

2006/2010

AGREEMENT

BETWEEN

BOARD OF TRUSTEES

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

AND

WILLIAM RAINEY HARPER COLLEGE FACULTY SENATE

A CHAPTER OF

THE COOK COUNTY COLLEGE TEACHERS UNION

LOCAL 1600, AFT, AFL-CIO

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INTRODUCTORY PARAGRAPH

This Agreement is voluntarily entered into by and between the Board of Trustees of Community College District No. 512, County of Cook and the State of Illinois hereinafter referred to as the "Board," and the William Rainey Harper College Faculty Senate, a Chapter of the Cook County College Teachers Union, Local 1600, AFT, AFL-CIO, hereinafter referred to as the "Faculty Senate," or "Senate," as the exclusive collective bargaining agent for the faculty members in the bargaining unit as defined herein.

PREAMBLE

The Faculty Senate, having been designated bargaining representative of faculty members, and the Board and Senate having voluntarily 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 for an appropriate salary schedule, fringe benefits, and orderly and expeditious grievance procedure and certain conditions of employment of faculty members, all as set forth herein, the parties therefore agree to the following:

ARTICLE I. RECOGNITION

- A. The Board of Trustees of Community College District No. 512 recognizes the Faculty Senate, a chapter of the Cook County College Teachers Union, as the exclusive bargaining representative for all regularly employed full-time faculty members (including department chairpersons and coordinators), provided as used herein "faculty members" shall not include any classified staff, student aides, custodial, or any employee of the College who has administrative responsibilities (other than department chairpersons or coordinators) or who has the responsibility for making meaningful recommendations for the hiring, assignment, transfer, promotion, disciplining or dismissal of other employees. Administrative duties shall not be added to any position in the bargaining unit if such shall have the effect of removing such position from the bargaining unit without prior negotiation and agreement with the Senate.

Beginning with the 1991/92 academic year, all faculty members employed on a full-time basis at the College for two (2) consecutive semesters shall, no later than the beginning of the second semester, receive all benefits of this Agreement irrespective of the type of employment contract under which they were hired.

- B. As used herein, the term "faculty member" shall refer to those persons included in the bargaining unit described above.

ARTICLE II. UNION-BOARD RELATIONS

A. No Discrimination

The Board agrees not to interfere with the right of faculty members to become members of the Faculty Senate, and there shall be no discrimination against any faculty member because of such membership. The parties likewise acknowledge the right of any faculty member not to become a member of the Faculty Senate.

B. Use of Facilities and Equipment

The Senate 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 Senate 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 in no respect 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.

C. Information to the Faculty Senate

The Board shall make available public information necessary to the conduct of negotiations or processing of a grievance or for the enforcement of the terms of this Agreement. This shall include relevant financial statistics. Such material shall be provided within ten (10) working days, whenever possible, following a written request by the Senate President or designee. This section shall not be construed as requiring the Board to research or compile data.

D. Review of Forms

The language of any forms utilized to implement this Agreement shall conform to this Agreement. The Board shall make a reasonable effort to secure the concurrence of the Senate President as to the language of such forms prior to their introduction.

E. Bulletin Board and Mailboxes

The Senate shall be provided with reasonable bulletin board space for the posting of notices and materials relating to Senate activities. Such materials shall be identified with the name of the Senate 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 Senate or of AFT Local 1600). The Board shall permit the Senate to distribute official Senate materials to

faculty members through 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.

F. **Reassigned Time for Senate**

1. Chapter Officers

The Board agrees to provide up to a maximum of twenty four (24) contact hours total reassigned time per year to the Union. No more than six (6) contact hours reassigned time may be assigned to any single faculty member during a semester. For faculty members who are part of the Student Development or Library faculty, reassigned time shall be equivalent to one (1) clock hour equaling 0.75 contact hours. For faculty members in the Development Education Laboratory, reassigned time shall be equivalent to one (1) clock hour equaling 0.50 contact hours.

The President of the Senate shall advise the appropriate Vice President and Dean in writing thirty (30) days prior to the beginning of each semester as to how these hours will be distributed.

2. 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:

a. 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.

b. 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.

G. **Leaves of Absence for Union Officers**

Faculty members elected as delegates to the annual conventions of the Illinois Federation of Teachers or the American Federation of Teachers shall be released from their assigned duties on the days of such conventions, provided this section shall not be applicable to more than three (3) such delegates and that the Union shall promptly reimburse the Board for the cost of any substitute who may be employed unless substitutes are arranged for by faculty. Written notice of the persons attending such conventions shall be filed with the Vice President of Academic Affairs, or designee, at least three (3) days (exclusive of Saturdays, Sundays or observed holidays) in advance.

H. **Meetings of House of Representatives**

The Board shall seek to avoid regularly assigning classes which end after 3:00 p.m. on Friday to faculty members who are delegates to the House of Representatives of Local 1600, provided the identity of such faculty members is furnished in writing to the Vice President of Academic Affairs or designee at least thirty (30) calendar days prior to the onset of each semester.

I. **Meetings of the Faculty Senate**

The Board shall make an effort to avoid scheduling classes on Thursdays between 12:15 p.m. and 2:00 p.m. for faculty members who at the time of such scheduling are elected senators of the Harper College Faculty Senate.

J. **Board Meetings**

A copy of the Board agenda, non-confidential exhibits and minutes shall be made available to the Senate President or designee at the same time as it is made available to administrators. A copy of materials furnished to representatives of the press and other organizations shall concurrently be made available to the Senate President or designee.

K. **Printing of Agreement**

The Board shall be responsible for the reproduction of the Agreement. Such reproduction shall be in such form as shall be mutually agreed upon, provided that in the absence of such Agreement the form, size and type of reproduction of the preceding Agreement shall be utilized. The cost of such reproduction shall be shared equally by the Board and the Senate.

L. **Office for Senate**

The Board will provide the Senate with office space. The space will be furnished appropriately.

M. **Board Rights**

The Union recognizes that the Board retains full authority to carry out the powers and duties granted to it by the Illinois Public Community Colleges Act and other applicable laws except as limited by the written provisions of this Agreement.

N. **Intellectual Property and Copyrights**

Intellectual property and copyright issues will be governed by the guidelines provided in the Board of Trustees approved college manual on copyrights and patents until such time as the committee recommended in the side letter to this Agreement has developed an intellectual property procedure manual for the College and it has been approved by the Board of Trustees.

Faculty members will adhere to College policy and procedures and applicable state and federal legislation in the development and use of all instructional materials.

A faculty member shall retain ownership rights of instructional and professional materials developed and produced without the consumption of material resources of the College or use of other College personnel.

O. **Faculty Handbook**

The Faculty Handbook is a non-contractual reference document. The Handbook and its provisions are not grievable under Article V of this Agreement. The terms of this Collective Bargaining Agreement supersede any contrary or inconsistent provisions in the Handbook. Where such provisions in the Handbook are in conflict with the Agreement, they would be considered null and void. Procedural changes to the handbook shall be identified in bold type for one year. The Faculty Senate will be consulted before other than routine changes are made to the Handbook.

ARTICLE III. CONDITIONS OF EMPLOYMENT

A. Academic Freedom & Faculty Rights

Each faculty member shall engage in those activities which shall at no time be detrimental to the College. A faculty member shall be free to present instructional materials which are pertinent to the subject and level taught and shall be expected to present all facets of controversial issues in an unbiased manner.

Academic freedom is defined in the following Statement of Principles established by the American Association of University Professors, which is set forth herein, amended to have greater applicability to Harper College, as an expression of which the parties find agreement as a statement of general objectives and guidelines.

1. The faculty member is entitled to full freedom in research and in the publication of results, subject to the adequate performance of his/her duties, but research for pecuniary return shall be based upon an understanding with the authorities of the institution.

This guideline shall not be construed as limiting the application of Board policy and procedures affecting College-supported inventions and materials, provided such policy shall not be altered as to deprive any faculty member of benefits previously assured by such policy with respect to work begun under the same and for which proper notice has been given by the faculty member.

2. The faculty member is entitled to freedom in the classroom in discussing his/her subject, but he/she shall be careful not to introduce into his/her teaching controversial matters which have no relation to his/her subject. Limitations of academic freedom because of aims of the institution should be clearly stated in writing at the time of the appointment.
3. The College faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she shall remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she shall attempt at all times to be accurate, to exercise appropriate restraint, to show respect for the opinions of others, and to indicate that he/she is not an institutional spokesman.

The Board and the Administration recognize that due to their educational accomplishments and professional experiences, full time faculty members are experts in their chosen fields of study. As such, members of the Faculty have the following rights:

1. To actively participate in the decision making practices of Harper College through the shared governance process; and
2. To choose their own teaching strategies and course materials.

B. Faculty Personnel Records

1. All evaluative material relating to a faculty member shall be retained in his/her official personnel file in the Human Resources Office.
2. When evaluative material is placed in the faculty member's official personnel file (hereinafter described in this section as "file"), a copy of such material shall concurrently be provided to the faculty member. The faculty member shall acknowledge receipt of such copy by signing it for the file but such acknowledgment shall not signify anything other than receipt of the material. Should the faculty member refuse to sign the material, the administrator shall write on the material that the faculty member refused to sign, date it and sign his/her name to the material.
3. The faculty member shall have the right to respond to any material placed in his/her 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.
4. A faculty member shall have the right to examine his/her file. Such request shall be honored without undue delay if made during normal business hours. A designee of the College administration may be present during such review. Nothing shall be permanently removed from the file without the consent of the faculty member and the College. A faculty member may reproduce material from his/her file at the customary cost.
5. No material from a faculty member's personnel file shall be made available to personnel or agencies unconnected with the College without the faculty member's consent, except as required by law or as necessary pursuant to the regular operation of the College, provided this does not preclude verification of employment.

C. **Faculty Facilities**

The Board shall provide appropriate office space, and instructional materials for faculty members. Decisions related to instructional materials, instructional equipment or instructional technology shall be made by the appropriate Dean in consultation with the appropriate department faculty.

D. **Calendar**

Prior to the adoption by the Board of the academic calendar for any year, the College President or designee will meet with the Senate President or designee to discuss and examine in good faith any suggested revisions that the Senate may have regarding the structure, recesses, and holidays of the proposed academic calendar.

E. **Definition and Determination of Seniority**

As used in this Agreement, "seniority" shall mean the length of continuous employment from the date of hire as a full time faculty member of the College. If it shall be necessary to resolve conflicts of seniority as between faculty members with the identical length of employment, (1) prior part-time employment at the College, (2) date of executing a faculty contract, or finally (3) lot, will be utilized in that order. Seniority, where applicable, shall be applied within a department or program. Faculty must meet the credential qualifications as defined in the Statement of Faculty Credentials document.

Seniority is determinative in the functioning of the College as applicable to assignment of classes, selection of overloads, non-teaching faculty assignments, summer school teaching assignment except when amended by the vote of full-time faculty within departments.

F. **Class and Assignment Schedules**

Faculty shall be consulted in the scheduling of classes and/or assignments.

G. **Class and Assignment Selection**

Appropriate faculty and the appropriate supervisor or designee shall develop a program for the assignment of classes, and/or other professional duties subject to the approval of the appropriate vice president. Class schedules shall be consistent with the needs of the students, as determined by the College. Full-time faculty members shall have the right of first refusal in selecting voluntary overload classes in disciplines in which they have fully satisfied appropriate teaching credentials, except as the needs of the College shall otherwise clearly

require. Faculty members may not select an overload in a discipline until all other faculty members satisfying teaching credentials for that discipline have been assigned to a normal workload.

"Teaching Credentials" as used above refers to the Statement of Faculty Credentials document which is issued each academic year.

H. **Class Size**

The Board shall continue its practice of maintaining reasonable class size consistent with the nature of the course offering and the financial resources of the College.

I. **Workload**

1. The normal workload shall be thirty (30) instructional contact hours required per academic year except as otherwise specifically provided herein. The normal workload will also require a minimum of four (4) unique course sections per academic year except as otherwise specifically provided herein. It is generally recommended that a faculty member will have a minimum of two (2) preparations per semester.

