

2017/2022

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.

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.

The President of the Senate shall advise the Provost 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 Provost, 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 Provost 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 Intellectual Property Procedure manual, which was developed by a committee composed of three (3) tenured faculty members appointed by the Faculty Senate and three (3) committee members appointed by the College President.

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's purpose is to describe the procedures administering faculty professional activities at Harper College. A Faculty Handbook Committee consisting of 3 faculty members appointed by the Faculty Senate President and 3 Administrators appointed by the Provost shall regularly update the Faculty Handbook as necessary. All changes to the Faculty Handbook must be approved by the Provost and presented to the Faculty Senate before taking effect.

P. **Non-Solicitation and Distribution**

The College maintains policies on solicitation and distribution of literature. Toward that end, class lists and any other data about students are to be used solely for College instructional, administrative, advising/counseling and business purposes. Use of this information for personal or business solicitation is strictly prohibited.

Except as otherwise provided below, the policies apply to and prohibit soliciting in Harper College facilities or on campus by for-profit corporations, non-profit organizations, faculty, staff, students, or any other individuals. This prohibition includes personal solicitations made through campus e-mail listservs.

Pursuant to College Policies concerning "Non-Solicitation and Distribution of Literature", neither policy is intended to prohibit the Harper College Faculty Association from distributing materials to their membership or from conducting the business of their local chapter (union members communicating with union members directly on union business, not engaging the general public) providing such activities do not disrupt normal college business.

More specifically,

1. These policies do not prohibit employees from exercising their protected rights under federal or state law. Employees have the legal right to engage in union solicitation (either for or against) while at work subject to the employer's right to prohibit solicitation during the employee's working time.
2. Employees have a similar right to distribute union related literature at work if it is during the non-working time of the employees involved. This includes the use of faculty mailboxes and e-mail. Because the distribution of paper involves the potential for litter, Harper may also prohibit distribution during an employee's non-working time if the distribution is disruptive and taking place in a working area.

ARTICLE III. CONDITIONS OF EMPLOYMENT

A. Academic Freedom and 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.
6. Anonymous complaints alone cannot result in disciplinary action against a faculty member. Completed investigations that do not result in a finding cannot be used in later disciplinary investigations.

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) Part-time employment at the College prior to the date of Board approval, (2) date of executing a faculty contract (Board Date), (3) Faculty Senate Date, (4) Receipt Date of Signed Offer Letter, or finally (5) 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. **Dual Appointment**

Faculty members are hired into a particular department or program. This is their Primary Appointment. A tenured faculty member who has attained the appropriate credentials, as defined in the Faculty Credentials Document, to teach a full load in another department or program may apply for a Secondary Appointment. A committee consisting of the Chief Academic Officer, the appropriate dean, and the chair/coordinator of the department shall verify the necessary credentials are in the faculty member's personnel file. Upon verification of credentials, the faculty member shall receive a Secondary Appointment.

A faculty member with a Secondary Appointment shall be placed on a department's Secondary Seniority List by order of the semester the Secondary Appointment was granted. In case two (2) or more faculty members received a Secondary Appointment the same semester, the date of original hire shall determine the order on the Secondary Seniority List.

The Secondary Seniority List shall be used for class selection in one's secondary appointment. After consultation with the primary dean, a faculty member may teach up to a maximum of four (4) contact hours per academic year in their secondary appointment as part of base workload even if a full load is available in their primary appointment. After all full-time faculty in the department have selected their classes for the semester, including overload classes, faculty members on the Secondary Seniority List will choose their courses for load and/or overload. After consulting with the primary dean, the faculty member shall notify the department chair/coordinator of the intention to teach in a secondary appointment prior to the selection of courses.

Faculty members should consider it a professional obligation to remain current in both the primary and the secondary disciplines. Professional expense money can be used to attain and/or maintain credentials in a secondary area.

G. **Class and Assignment Schedules**

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

H. **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 Provost. 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.

Each semester a faculty member may teach up to one (1) Learning Community for base load. An additional Learning Community may be taught for overload with the approval of the appropriate Dean.

I. **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.

J. **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, 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 courses shall have a normal workload of twenty-four contact hours per year. Properly credentialed Faculty teaching ENG courses may teach three contact hours of LIT or HUM courses per semester as part of their load. Faculty with a twenty-four contact hour workload who are receiving 3 or more hours of reassigned time in a semester must teach ENG classes as their remaining base workload unless they receive approval from the appropriate dean for an alternative class schedule.
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 provisions are specific to courses for which 50% or more of the course time is at a distance.
 - a) All decisions about faculty load, class assignments, and schedules will be made consistent with Article III-F, G, I and K of the contract. In addition to "Teaching Credentials" under Article III-G, faculty teaching distance learning classes shall demonstrate distance learning teaching credentials through successful prior distance learning teaching experience at Harper College, completion of approved professional development addressing distance learning teaching, or other methods as approved by the appropriate dean.
 - b) Class size for classes offered at a distance will be consistent with Article III-H.
 - c) Faculty teaching a course at a distance for the first time shall first seek written approval from the appropriate Dean. Before the course can be scheduled in a distance learning format, the course shall be reviewed through the College's distance learning course Design Review process and must be approved by the appropriate dean. Upon completion of teaching the

course for the first time, faculty shall receive a stipend of \$2,500. In return for this compensation, the course shell (in Blackboard or an equivalent system) becomes the property of the College. The faculty member retains ownership of the intellectual property associated with the course.

