

**2023-2027  
AGREEMENT**

**BETWEEN**

**BOARD OF TRUSTEES  
OF COMMUNITY COLLEGE DISTRICT 512,  
COUNTY OF COOK AND STATE OF ILLINOIS**

**AND**

**WILLIAM RAINEY HARPER COLLEGE  
PROFESSIONAL/TECHNICAL UNION  
A CHAPTER OF  
THE COOK COUNTY COLLEGE TEACHERS UNION  
LOCAL 1600, AFT, AFL-CIO**

**November 2023**

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## **INTRODUCTORY PARAGRAPH**

This Agreement is entered into by and between the Board of Trustees of Community College District No. 512, Counties of Cook, Lake, Kane and McHenry and the State of Illinois hereinafter referred to as the "Board," and the William Rainey Harper College Professional/Technical Union, a Chapter of the Cook County College Teachers Union, Local 1600, AFT, AFL-CIO, hereinafter referred to as the "Union," as the exclusive collective bargaining agent for the Professional/Technical employees in the bargaining unit as defined herein.

## **PREAMBLE**

The Professional/Technical Union, having been designated bargaining agent of the Professional/Technical employees, and the Board, having endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and other conditions of employment of the Professional/Technical employees covered by this Agreement, all as set forth herein, the parties therefore agree to the following:

### **ARTICLE I. RECOGNITION**

#### **1.1 Unit**

The Board of Trustees of Community College District No. 512 recognizes the Professional/Technical Union, a chapter of the Cook County College Teachers Union Local 1600, AFT, AFL-CIO, as the exclusive bargaining representative for the regularly employed Professional/Technical employees who are employed nineteen (19) hours per week or more and thirty-two (32) weeks per year or more as listed in Appendix "A" and specifically excluding all other positions excluded by the terms of the Illinois Educational Labor Relations Board.

#### **1.2 Membership**

As used herein, the term "Professional/Technical employee" shall refer to those persons included in the bargaining unit described above.

### **ARTICLE II. BOARD RIGHTS**

The Board, on behalf of the electors of the district, retains and reserves the ultimate responsibilities for the proper management of the college district conferred upon and vested in it by the statutes and Constitution of the State of Illinois and the United States.

Nothing herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under the Illinois Community College Act or any other national, state, county or local law or regulation as they pertain to education.

### **ARTICLE III. NO STRIKES**

The Union will not recommend, authorize or engage in a strike against the Board, except as permitted in the Illinois Educational Labor Relations Act.

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### **ARTICLE IV. UNION-BOARD RELATIONS**

#### **4.1 Office Space**

The Board will provide the Professional/Technical Union with shared and appropriately furnished office space.

#### **4.2 Bulletin Board**

An enclosed bulletin board of reasonable size equipped with a lock and labeled "Professional/Technical Employees" shall be made available in an area to be agreed upon by the parties. Such bulletin board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and signed by an appropriate officer thereof. Such materials shall not be derogatory of any person associated with the College and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Union or of AFT Local 1600). The Board shall permit the Union to distribute official Union materials to bargaining unit members through the College mail service subject to reasonable Board regulations. This authorization shall terminate forthwith if any governmental agency or court of competent jurisdiction shall determine such mail services cannot be utilized without the affixation of postage or payment of fee.

#### **4.3 Use of Facilities and Equipment**

The Union may utilize College meeting room facilities, including classrooms not then in use but not already set up for an anticipated use which cannot reasonably be disturbed, provided the Union shall promptly reimburse the Board the facilities usage charge as prescribed in the Board Facilities Usage Manual and for any additional expense or any damage occasioned by such use. Such use shall not interfere with any activity or function of the College. This section shall not be applicable to any meeting of more than twenty (20) persons if less than fifty percent (50%) of those in attendance are employees of the College.

#### **4.4 Public Information**

The Board shall make available to the Union, upon written request, existing public information, including relevant financial statistics which are pertinent to the conduct of negotiations, the processing of a grievance, or the enforcement of the terms of this Agreement. Such materials shall be provided within ten working days, whenever possible, following a written request from the Union. The Board shall not be obligated hereunder to research or compile data or to provide such information more than once.

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**4.5 Board Meetings**

A copy of the Board agenda, non-confidential exhibits and minutes shall be made available to the Union designee within a reasonable time following their distribution to the Board of Trustees. A copy of materials furnished to representatives of the press and other organizations shall concurrently be made available to the Union designee.

**4.6 Printing of Agreement**

The Board shall be responsible for the timely reproduction of the Agreement. Prior to printing the Agreement, both parties shall share proofreading and agree upon the contents. The cost of such reproduction shall be shared equally by the Board and the Union.

**4.7 Dues Check-off**

A. The Board shall deduct dues from the salary of each Union member, who shall authorize the same in writing, in an amount determined by the Cook County College Teachers Union (CCCTU), provided the rate to be deducted shall be uniform for each Union member. Such deductions shall be made no later than thirty (30) calendar days following receipt of the authorization in the designated College office.

A dues authorization may be revoked by the Union member's written notice to the Union. The authorization shall be deemed automatically revoked with the issuance of the Union member's last paycheck.

B. The union shall notify the College of any new members who have agreed to dues authorization and will notify the College of any current members who choose to cease paying dues pursuant to the terms of their signed membership/dues authorization card. In doing so, they shall also indemnify, defend and hold the Board harmless against any claim, demand, suit, cost, expense, or any other form of liability, including reasonable attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Board, its members, officers, agents, employees, or representatives in complying with or carrying out the provisions of Article 4.7 including any charge that the Board failed to discharge any duty owed to its employees arising out of any deduction.

**4.8 Release Time for Union Activities**

The Board shall grant release time with pay for the following:

A. Chapter Officers

1. Two (2) employees to attend the scheduled meetings of the Senate, provided no more than one (1) such employee shall be non-exempt.
2. The President of the Professional/Technical Employee's Union or their designee and the elected Professional/Technical employees or their designees as delegates to attend the

meeting of Local 1600's House of Representatives at 2:00 p.m. on the third Friday of every odd-numbered month. The Union will provide the names of elected delegates/alternate delegates to the College after each election or update the College should a delegate need to be appointed mid term to fill a vacancy

3. The President shall also be granted the third Friday of every even-numbered month to attend the Local's Executive Board meeting.
  4. The President of the union or designee shall also be granted up to four (4) days per fiscal year of unpaid union leave to attend to union business. These days may be taken in one-half (1/2) day increments. Written notice of the person requesting such leave shall be provided at least two weeks in advance to the appropriate dean/director.
- B. Local Wide Officers – an employee elected as a local 1600 officer shall receive unpaid release time for the term of the office according to the following schedule:
1. President – full unpaid release time for the duration of the term. The employee may remain on the College insurance program and the Union shall reimburse the College for the total insurance costs of such employee.
  2. Other Officers – The College will allow one-fifth (one day per week) unpaid release time for one other elected officer. The employee may continue on the College payroll and the Union shall reimburse the College for the one day per week salary costs of such employee.

**4.9 Committee Representative**

The Board shall encourage the participation of Professional/Technical representatives on College committees that deal with issues affecting employees covered by this Agreement. Appointments shall be from a list of employees recommended by the Union.

**4.10 New Employees**

Beginning July 2020, the Union shall be notified of the hire of a new Professional/Technical employee within ten (10) working days of the date of hire.

**4.11 COPE Check-Off**

The Board shall deduct Committee on Political Education (COPE) monies from the salary of each member who shall authorize the same in writing, in



the amount indicated on the authorization to deduct said monies. The amounts deducted shall be forwarded to the Treasurer of the Cook County College Teachers Union -- COPE. The Board shall also forward a list of persons on COPE deduction for the period covered. Such deductions may be revoked by the member by notifying the Payroll Department of the College in writing to terminate the deductions.

**4.12 Union Meetings**

The College shall make an effort to accommodate members who wish to attend the monthly scheduled union meeting. Union meetings will be scheduled during lunch hours when possible and on days that typically least impact student services and classroom space.

**4.13 Environment**

Harper College is committed to providing a healthy and safe environment for its employees and has assigned the Environmental Health and Safety Department the responsibility for monitoring those aspects of the physical environment which affect health, safety and accessibility of Harper employees. As a result, an Ergonomics program has been implemented in order to assess those work-related factors that may pose a risk of musculoskeletal disorders and to make recommendations to alleviate them. The following steps offer a plan to identify problems that need to be addressed and actions aimed at resolution.

- Training and on-going health education programs to expand supervisor and employee ability to evaluate potential musculoskeletal problems.
- Prompt reporting of problems or potential problems to the Manager of the Environmental Health and Safety Department.
- Work station evaluation by the Environmental Health and Safety Department.
- Options determined for reducing risks.
- Prompt implementation of improvements.
- Feedback from employee in order to evaluate effectiveness.
- Application of ergonomic factors and principles when designing new work stations.
- Access to resources from departmental, divisional or institutional funds for improvements.