A contact hour is defined as a minimum total of fifteen (15) fifty (50) minute periods of instruction per semester or equivalent.

Faculty may satisfy up to four (4) hours of the workload defined herein by teaching Continuing Education courses that are approved by the Illinois Community College Board as reimbursable courses. Requests for approval to utilize such courses as part of the yearly workload requirement must be made by November 1 for courses to be taught in the spring semester and June 15 for courses to be taught in the subsequent fall semester. These dates shall be waived when a faculty member needs these courses to fulfill his/her normal teaching load. Faculty members utilizing the waiver are not eligible for overloads during the semester or term.

Up to four (4) contact hours of Continuing Education courses may be accumulated to be applied toward any yearly load within one (1) year after completing the course or the last of the courses.

2. If a faculty member teaches in excess of the normal workload, he/she shall be compensated as otherwise provided in this Agreement.
3. Open laboratory and individual learning contact hour assignments in developmental education, math lab, English as a Second Language and

Adult Educational Development will be on a two (2) hours for one (1) hour of load equivalency.

4. Faculty members assigned to teach ENG 098, ENG 100, ENG 101, ENG 102, ENG 103, ENG 130, ENG 201, and ENG 220, shall have a normal workload of twenty-four (24) contact hours per year. As part of this load, faculty normally credentialed to teach LIT courses may substitute any course with a LIT prefix for not more than three (3) contact hours per semester.
5. Dental Hygiene faculty teaching only clinical courses (DHY 100, 101, 250, 251) shall have a normal workload of thirty-six (36) contact hours required per academic year.
6. For faculty members whose primary responsibilities are not teaching, their normal workload shall be thirty-five (35) clock hours weekly, excluding lunch. The non-teaching member's department and the appropriate supervisor shall develop a work schedule and assignment which are consistent with the needs of the College and the students. This provision includes Library faculty and Student Development faculty.

Faculty members assigned as chairpersons of Library services, English as a Second Language and Adult Education Development departments may be given full reassigned time from their normal workload. When full reassigned time is approved, the normal workweek will be thirty-five (35) clock hours, excluding lunch.

Such faculty members shall have the right to submit to their immediate supervisor recommendations with respect to their scheduling for the purpose of enhancing the College's ability to serve students.

7. A faculty member has the right to refuse assignments in excess of the normal workload unless an overload would be needed to assure that the normal workload requirement for that year would be met.
8. A faculty member assigned to supervise students in internship experiences (practicum/internships/clinical/work-study/cooperative work-experiences/supervised-occupation experiences as defined by ICCB) shall receive one-fourth (1/4) contact hour credit per student to a maximum of nine (9) contact hours per semester.
9. Extracurricular assignments shall be voluntary, provided once assumed the faculty member shall have full responsibility for their completion, and provided such may be assigned on an involuntary basis in an emergency or when continuation of such activity is contingent upon such assignment.

The faculty shall be compensated for such extracurricular assignment pursuant to the attached schedule or in a greater amount if such be voluntarily agreed to by the affected faculty member and the President or designee.

10. Contact hour equivalencies for experimental courses or alternative modes of delivery, excluding distance learning, may be mutually determined by the faculty member, Dean, appropriate department chairperson or career program coordinator, and Faculty Senate President. Such equivalencies must be approved by the Dean.
11. Teaching faculty are to maintain regular office hours to readily serve the needs of students. Faculty members may consider suggestions made by the Dean to meet student needs. Hours shall be posted on the individual offices and with the Dean. Office hours may not be scheduled before 7:30 a.m. or after 10:30 p.m. unless otherwise agreed to by the Dean. The minimum number of office hours per week shall be ten (10) hours in units of time no less than one-half ($\frac{1}{2}$) hour in length. Up to five (5) hours of office time may be used by faculty members to assist students in such learning settings as the tutoring center, developmental labs, or other open labs.
12. The Board and Faculty Senate agree that attendance at Spring Commencement and at four (4) regularly scheduled all-employee meetings should be regarded as a professional obligation. The all-employee meetings are those held during the Orientation Week of the fall and spring semesters, one pre-scheduled all-employee meeting called by the Administration and approved by the College President in the fall semester and one pre-scheduled all employee meeting called by the Administration and approved by the College President in the spring semester. Mid-semester meetings will not be scheduled on College wide non-instructional days. When possible, mid-semester all-employee meeting dates will be published at the beginning of each semester. In no case will a meeting be required with less than five (5) calendar days notice unless in an emergency as determined by the President. Topics of the mid-semester meetings will be posted on the College website.
13. The following Distance Learning provisions are specific to courses taught via alternative delivery methods which are delivered electronically at a distance and may include, but are not limited to, interactive video courses, telecourses, e-mail courses, courses on the Internet, and other electronically delivered courses utilizing two-way, interactive communications:

- a) For any class offered at a distance, all decisions about faculty load, class assignments, and schedules will be made consistent with Article III-F, G, I and K of the contract.
 - b) Class size for classes offered at a distance will be consistent with Article III-H and K.
 - c) The cumulative enrollment from all sites of classes offered through distance learning shall be consistent with Article III-H of the contract.
 - d) Recordings of a class session or downloads and materials offered via distance learning and the intellectual output by the individual instructors offered via electronic delivery will be governed by the guidelines identified by the Committee on Copyrights and Patents.
 - e) Appropriate department chairs and/or coordinators will be consulted before a course can be transmitted to another college site or received by the College when transmitted from another college site.
 - f) Faculty developing courses to be delivered at a distance and those teaching courses at a distance for the first time may receive stipends in accordance with the Distance Learning Side Letter. This section (f) shall not apply to telecourses.
 - g) Reassigned time for department chairs or coordinators will be consistent with Article III K 1, b and c.
14. Faculty assigned to large lecture instruction will be given credit toward their normal workload for the planning and preparation of instructional materials and the coordination of discussion and laboratory co-requisite sections. This credit toward workload will be given for the first section of each unique course prefix and number.

In order to have the above apply, credit toward workload will be given on the following basis:

- 1) lecture sections with enrollments from forty-five (45) to fifty-nine (59) and a minimum of two (2) co-requisite sections will be given one (1) hour toward workload; those with enrollments from sixty (60) to ninety (90) and a minimum of three (3) co-requisite sections will be given two (2) hours toward workload; and those with enrollments greater than ninety (90) and a minimum of four (4) co-requisite sections will be given three (3) hours toward workload.

- 2) lecture sections having no co-requisite sections and a minimum of two (2) contact hours with an enrollment from forty-five (45) to seventy-four (74) will be given one (1) hour toward workload; those with enrollment from seventy-five (75) to one hundred four (104) will be given two (2) hours toward workload; those with enrollment from one hundred five (105) to one hundred thirty-four (134) will be given three (3) hours toward workload and those with enrollment greater than one hundred thirty-five (135) will be given four (4) hours toward workload.

J. **Career Program Coordinators and Departmental Chairpersons**

1. Full-time faculty members within a career program department or full-time faculty in departments other than career program departments will recommend to the appropriate administrator the faculty member to be considered as career program coordinator or department chairperson for the subsequent year. Such recommendation must be made by April 15 for the subsequent year's appointment. If the Dean disagrees with the Department recommendation, the Dean will meet with the department to discuss the appointment.

Should all recommended full-time faculty within a department refuse to accept the appointment, or in departments where no full-time faculty member is employed, then the Dean may appoint a faculty member to serve.

The Dean, after consultation with the Department Chair or Coordinator and the Department, can remove a Department Chair or Coordinator who has not fulfilled the duties of the position. Removal will occur at the end of the semester during which the decision is made. The Department will then make a recommendation for a replacement.

2. The parties acknowledge it is appropriate that department chairpersons and program coordinators continue to assist the appropriate Dean in recommending the screening and selection of part-time faculty members.

K. **Reassigned Time**

Reassigned time is considered reduced time from the normal workload as defined in Article III-I, to perform other instructionally related duties.

During any semester, a faculty member will not be given reassigned time in excess of seven (7) hours without the approval of the College President or designee.

1. Reassigned time will apply under the following conditions:
 - a) Faculty assigned as career program coordinators will be awarded reassigned time based upon the following schedule:

Adjusted Unduplicated			Reassigned
1	-	60	3 hours
61	-	90	4 hours
91	-	120	5 hours
121	-	140	6 hours
141	or	more	7 hours

Adjusted unduplicated student headcount is defined as the total unduplicated headcount of students enrolled in credit AAS degree or certificate programs plus fifty percent (50%) of those students who are enrolled in dual credit and IAI-approved general education courses that carry the career program prefix. Calculations are to be based on enrollment on the Friday of the first week of classes each semester.

If a faculty member coordinates courses with more than one career program prefix, the adjusted unduplicated student headcount will be calculated as one department. A student enrolled in courses with different prefixes within this department will count as one student.

- b) Reassigned time from classroom teaching contact hours each semester will be awarded to department chairpersons based upon the following schedule:

Adjusted Contact Hours			Reassigned Time
10	-	40	1 hour
41	-	80	2 hours
81	-	130	3 hours
131	-	190	4 hours
191	-	260	5 hours
261	-	340	6 hours
341	or	more	7 hours

Adjusted contact hours are defined as the number of contact hours taught by full-time faculty plus one and one-half (1½) times the number of contact hours taught by part-time faculty. Computations are to be based on enrollment on the first day of a semester. Calculations shall

be for individual departments or groups of disciplines with one (1) chairperson.

In addition to the reassigned time awarded above, the College will provide additional reassigned time to be distributed to faculty members with unusual temporary or ongoing needs. Distribution of reassigned time and/or stipends will be based upon the recommendation of an ad hoc committee appointed by the appropriate Vice President or designee, consisting of an administrator and three (3) appropriate department chairs/coordinators. The recommendation will be forwarded to the appropriate Vice President who may award the reassigned time and/or stipend. Distribution of these hours may be reviewed annually. The Senate President or designee will be provided with a reassigned time report from each Division office to identify all reassigned time provided to faculty. Faculty members have the right to refuse these assignments.

2. When reassigned time is appropriate for faculty who do not have teaching responsibilities as defined in Article III.1.6., the reassigned time will be equated as follows:

For Student Development and Library Functions	1 Clock Hour = 0.75 Contact Hour
	1 Contact Hour = 1.33 Clock Hours

For Developmental Education and Laboratory Function	1 Clock Hour = 0.50 Contact Hours
	1 Contact Hour = 2.00 Clock Hours

L. **Mentors**

Each semester, full-time faculty members within each division will recommend to appropriate administrators the faculty members to be appointed as mentors for full-time faculty and adjunct faculty members serving in their first or second semester in that division. The mentors will guide and assist the full-time faculty and adjunct faculty members as prescribed by the appropriate administrators. The mentors will receive a stipend of one hundred dollars (\$100) for each full-time faculty or adjunct faculty member to whom they are assigned who are teaching at the College for the first semester and fifty dollars (\$50) for each full-time faculty or adjunct faculty member teaching in his/her second semester.

Nothing herein shall require the appointment of a mentor in each instance.

M. **Tenure**

1. Types of Appointments

(Article III)

a) Probationary Appointments

Probationary appointments are for a maximum of one (1) year and place no obligation on the College for renewal or to specify cause for non-renewal. Probationary appointments may be renewed on a year-to-year basis, but not to exceed four (4) years. The faculty member will be given notice of non-reappointment, or intention not to recommend reappointment in writing by March 15 (or by October 15th for faculty hired midyear) for the first year faculty and February 15 (or by September 15 for faculty hired midyear) for other than first year non-tenured faculty. The procedures to be followed for this process are those outlined in the Illinois Community College Act. Copies of said Act are available in the office of the Faculty Senate.

b) Continuous Appointments

Full-time faculty shall be considered for tenure during the sixth consecutive semester with three evaluations excluding summer sessions and any full semester leave. The faculty committee on tenure will forward its recommendation regarding tenure to the College President by December 1 of each year (or by May 1 for faculty hired midyear). The President, after considering the appropriate administrative and faculty tenure committee recommendations (or without committee recommendation if not received by December 1; May 1), will notify the faculty member and the Faculty Senate of the intended recommendation to renew or non-renew a probationary appointment.

