

Ten-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	\$37,872	\$40,239	\$42,605	\$44,974
Probationary Maximum	\$54,576	\$56,943	\$59,309	\$61,678
Nonprobationary Maximum	\$72,931	\$76,453	\$80,948	\$85,450

Twelve-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	\$42,014	\$44,642	\$47,265	\$49,894
Probationary Maximum	\$58,718	\$61,346	\$63,969	\$66,598
Nonprobationary Maximum	\$79,827	\$86,394	\$89,805	\$94,799

APPENDIX A. 2
INSTRUCTIONAL SALARY SCHEDULES
2006-2007

Nine-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	\$35,915	38,161	40,406	42,651
Probationary Maximum	\$53,105	55,351	57,596	59,841
Nonprobationary Maximum	\$71,410	76,693	79,316	82,149

Ten-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	\$39,001	41,438	43,875	46,314
Probationary Maximum	\$56,191	58,628	61,065	63,504
Nonprobationary Maximum	\$77,609	78,926	83,360	87,996

Twelve-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	\$43,266	45,972	48,673	51,381
Probationary Maximum	\$60,456	63,162	65,863	68,571
Nonprobationary Maximum	\$82,206	88,969	92,481	97,624

**APPENDIX A. 3
INSTRUCTIONAL SALARY SCHEDULES
2007-2008**

Nine-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	\$36,895	39,203	41,509	43,815
Probationary Maximum	\$54,535	56,843	59,149	61,455
Nonprobationary Maximum	\$74,341	78,787	82,462	85,373

Ten-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	\$40,066	42,569	45,073	47,578
Probationary Maximum	\$57,706	60,209	62,713	65,218
Nonprobationary Maximum	\$80,709	82,062	85,636	90,398

Twelve-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	\$44,447	47,227	50,002	52,784
Probationary Maximum	\$62,087	64,867	67,642	70,424
Nonprobationary Maximum	\$84,450	91,398	95,006	100,289

**APPENDIX A. 4
INSTRUCTIONAL SALARY SCHEDULES
2008-2009**

Nine-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	\$37,633	39,987	42,339	44,691
Probationary Maximum	\$55,626	57,980	60,332	62,684
Nonprobationary Maximum	\$75,828	80,363	84,111	87,080

Ten-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	\$40,867	43,420	45,974	48,530
Probationary Maximum	\$58,860	61,413	63,967	66,522
Nonprobationary Maximum	\$82,323	83,703	87,349	92,206

Twelve-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	\$45,336	48,172	51,002	53,840
Probationary Maximum	\$63,329	66,164	68,995	71,832
Nonprobationary Maximum	\$86,139	93,226	96,906	102,295

**APPENDIX A.5
OVERLOAD PAY SCHEDULES**

2005-2006

Number of Semesters	Bachelor*	Master's*	Specialist*	Doctorate*
1-2	708	738	751	767
3-6	733	763	781	798
7-10	763	798	810	828
11+	793	823	833	853

*An additional rate per course will be paid to faculty teaching in the College Close to Home program as determined annually by the college.

2006-2007

Number of Semesters	Bachelor*	Master's*	Specialist*	Doctorate*
1-2	741	772	786	802
3-6	767	798	817	835
7-10	798	835	847	866
11+	829	861	871	892

*An additional rate per course will be paid to faculty teaching in the College Close to Home program as determined annually by the college.

2007-2008

Number of Semesters	Bachelor*	Master's*	Specialist*	Doctorate*
1-2	774	806	821	837
3-6	801	833	853	872
7-10	833	872	884	904
11+	865	899	909	931

*An additional rate per course will be paid to faculty teaching in the College Close to Home program as determined annually by the college.

**APPENDIX A.5
OVERLOAD PAY SCHEDULES**

2008-2009

Number of Semesters	Bachelor*	Master's*	Specialist*	Doctorate*
1-2	807	841	856	873
3-6	836	869	890	910
7-10	869	910	922	943
11+	902	938	948	971

*An additional rate per course will be paid to faculty teaching in the College Close to Home program as determined annually by the college.

**APPENDIX A.6
SUMMER PAY SCHEDULES**

2005-2006

Number of Semesters	Bachelor	Master's	Specialist	Doctorate
1-2	713	743	756	772
3-4	738	768	786	803
5-6	768	803	815	833
7+	798	828	838	858

2006-2007

Number of Semesters	Bachelor	Master's	Specialist	Doctorate
1-2	746	777	791	807
3-4	772	803	822	840
5-6	803	840	852	871
7+	834	866	876	897

2007-2008

Number of Semesters	Bachelor	Master's	Specialist	Doctorate
1-2	779	811	826	842
3-4	806	838	858	877
5-6	838	877	889	909
7+	870	904	914	936

2008-2009

Number of Semesters	Bachelor	Master's	Specialist	Doctorate
1-2	812	846	861	878
3-4	841	874	895	915
5-6	874	915	927	948
7+	907	943	953	976

**APPENDIX B
INSTRUCTIONAL AIDES' WAGE SCHEDULE**

2005-2006 Wage Schedule

Hourly Rate Minimum	Hourly Rate Maximum
\$13.77	\$20.50

2006-2007 Wage Schedule

Hourly Rate Minimum	Hourly Rate Maximum
\$14.18	\$21.40

2007-2008 Wage Schedule

Hourly Rate Minimum	Hourly Rate Maximum
\$14.46	\$22.26

2008-2009 Wage Schedule

Hourly Rate Minimum	Hourly Rate Maximum
\$14.75	\$22.71

**APPENDIX C
LABORATORY SPECIALIST SALARY SCHEDULE**

	Minimum	Maximum
2005-2006	---	\$73,632
2006-2007	---	\$76,782
2007-2008	---	No Authorized Positions
2008-2009	---	No Authorized Positions

Agreement between

The Johnson County Community College Board of Trustees

And

The Johnson County Community College Faculty Association

July 1, 2005 – June 30, 2009

Witness our hand this 19th day of May 2005

Chairman
Johnson County Community College
Board of Trustees

President
Johnson County Community College
Faculty Association

Johnson County Community College
Board of Trustees

Johnson County Community College
Faculty Association