**ARTICLE V. EMPLOYMENT**

**5.1 Definitions**

- A. "Full-time" shall refer to an employee who regularly works thirty-seven and one-half (37.5) or more hours per week.

B. "Part-time" shall refer to an employee who regularly works less than thirty-seven and one-half (37.5) hours per week or less than 52 weeks per fiscal year.

C. "Regular" shall refer to an employee whose position is budgeted on a continuous basis.

## **5.2 Overtime for Non-Exempt Employees**

Overtime for a non-exempt employee must be approved in advance by the appropriate supervisor and Executive Council member or designee. Overtime shall be paid at the rate of one and one-half (1½) times the basic hourly rate of pay for hours worked over thirty-seven and one half (37.5) hours. An employee must work the regularly assigned hours during the workweek in order to qualify for the overtime rate. Time lost due to illness, personal business, or leave without pay will not apply to the computation of the workweek. Vacation time, bereavement leave and holidays count as time worked for overtime calculation purposes.

Overtime for a non-exempt employee shall be given as either salary paid at one and one-half (1½) times the basic hourly rate of pay, or as compensatory time off taken at one and one-half (1½) times the number of hours worked.

## **5.3 Alternative Scheduling**

Employees will be considered for alternative work scheduling on a case-by-case basis, where flexible work schedules can accomplish both work and personal goals, to provide coverage for individual department operations and to serve the institution as a whole with increased productivity at no expense to the College's level of service.

If, as a result of short-term major project work, a staff member is required to work significant hours in excess of their regularly scheduled work week, the employee's supervisor may, in collaboration with the staff member, develop an alternate work schedule for the week(s). When possible, alternative scheduling for short-term needs will be discussed in advance.

## **5.4 Sunday Premium Pay**

A non-exempt employee required to work on a Sunday (and such Sunday is not part of the employee's regular workweek) shall be compensated at two (2) times their basic hourly rate of pay for all hours worked on such day. No overtime pay will be given in addition to the Sunday premium pay.

## **5.5 Introductory Period**

The introductory period for each new non-exempt employee shall be three (3) calendar months. The Board may extend such introductory period for up to thirty (30) additional calendar days.

The introductory period for each new exempt employee shall be six (6) calendar months. The Board may extend such introductory period for up to sixty (60) additional calendar days.

Evaluation of a new employee's work performance shall be prepared on the proper form and discussed with the employee prior to the end of the introductory period. If the introductory period is extended, the evaluation shall also be discussed prior to the end of the extension.

Holidays, sick leave, vacation leave, personal business leave and insurance benefits (subject to any otherwise applicable waiting period) shall be made available to a newly employed employee immediately after employment. There shall be no seniority among introductory employees.

The College reserves the right to terminate, suspend or discipline any introductory employee as an at-will employee and such action shall not be grievable.

#### **5.6 Seniority**

Seniority shall be measured according to the length of continuous uninterrupted service with the College since the employee's most recent date of hire as a professional/technical employee. The relative seniority of employees hired on the same day shall be determined by the date of receipt of the employee's employment applications.

#### **Return to the Bargaining Unit (Full-Time)**

If an employee accepts a Harper College position outside of the Bargaining Unit and subsequently returns to a position in the Bargaining Unit, the employee shall be credited with the same number of years of seniority as they had when they left. Vacation time will be calculated based on the number of total "Regular" service to the College.

If an employee accepts a position outside of the College and is subsequently re-hired for a Bargaining Unit position within one (1)-year of their departure, then they will lose one (1)-year of seniority for the year that they were not in the bargaining unit. The returning employee will be treated as a new employee for purposes of salary/rate determination.

#### **5.7 Furlough Days**

A furlough day is defined as a day during the fiscal year on which employees do not report to work and are not paid. Furloughs are designed to address temporary emergency financial circumstances that threaten the financial well-being of the institution. Therefore, the President, with approval of the Board of Trustees, may temporarily place all bargaining unit eligible employees on

leave without pay status when the state does not fully fund the base operating grant in any particular fiscal year.

The Board shall approve the duration and dates of the furlough, after notifying the Union of the State's failure to fund the base operating grant necessitating the need for furlough days. Employees shall be given at least 30 days' notice of a furlough. No more than 5 furlough days shall fall within the same pay period. If the Board implements more than 10 furlough days in a fiscal year, the College shall not implement a reduction in force for unit members during the same fiscal year. If after furlough days have been implemented, the College receives full funding of the State base operating grant in a particular fiscal year, unit members who had unpaid furlough days during that year and remain employed with the College shall be reimbursed for their lost earnings due to the unpaid furlough days.

#### **5.8 Reduction In Force**

If the Board determines that a reduction in force is necessary, employees within the affected position titles shall be laid off in inverse order of seniority, unless an employee has received an overall rating of "Needs Improvement" on any of the last three years of their annual employee performance evaluations.

Employees separated as result of a reduction in force may be eligible for severance benefits if there is no foreseeable opportunity for re-employment. An employee who applied for retirement before separation shall not be entitled to severance benefits. For qualified employees, the severance benefits shall include outplacement services as determined by the college, use of the college's existing Employee Assistance Program (EAP), Harper College tuition waivers up to a maximum of 30 credit hours, and one week's pay for every year of service to the college, not to exceed an amount greater than twenty (20)-weeks of compensation. Severance pay is prohibited when an officer, agent, employee or contractor has been fired for misconduct. Nothing in this section creates an entitlement to severance pay in the absence of its contractual authorization or as otherwise authorized by law, consistent with 5 ILCS 415/10, Sec. 10 severance pay of the State of Illinois.

The employee must use the tuition waivers for retraining and/or continuing their education over the next three (3) consecutive semesters following the layoff, including summer. If the employee is subsequently recalled, the employee may be required to repay a portion of the severance pay as a condition of re-employment.

If the Board determines to fill the affected positions within twelve (12) months of the date of termination, these positions shall be offered to employees who were laid off from the position, and then to other terminated employees qualified to hold the position, in order of seniority. Reinstatement shall take place without loss of accumulated seniority.

Such offer of employment shall be transmitted in writing by certified mail to the employee's last known mailing address. If the recalled employee does not respond to such offer within fourteen (14) calendar days of the date of mailing, the Board's obligation hereunder shall be terminated.

**5.9 Subcontracting**

If the Board should desire to subcontract work being performed by bargaining unit members and this change will likely lead to layoffs of bargaining unit members, the Board shall notify and negotiate with the Union over the effects of such action.

**5.10 Pay Periods**

Each employee covered under this Agreement shall receive their salary in biweekly installments Harper College recommends that all employees receive their salary by electronic deposit or Debit Pay Card. Insurance deductions will be deducted on twenty-six installments or prorated on the number of installments during their work year.

The Board agrees to meet with the union to discuss any alteration from the biweekly installments as a result of the installation of a new payroll system.

**5.11 Posting**

If the Board determines that it is necessary to create a new position in the bargaining unit or to fill a vacant position in the bargaining unit, such position shall be posted electronically for ten (10) calendar days.

It is mutually agreed that prior to creating a new job title or the revision of an existing job title, the College shall notify the Union and meet to discuss if the new or revised job title should be included or remain in the bargaining unit.

A Professional/Technical employee on layoff status has access to online position vacancy notices for Professional/Technical positions. Such employee may apply to fill a new or vacant position and shall be considered to be a qualified candidate if they have the educational background, training and experience which is consistent with the posted qualifications and credentials for the position.

**5.12 Personnel File**

An employee shall have the right to examine their personnel file in accordance with Board policy and State legislation. Such request shall be made in writing and shall be honored without undue delay if made during normal business hours. A designee of the College administration may be present during such review. No documents which are authorized to be put into the personnel file shall be permanently removed from the file without the consent of the employee and the College President or designee. An employee may reproduce material from their file at the customary cost.

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

**5.13 Evaluative Material**

A copy of all evaluative material relating to an employee shall be retained in their official personnel file in the Human Resources Office.

Before evaluative material is placed in the personnel file, a copy of such material shall have previously been made available to the employee. The employee shall have acknowledged receipt of such copy but such acknowledgment shall not signify anything other than receipt of a copy of the material.

The employee will have the right to respond to any material before the electronic copy is finalized by submitting the response in the HRIS software within a reasonable time of the filing of the original material. The employee shall have the right to respond to any material placed in their file by submitting the response in writing within a reasonable time of the filing of the original material. Such response shall be attached to the file copy.

**5.14 Temporary Appointment**

An employee appointed by an Executive Council member or designee to temporarily fill a vacant position for twenty (20) consecutive work days or more, which is normally paid at a higher rate than the employee's regular position, shall receive a temporary ten percent (10%) salary increase or the beginning salary of the established position, whichever is greater.