2. Notification of Tenure Appointment

By February 15, any faculty member who shall enter upon tenure at the onset of the subsequent academic year will be notified by the College President. For those faculty hired at midyear, the notification date will be October 15th. Such faculty shall enter upon tenure at the onset of the subsequent semester.

The Faculty Senate will also be notified of such continuous appointments.

3. Resignation

Resignation from employment by a tenured faculty member shall be submitted in writing to the President prior to May 1 to be effective the following academic year.

4. Dismissal of Tenured Faculty

a) A tenured faculty member may be dismissed only for cause, provided this shall not be applicable to dismissal because of reduction in force.

b) Procedures:

(1) When it is believed there is cause to dismiss a faculty member, the appropriate administrator shall discuss the matter with him/her. If a mutually satisfactory resolution of the matter does not result within ten (10) instructional days, the matter shall be referred to an ad hoc hearing committee consisting of five (5) persons. Two (2) members are to be appointed by the College President, two (2) to be appointed by the Faculty Senate President and the fifth member to be named by mutual agreement of the College President and the Faculty Senate President. If after the College President and the Senate President have met and agreement cannot be reached, the four (4) shall constitute the Hearing Committee. The committee shall elect its own chairperson. The committee shall present its findings to the President of the College and the President of the Faculty Senate within twenty (20) instructional days of appointment. If the President of the College decides, either with or without the concurrence of the committee, to begin proceedings, he or his designee shall state in writing the specific causes for dismissal. A copy of such statement shall be delivered to the faculty member and to the Faculty Senate.

(2) Suspension of the Faculty Member. Suspension of a faculty member during the proceedings against him/her may be imposed if in the judgment of the President it is warranted, and shall be with pay. Such suspension shall not be considered prejudicial to the faculty member's case.

(3) If requested by the Faculty Senate within ten (10) calendar days of the President's written statement, a Review Committee of five (5) persons shall be established as follows. If such request is not made by the Faculty Senate within such time limits, the procedures set forth in Paragraph 6 shall apply. Two (2) members of the Review Committee are to be appointed by the College President, two (2) members are to be appointed by the Faculty Senate President, and the fifth member to be named by mutual agreement of the College President and the Faculty Senate President. If after the College President and the Senate President have met and agreement cannot be reached, the four (4) shall constitute the Review Committee. The committee shall elect its own chairperson. Any faculty member who served on the Ad Hoc

Committee (established pursuant to subsection [1] above) shall not be eligible to serve on the Review Committee.

(4) Review Committee Proceedings. The committee shall proceed by considering the statement of grounds for dismissal and the charges of misconduct as set forth in the President's letter, and the faculty member's response. If the faculty member has not requested a hearing, the committee shall consider the case on the basis of all obtainable information and shall attempt to reach a decision which shall be transmitted to the President and the faculty member for final action by the Board; otherwise the hearing shall proceed. The hearing shall be in private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the charges shall be received. The faculty member shall have the right of assistance by counsel or other representative at his/her own expense. Any employee of the College shall appear and testify if so directed by the College President and committee. The faculty member and the President or designee shall have the right, within reasonable time limits set by the committee, to question all witnesses who testify. All testimony shall be under oath administered by the chairperson of the committee. A tape recording of the hearing shall be made. A transcription of the recording shall be available to the faculty member. The hearing procedures shall not necessarily adhere to formal rules of evidence.

(5) Consideration by the Review Committee. The committee shall report findings with respect to each of the grounds for dismissal within ten (10) calendar days. The College President and the President of the Faculty Senate and the faculty member shall be sent concurrently, within ten (10) days of its first meeting, a copy of the findings.

(6) Consideration by the Board of Trustees. After the date of the ad hoc hearing committee's report, or after the report of the Review Committee, if applicable, if a dismissal of a tenured faculty member is sought for cause, the Board must first approve a motion by a majority vote of all its members at its next regularly scheduled meeting. The specific charges for dismissal shall be confidential but shall be issued to the tenured faculty member upon request. The Board decision shall be final unless the tenured faculty member within ten (10) days requests in writing of the Board that a hearing be scheduled. If the faculty member within ten (10) days requests in writing that a hearing be scheduled, the Board shall schedule such hearing on those charges before a disinterested hearing officer as prescribed by law. The decision of the hearing officer shall be final and binding.

(7) Publicity. Public statements about the case by either the faculty, administrator or Board members shall be avoided so far as possible until the proceedings have been completed. Announcement of the final decision of the Board of Trustees shall include a statement of the ad hoc hearing committee's original action.

5. Dismissal of Non-tenured Faculty for Cause

If the President shall recommend the termination of a non-tenured faculty member during an academic year, the procedure described in Section 4 of this Article shall be applicable, provided any suspension of the faculty member shall be without pay, but such pay shall be restored to the faculty member if the final decision is that there is not cause for dismissal.

N. Layoff Procedure (Reduction in Force)

1. If the Board shall determine that it is necessary to decrease the number of faculty employed by the Board or to discontinue or reduce some program(s), written notice of termination of employment shall be given by registered mail or personal service to all affected faculty members no later than February 1st of the year in which such shall be effective, provided such shall not be effective prior to the close of the academic year. A copy of such notice shall be given to the Senate President or designee.
2. Upon determination by the Board that a reduction of full-time faculty is necessary, the President of the College shall immediately convene a college-wide committee of which at least fifty percent (50%) shall be faculty members appointed by the President of Faculty Senate. Such committee shall promptly review all pertinent data and report back to the President of the College within thirty (30) calendar days.

Such pertinent data shall include current and projected course enrollments, courses taught by part-time faculty in affected areas, overload assignments in affected areas, and the seniority and qualifications (as defined in subparagraph 3, below) of all faculty members in affected areas. (Affected areas as used herein mean programs identified by the President of the College as susceptible to reduction of full-time faculty.) Such report shall be concurrently transmitted to the Board of Trustees for consideration by it no later than its next regular meeting. The President of the Senate or his designee shall have the right to address the Board at such a meeting with respect to such report. The Board shall make a reasonable effort to avoid layoff of faculty members whose positions could be maintained through the reduction or elimination of overload assignments. Full-time tenured faculty shall not be dismissed as a part of a reduction in force so long as there are courses taught by part-time faculty or courses taught as overload which

they are qualified to teach. Faculty members on leave of absence at the time a reduction of staff takes place shall be treated no differently from other faculty members.

Within each program area, the order of layoff shall be in inverse order of seniority. A faculty member shall have seniority in each program area in which he/she has full qualifications as defined in subparagraph 3 below.

The above process will follow the timetable below:

- | | |
|--|--|
| a) By Regular October Meeting of Board of Trustees | Determination that a RIF may be necessary. |
| b) By November 1 | College-wide committee convened by College President. |
| c) By Regular December Meeting of Board of Trustees | Consideration of committee report by Board of Trustees. |
| d) By Regular January Meeting of Board of Trustees | Layoff action taken by Board of Trustees. |
| e) By February 1 | Notices of layoff action sent to affected faculty members. |
| f) At beginning of subsequent Academic Year (August) | Layoffs will commence. |

3. As used herein "program(s)" shall mean discrete academic discipline course areas (e.g., mathematics, psychology, English, sociology, etc.), and career program technical courses (e.g., nursing, fashion design, secretarial science, etc.), and support services (e.g., counselors, Library faculty, etc.).

A faculty member will be considered to have qualifications for another program area if he/she:

- a) has taught at least a total of fifteen (15) contact hours at Harper College in the other program area during the preceding five (5) academic years, and
- b) has academic training which satisfies North Central Association and/or applicable professional accreditation standards, or meets the credentials required of the department or program as determined by the department or program.

4. If the Board shall determine to employ additional full-time faculty any time during the twenty-four (24) month period from the beginning of the academic year for which the faculty member was dismissed, such position(s) shall be offered first and in inverse order to the faculty members terminated hereunder in the pertinent programs. Such offer of employment shall be transmitted in writing by personal service or certified mail to the faculty member's last known mailing address and to the Faculty Senate. If the faculty member does not respond affirmatively to such offer within ten (10) calendar days of such receipt or within twenty (20) calendar days of the date of mailing, whichever shall first occur, the Board's obligation hereunder shall be terminated.

5. Any tenured faculty member terminated hereunder and thereafter reemployed pursuant to the preceding paragraph, shall not suffer any loss of tenure rights as a consequence thereof. Any non-tenured faculty member terminated hereunder shall not count any year or portion thereof between termination and recall (if such should occur) in the three (3) year maximum period prescribed in Article III,N,1(a) of this Agreement.

ARTICLE IV. LEAVES

A. Educational Improvement and Work Experience Leaves

Tenured faculty members may be granted, upon written application to the Vice President of Academic Affairs or designee, and upon approval by the Board, a leave of absence without pay or other benefits for purposes of educational improvement or work experience where such is likely to significantly enhance the faculty member's ability to perform his/her responsibilities at the College. Such leaves, if granted, shall be for one (1) semester or two (2).

While on such leave, a faculty member shall be allowed to participate in the College group health, dental and life insurance programs, provided the faculty member shall make timely advance payment of all premiums due for such insurance to the designated College office.

B. Family Hardship Leaves

A faculty member may request a leave of absence without pay or other benefits for a period not exceeding one semester because of serious illness of a member of his/her immediate family or for other good and sufficient cause. Such leaves may be extended, within the sole discretion of the Board of Trustees.

While on such leave, a faculty member shall be allowed to participate in the College group health, dental and life insurance programs, provided the faculty member shall make timely advance payments of all premiums due for such insurance to the designated College office.

C. Funeral Leave

In the event of the death of a member of a faculty member's immediate family, the faculty member shall be entitled to up to three consecutive instructional days leave of absence without loss of salary or deduction of accumulated sick leave. The term "faculty member's immediate family" shall be defined as the faculty member's parents, spouse, children, or grandchildren.

In the event of the death of any member of a faculty member's family, the faculty member shall be entitled to up to three consecutive days leave of absence without loss of salary for the purpose of attending the funeral, including such related events as the wake or visitation. Such leave shall be deducted from accumulated sick leave. If additional days are necessary and are approved by the appropriate Vice President or designee, the faculty member may be granted leave without pay. The term "faculty member's family" is defined as the faculty member's grandparents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-

law, spouse's grandparents, spouse's children or grandchildren, or any other relative living in the faculty member's immediate household.

D. **Jury Duty/Court-Related Leave**

All faculty members called/subpoenaed as witnesses or jurors will notify the appropriate administrator as soon as possible after being called/subpoenaed. Called/subpoenaed faculty members required to serve as jurors or appear as witnesses during a working day on which they otherwise would have been scheduled to work will be paid their normal salary during this period. Such time will not be deducted from accumulated sick leave or personal leave. This section shall not be applicable to any matter when the faculty member, the Senate, or the College shall be a party. This section shall not be applicable to any proceeding conducted pursuant to Article V (Grievance Procedure) of this Agreement.

E. **Parental Leave**

A faculty member shall be eligible for parental leave without pay or other benefits, except those benefits specifically identified in this Article, subject to the following conditions: (As used herein, "faculty member" means a tenured faculty member except in Section 6, which is applicable only to non-tenured faculty members, and in Section 8 which is applicable to all faculty members).

1. Application for such leave shall be made in writing to the appropriate Vice President or designee at least ninety (90) calendar days prior to the anticipated birth of the child.
2. The faculty member and the appropriate Vice President or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors related thereto. The leave shall not exceed the balance of the Academic year in which it commences and one (1) additional academic year. Every effort shall be made to have such leave terminate immediately prior to the start of a new academic year. Such leave shall commence upon one of the following: 1) the date agreed upon by the Vice President and faculty member, 2) for faculty members who teach, not later than the end of the semester preceding the semester during which the faculty member is expected to become unable to work, 3) the actual date of delivery/adoption, 4) the date on which the faculty member is required to leave employment because she is unable to perform her duties, whichever shall first occur. Such leaves which commence during the summer recess shall begin no later than July 1. The Vice President may waive any of the requirements of this section at his/her sole discretion; any such waiver shall not be precedential in any respect.

