

## November 2014

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### *The AFA*

What is the AFA? The AFA is *your* union, protecting and fighting for the rights of all adjuncts covered under the bargaining agreement between the college and the AFA (anyone teaching at least six LHE's in any three previous terms).

## ***Beginning July 1, 2015, Any Retired Full-time or Part-time Faculty or Staff Will Not Be Rehired***

The jobs of any Oakton retirees who have returned to teach here part-time are in serious danger. Last year, the "Biss bill" passed the Springfield legislature, limiting the amount a SURS employee could earn in any SURS network school after retirement. Employees were limited to earning no more than 40% of the average of their four highest years of service. We were concerned at the time primarily because of the unfair impact it had on adjuncts. 40% of a full timer's annual salary still allowed for a decent load of courses for those who wished to return; the same 40% for an adjunct may allow for just one course to be taught a year. If the so-called "affected annuitant" goes over that amount, the employer needs to make a contribution to the SURS system that is equal to that person's annual annuity to that system.

Evidently, three affected annuitants went over their prescribed amount, resulting in probable serious fines to Oakton. Oakton's knee-jerk reaction affects scores of people. For unknown reasons, Oakton has chosen to place the burden and responsibility of keeping track of hours worked on the employees themselves, rather than safeguarding itself by keeping track to make sure that this situation would not occur.

The effect on both these teachers and their students is serious. Teachers who have planned on retiring with some amount of extra income have had the rug pulled out from under them. Students will not have the benefit of their talent and years of teaching experience. One must assume that Oakton saw the value of these teachers when they were rehired. It seems that because of the "difficulty" of keeping track of employee hours, Oakton is choosing to throw the proverbial baby out with the bathwater. However, instead of babies, it is retirees. Does this smack of *ageism* only to this writer?

***We urge you to come to the Board of Trustees Nov. 18 meeting at 7:30. Make your presence seen and heard, and invite your students – especially those of these affected annuitants – and explain to them what is at stake.***



## Some Good News

The problems that the Biss bill created for adjuncts who are affected annuitants are obvious. However, there are moves to amend the bill, exempting those who have annual annuities of \$10,000 or less from the restrictions described on the previous page. This amendment passed through committee and is *being voted at 3 p.m. on Tuesday, November 18, in the Illinois Senate*. If it passes there, it will go to the House. Call your legislators!

## How SURS Calculates Benefits

The October issue of this newsletter mentioned the difficulties that Lisa Bassett had with SURS when she wanted to retire after teaching Oakton for 5 years. SURS was contacted by email to get in writing just what adjuncts need to know for our futures. You'll recall that the difficulty arose for Lisa due to dates.

This chart (from the email) shows the breakdown of how a member receives service credit.

| SERVICE CREDIT                      |                       |
|-------------------------------------|-----------------------|
| Employment Length                   | Service Credit Earned |
| 15 or more calendar days in a month | 1 month               |
| 1 thru 2 months                     | 1/4 year              |
| 3 thru 5 months                     | 1/2 year              |
| 6 thru 7 months                     | 3/4 year              |
| 8 or more months                    | 1 year                |

The SURS academic year is from 9/1 to 8/31, and 15 paid calendar days in a month count as a full month. Thus, if we begin our fall term on August 21, no service credit is gotten for August at the end of that academic year. Then if we work only through December 14, December does not count as a month; even so, because we have three months in that academic year, we earn 0.50 year of service credit.

According to the email from SURS, "Where a problem may arise is in the initial reporting from employers. For example, an employer may report someone as working and receiving payroll for 2 months, and SURS may initially give them credit for those 2 months, but say, for example, that the employee actually worked from the 20th of the

first month through the 14th of the next month. Keeping in mind that 15 days = a month, neither month will count. So upon verification of this (which SURS receives from the employer at retirement time), that employee would not get service credit for those two months."

The on-line *Member Guide* available on SURS' website summarizes it this way. When your annuity is calculated, benefit service credit may be reduced if you have worked part-time. This reduction does not show in the annual Benefit Summary Statement we receive. In fact, it may not be evident until the employee approaches retirement. SURS stresses that members who have worked part-time should contact SURS several years before retirement to find out just what their benefit will be.

Again, from the email, "So SURS is in the unenviable position of reporting service credit based on information we receive from the employer as the employee works and continues employment. If at retirement time, we find that the service credit needs adjustment, it may, as you stated, adversely affect a person's retirement." In other words, don't count on that benefits statement you get from SURS.

Another question also comes to mind. A teacher at Oakton may have a Saturday only late start class that meets from 9/20 through 12/13 (an actual class offered this term). How is that figured? Another request to SURS for information is in the (e)mail, and will be reported back in the next issue.

## Adjuncts and the First Amendment

The 10/31/14 issue of *Inside Higher Ed* discusses a recent appeals court decision regarding Moraine Valley Community College in Illinois. When an adjunct wrote an "unflattering" letter to an international community college group, she was fired two days later - even though she had a contract to teach that fall. The adjunct sued Moraine Valley, saying that her First Amendment rights had been violated. Despite losing the suit in district court, the appeals court concluded that the lower court had erred. The judge ruled that the letter's content was not strictly personal but met the legal "definition of public concern" as she related adjunct working conditions to the success of students.