**5.15 Work Schedule Change**

If the College determines that it is necessary to significantly change the regularly scheduled work hours or days of an employee, the College shall provide, in writing, the employee a minimum of forty-five (45) calendar days advance notice of the change, except in an emergency or a mutually-agreed-upon situation.

An emergency will be defined as any unexpected situation or occurrence that significantly disrupts college operations and/or services requiring immediate action.

**5.16 Reorganizations**

Good faith efforts for collaboration will be made prior to organizational restructuring.

**5.17 Performance Evaluation**

Professional technical employees will be evaluated using the current process in use as of September 30, 2023 for performance and goal setting. The Union

and the Administration agree that any future changes to the Performance Evaluation process must be collectively bargained.

**5.18 Diversity, Equity and Inclusive Training**

The Professional Technical Union is fully committed to sustaining an environment where individual differences and identities are recognized as strengths. We are dedicated to supporting our diverse campus and fostering student success as a means of achieving equity in our society and the world. Training opportunities and events provided by the college will be considered part of an employee's regularly scheduled hours and, thus, will be completed during the employee's scheduled work hours. Professional Technical employees shall complete one training on a DEI Topic chosen and provided by the college annually. It is incumbent on management to provide time for the training to be completed. The College will provide reports at Labor Management meetings regarding the status of training completion.

**ARTICLE VI. DISCIPLINE AND DISMISSAL**

**6.1 Disciplinary Sequence**

The typical disciplinary sequence for an employee shall be: 1) verbal warning; 2) written warning, with a copy to the employee's personnel file; 3) three (3) day suspension without pay; 4) dismissal.

Disciplinary action, up to and including termination of employment, shall be for violation of College policy, rules or regulations, or for any illegal act and shall be administered in a timely and progressive manner except that suspension or dismissal may result as the first step in the disciplinary procedure depending upon the circumstances and severity of the offense as determined by the Board.

An employee is entitled to union representation at a meeting called for the specific purpose of disciplining the employee. If a non-disciplinary meeting turns into a disciplinary meeting, the employee is entitled to recess the meeting and request union representation before continuing with the disciplinary meeting.

**6.2 Discipline and Dismissal Circumstances**

Suspension without pay and/or dismissal of a non-probationary employee shall occur for reasonable cause. Any arbitrator shall have the authority to order the restoration of employment of a dismissed employee pursuant to this section only if accompanied by a finding of violation of the employee's substantive rights. The arbitrator in such cases shall reduce any back pay award by any amount earned (or which reasonably might have been earned) by the employee during the period they were not working and by any unemployment compensation earned during such period.

**6.3 Conference**

Except when detrimental to the general welfare of the College, an employee shall have an opportunity, prior to dismissal or suspension without pay, to have Union representation at a conference with their supervisor and at that time to have full opportunity to review the reason(s) for dismissal or suspension without pay and have an opportunity to rebut the same.

**6.4 Dismissal**

All recommendations for dismissal (except for reduction in force) shall be initiated or confirmed by the appropriate Executive Council member or designee. A copy of such recommendation along with the reason(s) therefore shall be submitted in writing to the employee.

**ARTICLE VII. GRIEVANCE PROCEDURE**

**7.1 Purpose**

It is the purpose of this procedure to resolve as promptly and as expeditiously as possible allegations by the bargaining representative and/or employees of the bargaining unit of misinterpretation of this Agreement.

**7.2 Definitions**

- A. A grievance shall mean an allegation by the Union or by an affected employee that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- B. As used in this article, "days" shall mean Monday through Friday except days on which all bargaining unit members are excused from working.
- C. An employee may be represented at any meeting, hearing or appeal relating to a grievance which has been formally presented.
- D. The President of the Union or designee shall be advised of any meeting, hearing or appeal relating to a grievance which has been formally presented and a representative of the Union shall have the right to attend such meeting, hearing or appeal.
- E. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal within the grievance procedure or otherwise. If the designated representative of the Board of Trustees shall neglect to proceed or render a decision within the time limits, the grievance may be advanced to the next step of the grievance procedure. Time limits may, however, be extended by mutual written agreement.

**7.3 Procedures**

The party asserting a grievance shall attempt to resolve the problem through informal communication with the immediate supervisor.



Step 1. If the informal process with the immediate supervisor shall fail to resolve the problem, the grievance may be formally presented in writing to the appropriate supervisor who will arrange for a meeting to be held within ten (10) days to review the grievance. The formal written grievance shall clearly identify all grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is requested. The filing of the formal written grievance at this step must be within ten (10) days of the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably have become aware of the occurrence. The supervisor shall provide a written answer to the grievant (with a copy to the Union if the Union is not the grievant) within ten (10) days of the meeting. The answer shall include the reasons for the decision.

Step 2. If the grievance is not resolved at the preceding step, the Union and/or grievant may refer it to the appropriate Executive Council member or designee by filing the same in writing within ten (10) days of receipt of the answer from the supervisor. The Executive Council member or designee will arrange for a meeting to be held within ten (10) days of such referral to review the grievance. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance. A written answer, including reason(s), shall be provided to the grievant (with a copy to the Union if the Union is not the grievant) within ten (10) days of the meeting provided for in this paragraph.

Step 3. If the grievance is not resolved at the preceding step, the Union may refer it to the President or designee by filing the same in writing within ten (10) days of receipt of the answer from the Executive Council member or designee. The President or designee will arrange for a meeting to be held within ten (10) days of such referral to review the grievance. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance. A written answer, including reason(s), shall be provided to the grievant (with a copy to the Union if the Union is not the grievant) within ten (10) days of the meeting provided for in this paragraph.

If the grievance arises from a decision at the President's level, the grievance may be initiated at Step 3 provided such is filed within the time limits prescribed in Step 1.

Step 4. If the grievance is not resolved at the President's level, the Union

may submit it to binding arbitration, provided written notice indicating such is filed with the President or designee within fifteen (15) days of the answer at the President's level, or if no answer is filed, within fifteen (15) days of the last day on which such answer was due. The Union shall promptly request of the American Arbitration Association that it provide a panel of qualified arbitrators who are members of the National Academy of Arbitrators from which the parties may make a selection pursuant to the practices of the American Arbitration Association.

In making their recommendation, the arbitrator shall not add to or enlarge upon this Agreement, and any suggested remedy, if appropriate, shall conform to Illinois law. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the Board and the Union. The parties likewise shall share the expense of any transcript(s) which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.

**7.4 Non-Discrimination**

The Union and the Board shall not discriminate or take any reprisals against any employee covered under this contract as a consequence of the filing or withdrawal of any grievance hereunder.

**ARTICLE VIII. HOLIDAYS**

**8.1 Eligibility**

A regular full-time or regular part-time employee working nineteen (19) hours a week or more will be entitled to the following paid holidays falling on their regularly scheduled workdays:

- A. New Year's Day (January 1)
- B. Martin Luther King's Birthday (3rd Monday in January)
- C. Lincoln's Birthday (as observed in College calendar)
- D. Reading Day (Friday before Easter)
- E. Memorial Day (as observed in College calendar)
- F. Juneteenth (June 19)
- G. Independence Day (July 4, as observed in College calendar)
- H. Labor Day (1st Monday in September)
- I. Columbus Day (to be used during Winter Break)
- J. Election Day (2<sup>nd</sup> Tuesday of November when a general election will Occur)
- K. Veteran's Day (November 11, to be used during Winter Break)
- L. Day before Thanksgiving
- M. Thanksgiving Day (4th Thursday in November)
- N. Day after Thanksgiving
- O. Christmas Eve Day (December 24)

- P. Christmas Day (December 25)
- Q. New Year's Eve Day (December 31)

**Note:** A holiday falling on a Saturday will normally be observed on Friday; should it fall on a Sunday, it will normally be observed on Monday. The Board reserves the right to alter this procedure for specific situations, based upon the academic calendar.

All employees shall receive the same additional days off with pay between Christmas and New Year's Day.

An employee absent the working day before or following a legal holiday will be requested to submit an acceptable written reason for the absence with their payroll time report or absence report form along with the specific approval of their supervisor to be absent for the day or days in question. Failure to provide such evidence will result in loss of pay for both the holiday and the day of absence.

## **8.2 Holiday Work**

A non-exempt employee required to work on a designated holiday who is not entitled to overtime payments as a consequence of such work will be given, at the option of the Board, one and one-half (1½) compensatory days or paid one and one-half (1½) times their basic hourly rate of pay for the hours worked on such holiday in addition to their regular pay for the hours worked. No overtime pay will be given in addition to the holiday premium pay.