(Article IV)

3. Sick leave shall not be applicable during any period of the parental leave, except as eligible under the Family Medical Leave Act or as mutually agreed to between the faculty member and the appropriate Vice President or designee as a result of a medically required reduced work load. Any accumulated sick leave available at the commencement of the leave shall be available to the faculty member upon return to employment at the College.
4. The faculty member may maintain group health, dental and life insurance benefits by making timely payments of all premiums which may be due to the Administrative Services office or pursuant to its direction.
5. Any faculty member desiring parental leave as a result of becoming an adoptive parent shall notify the appropriate Vice President or designee in writing upon the initiation of such proceedings. Leave shall be granted upon satisfactory written notification to the Vice President or designee of the date the child is expected to be received. It shall be the responsibility of the applying faculty member to keep the Vice President or designee informed of the status of the proceedings, and as soon as known, the expected date of delivery of the child. This section shall not be applicable if the adopted child is six (6) or more years of age at the time the child is received. However, the age requirement may be waived by the appropriate Vice President or designee if the child has a medical condition which would require the leave.
6. A parental leave may be granted to a non-tenured faculty member under unusual circumstances by the action of the Board of Trustees, subject to all of the conditions applicable to a tenured faculty member. Any such leave shall include provision for the number of years that the faculty member must be employed in continuous full-time service at the College after such leave to attain tenured status. The granting of parental leave to any non-tenured faculty member shall not constitute a precedent for the granting or withholding of leave to any other faculty member. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured faculty member to apply for such leave or accept the conditions established therefore.
7. A faculty member who has been granted a parental leave and who during such leave of absence shall again become pregnant or adopt shall be eligible for an extension of one (1) academic year of such parental leave of absence. Application for such extension of leave shall be in writing to the appropriate Vice President or designee at least one hundred twenty (120)

calendar days prior to the anticipated birth of the child or as soon as possible after notification of adoption.

8. Nothing in this Article shall be construed as requiring any faculty member to apply for a parental leave. A faculty member not eligible for or not desiring parental leave may utilize accumulated sick leave during any period of illness related to pregnancy and/or to the delivery of the child. Such faculty member shall return to employment immediately following the termination of such illness.

F. **Military Leave**

Faculty members involuntarily called to active military duty shall be granted a leave of absence without salary for up to thirty (30) calendar days which may be extended by the Board upon written application.

G. **Personal Business Leave**

Each faculty member shall be granted two (2) days without loss of salary each academic year for personal business leave. Such leave shall be for the purpose of completing matters which cannot reasonably be attended to or postponed to days or hours on which the faculty member is not required to be on campus. If unused, such leave shall accumulate as sick leave. Personal business leave shall not be available for purposes of recreation or to participate in any work stoppage or job protest. Notice of planned utilization of personal business leave shall be given in writing to the immediate administrative supervisor or designee at least forty-eight (48) hours in advance, except in an emergency, when such notice shall be given orally as soon as possible, and thereafter promptly confirmed in writing together with a brief explanation of the emergency. Personal business days shall be taken in units of one-half ($\frac{1}{2}$) days.

It shall be an appropriate use of personal business leave to attend to matters related to the adoption of a child or for matters related to the birth of a child by a faculty member's spouse, during the first five instructional days following such adoption or birth. If personal business leave has been exhausted, the faculty member shall be granted leave without pay, notice of such utilization to be given as provided in the preceding paragraph.

H. **Professional Meeting Leave**

Leaves of absence without loss of pay or other benefits may be granted by the appropriate supervisor for a faculty member to attend professional meetings. If such has been approved for reimbursement, such reimbursement shall be within the guidelines of the Board of Trustee's policy manual.

I. **Religious Leave**

A faculty member may utilize up to three (3) days without loss of pay or deduction of personal leave to observe recognized religious holidays of his/her faith if such observance reasonably requires such leave. Notice of intention to utilize such leave shall be given in writing at least fifteen (15) calendar days in advance. Additional days of leave for such observance may be granted at the discretion of the appropriate administrator provided such additional days shall be without pay or shall be made up on some other date on which the faculty member is not scheduled to work, and provided further no such additional leave shall be granted if the faculty member has unused personal business leave.

J. **Sabbatical Leave**

1. The Board shall grant a sabbatical leave to any eligible full-time tenured faculty member who shall have appropriately applied, provided that, in the judgment of the Sabbatical Leave Review Committee and the College President and concurrence of the Board of Trustees by its resolution, such leave will clearly add to the effectiveness of the faculty member in the performance of his/her responsibilities at the College and/or clearly accrue to the benefit of the College. The President shall share the Committee's recommendation memo with the Board of Trustees prior to forwarding his/her recommendation for Board of Trustees approval.
2. A tenured faculty member is eligible to seek a sabbatical leave after having completed six (6) years of full-time service as a faculty member of the College, provided a faculty member shall not be eligible for such leave in any academic year next following an academic year in which he/she was on leave of absence for sixty (60) days or more.
3. The faculty member shall make application for sabbatical leave in writing to the appropriate Vice President or designee pursuant to a reasonable timetable which shall be established. Such application shall include all the data pertinent to such leave.
4. Sabbatical leave shall be for a period of one (1) academic semester or one (1) academic year.
5.
 - a) During the period of sabbatical leave, the faculty member shall receive one-half of his/her salary for an entire academic year, and all of his/her salary for a leave of one semester.
 - b) If during the period of the sabbatical leave, the faculty member earns taxable remuneration from some other organization, agency, institution, or person, the salary paid by the College shall be reduced accordingly;

provided if the sabbatical leave is for one academic year, no reduction in salary shall be made unless the total of the regular salary and such taxable remuneration exceeds the amount equal to the salary that would have been paid to the faculty member if he/she were not on sabbatical leave, and provided further, such taxable remuneration shall not include royalties, dividends, interest or like income not derived from work performed during the period of the sabbatical leave.

c) As used herein "salary" means the amount set forth in Article VII-A and shall not include any additional amounts for summer school, extra-duty stipends, overloads, or the like. All insurance benefits shall continue and sick leave shall accrue during the term of the leave.

6. As a condition precedent to sabbatical leave, the faculty member shall agree to return to the College as a full-time faculty member for at least one (1) academic year immediately following the conclusion of such leave (or at least two (2) years if the sabbatical leave is for an entire academic year), and shall execute a promissory note assuring restitution of all salary paid during such leave if he/she does not return, such to be payable in bimonthly installments over a term not to exceed twice the length of the leave.

K. Alternative Work Load Leave

A tenured faculty member is eligible for a share-time or reduced load leave by first making application to his/her Dean for this leave. Faculty may share the leave or the leave may be a portion of the load for one faculty member.

Benefits are determined by the percentage of the leave to the full time load. For example, one-half leave provides one-half benefits "per contract". If faculty share a position, the benefits package can be applied as institutionally determined.

While on such leave, a faculty member shall be allowed to participate in all College insurance programs, provided the faculty member shall make timely advance payments to the designated College office of all premiums due for their portion of the insurance not covered by this leave.

L. Sick Leave

A faculty member shall have the right to utilize sick leave because of personal illness or disability or because of a medical emergency which confronts the faculty member's immediate family which is defined as the employee's natural or step parents, spouse, children, grandchildren, grandparents, or parent-in-law, brother, or sister. Sick leave shall be twenty (20) days the first year and ten (10) days per year after the first year. No payment for unused sick time accrued will be made.

The total benefits received under any college or state supported income protection plan (disability insurance, worker's compensation, etc.) and sick leave shall not exceed the individual's current daily salary.

As used herein, "illness or disability" shall not include cosmetic surgery or any procedure which the faculty member's physician states may be reasonably and safely deferred to the summer or other recess or vacation period.

M. **Family Medical Leave Act**

During the time period that the faculty member 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 faculty member were actively employed.

N. **Nonprecedential Effect of Leaves**

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

O. **Reemployment at Conclusion of Leave of Absence**

Any faculty member granted a leave of absence shall be assured of employment by the Board upon termination of such leave in the same manner as though such faculty member had not been on leave of absence, provided only that all of the conditions of such leave have been complied with by the faculty member. A leave of absence without pay shall not constitute a break in service or seniority.

P. **Unemployment Compensation**

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

Q. **Notice of Intention to Return**

In all instances where a faculty member is granted a leave of eight (8) months or more, as a condition thereof, the Board shall notify such faculty member by certified mail one hundred and fifty (150) calendar days prior to the beginning of the next semester after the faculty member's leave expires that the faculty member must return to work.

Failure of the faculty member to advise the appropriate Vice President or designee at least ninety (90) calendar days (or May, whichever occurs first) prior to the beginning of the next semester (after expiration of leave) as required herein shall be treated as an election not to return to employment and as a resignation from the College.

ARTICLE V. GRIEVANCE PROCEDURE

It is the purpose of this procedure to resolve as promptly and as expeditiously as possible allegations by the bargaining agent and/or members of the bargaining unit of misinterpretation of this agreement.

A. Definitions

1. A grievance shall mean an allegation by the Senate or by an affected faculty member that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
2. As used in this article, "day" shall mean every day of the week when classes are scheduled except Saturdays, Sundays and those school holidays and/or emergency days when the Office of the Vice President of Academic Affairs shall be closed.

B. Provisions

1. A faculty member may be represented at any meeting, hearing or appeal relating to a grievance. A representative of the Senate shall have the right to attend such meeting, hearing or appeal.
2. The President of the Senate or designee of the Senate shall be advised of any meeting, hearing or appeal relating to a grievance which has been formally presented.
3. 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.

C. Informal Resolution Procedure

The parties are encouraged to utilize the informal resolution process. The party asserting a grievance shall attempt to resolve the problem through informal communication with the appropriate supervisor. The informal resolution process shall be completed within fifteen (15) 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 President of the Senate or designee may accompany the faculty member to assist in the informal resolution process. If, however, such informal processes fail, a grievance may be processed as follows:

D. Formal Grievance Procedure

1. Step I

- a) The filing of the formal written grievance at this step must be within ten (10) days of the completion of the informal resolution process. The grievance must be formally presented in writing to the same appropriate supervisor.
- b) The formal written grievance shall clearly identify all grievants, summarize all relevant facts, identify all provisions of the agreement allegedly violated, describe the remedy which is requested, and must be presented formally in writing to the appropriate supervisor who will arrange for a meeting to be held within ten (10) days to review the grievance.
- c) The supervisor shall provide a written answer to the grievant (with a copy to the Senate if the Senate is not the grievant) within ten (10) days of the meeting. The answer shall include the reasons for the decision.

2. Step II

- a) If the grievance is not resolved at the preceding step, the Senate or designee 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 appropriate supervisor. 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 and counselors as it deems necessary to develop facts pertinent to the grievance. A written answer including reasons shall be provided to the grievant (with a copy to the Senate if the Senate is not a party to the grievance) within ten (10) days of the meeting provided for in this paragraph.
- b) If the grievance arises from a decision at the President's level, the grievance may be initiated at Step II (a), provided such is filed within the time limits prescribed in Step I (a).

3. Step III

- a) If the grievance is not resolved at the President's level, the Senate may submit it to arbitration, providing 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 Senate shall promptly

request of the American Arbitration Association that it provide panel(s) of qualified arbitrators from which the parties may make a selection pursuant to the practices of that Association which shall also serve as the administrator of the proceedings.