If a holiday occurs on a day that a regular, full-time employee (thirty-seven and one-half [37.5] hours or more per week) is not scheduled to work because of the particular requirements of their department, such employee will be allowed a compensatory day off which should be taken in the pay period in which the holiday occurs or in the immediate pay period following said holiday, with the exception of the holidays which are accumulated for use during the Winter Break.

## **8.3 Charging of Absence Time**

The charging of absence time for purposes of holidays for a full-time employee shall be treated as if the employee worked the same number of hours each workday. The charging of absence time for a part-time employee will be in accordance with their established work schedule.

A paid holiday occurring during an employee's scheduled vacation or authorized sick leave will not be charged to accrued leave.

# **ARTICLE IX. VACATION LEAVE**

## **9.1 Rate of Earning**

A regular full-time employee or a regular part-time employee working nineteen (19) hours or more per week will receive the following vacation leave

allowance:

A. Non-Exempt Professional/Technical Employees

1. First (1<sup>st</sup>) through fourth (4<sup>th</sup>) year of continuous service: ten (10) working days a year.
2. Fifth (5<sup>th</sup>) through ninth (9<sup>th</sup>) year of continuous service: fifteen (15) working days a year.
3. Ten (10) years and more of continuous service twenty (20) days.

B. Exempt Professional/Technical Employees

1. First (1<sup>st</sup>) through fourth (4<sup>th</sup>) year of continuous service: fifteen (15) working days a year.
2. Fifth (5<sup>th</sup>) through ninth (9<sup>th</sup>) year of continuous service: twenty (20) working days a year.
3. Tenth (10<sup>th</sup>) through fourteenth (14<sup>th</sup>) years of continuous service: twenty-one (21) working days a year.
4. Fifteenth (15<sup>th</sup>) through seventeenth (17<sup>th</sup>) years of continuous service: twenty-two (22) working days a year
5. Eighteen (18) or more years of continuous service: twenty-three (23) working days a year

Vacation leave will be prorated for part-time employees based on the hours worked.

**9.2 Rate of Accumulation**

Vacation leave will begin accruing on an employee's first day of employment.

Vacation leave will be prorated for employees who work less than twelve (12) months per year or less than five (5) days per week. Regular part-time employees will accumulate vacation leave on the basis of hours worked.

Total vacation accumulation which is allowed to be carried over from one (1) year to the next includes the current year's earned vacation plus one (1) week, if unused from the previous year. Any excess leave will be forfeited on July 1 of each year. For record keeping purposes, leave will be calculated from July 1 to June 30.

**9.3 Use of Vacation**

- A. Employees are encouraged to use vacation leave during work periods when the work load could reasonably be expected to be lighter. A minimum of five (5) consecutive working days must be taken each year.
- B. Vacation leave can be taken only to the extent it is actually earned.
- C. Vacation leave will be charged on a working day basis. The charging of absence time for the purposes of vacation for a full-time employee shall be treated as if the employee worked the same number of hours each workday and must be taken in quarter hour (15 minute) increments. The charging of absence time for a part-time employee will be in accordance with their established work schedule.
- D. Vacation leave may be taken in quarter hour (15 minute) increments.
- E. Vacation leave must be recorded on the employee's payroll report.
- F. An introductory employee will accumulate vacation leave during the introductory period. Vacation leave may be used as it is earned. Vacation leave, however, will not be paid if the introductory period is not completed.
- G. Vacation leave will not accumulate while an employee is on a leave of absence, short-term disability, or long-term disability.
- H. An employee absent the working day before or following a vacation period will be requested to submit an acceptable written reason for the absence with their payroll time report or absence report form along with the specific approval of their supervisor to be absent for the day or days in question. Failure to provide such evidence will result in loss of pay for the day or days of absence.

**9.4 Vacation Leave Schedule**

Vacation leave must be approved by the immediate supervisor. Time preference may be based on seniority if the vacation request is submitted before the schedule is established. During vacation periods, work assignments will be shared by the staff where possible.

**9.5 Vacation Leave at Termination**

Upon termination of employment, unused earned vacation time will be paid at the employee's current salary rate. Vacation leave will be prorated to the nearest half day.

**ARTICLE X. SICK LEAVE**

**10.1 Rate of Accumulation**

A regular full-time employee or a regular part-time employee working nineteen

(19) hours a week or more is entitled to sick leave earned at the rate of one and one-quarter (1¼) days per month, which may accumulate to an unlimited number of days. Sick leave will be prorated for part-time employees based on the hours worked.

All personal business days which are unused at the end each fiscal year shall be added to the employee's accumulated "Unused Personal Business to Sick" Leave balance. These days cannot be reported to SURS for extra service credit purposes when the employee leaves the College.

Sick leave will not accumulate while an employee is on a leave of absence, short-term disability or long-term disability.

## **10.2 Use of Sick Leave**

- A. Sick leave can be taken only to the extent that it is actually earned.
- B. Sick leave must be reported on the employee's payroll report. The charging of absence time for the purposes of sick leave for a full-time employee shall be treated as if the employee worked the same number of hours each workday and may be taken in quarter hour (15 minute) increments. The charging of absence time for a part-time employee will be in accordance with their established work schedule.
- C. For an illness of more than five (5) consecutive working days, a certificate from the employee's doctor may be requested to verify an illness or to ensure that the employee was recovered sufficiently to return to work.
- D. Sick leave can be used only in case of personal illness, quarantine, or illness or medical emergency in the employee's immediate family. The use of sick leave for illness or medical emergency in the immediate family shall be limited to a maximum of five working days. A supervisor may authorize up to an additional five (5) working days of paid sick leave for a medical emergency of extenuating circumstances in the immediate family with the approval of the Chief Human Resources Officer. Employee's immediate family is defined as the employee's parents, spouse, children, grandchildren, grandparents or parents-in-law. Appointments with doctors or dentists should be scheduled on Saturdays or during the first or last hour of the workday if possible. Beginning in July 2020, requests for absences for doctors or dentists' appointments that are received in advance (where possible) and approved may be taken in hourly-increments.
- E. An employee must call/email their supervisor promptly on the first day of a short-term illness or accident, except in an emergency when the employee is unable to call/email, and every day thereafter. An employee who is hospitalized or convalescing at home for a period of sickness or following an accident shall not be required to call/email

each day, but must personally report to their supervisor by telephone or other form of communication at least once each week. If the supervisor is not available, the employee may leave an absence report notification with the supervisor's office clerical staff.

All calls/emails should be placed to the supervisor no later than one (1) hour after the start of the scheduled workday. If the absence report call/email is not made within that period of time, the employee will have violated the notification procedure. Violation of the notification procedure is subject to disciplinary action up to and including termination of employment.

The College reserves the right to have an employee see a physician of the College's choice in order to determine whether the employee may be entitled to benefits.

- F. In the case of extended illness, unused vacation time and personal business days must be taken before applying for short-term or long-term disability.
- G. Sick leave will not be paid during the terminal leave period (the last two [2] weeks of employment) without the approval of the immediate supervisor and the Chief Human Resources Officer.
- H. Unused accumulated sick leave will not be paid upon termination of employment.

### **10.3 Sick Leave Bank**

- A. The purpose of the Sick Leave Bank is to aid Harper College Professional-Technical members, who are experiencing serious medical hardship or an extended illness and who have exhausted all paid leave, by providing them temporary salary and benefit continuation. The intent of the bank is to provide extended sick leave to those members who incur a period of prolonged illness or hospitalization. This does not apply to the prolonged illness of family members. The benefit can only be used for current needs and not to pay someone retroactively.

Members may donate personal business days, sick leave and vacation hours that are not used through the end of the fiscal year.

The recipient is a Union member who is eligible to accrue leave and has exhausted all paid leave and has met the definition of a "serious medical hardship or extended illness or injury." The leave must be used for the serious illness or injury of the employee and may not be used for an employee's spouse, child or other family member. The Professional-Technical staff member must also meet the eligibility

definitions of the Family Medical Leave Act (FMLA). Staff members are ineligible to use this policy if they are receiving or have applied for Workers' Compensation Benefits or they are receiving payments through Harper's short-term or long-term disability policy.

The maximum number of days that an employee may receive from the bank is 40 working days per year. The amount of pay received will be based on the receiving employee's base salary. All monies received will incur appropriate taxes and other required deductions.

If more than one eligible member is approved to receive days from the bank, a pro-rated amount of the total remaining days available in the bank will be given to each, not to exceed forty (40) days each.

**B. Definitions**

Serious medical hardship or extended illnesses or injury includes conditions which severely impact the health of the staff member and require absence from work. These conditions must also meet the eligibility conditions for the Family and Medical Leave Act (FMLA).

To be eligible, employees must have completed one year of continuous service at the College. Absences due to injuries incurred in the course of committing a felony are not eligible.