- b) The decision of the arbitrator shall be binding and shall be submitted to the Board of Trustees for its consideration no later than thirty (30) days following receipt of the arbitrator's recommendation. In making his recommendation, the arbitrator shall not add to or enlarge upon this Agreement, and any suggested remedy, if appropriate, shall conform to Illinois law. The arbitrator shall rely on established past practice in interpreting the Agreement, but shall not alter, amend, modify or ignore the express language of the Agreement in rendering his/her recommendation. The fees and expenses of the arbitrator and of the American Arbitration Association shall be shared equally by the Board and the Senate. 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.

E. **Non-discrimination**

The Board shall not discriminate or take any reprisals against any faculty member as a consequence of the filing of any grievance hereunder.

ARTICLE VI. DUES CHECKOFF

- A. The Board shall deduct dues from the salary of each faculty 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 faculty member. Such deductions shall be made no later than thirty (30) calendar days following receipt of the authorization in the designated College office.
- B. A dues authorization may be revoked by written notice to the designated College office and such revocation shall be effective no later than thirty (30) calendar days thereafter. The authorization shall be deemed automatically revoked with the issuance of the faculty member's last paycheck.
- C. The dues/Fair Share payments and a listing of the faculty members for whom such dues/Fair Share deductions were made shall be forwarded to the Treasurer of the Cook County College Teachers Union no later than ten (10) days after such deductions were made. Such listing shall include year-to-date totals for each person listed as well as an indication as to whether the deduction was or was not a Fair Share deduction. The Board shall also make a reasonable effort to include in such listing faculty members who have authorized such deductions but for whom none were made.
- D. If the Board shall make such deductions and remit such dues as aforesaid, the Senate shall indemnify, hold harmless and defend the Board of Trustees, its members, agents and employees in any action, complaint or suit or other proceedings which may be brought.
- E. Fair Share
 - 1. It is recognized that the Senate's duty as the sole and exclusive bargaining agent entails expenses for collective bargaining and contract administration which appropriately are shared by all faculty members who are beneficiaries of this agreement. To this end, if a faculty member does not join the Cook County College Teachers Union within fourteen (14) days after posting of the notice required in subparagraph (b), the Board shall deduct a sum equivalent to the proportionate share of the cost of the services rendered by the CCCTU for collective bargaining and contract administration in its role as a sole and exclusive bargaining agent in equal payments from the regular salary check of the faculty member in the same manner as it deducts dues for members of the CCCTU provided:
 - a) The CCCTU has posted the appropriate notices of the imposition of such Fair Share fee in accordance with the rules and regulations of the IELRB; and,

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- b) The CCCTU has annually certified in writing to the Board the amount of such Fair Share fee and has annually certified in writing to the Board that such notice has been posted.
2. The Board shall begin such Fair Share fee deduction no earlier than fourteen (14) days (or any later period as required by the Rules and Regulations of the IELRB), after certification by the CCCTU as described in subparagraph (b) of paragraph 1 of this section.
3. The Senate and the CCCTU agree to defend, indemnify and save the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the Senate, the CCCTU, or the Board in complying with the provisions of this section, including reimbursement for any legal fees or expenses incurred in connection therewith.
4. In the event a faculty member objects to the amount of such fee, the Board shall continue to deduct the fee and the Board shall transmit the fee (or the portion of the fee in dispute) to the IELRB which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit such fee to the IELRB until further order of the Board. If the faculty member is entitled to a refund, the faculty member shall receive such refund, plus any interest earned on the refund during pendency of the action.
5. If a faculty member declares the right of non-association based upon bona fide religious tenets or teaching, or a church, or religious body of which such faculty member is a member, such faculty member shall be required to pay an amount equal to the faculty member's proportionate share to a non-religious charitable organization mutually agreed upon by the faculty member and the CCCTU. If the faculty member and the CCCTU are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.

F. **COPE Check-Off**

The Board shall deduct Committee On Political Education (COPE) monies from the salary of each faculty 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 at the same time as the dues deducted from the same check and made payable to Cook County College Teachers Union - COPE. The Board shall also forward a listing showing the persons for whom deductions were

made and the amounts of said deductions for the period covered. Such deductions may be revoked by the person by notifying the Payroll Department of the College in writing to terminate the deductions. This provision became effective with the first paycheck in September of 1989.

ARTICLE VII. SALARY AND RATES OF PAY

A. Step Lane Schedule

STEP LANE SCHEDULE 2006-2007

LEVEL*	<u>INSTRUCTOR</u>	<u>ASSISTANT PROFESSOR</u>	<u>ASSOCIATE PROFESSOR</u>	<u>PROFESSOR</u>
5	40,096	44,908	50,297	56,333
6	41,379	46,345	51,907	58,136
7	42,703	47,828	53,568	59,996
8	44,069	49,358	55,282	61,916
9	45,479	50,937	57,051	63,897
10	46,934	52,567	58,877	65,942
11	48,436	54,249	60,761	68,052
12	49,986	55,985	62,705	70,230
13	51,586	57,777	64,712	72,477
14	53,237	59,626	66,783	74,796
15	54,941	61,534	68,920	77,189
16	56,699	63,503	71,125	79,659
17	58,513	65,535	73,401	82,208
18	60,385	67,632	75,750	84,839
19	62,317	69,796	78,174	87,554
20	64,311	72,029	80,676	90,356
21	66,369	74,334	83,258	93,247
22	68,493	76,713	85,922	96,231
23	68,835	79,168	88,672	99,310
24		79,564	91,510	102,488
25			94,438	105,768
26			94,910	109,153
27				109,699

NOTES

(1) 3.2% between cells except the top step in each lane.

(2) 12% between salary lanes.

* Level numbers are not to be equated to years of service.

STEP LANE SCHEDULE 2007-08

LEVEL*	<u>INSTRUCTOR</u>	<u>ASSISTANT PROFESSOR</u>	<u>ASSOCIATE PROFESSOR</u>	<u>PROFESSOR</u>
5	40,513	45,375	50,820	56,918
6	41,809	46,827	52,446	58,739
7	43,147	48,325	54,124	60,619
8	44,528	49,871	55,856	62,559
9	45,953	51,467	57,643	64,561
10	47,423	53,114	59,488	66,627
11	48,941	54,814	61,392	68,759
12	50,507	56,568	63,357	70,959
13	52,123	58,378	65,384	73,230
14	53,791	60,246	67,476	75,573
15	55,512	62,174	69,635	77,991
16	57,288	64,164	71,863	80,487
17	59,121	66,217	74,163	83,063
18	61,013	68,336	76,536	85,721
19	62,965	70,523	78,985	88,464
20	64,980	72,780	81,513	91,295
21	67,059	75,109	84,121	94,216
22	69,205	77,512	86,813	97,231
23	69,551	79,992	89,591	100,342
24		80,392	92,458	103,553
25			95,417	106,867
26			95,894	110,287
27				110,838

NOTES

- :
- (1) 3.2% between cells except the top step in each lane.
 - (2) 12% between salary lanes.
- * Level numbers are not to be equated to years of service.

STEP LANE SCHEDULE 2008-2009

LEVEL*	<u>INSTRUCTOR</u>	<u>ASSISTANT PROFESSOR</u>	<u>ASSOCIATE PROFESSOR</u>	<u>PROFESSOR</u>
5	40,930	45,842	51,343	57,504
6	42,240	47,309	52,986	59,344
7	43,592	48,823	54,682	61,243
8	44,987	50,385	56,432	63,203
9	46,427	51,997	58,238	65,225
10	47,913	53,661	60,102	67,312
11	49,446	55,378	62,025	69,466
12	51,028	57,150	64,010	71,689
13	52,661	58,979	66,058	73,983
14	54,346	60,866	68,172	76,350
15	56,085	62,814	70,354	78,793
16	57,880	64,824	72,605	81,314
17	59,732	66,898	74,928	83,916
18	61,643	69,039	77,326	86,601
19	63,616	71,248	79,800	89,372
20	65,652	73,528	82,354	92,232
21	67,753	75,881	84,989	95,183
22	69,921	78,309	87,709	98,229
23	70,271	80,815	90,516	101,372
24		81,219	93,413	104,616
25			96,402	107,964
26			96,884	111,419
27				111,976

NOTES

- (1) 3.2% between cells except the top step in each lane.
- (2) 12% between salary lanes.
- * Level numbers are not to be equated to years of service.

STEP LANE SCHEDULE 2009/10

LEVEL*	<u>INSTRUCTOR</u>	<u>ASSISTANT PROFESSOR</u>	<u>ASSOCIATE PROFESSOR</u>	<u>PROFESSOR</u>
5	41,360	46,323	51,882	58,108
6	42,684	47,805	53,542	59,967
7	44,050	49,335	55,255	61,886
8	45,460	50,914	57,023	63,866
9	46,915	52,543	58,848	65,910
10	48,416	54,224	60,731	68,019
11	49,965	55,959	62,674	70,196
12	51,564	57,750	64,680	72,442
13	53,214	59,598	66,750	74,760
14	54,917	61,505	68,886	77,152
15	56,674	63,473	71,090	79,621
16	58,488	65,504	73,365	82,169
17	60,360	67,600	75,713	84,798
18	62,292	69,763	78,136	87,512
19	64,285	71,995	80,636	90,312
20	66,342	74,299	83,216	93,202
21	68,465	76,677	85,879	96,184
22	70,656	79,131	88,627	99,262
23	71,009	81,663	91,463	102,438
24		82,071	94,390	105,716
25			97,410	109,099
26			97,897	112,590
27				113,153

NOTES

- (1) 3.2% between cells except the top step in each lane.
- (2) 12% between salary lanes.
- * Level numbers are not to be equated to years of service.

B. Education and Experience Requirements for Placement on Salary Schedule

1. Instructor

- a) Master's degree in subject field, or
- b) For faculty teaching career/occupational courses:
Bachelor's degree plus three (3) to five (5) years experience in the field, or Journeyman standing or its equivalent as determined by the College, or other accomplishments deemed acceptable to the College in technical/commercial areas based on certificates/industrial technical training, creation of programs, supervisory positions and similar situations covering areas in which normal collegiate recognition does not exist.

2. Assistant Professor

- a) Doctor's degree in subject field; or master's degree in subject field, plus at least fifteen (15) graduate hours beyond the master's degree in the subject field and five (5) years professional experience, or
- b) For faculty teaching career/occupational courses:
A bachelor's degree plus five (5) years experience in the field plus five (5) years in teaching experience; or bachelor's degree plus at least ten (10) years experience in the field.

3. Associate Professor

- a) Doctor's degree in subject field and five (5) years professional experience at least two (2) of which must be successful college teaching; or master's degree in subject field plus at least thirty (30) graduate hours beyond the master's degree of which a minimum of fifteen (15) must be in the subject field and half of the remainder must be in related fields, plus ten (10) years professional experience, at least five (5) years of which must be successful college teaching, or
- b) For faculty teaching career/occupational courses:
A master's degree in the subject field and ten (10) years teaching and five (5) years professional and/or technical experience; or master's degree in the subject field and fifteen (15) years experience in the field.

4. Professor

- a) Doctor's degree in the subject field and ten (10) years professional experience at least five (5) of which must be successful college teaching; or a master's degree in subject field, plus at least sixty (60) graduate hours beyond the master's degree of which a minimum of thirty (30) must be in the subject field and half of the remainder must be in related fields, fifteen (15) years professional experience at least eight (8) of which must be successful college teaching, and other exceptional qualifications and demonstrated instructional leadership, or
- b) For faculty teaching career/occupational courses:
A master's degree in subject field, plus at least sixty (60) graduate hours beyond the master's degree of which a minimum of thirty (30) must be in the subject field and half of the remainder must be in related fields, fifteen (15) years professional experience at least eight (8) of which must be successful college teaching; or a master's degree in the subject field and thirty (30) graduate hours beyond the master's degree in the subject or related fields, twenty (20) years of professional experience at least ten (10) of which must be successful college teaching and other exceptional qualifications and demonstrated instructional leadership.

5. As used herein, "subject field" also includes an approved (by the Vice President of Academic Affairs or designee) area related to the subject field.

6. As used in this article, "course" and "graduate hours" shall apply only to instruction received at institutions accredited by agencies recognized by the Council on Post Secondary Accreditation (COPA).