**C. Sick Leave Request Process**

The Executive Committee will determine the number of days, which may be granted to an individual Sick Leave Bank member upon the member's request and validation from Human Resources of the individual's eligibility. The Executive Committee may or may not grant days requested from the Sick Leave Bank. If no days are available in the bank, no funds will be available to be paid. To obtain days from the Sick Leave Bank, the requesting employee must complete a written request form and send it to the Executive Committee. Sick leave may not be requested from the Sick Leave Bank without authorization of the individual's FMLA status, which must be validated by Human Resources.

Paperwork for planned absences must be completed and submitted ten (10) days prior to the anticipated use of sick leave bank. In unforeseen circumstances or emergencies, the member shall submit their request as soon as possible. Every attempt will be made to provide Human Resources with the approval so that no payroll deduction will need to take place.

Human Resources will administer the donated time and pay the recipient based on the current payroll schedule.



The college will follow all HIPAA laws and regulations at all times.

**D. Donation of Leave Process**

Upon receipt of individually signed "donation approval forms" from the Executive Committee by June 1, Human Resources will relocate all individual unused personal leave hours to the Sick Leave Bank after June 30 of each year.

**ARTICLE XI. LEAVES**

**11.1 Personal Business Leave**

A regular employee working thirty (30) or more hours a week shall be granted three (3) non-cumulative days of personal business leave with pay to be used each year if the employee cannot attend to necessary personal business on their own time. Personal business days are calculated on a fiscal year basis (July 1 to June 30). Personal business leave may be taken in quarter hour (15 Minute) increments.

An employee wishing to be excused for personal business leave must have the advance approval of their supervisor except in the instance of an emergency when such approval shall be sought as soon as possible.

Personal business leave will not be allowed the day before or after a holiday, vacation, or sick leave day, or during the new hire introductory period, except in an emergency which shall be fully explained, or for observance of a recognized religious holiday of the employee's faith, or during the last two (2) weeks of employment.

Personal business days which are unused each year shall be added to the employee's accumulated "Unused Personal Business to Sick" leave balance. These days cannot be reported to SURS for extra service credit purposes when the employee leaves the College.

**11.2 Bereavement Leave**

Provided the days fall on the employee's regularly scheduled workdays, a leave with pay up to five (5) consecutive workdays may be granted in the event of the death of:

- Spouse or domestic partner
- Child (or any child that the employee is acting *in loco parentis*)
- Parent (step parent, adoptive parent, foster parent or parent in-law)

Provided the days fall on the employee's regularly scheduled workdays, a leave with pay up to three (3) consecutive workdays may be granted in the event of the death of:

- Sibling (step sibling, adoptive sibling, or foster sibling)
- Aunt and uncle
- Nephew and niece
- Grandchildren

- Grandparents
- Current in-laws (son/daughter, brother/sister)

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In the event that additional time is needed or the relationship to the deceased is not covered above, the employee may use personal business days and/or vacation days (in that order) to extend the absence as approved by the supervisor. Personal business and vacation days may only be used to the extent they have been accrued. Additional unpaid time off may be granted under supervisor discretion. Proof of death may be requested by the College.

**11.3 Jury Duty Leave**

An employee who is subpoenaed as a witness in a criminal proceeding or is summoned and reports for jury duty shall be granted leave to fulfill such duty. The College shall compensate the employee, who is required to serve as a juror or such witness during a working day on which they otherwise would have been scheduled to work, for their regular salary during such a period of leave. The employee shall present proof of such service to their Supervisor and may retain the jury duty/witness fees and expense reimbursement.

**11.4 Religious Leave**

A member of the bargaining unit may utilize up to three (3) days without loss of pay or deduction of personal leave to observe recognized religious holidays of their faith if such observance reasonably required such leave. Notice of intention to utilize such leave, which must identify the religious holiday, shall be given in writing to the immediate supervisor at least fifteen (15) calendar days in advance.

**11.5 Reserve Duty Leave**

A regular full-time employee who is a member of an armed forces Reserve or National Guard unit, when called for summer camp, will be granted unpaid leave up to fifteen (15) calendar days to fulfill such duty. If the unit is called for special duty, up to thirty (30) calendar days will be granted, which period may be extended by the Board, provided such extension shall be non-precedential and in the sole discretion of the Board. The employee shall present proof of compensation received for reserve duty and the College will compensate the employee for the difference in base pay during such a period of absence.

**11.6 Time Off for Voting**

An employee covered by this Agreement who works seven and one-half (7½) hours on a scheduled Election Day and is eligible to vote may be guaranteed up to two (2) consecutive hours to vote in general elections.

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In such cases where there is not a two (2) hour window before or after an employee's scheduled work shift within which they may have time to vote and, thus, an absence during a shift is necessary to provide the employee with

sufficient time to do so, a two (2) hour paid-absence for voting may be provided when the polls are open.

The request must be approved by the supervisor in advance and the College may specify the two (2) hours which an employee may be absent from work to vote.

**11.7 Short-Term Leave**

A short-term leave of absence without pay may be granted for an aggregate period not to exceed ten (10) working days for each twelve (12) months of continuous employment, up to a maximum of thirty (30) working days. A request for such leave must be in writing to the appropriate dean/director. A short-term leave of absence without pay shall not result in loss of seniority or accrued sick leave. The Board may elect to pay any accrued vacation leave prior to a short-term leave in excess of ten (10) working days.

Good and sufficient reason for the request must be shown, and individual cases will be decided on their own merit. An employee granted a leave of absence not exceeding thirty (30) working days shall, upon return from the leave, be reinstated in their original position.

**11.8 Long-Term Leave**

A long-term leave of absence for a period of up to one (1) calendar year without pay may be granted at the sole discretion of the College President or designee. A request for such leave must be in writing. Good and sufficient reason for the request must be shown and individual cases will be decided on their own merit.

While on such leave, an employee shall be allowed to participate in the College group health, dental and life insurance programs provided the employee shall make timely advance payments of the full cost due for such insurance to the designated College office. Upon indication that the employee wishes to return, the employee shall be reinstated in the same or like position, if such a position becomes available within ninety (90) calendar days from termination of the leave.

**11.9 Parental Leave**

The member must choose either one (1) year no pay or Paid Parental Leave for the leave of absence.

- A. A regular full-time employee who has completed one (1) year of full-time service to the College shall be eligible for a parental leave of absence, without pay or other benefits except for those benefits specifically identified in this Article, for up to one (1) year. The time period of the leave shall commence with or include the date of delivery of the baby. This section shall also apply to the adoption of a child under fourteen (14) years of age. Such leave will entitle the employee

to reinstatement, without loss of seniority or accrued sick leave, to the same or like position at the termination of the leave. If no position is available at the termination of the leave, the provisions of Article V, Section 5.6 concerning reinstatement shall apply.

A request for a parental leave of absence should normally be submitted in writing to the appropriate Executive Council member or designee at least four (4) months prior to the start of the leave. If desired, the employee may continue group health, dental and life insurance coverage provided that the employee pays the full cost of such participation to the College at the beginning of each month.

Sick leave shall not be applicable during the period of parental leave, except as eligible under the Family Medical Leave Act. Any accumulated sick leave available at the commencement of the leave, except as taken under the Family Medical Leave Act, shall be available to the employee upon return to employment at the College.

- B. Paid Parental Leave Proposal Eligibility. Bargaining unit members eligible for FMLA shall also be eligible for paid parental leave. A bargaining unit member is FMLA leave eligible if they have been employed by the Board for at least twelve (12) months and have worked a minimum of 1500 hours during the 12-month period prior to the leave. Eligible bargaining unit members will receive the following paid parental leaves:
1. Up to four (4) weeks paid parental leave to a birth parent to recover from a delivery.
  2. Up to two (2) weeks paid parental leave for the birth of a child or children to a spouse or partner of the birth parent; or
  3. Up to two (2) weeks paid parental leave for the adoption of a child or children by the bargaining unit member or the spouse or partner of the employee.
- B. For any additional nonmedical parental leave, a bargaining unit member may elect to combine other earned paid time off, including vacation, sick, or personal days with parental leave to achieve the maximum amount of paid time off from work while taking FMLA leave. FMLA leave time runs concurrently with any paid leave benefits, including parental leave. The concurrent use of paid parental leave and FMLA leave will decrease, in whole or in part, the amount of FMLA leave available to an Eligible Bargaining Unit Member.
- C. Requesting paid parental leave. Eligible bargaining unit members must submit a completed Leave Request Form, requesting FMLA leave, to Human Resources. To the extent the 30-day notice is not possible, the bargaining unit member must submit a Leave Request

Form to the Human Resource as soon as possible.

1. Bargaining unit members requesting paid parental leave must also submit FMLA Medical Certification indicating the expected delivery date. If an unforeseen medical condition requires a bargaining unit member to stop working prior to the originally anticipated start date of the leave, the bargaining unit member must provide as much advanced notice as reasonably possible to the Human Resources by submitting medical verification of the need to start the leave early.
2. Non-birth parent bargaining unit members requesting paid parental leave must also submit proof of marriage, civil union or civil union (as recognized by State statute) at least thirty (30) days in advance of the leave and FMLA Medical Certification confirming the pregnancy of their spouse or civil union partner or a birth certificate within sixty (60) days of taking the leave. To the extent the 30-day notice is not possible, the bargaining unit member must submit a Leave Request Form to the Human Resource as soon as possible.
3. Bargaining unit members requesting paid adoption leave must also submit either certification from an adoption agency confirming that the bargaining unit member, or the bargaining unit members spouse or civil union partner (along with proof of the spousal or civil union), has been matched by the agency with a child or children; or a birth certificate within sixty (60) days of taking the leave confirming that the bargaining unit member or the bargaining unit members spouse or civil union partner (along with proof of the spousal or civil union), is the adoptive parent.

#### **11.10 Elder Care**

Bargaining unit members eligible for FMLA shall also be eligible for paid elder care leave. A bargaining unit member is FMLA leave eligible if they have been employed by the Board for at least twelve (12) months and have worked a minimum of 1500 hours during the 12-month period prior to the leave. Eligible bargaining unit members will receive the following paid elder care leave:

- A. Eligible unit members will receive the following paid elder care leave:
  - Up to four (4) weeks paid elder care leave
- B. Requesting paid elder care leave. Eligible bargaining unit members must submit a completed Leave Request Form, requesting FMLA leave, to Human Resources. To the extent the 30-day notice is not possible, the bargaining unit member must submit a Leave Request Form to the Human Resource as soon as possible.
- C. Bargaining unit members requesting paid elder leave must also submit FMLA Medical Certification

**11.11 Non-Precedential Effect of Leaves**

Any leave of absence herein which by its terms is not mandatory may be within the sole discretion of the College President or the appropriate administrator. The granting or denial of such leave shall be non-precedential with respect to any other application for such leave, provided such granting or denial shall not be based upon any factor deemed discriminatory herein.

**11.12 Unemployment Compensation**

As a condition precedent to all leaves of absence, each employee agrees to waive any claim of whatsoever nature for unemployment compensation during the period of such leave.

**11.13 Family Medical Leave Act**

During the time period that an employee is eligible for benefits under the Family Medical Leave Act, group health, dental, life and accidental death and dismemberment insurance benefits shall be maintained under the same conditions as if the employee were actively employed.

**ARTICLE XII. INSURANCE PROGRAMS**

**12.1 Eligibility**

A regular full-time employee or regular part-time employee working thirty (30) or more hours a week is entitled to participate in the College medical insurance program subject to an initial waiting period of thirty (30) calendar days after becoming eligible to so participate. This eligibility terminates on the last day of employment with the College, subject to the extended health insurance coverage of COBRA.

**12.2 Life**

The Board shall provide group term life insurance equal to two (2) times the annual salary, rounded off to the next \$1,000 for each eligible employee, but not to exceed \$120,000.

**12.3 Accidental Death and Dismemberment**

The Board shall provide accidental death and dismemberment insurance equal to two (2) times the annual salary, rounded off to the next \$1,000 for each eligible employee, but not to exceed \$120,000.

**12.4 Health/Major Medical and Dental**

The health/major medical and dental insurance plans, rates and employee-employer contributions in force shall follow what has been approved by the Board of Trustees for its other employee groups, consistent with Article 12.9. When multiple healthcare plan options are available to the College's other employee groups, members may select from those individual plan options and corresponding plan premium rates that best fit their interest.

**12.5 Short-Term Disability**

After the expiration of all accrued sick and vacation time, or seven (7) calendar days, whichever is greater, an employee is eligible for illness or disability coverage at no additional cost. Benefit payments shall equal approximately sixty percent (60%) of the normal weekly salary up to a maximum payment of forty-five hundred dollars (\$4,500) per month. The benefit period shall extend for a maximum of twenty-six (26) weeks from inception of the illness or disability. Appropriate medical certifications of disability will be required by the insurance carrier.

During the period of time an employee is receiving short-term disability, the College will continue to provide, at no additional cost to the employee, their medical and dental insurance. Dependent coverage, while the employee is on short-term disability, will be paid by the College in the same proportion as if the employee were actively at work. The employee will still be responsible for paying their share of dependent insurance coverage on a timely basis to the College.

**12.6 Long-Term Disability**

The Board shall pay the premium to provide a monthly benefit of sixty percent (60%) of salary, not to exceed forty-five hundred dollars (\$4,500) per month for long-term disability insurance for eligible employees.

**12.7 Nature of Benefits**

The nature of the benefits shall be governed by the terms of the applicable group policy and the rules and regulations of the carrier. If an employee elects any dependent coverage, all premiums due which are not covered by the Board shall be deducted from the paycheck of the employee.

**12.8 Insurance Committee**

A standing committee exists for the purpose of evaluating existing health/major medical/dental insurance programs and making recommendations to the Board of Trustees, when necessary. The committee is composed of an equal number of faculty members and members appointed by the President. Other recognized employee groups at the College may each appoint an individual non-voting member of the committee as a representative. The Union may appoint one employee to represent the Union as liaison to the committee.

**12.9 Fiscal Year**

As used in this Article (Article XII only, the term "plan year" shall mean the twelve (12) calendar months commencing January 1.

**12.10 Salary Reduction Program**

The Board shall make available to members an IRS Section 125 salary reduction program for insurance premiums, and eligible non-reimbursed medical and dependent care expenses. The maximum reimbursement for

non-reimbursed medical expenses shall be twenty-five hundred dollars (\$2,500) and the maximum reimbursement for non-reimbursed dependent care shall be five thousand dollars (\$5,000).

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**12.11 Workers' Compensation**

In accordance with the Workers' Compensation Act, an employee who is injured during working hours at Harper College and who meets the provisions of the Act is eligible to receive payment for medical expenses and partial salary compensation. An employee who is injured at the College during working hours must immediately report the accident to their supervisor and obtain immediate first aid from the Health Services Department.

If unable to perform normal duties, the employee must secure a statement from their physician in order to become eligible to begin receiving Workers' Compensation benefits. In order to continue receiving Workers' Compensation benefits, the employee must continue to provide the College with proper documentation from their physician.

An employee receiving Workers' Compensation disability benefits shall receive full pay for a work absence arising from an injury incurred while in the course of employment without deduction from accumulated sick leave, for the first thirty (30) calendar days of such absence. The amount paid by the College shall be the difference between the sums paid to the employee under the College Income Protection Plan, State Universities Retirement System benefits, and/or Workers' Compensation disability payments and the employee's full regular wages. This amount will be paid in a lump sum at the end of the thirty-day (30 day) period or the end of the disability, whichever occurs first.

**12.12 Permanent Disability**

An employee who has exhausted accumulated sick leave and continues to be unable to perform their duties, whether or not receiving Workers' Compensation, and whose illness or disability has continued for one hundred twenty (120) or more workdays, whether continuous or intermittent, may be determined by the Board of Trustees as unavailable for employment, subject to any applicable ADA accommodation obligations as determined by the College. If the employee is able to return to work within one year, the provisions of Article V, Section 5.6 concerning reinstatement shall apply.

**12.13 Extended Medical/Dental Insurance**

The Board shall provide a terminated employee the option to purchase extended medical/dental insurance benefits in accordance with federal legislation (COBRA), for them, their spouse and eligible dependents whose coverage would otherwise have been terminated.

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**12.14 Summer Insurance Premiums**

An employee eligible for medical insurance coverage who works thirty (30)



hours per week for at least forty (40) weeks per fiscal year shall be eligible to receive the College medical insurance contribution during the time they are not scheduled to work during the summer break.

**ARTICLE XIII. SALARY**

**13.1 Salary Ranges**

The salary ranges for employees covered under this Agreement shall be as set forth in Appendix "B" for 2023-2024, Appendix "C" for 2024-2025, Appendix "D" for 2025-2026 and Appendix "E" for 2026-2027.

The salary ranges shall be increased by 4.4 percent (4.4%) for 2023- 2024, 4.0 percent (4.0%) for 2024-2025, 4.0 percent (4.0%) for 2025-2026 and 4.0 percent (4.0%) for 2026-2027.

**13.2 Salary Adjustment for 2023-2024**

The salary increase for 2023-2024 shall become effective with the first full pay period in July 2023 for an employee hired prior to April 1, 2023 and shall be 4.4 percent (4.4%) of base salary up to the maximum of each employee's salary range.

**13.3 Salary Adjustment for 2024-2025**

The salary increase for 2024-2025 shall become effective with the first full pay period in July 2024 for an employee hired prior to April 1, 2024 and shall be 4.0 percent (4.0%) of base salary up to the maximum of each employee's salary range.