C. Professional Development Activities

If the following conditions are met, professional development activities other than traditional graduate coursework will be considered as equivalent to graduate hours for purposes of promotion and placement on salary lanes.

1. Undergraduate courses: Requests for approval of undergraduate coursework must be submitted in writing to the faculty member's immediate supervisor at least thirty (30) calendar days in advance of the commencement of the coursework. Transcripts of appropriate certification of the completion of the course work must be submitted within ninety (90) calendar days after completion of the coursework. Approved undergraduate courses will be equated at two-thirds (2/3) of the credit hour value earned.

2. Continuing Education courses: The faculty member will follow the same approval procedure as in the case of undergraduate courses and will provide transcript or appropriate certification of completion within ninety (90) calendar days after completion of the coursework. Approved continuing education courses will be equated at one-third (1/3) of the CEU earned.
3. Non-credit courses meeting on at least five (5) separate days: The faculty member will follow the same approval procedure as in the case of undergraduate courses and will provide transcript or appropriate certification of completion within ninety (90) calendar days after completion of the coursework. Approved non-credit coursework will equate to one (1) credit hour for each thirty (30) clock hours of instruction.
4. Non-credit courses meeting fewer than five (5) separate days and other professional development activities: Activities other than coursework (as covered in a),b) and c) above) must be proposed to the Professional Development Assessment Committee for assessment and review for determination of equivalent graduate hour value. The request must be approved by the committee prior to approval by the immediate supervisor and appropriate Vice President. The decision of the Vice President shall be final. A completion report must be submitted to the faculty committee within ninety (90) calendar days following completion of the activity. A completion report for activities completed after the end of the Spring Semester but before the beginning of the Fall Semester must be submitted to the faculty committee within thirty (30) calendar days of the beginning of the Fall Semester. The faculty committee shall be chosen pursuant to the procedures set forth in Article III,M,4,b(1) of this Agreement.
5. Request for approval of Institutional Service Professional Development Credit for Committee Chairs and/or offices held in Professional/ Charitable organizations at a Local, Regional, State, National, or International level must be submitted in writing to the Professional Development Committee for their evaluation. A completion report for activities completed after the end of the Spring Semester but before the beginning of the Fall Semester must be submitted to the faculty committee within thirty (30) calendar days of the beginning of the Fall Semester. Institutional Service Professional Development Credit, if approved, shall be awarded at the rate of one-half (1/2) Professional Development Unit Credit per semester per Committee Chair and/or office held.
6. The approval or non-approval of any such proposal shall be nonprecedential with respect to any other application for such activity.

(Article VII)

D. Conditions for Payment

1. Initial Placement

- a) Faculty members employed hereafter shall be placed on the salary schedule by the Board at the time of hire.

2. Movement on the Salary Schedule

- a) Horizontal movement shall take place as follows:

- 1) Any faculty previously approved by the Board for promotion for the duration of this contract.
- 2) The Promotions Committee shall review all faculty applications for promotion in academic rank. One faculty member shall be elected to the committee by each division each year. During this contract the Promotions Committee shall follow the procedures for the evaluation of applicants as outlined in the Report of the Contract Promotions Committee Procedures.
- 3) To be promoted to assistant professor, a faculty member must meet these conditions: The faculty member (a) has received tenure; (b) has completed five (5) years of Harper service as an instructor; and (c) meets the requirements for the new rank as set forth in Section B, 2, a or b of this article.
- 4) To be promoted to associate professor, a faculty member must meet these conditions: The faculty member (a) has received tenure; (b) has completed five (5) years of Harper service as an assistant professor; and (c) meets the requirements for the new rank as set forth in Section B, 3, a or b of this article.
- 5) To be promoted to professor, a faculty member must meet these conditions: The faculty member (a) has received tenure; (b) has completed five (5) years of Harper service as an associate professor; (c) meets the requirements for the new rank as set forth in Section B, 4, a or b of this article; (d) has demonstrated exceptional qualifications and instructional leadership; and (e) has been recommended by the Institutional Promotions Committee and approved by the Board of Trustees.
- 6) Horizontal movement, when it occurs, will be done as follows: Such movement shall be made to a salary step in the next vertical

lane at the level number that is one greater than the level number the faculty member was assigned the previous contract year.

7) A faculty member who otherwise qualifies for horizontal movement shall as a condition for advancement in any academic year file with the appropriate Vice President or designee written evidence of fulfillment of all training and experience requirements described in Section B of this Article by October 1 of each academic year.

b) Vertical movement of the salary schedule shall occur at the rate of one (1) step per year unless the Board shall otherwise advise the faculty member by April 1. Any faculty member so advised shall have the right to a meeting with the appropriate Vice President or designee and may be accompanied by a representative.

3. Rank

Academic rank will be maintained as previously defined herein.

4. Substituting

Any faculty member who substitutes shall be paid at thirty dollars (\$30) per fifty (50) minute class period. No person shall be paid extra for teaching two sections at the same hour, nor shall he/she be required to do so.

5. Overtime and Extra Sessions

a) Overtime (overloads) is defined as contact hours in excess of the normal workload (as defined in Article III-I.).

b) When a faculty member teaches in excess of the normal workload, he/she will be compensated for each contact hour in accordance with the schedule contained herein.

c) Overload pay begins after normal workload requirements as specified by Article III-I are fulfilled by the faculty member.

d) Overloads, when requested by the faculty and approved by the Dean or appropriate supervisor, will be limited to a maximum of fifteen (15) contact hours per year or for faculty members who do not have teaching responsibilities, two hundred seventy two (272) clock hours per year, and will be compensated for in accordance with the schedule contained herein.

- e) If faculty function in the following types of assignments, their overloads will be equated on the following basis:

Counseling	1 Clock Hour = 0.75 Contact Hours
Library Functions	1 Clock Hour = 0.75 Contact Hours
Developmental	1 Clock Hour = 0.50 Contact Hours

- f) Overload Pay Schedule

2006/07:

Level	BA or Less	MA	MA+15	MA+30	MA+60
0-3	660	680	700	720	740
4-6	680	700	720	740	760
7+	700	720	740	760	780

2007/08:

Level	BA or Less	MA	MA+15	MA+30	MA+60
0-3	685	705	725	745	765
4-6	705	725	745	765	785
7+	725	745	765	785	805

2008/09:

Level	BA or Less	MA	MA+15	MA+30	MA+60
0-3	710	730	750	770	790
4-6	730	750	770	790	810
7+	750	770	790	810	830

2009/10:

Level	BA or Less	MA	MA+15	MA+30	MA+60
0-3	735	755	775	795	815
4-6	755	775	795	815	835
7+	775	795	815	835	855

The above amount will be paid for each contact hour of overload that is consistent with the number of credit hours assigned to a course. In courses where the contact hours exceed the number of credit hours, the above amount will be paid for the first contact hour exceeding the number of credit hours and one-half (½) of the above rate will apply to any additional contact hours in excess of the credit hours.

- g) Compensation for Non-Teaching Responsibilities:

Program Coordinators and Department Chairpersons requesting compensation during noncontractual times shall submit a plan of activities to the Dean for approval at least one month prior to the

beginning of the activities. A completion report shall be submitted to the Dean prior to payment.

Additional compensation for the performance of non-teaching responsibilities on days not covered by the faculty member's regular contract, such as during vacation or recess periods, shall be remunerated pro-rata based on current salary. As used herein, "current salary" means the amount set forth in the step lane schedule (Article VII,A.). Responsibilities performed during the twelve (12) month period commencing August 1 of each year shall be governed by the step lane schedule in effect during the academic year which falls within this twelve (12) month period.

6. Intercollegiate Coaching Compensation Schedule

- a) Intercollegiate sports offered by the College will be approved by the Board.
- b) The following schedule of contact hour equivalents for each sport will be the basis for determining reassigned time. Full-time faculty who coach shall have the choice of designating reassigned time or overload pay. Coaching experience may be substituted for teaching experience in determining level.

<u>Position</u>	<u>Fall</u>	<u>Spring</u>	<u>Year Total</u>
Head Baseball Coach		7	7
Asst. Baseball Coach		5	5
Head Men's Basketball Coach	4	5	9
Asst. Men's Basketball Coach	3	3	6
Head Women's Basketball Coach	4	5	9
Asst. Women's Basketball Coach	3	3	6
Head Men's & Women's Cross Country Coach	6		6
Head Football Coach	10	5	15
Asst. Football Coach	6		6
Head Golf Coach	5		5
Head Men's Soccer Coach	6		6
Head Women's Soccer Coach	6		6
Head Softball Coach		7	7
Asst. Softball Coach		5	5
Head Men's Tennis Coach		5	5
Head Women's Tennis Coach	5		5
Head Men's & Women's Track Coach	3	6	9
Asst. Track Coach		5	5
Head Men's & Women's Swimming Coach	3	3	6

(Article VII)

Asst. Swimming Coach	2	3	5
Head Women's Volleyball Coach	6		6
Head Wrestling Coach	4	5	9
Asst. Wrestling Coach	3	2	5

7. Independent Study

Reimbursement of faculty for independent study students shall be at the rate of forty five dollars (\$45) per credit hour generated. A faculty member may not contract to work with more than four (4) students during any fall or spring semester.

Working with students in an IDS contact will not affect the overload limits for a faculty member as set forth in Article III-1.

During the summer session, if the faculty member has no other existing load, a maximum of thirty-six (36) credit-hour generated load will exist.

8. Pay Periods

Faculty members shall have the option of receiving their salary payments in twenty (20) or twenty-six (26) installments.

The twenty (20) or twenty-six (26) installments will be paid on a biweekly basis and the deductions will be prorated on a twenty (20) or twenty-six (26) installment basis. Insurance deductions will be pro-rated on a twenty (20) or twenty four (24) installment basis from the first two (2) pay periods of the month.

In either option, if the payday falls on a day when the College is officially closed, and the faculty member does not use direct deposit, checks will be available for pickup the preceding day in the Payroll Office from 8:30a.m. until Noon. Faculty will need to show proper identification and sign a release for their paycheck. Paychecks not picked up by Noon will be mailed to the faculty member.

The choice of payroll plans shall be made in writing no later than the sixth (6th) employment day of each academic year. If no choice of payroll plan is made, payment shall be on the basis of the twenty-six (26) installment method.

The Board agrees to meet with the Faculty Senate to discuss any alteration from the twenty six (26) pay period installments as a result of the installation of a new payroll system.

9. Summer School Pay

Summer school teaching compensation shall be determined as follows:

$$\frac{\text{Salary}^*}{1} \times \frac{n}{36} \times \frac{x}{15^{**}} \times 80\%$$

* = contracted salary of previous academic year

** = 12 will be used for faculty having 24 hour workload required

n = the number of weeks the course is taught

x = the number of contact hours taught per week

The above formula shall be applied to the first fifteen (15) contact hours taught per week of summer session. Any additional hours shall be calculated in accordance with Section D.5 of this Agreement.

Faculty members having either teaching or non-teaching responsibilities during the summer session shall be granted two (2) days of sick leave for assignments of eight (8) weeks duration or more. One (1) day of sick leave shall be granted for assignments having at least four (4) weeks duration. Sick days accrued herein will accumulate toward the maximum days allowable in Article IV-K.

Full-time faculty teaching NUR 104 during a four (4) week summer term will be credited with twenty (20) contact hours per week for use in the summer school formula.

No other provision of the Agreement (except Article V, Grievance Procedure; Article III, E, Seniority; Article VII,A,1, Step Lane; and Article VII,D,5(g), Compensation for Non-teaching Responsibilities) shall apply to summer school.