**13.4 Salary Adjustment for 2025-2026**

The salary increase for 2025-2026 shall become effective with the first full pay period in July 2025 for an employee hired prior to April 1, 2025 and shall be 4.0 percent (4.0%) of base salary up to the maximum of each employee's salary range.

**13.5 Salary Adjustment for 2026-2027**

The salary increase for 2026-2027 shall become effective with the first full pay period in July 2026 for an employee hired prior to April 1, 2026 and shall be 4.0 percent (4.0%) of base salary up to the maximum of each employee's salary range.

**13.6 Professional Development Activities**

If the following conditions are met, professional development activities will be eligible for an increase to the base salary up to the maximum of an employee's salary range, upon successful completion of their initial Introductory Period. Official college transcripts or certification documents must be submitted to the Human Resources Department prior to final approval and for inclusion in the employee's personnel file. A salary adjustment for an employee who works less than twelve (12) months per year or less than five (5) days per week will be prorated in the same

proportion as their scheduled time worked bears to the normal full-time work schedule. These professional development activities must be pre-approved by the appropriate President's Cabinet member.

- A. **Doctoral Degree Attainment:** An employee who earns an accredited doctoral degree, while employed at Harper, in a field related to their position and whose official HR job description states a doctoral degree is preferred, shall receive a \$2,000 increase to their base salary.
- B. **Master Degree Attainment:** An employee who earns an accredited master's degree, while employed at Harper, in a field related to their position and whose official HR job description states a master's degree is preferred, shall receive a \$1,000 increase to their base salary.
- C. **Bachelor Degree Attainment:** An employee who earns an accredited bachelor's degree, while employed at Harper, in a field related to their position and whose official HR job description states a bachelor's degree is preferred, shall receive a \$500 increase to their base salary.
- D. **Certification Attainment:** An employee who earns job relevant certifications comparable to the attainment of a bachelor's degree (120 credit hours), while employed at Harper, shall receive a \$500 increase to their base salary.

The following calculations will be applied for a comparable bachelor's degree:

- 1. **Continuing Education course:** approved continuing education courses will equate to one-third (1/3) of the CEU earned. [CEU earned/3 = credit hours earned]
- 2. **Non-credit courses:** approved non-credit courses will equate to one (1) credit hour for each thirty (30) clock hours of instruction. [clock or contact hours/30 = credit hours earned]

### **13.7 Promotion Increase**

An employee selected for promotion, within the unit, to a position with a higher salary range shall receive a minimum salary increase of nine percent (9%) for a one salary level change. For a multiple salary level change, an employee shall receive a minimum salary increase of nine percent (9%) plus three percent (3%) for each salary level change beyond the first level or the minimum of the new salary range, whichever is greater.

### **13.8 Reclassification Increase**

An employee selected for reclassification, within the unit, to a position with a higher salary range shall receive a minimum salary increase of nine percent

(9%) for a one salary level change. For a multiple salary level change, an employee shall receive a minimum salary increase of nine percent (9%) plus three percent (3%) for each salary level change beyond the first level or the minimum of the new salary range, whichever is greater. Any reclassification salary increase will be retroactive to January 1 of the current fiscal year. Employees receiving a reclassification increase will not be eligible for a general increase within the same year.

### **13.9 Reclassification Procedure**

If an employee feels that their job classification may no longer be correct due to significant changes in the job duties and/or responsibilities of the position, the employee may obtain a position classification study from the Human Resources Department, complete it and submit the request to their immediate supervisor. The written request shall include the reason(s) for the job evaluation study and detail the significant changes in the job duties and/or responsibilities.

The immediate supervisor shall review the request and forward it to the department dean/director who shall review the request and respond to the employee within twenty (20) working days.

If the dean/director agrees with the changes in the job duties and responsibilities of the position, they shall forward a request, no later than November 1, to the Human Resources Department for a job description questionnaire for the employee to complete.

If the immediate supervisor or the dean/director does not agree with the changes in the job duties and responsibilities of the position, the employee has the option to review the request with the next level of supervision and receive an answer finalizing the job duties and responsibilities within ten (10) working days.

The two (2) completed forms shall be returned to the immediate supervisor and they shall review the responses to determine that the responses accurately represent the duties and responsibilities of the position and forward the forms to the department dean/director for review. Any discrepancies shall be reviewed with the employee, corrected, and agreed to prior to forwarding the completed forms to the Human Resources Department for evaluation. The completed forms must be received by the Human Resources Department between January 15 and February 15 of each year.

Based on the results of the evaluation, a determination will be made as to whether there have been significant changes in job duties and/or responsibilities to result in a change in level. The result of the evaluation will be sent to the dean/director by March 15 for discussion with the employee.

Should the employee disagree with the evaluation decision, the employee may appeal the decision and submit their rationale for the appeal to a review

panel consisting of two (2) administrators appointed by the College President and two (2) professional/technical employees appointed by the Union. The appeal must be received by the Human Resources Department by April 1. The panel shall review the evaluation and issue a final decision by May 1. The decision of the panel shall be non-precedential.

**13.10 Job Classification Elimination/Merger**

The Board shall notify and discuss with the Union the effects of the elimination or merger of any job classification under this Agreement.

**13.11 Account Executive**

In the self-funded positions of Account Executive – Harper College for Business, the introductory period may be extended under Article 5.5 for an additional six (6) months to twelve (12) months. However, employees may use paid time off (vacation and personal business days) after the first six-month period.

Pre-determined sales goals will be the primary factor in measuring successful employee performance in these positions. Individual performance against these pre-determined goals will be reviewed on a quarterly basis. Additionally, the disciplinary sequence may be shortened if the employee does not meet the pre-determined sales goals or it may be reasonably determined by the College that the sales goals for a quarter or the year will not be met.

Furthermore, it is agreed that any incentive compensation program for the Account Executive position, above the negotiated salary increase, shall not be a subject of collective bargaining.

**ARTICLE XIV. PROFESSIONAL EXPENSE BENEFITS**

**14.1 Tuition and Other Professional Expenses**

A regular employee who works thirty (30) or more hours a week shall be allowed a professional expense benefit not to exceed the following schedule of qualified expenses for each fiscal year of the agreement:

2023-2024	\$1,225
2024-2025	\$1,250
2025-2026	\$1,275
2026-2027	\$1,300

Professional expense benefits for employees hired after July 1 shall be prorated according to the employee's date of hire.

Union members may receive aggregated professional development benefits up to three (3) times from other union members.

**A. Tuition**

An employee shall receive reimbursement for educational courses taken

outside of the College and for other approved educational expenses for professional development activities approved in advance by the appropriate Executive Council member or designee. All payments will be made upon submission of the appropriate online reimbursement form and evidence indicating successful completion of the educational activity. When approved study is available only at institutions where tuition rates exceed the limit, supplemental grants may be made if specifically authorized by the appropriate Executive Council member or designee. Any such approval shall be non- precedential.

An employee may assign up to one hundred percent (100%) of their tuition/professional expense benefit to another professional/technical employee for approved items 1 through 8 of Article 14.1, Section 2. The assignment must be in writing and pre-approved by the appropriate Executive Council member or designee. The aggregation from one or more employees shall not exceed more than three times the total of the allotted amount.

<u>2023-2024</u>	<u>\$3675</u>
<u>2024-2025</u>	<u>\$3750</u>
<u>2025-2026</u>	<u>\$3825</u>
<u>2026-2027</u>	<u>\$3900</u>

Any such approval shall be non-precedential.

**B. Other Professional Expenses**

Professional expenses may also be used for the following:

1. Membership fees and incidental expenses related to professional organizations as approved by the immediate supervisor and the appropriate Executive Council member or designee.
2. Subscriptions to professional journals, books and periodicals.
3. Licensing fees and certification fees for associations and agencies.
4. Registration and laboratory fees for courses, conferences, conventions and seminars.
5. Travel to approved meetings and conferences, exclusive of any supplemental travel funds institutionally budgeted. An employee shall be eligible to request a travel advance in accordance with the procedure as established in the Administrative Services Procedure Manual.
6. Typing and printing costs of thesis or dissertation, if an advanced degree is required or preferred by the employees' position description.
7. Membership fees for the Harper College Health and Recreation Center

### **C. Part-Time Employee Tuition/Professional Expense**

Part Time employees who work a minimum of 19 hours per week up to 29 hours per week will be eligible for professional development expense reimbursement based on the scale as it applies to the full time employees and prorated based on their full time equivalency (FTE).

Example: Employee A (regular) works 25 hours per week (.625 FTE) and in year 2023-2024 the members are eligible for up to \$1225 in professional development reimbursement. The FTE times the annual benefit equals \$765. This amount (\$765) would be the annual allotment for the professional development reimbursement.

All disbursements for professional expense benefits must be work related, pre-approved by the employee's immediate dean/director and supported by appropriate evidence of payment. Pre-approvals for professional expenses must be completed by May 31. All vouchers for expenses incurred during the fiscal year must be submitted by May 31, except for pre-approved professional expenses incurred in June. Professional expenses incurred in June may be allotted to the following year.

**14.2 Tuition Waiver**

Each regular employee who works thirty (30) or more hours a week, their spouse and dependent child twenty-four (24) years of age and under shall have the right to enroll in credit courses offered at the College without tuition charge.

Each regular part-time employee who works nineteen (19) hours a week or more, but less than thirty (30) hours a week will have the right to enroll in two (2) course offerings each semester. This benefit is limited to the employee only.

The participation of such employee in any continuing education offering shall be at 100% waiver. Dependent child participation in INZONE program shall be eligible for an 80% tuition waiver.

All customary laboratory or additional fees will be paid by the employee or member of the family.

Courses may be taken before or after normal working hours. However, employees may be allowed to take a course offered during their lunch period with the prior approval of their supervisor. If additional time beyond the lunch period is required to attend the course, such time must be made up that same day.

**ARTICLE XV. RETIREMENT**

**15.1 Tax-Sheltered Annuity**

Voluntary employee salary reductions for Internal Revenue Code Section 403(b) tax-sheltered annuities and 457(b) deferred compensation shall be available to all employees covered by this Agreement. Contracts shall be arranged individually through the Office of the Executive Vice President of Financial and Administrative Services or designee, subject to reasonable regulation by the Board.

**15.2 Board Payment to Retirement System (SURS)**

The Board shall deduct from the salary of each eligible employee a sum equal to the required retirement contribution, each pay period, to be paid to the Illinois State Universities Retirement System, for the retirement account of such employee.

**15.3 Retirement Benefit**

During the term of this agreement, an employee with fifteen (15) or more years of service as defined in Section 15.4 of this Agreement, who gives notice of retirement at least twenty four months prior to retirement, shall not be subject to the salary range cap provision for the last two fiscal years of employment, unless the employee's annual earnings increases for either of the two previous fiscal years prior to the employee's retirement notice exceeds the SURS "Six-percent (6%) Limit" in any of the previous two fiscal years prior to

providing notice. For the employee's final two fiscal years of employment, the employee will receive the percentage salary increase provided in salary Article 13.2, 13.3, added to their base salary. At the time of notice, employees will be required to meet with Human Resources to assess future assignments and their impact on earnings to ensure that the employee's earnings for the final two fiscal years do not result in a SURS penalty payment. Employees who do not meet these requirements will not be eligible for the full benefit.

An employee with fifteen (15) or more years of service as defined in Section 15.4 of this Agreement, who gives notice of retirement at least twelve months prior to retirement, shall not be subject to the salary range cap provision for the last fiscal year of employment, unless the employee's annual earnings increases for any of the three previous fiscal years prior to the employee's retirement notice exceeds the SURS "Six-percent (6%) Limit" in any of the previous three fiscal years prior to providing notice. For the employee's final fiscal year of employment, the employee will receive the percentage salary increase provided in salary Article 13.2, 13.3, added to their base salary. At the time of notice, employees will be required to meet with Human Resources to assess future assignments and their impact on earnings to ensure that the employee's earnings for the final fiscal year does not result in a SURS penalty payment. Employees who do not meet these requirements will not be eligible for the full benefit.

**15.4 Retiree Tuition Waiver**

An employee who retires from Harper College and is receiving retirement benefits from the State Universities Retirement System shall be eligible to enroll themselves and eligible family members in credit course offerings under the current tuition waiver policy adopted by the Board of Trustees.

**ARTICLE XVII. PRECEDENCE OF AGREEMENT**

If there is any conflict between the written terms of this Agreement and written Board policies or written Board rules and regulation which from time to time may be in effect, the written terms of this Agreement shall be controlling.

If any provision or amendment of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable, except to the extent permitted by law. In such case all other provisions of this Agreement shall remain in effect.

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitments between the parties thereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.



**ARTICLE XVIII. TERM OF AGREEMENT**


This Agreement shall be effective on the date of its execution or as otherwise specifically indicated and shall continue in effect through midnight of June 30, 2027.

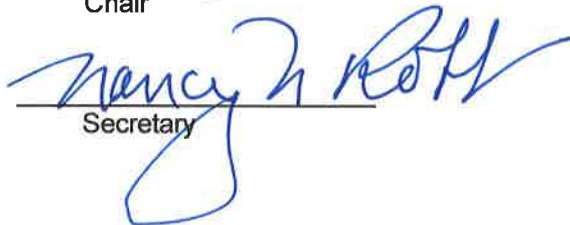
Agreed to, Signed and entered into this   13   day of December 2023.

**BOARD OF TRUSTEES**

**PROFESSIONAL/TECHNICAL UNION**

  
\_\_\_\_\_  
William Kelly  
Chair

  
\_\_\_\_\_  
Rick Kellerman  
President, Professional/Technical Union

  
\_\_\_\_\_  
Secretary

## APPENDIX "A"

Upon request by the Union, the College will provide a current list of members and positions within five (5) working days of the request.

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## APPENDIX "B"

### PROFESSIONAL/TECHNICAL - NON-EXEMPT SALARY RANGES 2023-24

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
8	44134	54730	65326
	22.63	28.06	33.50
9	47664	59109	70552
	24.44	30.31	36.19

### PROFESSIONAL/TECHNICAL - EXEMPT SALARY RANGES 2023-24

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
1	52162	65203	81502
	26.75	33.44	41.79
2	56857	71071	88839
	29.16	36.45	45.56
3	61975	77467	96833
	31.78	39.72	49.66
4	67551	84440	105549
	34.64	43.31	54.13
5	73631	92040	115050
	37.76	47.20	59.00
6	80260	100323	125405
	41.15	51.45	64.31
7	87483	109352	136692
	44.86	56.08	70.10
10	95356	119194	148994
	48.90	61.13	76.41

Base increase = 4.4%

Salary increase = 4.4%

**APPENDIX "C"**

**PROFESSIONAL/TECHNICAL - NON-EXEMPT  
SALARY RANGES 2024-25**

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
8	45899	56919	67939
	23.54	29.19	34.84
9	49570	61474	73375
	25.42	31.52	37.63

**PROFESSIONAL/TECHNICAL - EXEMPT  
SALARY RANGES 2024-25**

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
1	54249	67811	84762
	27.82	34.78	43.46
2	59132	73914	92393
	30.33	37.90	47.38
3	64454	80566	100706
	33.05	41.31	51.65
4	70253	87817	109771
	36.03	45.04	56.30
5	76576	95722	119652
	39.27	49.09	61.36
6	83470	104336	130421
	42.80	53.51	66.88
7	90982	113726	142159
	46.65	58.32	72.90
10	99171	123962	154954
	50.85	63.57	79.46

Base increase = 4.0%

Salary increase = 4.0%

**APPENDIX "D"**

**PROFESSIONAL/TECHNICAL - NON-EXEMPT  
SALARY RANGES 2025-26**

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LEVEL	MINIMUM	MIDPOINT	MAXIMUM
8	47735	59196	70657
	24.48	30.35	36.24
9	51553	63933	76310
	26.43	32.78	39.14

**PROFESSIONAL/TECHNICAL - EXEMPT  
SALARY RANGES 2025-26**

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
1	56419	70524	88153
	28.93	36.17	45.20
2	61497	76871	96088
	31.54	39.42	49.28
3	67032	83788	104735
	34.37	42.97	53.72
4	73063	91330	114162
	37.47	46.84	58.55
5	79640	99551	124438
	40.84	51.05	63.81
6	86809	108510	135638
	44.51	55.65	69.56
7	94622	118275	147846
	48.52	60.65	75.82
10	103138	128920	161152
	52.89	66.11	82.64

Base increase = 4.0%

Salary increase = 4.0%

**APPENDIX "E"**

**PROFESSIONAL/TECHNICAL - NON-EXEMPT  
SALARY RANGES 2026-27**

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
8	49645	61563	73483
	25.46	31.57	37.69
9	53615	66490	79362
	27.49	34.09	40.70

**PROFESSIONAL/TECHNICAL - EXEMPT  
SALARY RANGES 2026-27**

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
1	58676	73345	91679
	30.09	37.61	47.01
2	63957	79946	99932
	32.80	41.00	51.25
3	69713	87140	108924
	35.75	44.68	55.86
4	75986	94983	118729
	38.97	48.71	60.89
5	82825	103533	129415
	42.48	53.09	66.36
6	90281	112850	141064
	46.29	57.87	72.34
7	98406	123006	153760
	50.46	63.08	78.85
10	107263	134077	167598
	55.00	68.76	85.95

Base increase = 4.0%

Salary increase = 4.0%