ARTICLE VIII. INSURANCE AND FRINGE BENEFITS

A. Professional Expense Benefits

1. Faculty members may be allowed professional expense benefits not to exceed one thousand seventy five dollars (\$1,075) for fiscal year 2006/07, one thousand one hundred dollars (\$1,100) for fiscal years 2007/08, one thousand one hundred twenty five dollars (\$1,125) for fiscal year 2008/09 and one thousand one hundred fifty dollars (\$1,150) for fiscal year 2009/10 for qualified professional expenses as described below:

a) Tuition and other approved educational expenses for professional development activities approved in advance by the appropriate Vice President. As used herein, "tuition and other approved educational expenses" shall not include any expenses as defined in Article VIII.A.1.B or any optional charges. All payments will be made only upon submission of the appropriate reimbursement form and appropriate 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 Vice President. Any such approval shall be nonprecedential.

b) Reimbursement for the following professional expenses may not exceed the total professional expense benefits allowed in Article VIII.A.1.

1) Membership fees and incidental expenses related to professional teaching organizations as approved by the appropriate Vice President.

2) Subscriptions to professional journals, books and periodicals directly related to the faculty member's teaching area.

3) Teaching supplies and materials directly related to the faculty member's discipline and educationally related equipment purchased by the faculty member, but not including items normally furnished by the College. Taxable purchases, personal computers or related equipment are not eligible for reimbursement after June 30, 2008. Purchase of computers and related equipment can only occur once prior to June 30, 2008.

4) Typing of the faculty member's master's or doctoral thesis.

- 5) Licensing fees and certification fees for associations and agencies related to teaching area.
 - 6) Travel to approved meetings and conferences related to faculty member's area of teaching, exclusive of any supplemental travel funds institutionally budgeted.
 - 7) Up to three hundred forty dollars (\$340) each academic year for a Cardiovascular Risk Assessment (stress test) and related Blood Cholesterol Profile performed at the Harper Cardiac Rehabilitation Center. This stress test and related blood profile are not eligible for reimbursement after June 30, 2008.
2. Professional expense benefits for approved travel and meetings or conferences may be disbursed in advance for amounts over three hundred and twenty-five dollars (\$325) provided faculty members submit to their immediate supervisor documentation supporting the advance request. In this case vouchers for expenses and appropriate evidence of payment (cash, check, or charge receipt) must be submitted within sixty (60) days from date of advancement.
 3. All disbursements for professional expense benefits for expenses already incurred must be supported by appropriate evidence of payment. All requests for reimbursement must be approved by the faculty member's immediate supervisor. Any professional travel expense must be preapproved. All vouchers for expenses incurred during the fiscal year must be submitted by June 15, except that professional expenses incurred during June may be allocated to the following year.

B. Aggregation of Professional Expenses

Any faculty member may assign up to one hundred percent (100%) of his/her professional expense funds pursuant to Section A above to other faculty provided such assignment shall be in writing and submitted with the approved voucher of the assignee.

C. Group Insurance

1. The Board shall pay the total premium not to exceed thirty-nine cents (39¢) per one thousand dollars (\$1,000) for group term life insurance equal to twice the faculty member's annual salary to the nearest thousand dollars, but not to exceed one hundred seventy thousand dollars (\$170,000). In addition the Board will pay the entire premium for Accidental Death and Dismemberment Insurance equal to twice their annual salary to the nearest thousand dollars, but not to exceed one hundred seventy thousand dollars (\$170,000).

2. The Board shall also pay the total premium necessary to provide a monthly disability benefit of sixty percent (60%) of salary not to exceed four thousand five hundred dollars (\$4,500) per month for short-term and long-term disability insurance.
3. The Board shall also pay the full premium for the faculty member for the dental coverage as provided during the 2006 plan year.
4. The Board shall contribute the amount of \$3,315 toward the 2006 plan year premium for either the PPO or HMO individual medical insurance coverage selected by a faculty member.

The Board shall contribute toward the premium for individual and dependent medical insurance coverage for either the PPO or HMO coverage for which the faculty member qualifies, in the following amounts for the 2006 plan year:

Individual and Spouse	\$6,584.50
Individual and Children	\$6,990.88
Individual, Spouse and Children	\$9,876.84

Future increases in the Board contribution for either the PPO or the HMO medical insurance coverage shall be based on the premium increase to the HMO coverage. The Board shall assume eighty percent (80%) of the HMO premium increase and the faculty member shall assume twenty percent (20%) of the HMO premium increase. The Board contribution to PPO insurance coverage will be the same dollar amount as the Board contribution to the HMO insurance coverage. A faculty member who selects PPO coverage will be responsible for any additional premium increase above the Board contribution for the plan of their choice, subject to the following paragraph.

In the event the premium contribution required by a faculty member would exceed twenty percent (20%) of the premium cost for the medical insurance coverage selected by the faculty member, the premium contribution of the faculty member shall be limited to twenty percent (20%) of the premium cost.

5. Also, as a means of resolving the health insurance grievance arbitration and implementing the medical insurance plan design changes of the 2002 negotiations, a covered and employed faculty member or retiree on the medical insurance plan shall be provided an annual premium insurance support of \$675 toward their respective health insurance premium for each of the four (4) medical insurance plan years, starting with the first pay period in January 2003, and ending with the last pay period in December 2006. The premium increase support shall be withdrawn from the fund balance in the insurance grievance and dental/short term disability insurance fund and applied to the insurance

deduction. Any fund balance remaining at the end of 2006 shall be paid out during the 2007 pay periods in a manner to be published during the open enrollment period.

The total amount of funds to be withdrawn from the insurance grievance and dental/short term disability insurance fund under this section shall not exceed \$2,106,000 over the four year period ending the last pay period in December 2006 and any remaining fund balance in 2007.

Effective for the 2006 plan year, should the annual premium increase by sixteen percent (16%) or more for either the HMO or the PPO over the previous year's premium for either the HMO or the PPO respectively, the Insurance Committee shall recommend plan design changes to reduce the premium increase to sixteen percent (16%) for the plan that the premium is sixteen percent (16%) or more.

The Insurance Committee shall forward the recommendation to reduce the premium increase to sixteen percent (16%) to the Faculty Senate for approval and submission to the Board of Trustees for approval. If the Faculty Senate rejects the recommendation it shall be returned to the Insurance Committee for reworking and re-submission, within three weeks, to the Faculty Senate for approval. If the Faculty Senate rejects the recommendation for the second time, or if the Insurance Committee or Faculty Senate fail to submit the recommendation within the time frame set forth herein, the Board of Trustees will choose the lowest amount of change(s) necessary to reduce the premium increase to sixteen percent (16%). The recommendation shall be sent to the Board of Trustees at least ten calendar days prior to the October Board of Trustees meeting.

6. 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 faculty members elect any dependent coverage, all premiums due thereafter not covered by the Board shall be deducted from the appropriate paycheck of the faculty member.

The health/major medical insurance shall be no less comprehensive than that which prevailed during the 2006 plan year provided such coverage may be altered in accordance with this section (C).

During the term of this agreement there shall be no changes to the health insurance plan, except as provided in accordance with this section (C), without the agreement of the Faculty Senate.

7. During the term of this Agreement, the parties shall evaluate the existing health/major medical/dental insurance programs. Such evaluation shall be conducted by a committee composed of an equal number of faculty members

to be appointed by the President of the Senate and other persons to be appointed by the President of the College not to exceed six (6) in total number. Other recognized or established employee groups at the College may each appoint an individual non voting member of the committee as a representative of such other employee group. The committee shall have the authority to recommend alteration of any applicable provision of this section (C), including changing insurance providers, and as such to be effective from and after such date established by the committee through the expiration date of this Agreement, provided at least four (4) voting members of the committee affirmatively approve such change with a "yes" vote and provided that the Senate and the Board of Trustees approve any alteration of the program.

8. A summary of the medical care highlights and premiums can be referenced through the Harper Internal Publications (HIP) site under Human Resources (HR). Select Employee Benefits and then select the appropriate benefit. The HMO and PPO health insurance sections include a link to the summary of benefits and also a link to the Blue Cross Blue Shield web site. Hard copies of the benefit summaries are also available for review in the Human Resources department.
9. As used in this section (C), the term 'fiscal or plan year' shall mean the twelve (12) calendar months commencing January 1.
10. The Board shall make available to faculty 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 two thousand five hundred dollars (\$2,500) and the maximum reimbursement for non-reimbursed dependent care shall be five thousand dollars (\$5,000).
11. The Cardiac Rehabilitation Phase III program at Harper shall be available to active and retired faculty members. The faculty or retired faculty member shall pay for the Phase III program and then be reimbursed by the Board.

D. **Secretarial Service**

Insofar as practical and the budget permits, the services of student aides shall be made available to faculty members. Where feasible the regular secretarial staff may assist faculty members in the preparation of instructional materials.

E. **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 Vice President of Administrative Services or designee, subject to reasonable regulation by the Board.

F. **Board Payment to Retirement System (SURS)**

From the Compensation Schedule, the Board shall deduct for each faculty member a sum equal to eight percent (8%) of the amount due such faculty member pursuant to the Compensation Schedules to the State of Illinois State Universities Retirement System, to be applied for the retirement account of such faculty member.

G. **Tuition Waiver**

Retired faculty as used herein shall include those retired under SURS or the Harper plan as described in Article IX.

Each full-time faculty member, spouse, and child twenty-four (24) years of age and under shall have the right to enroll in credit courses offered by the College without tuition charge.

The amount of continuing education tuition waived per class shall be one hundred percent (100%) for the faculty member. The spouse or child waiver of continuing education courses shall be 75% in FY 2006/07, 50% in FY 2007/08, 25% in FY 2008/09 and no waiver of tuition in FY 2009/10. As an exception, dependent child participation in any summer INZONE program shall be eligible for a eighty percent (80%) tuition waiver during this Agreement.

The participation of such faculty member, spouse, or child in any course shall not permit such course to be conducted if it would otherwise be terminated for lack of sufficient enrollment.

This section will also apply to the spouse and to children twenty-four (24) years of age or under of a faculty member deceased or permanently disabled prior to early retirement or full retirement.

ARTICLE IX. EARLY RETIREMENT

The Board shall establish an early retirement program (hereinafter "program") subject to all of the following:

PLAN I.

- A. The program shall be open to all faculty members who are at least 55 years of age on July 1 of the year of retirement, who have been employed by the College as faculty members for the preceding 10 years on a full-time basis, and who retire no later than July 31, 2010.
- B. Application for participation in the program shall be submitted in writing to the appropriate Vice President or designee no later than March 15, 2009.
- C. Each application shall include a plan for the rendition of appropriate service to the College during the period of early retirement. Such services shall not be inappropriate solely because they are rendered off campus.
- D. The following table outlines the application and retirement deadlines as well as the compensation for the services.

Application Deadline	Retirement Date	Benefit * (per year post-retirement)
December 15, 2006	July 31, 2007	25%, 20%, 20%, 20%, 20%
March 15, 2007	July 31, 2008	25%, 20%, 20%, 20%
March 15, 2008	July 31, 2009	25%, 20%, 20%
March 15, 2009	July 31, 2010	25%, 20%
		* Benefit calculated as percent of base salary of the last year of full-time teaching at the College (exclusive of overloads and any other stipends).

Payments for services rendered shall be made no less often than quarterly.

- E. The plan shall terminate at the conclusion of the benefit period or upon death of the early retiree ("the period of early retirement"), whichever shall first occur. In the event of the death of an early retiree, the College will continue payments to the designated beneficiary for the balance of the current year. The plan shall also be terminable as to any retiree for failure to perform the services in his/her specific retirement program or for other good cause shown.
- F. During the period of early retirement, the Board shall provide the early retiree with life and accidental death and dismemberment insurance coverage as is available to faculty members under this Agreement. The Board shall continue to pay the

(Article IX)

premium for the early retiree's life and accidental death and dismemberment insurance coverage during the period of early retirement.

The retiree and dependent(s) shall change medical and dental insurance coverage to the plans offered to community college retirees through the College Insurance Program offered by Central Management Services. Health insurance during retirement shall be in accordance with the rules and regulations as established by Central Management Services. The Board shall reimburse the retiree for unreimbursed premium, deductible and co-payment medical expenses up to the premium dollar limits available to active faculty members under this agreement for the remainder of the early retirement period.

- G. During the period of early retirement, the retiree shall be an independent contractor and not an employee of the Board.
- H. The Board shall approve an early retirement plan which meets all of the conditions of this article if such shall have been timely submitted.

PLAN II.

Plan II was eliminated by Illinois State law and SURS as of 9/01/2002.

PLAN III.

The specific details of Plan III are included in a side letter to this agreement.

POST RETIREMENT EMPLOYMENT PROGRAM

A tenured faculty member who elects to retire from Harper College under the State Universities Retirement System, and who desires to continue a professional affiliation with the College, may apply for participation in the post-retirement employment program as outlined in the Post Retirement Employment Program side letter.

ARTICLE X. PRECEDENCE OF AGREEMENT

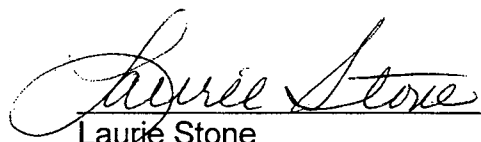
- A. If there is any conflict between the written terms of this Agreement and the terms of an individual contract of employment, the written terms of this Agreement shall be controlling.
- B. If there is any conflict between the written terms of this Agreement and written Board policies or written Board rules and regulations which may from time to time be in effect, the written terms of this Agreement shall be controlling.
- C. 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 cases all other provisions of this Agreement shall remain in effect.
- D. 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 provision of this Agreement.

ARTICLE XI. EFFECTIVE DATE AND DURATION

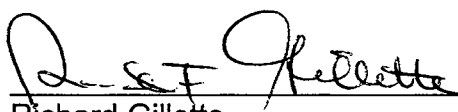
This Agreement shall be effective on August 15, 2006 subject to ratification by the Faculty Senate and approval by the Board of Trustees on October 24, 2006.

This Agreement shall continue in full force and effect through midnight on the day prior to faculty reporting for the 2006/2010 academic year.

BOARD OF TRUSTEES

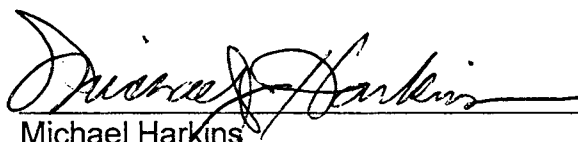


Laurie Stone
Chair

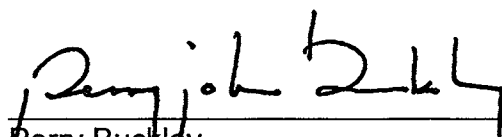


Richard Gillette
Secretary

FACULTY SENATE



Michael Harkins
President



Perry Buckley
President, Local 1600, AFT, AFL-CIO

**SIDE LETTER TO THE 2006/10 FACULTY AGREEMENT
EXTRA ASSIGNMENT PROGRAM**

An extra assignment program shall be available for the first two years of this Agreement only and shall terminate at the conclusion of the second year of this Agreement.

A faculty member who is at least 55 years of age, or is eligible to retire under SURS without discount, and who has been employed by the College as a faculty member for the preceding fifteen (15) years on a full-time basis as of August 31 of the year of retirement, shall have the option to elect to perform an extra assignment and to have his/her scheduled base salary increased by 20 percent over the previous year's scheduled base salary. This increase shall be for a maximum of one (1) academic year and will reduce the amount of available compensation which can be earned under Article IX-D.

A faculty member who is at least 55 years of age, or is eligible to retire under SURS without discount, and who has been employed by the College as a faculty member for the preceding twenty (20) years on a full-time basis as of August 31 of the year of retirement, shall have the option to elect to perform an extra assignment and to have his/her scheduled base salary increased by 20 percent over the previous year's scheduled base salary. This increase shall continue for a maximum of two (2) consecutive academic years and will reduce the amount of available compensation which can be earned under Article IX-D.

Fifty percent (50%) of the increase shall be deducted from the first year of available compensation identified in Article IX-D and the remaining fifty percent (50%) of the increase shall be deducted from the second year of available compensation identified in Article IX-D. The balance of the compensation earned in Article IX-D shall be paid out over the remaining years of participation in the Early Retirement program. The amount paid out by the College shall not exceed the maximum of that provided for in Article IX-D or otherwise mandated by Illinois State Law.

In addition, as a result of participation in the extra assignment program and/or the provisions of SB 27 or other applicable legislation, any additional contribution required of Harper College by SURS because of a salary earnings increase over six percent (6%) will be deducted from the funds available to the faculty member under Plan #1.

Application for participation in the extra assignment program for a faculty member who elects to retire at the end of the 2006/07 or 2007/08 academic year must submit his/her request for participation approval within thirty (30) calendar days after Board approval of the new negotiated agreement.

The plan to participate in the extra assignment program shall be put forth in a separate contract between the faculty member, in consultation with the Faculty Senate, and the Board of Trustees.

Once a participation request is accepted by the Board of Trustees, it may not be canceled, changed or used in combination with any other plan except by mutual

agreement between the faculty member, in consultation with the Faculty Senate, and the Board of Trustees.

SIDE LETTER TO THE 2006/10 FACULTY AGREEMENT

**GRANTS TO SUPPORT PROFESSIONAL DEVELOPMENT IN APPLICATION OF
TECHNOLOGY**

The Board shall allocate the amount of \$25,000 per year during the term of this contract to be available for the professional development of faculty engaged in discipline specific applications of technology. The application will be processed through the office of the appropriate Dean.

SIDE LETTER TO THE 2002/2006 and the 2006/2010 FACULTY AGREEMENT

**Back to Work Agreement Between Harper College Faculty Senate and the
Board of Trustees of Harper College**

1. No Reprisals:

It shall be a term and condition of this Agreement that there will be no reprisals by the Faculty Senate or the Board against the Board or the Faculty Senate, its members, students, clerks, or any other person as a result of participation or non-participation by any of the above in the 2002 strike by the Senate or other activities in connection therewith. It shall be provided, however, that denial of sick leave or personal leave of faculty during the strike is not to be considered reprisal. The Faculty Senate will dismiss with prejudice any and all legal proceedings which it has filed in connection with the strike including Charge No. 2003-CA-0024-C and agrees not to institute any further claims or other litigation in connection therewith. The Board likewise agrees not to process any claims, grievance, or other litigation in its behalf based on the strike or any strike-connected action taken by the Senate or the faculty, except as otherwise noted herein.

No reference to the involvement of any faculty member in the strike or activity related to the strike shall be transmitted to others in any verbal, written, print, electronic or recorded formats, especially letters of reference, except as required by law or court order.

**SIDE LETTER TO THE 2006/10 FACULTY AGREEMENT
INTELLECTUAL PROPERTY MANUAL**

The Board and the Faculty Senate agree to create a committee to develop an intellectual property procedure manual for the College. The committee will be composed of three (3) tenured faculty members appointed by the Faculty Senate and three (3) committee members appointed by the College President. The committee will be formed in the 2006/2007 academic year. In creating the manual, the committee may use any and all existing College documents dealing with intellectual property rights, copyrights, and patents, as well as other relevant materials. The committee will submit its completed work to the College President for Board consideration no later than May 30, 2007.

**SIDE LETTER TO THE 2006/10 FACULTY AGREEMENT
POST RETIREMENT EMPLOYMENT PROGRAM
(Application procedure from Faculty Handbook)**

In order to allow Harper College the greatest possible access to both the individual and collective expertise of its faculty, and at the same time accord the faculty full participation in the State Universities Retirement System (SURS), while remaining an integral part of the academic life of the institution, a program for post-retirement employment is hereby established as follows:

1. A tenured faculty member who elects to retire from Harper College under the State Universities Retirement System, and who desires to continue a professional affiliation with the college, may apply for participation in the post-retirement employment program by submitting a written request to their Dean no later than 90 days before retirement is to begin. The decision to approve this request and the number of contact or clock hours assigned is made by the Dean after consultation with the appropriate department chair or coordinator. Approval or denial of this request must be given in writing at least 60 days before retirement is to begin. (It is the responsibility of the retiree to satisfy the 60-day hiatus in employment in the same system required by SURS.)
2. The retiree may participate in this program for a period of one year. Participation is renewable annually by submitting a written request to the Dean by the end of the current academic year and receiving a written approval from the Dean.
3. Subject to course availability, the retired faculty member may teach a combination of course assignments which will not exceed 12 contact hours per academic year, and may include the summer semester. Those faculty who were previously employed on the basis of a 35-hour week may work a maximum of 40% of the total number of hours required to fulfill the annual contract. (It is the responsibility of the retiree to determine the maximum amount that he/she may earn without affecting his/her retirement annuity under SURS and not accept employment beyond the allowable maximum.) Retired faculty shall work subject to the following conditions:
 - a) All options under this program are subject to availability of work for which the retired faculty member is qualified.
 - b) Retired faculty shall have priority of assignment after all full-time faculty have obtained their normal load and any overload, but before any adjunct assignments are made. The Dean, after consultation with the appropriate department chair or coordinator, reserves the right to determine modality of delivery and the number of contact or clock hours assigned to the retired faculty member.
 - c) If two or more retired faculty participate, the greatest seniority at the time of retirement will determine the first choice of available work for which both are qualified.

- d) The rate of compensation per contact hour shall be calculated at two (2) times the appropriate overload pay schedule rate for 2006/07 and 2007/08, one and one-half times the appropriate overload pay schedule rate for 2008/09 and one times the appropriate overload or adjunct rate, whichever is higher for 2009/10, in existence during the period of this appointment.
- e) Retired faculty may also be employed to develop and/or participate in non-teaching related responsibilities such a mentoring and curriculum development.
- f) Retired faculty shall be eligible for any adjunct faculty benefits available during their appointment, including leaves.
- g) Retired faculty may be asked to serve, and shall be eligible for membership on all college committees.
- h) Retired faculty shall be subject to annual student and departmental evaluation.
- i) All provisions contained in this program are subject to entitlements and restrictions as mandated by the retiree's participation in SURS.

**SIDE LETTER TO THE 2006/10 FACULTY AGREEMENT
DISTANCE LEARNING**

A faculty member shall be eligible to develop a course in a distance format by first making a written application for approval by his/her Dean. If the request is approved by the Dean, the faculty member shall receive a stipend, upon successful completion of the course in distance format, as follows:

During the semester in which the course is developed in a distance format, the faculty member will receive the following stipend:

		Is this the first time that this faculty member has developed a course in distance format?	
		YES	NO
Is this the first time that this course (e.g. MTH100) has been developed in this on-line format?	YES	\$1250	1000
	NO	\$1000	800

During the semester in which the course is taught for the first time, the faculty member will receive the following stipend:

		Is this the first time that this faculty member has developed a course in distance format?	
		YES	NO
Is this the first time that this course (e.g. MTH100) has been developed in this on-line format?	YES	\$1250	1000
	NO	\$1000	800

When a faculty member receives compensation from the College for developing a course in a distance format, the course shell (such as Blackboard or equivalent system) becomes the property of the College. The course shell does not include any content or materials which have been determined to be the intellectual property of the faculty member.

**SIDE LETTER TO THE 2006/10 FACULTY AGREEMENT
DOMESTIC PARTNER BENEFIT**

It is mutually agreed that the Insurance Committee identified in Article VIII, C, 7 of this Agreement shall evaluate the addition of domestic partner health insurance benefit coverage to the College health/major medical/dental insurance programs.

Recommendations made by the Committee will be forwarded to the Senate President and the College President no later than July 31, 2008.

**SIDE LETTER TO THE 2006/10 FACULTY AGREEMENT
ORTHODONTIC, HEARING, AND EYE CARE**

It is mutually agreed that the Insurance Committee identified in Article VIII, C, 7 of this Agreement shall evaluate the addition of (1) orthodontic coverage, (2) hearing examination and/or hearing equipment coverage and (3) eye examination and/or lenses coverage to the College health/major medical/dental insurance programs.

Recommendations made by the Committee will be forwarded to the Senate President and the College President no later than July 31, 2008.

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