- d) All distance learning courses shall be subject to design review, based on a schedule established by the Administration and Faculty Senate. All faculty who have taught the course under review in a distance learning format at least once in any of the four semesters leading up to the review, shall participate in the review process to maintain eligibility to continue teaching the course in a distance learning format. Peer to peer feedback shall be provided by Peer Reviewers using a Design Review process recommended by the Academy for Teaching Excellence and approved by the Academic Standards Committee. An Institutional list of Peer Reviewers who meet criteria as established by the process will be available in the Academy for Teaching Excellence. The faculty member whose course is being reviewed shall consult with the appropriate dean to select a Peer Reviewer to review his/her course. Stipends for peer reviewers shall be approved by the Faculty Senate and the Provost before any course Design Reviews shall occur.
 - e) Reassigned time for department chairs or coordinators will be consistent with Article III K1, a and b.
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:

- a) 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.
 - b) 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.
15. At the beginning of each course, Faculty shall post a syllabus in the college-provided learning management system (currently Blackboard). Utilization of additional educational technology features shall be determined by individual

faculty as appropriate for each course.

K. Career Program Coordinators and Departmental Chairpersons

1. Every academic department with at least one full-time faculty member shall have one chair (transfer programs) or coordinator (career programs). 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 members is employed, then the Dean may appoint a faculty member to serve.

Departments may choose to allocate chair or coordinator reassigned time to other members of their department to complete specific chair/coordinator duties.

Prior to each semester the Department chair or coordinator shall notify the appropriate dean of any faculty receiving reassigned time and the specific chair/coordinators duties they are assuming.

The Dean, after consultation with the Department Chair or Coordinator and the Department, can remove a Department Chair, Coordinator, or faculty receiving chair/coordinator reassigned time 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 select 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.
3. The Board and the Faculty Senate agree to create a team to develop a new department/unit Chair/Coordinator structure for the College resulting in significantly fewer chairs. The intent is to remain reassigned time neutral, but reduce the number of chairs/coordinators to improve communication at the college. The Committee will be comprised of three (3) tenured faculty members appointed by the Faculty Senate President and three (3) members appointed by the Provost. The Committee will be formed in fall 2017. In creating the new structure for departments and chair/coordinator assignments, the team shall also examine all relevant issues such as job descriptions, summer riders, and reassigned time allocation. The team will submit its completed work to the Faculty Senate and Provost for consideration no later than March 15, 2018. The work of the team, once agreed upon by the Faculty Senate and the College will be added to the contract as an MOU.

L. **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.

For FY18, Departments shall receive the same reassigned time as FY17 (less any temporary project time), unless there is a change of enrollment in the department of 10% or more, plus or minus.

The Chair/Coordinator Restructuring Committee as outlined in Article III.J.3 shall make recommendations on reassigned times for chair and coordinator duties as part of their charge. The total college reassigned time for chair and coordinator work shall not be reduced below FY17 levels unless there are significant declines in student enrollment.

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 plus one-half the contact hours taught by dual credit 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 Provost or designee, consisting of an administrator and three (3) appropriate department chairs/coordinators. The recommendation will be forwarded to the Provost 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.I.6., the reassigned time will be equated as follows:

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

M. **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.

N. **Tenure**

1. Types of Appointments

- 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.

O. 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 a Secondary Appointment. They shall be reassigned to their Secondary Appointment as their Primary Appointment, assuming that a full teaching load is available. A faculty member who is reassigned shall be appointed to the new Primary Seniority List above all non tenured faculty members in the department, but below all tenured faculty members in the department, regardless of the date of hire.
 - b) 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
 - c) has academic training which satisfies North Central Association and/or applicable professional accreditation standards, and 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.

P. **Employee Monitoring**

Technological surveillance, such as but not limited to, cameras, key cards, computer activity, network access (subject to the College's Acceptable Use of Harper College Communications Network Policy), shall not be gathered or used as part of job performance investigations and evaluations, excluding potentially criminal investigations and/or violations of Board Policy. Harper College does not have a time and attendance system for full-time faculty.

ARTICLE IV. LEAVES

A. Educational Improvement and Work Experience Leaves

Tenured faculty members may be granted, upon written application to the Provost 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 (step, adoptive, foster or parent-in-law), spouse or domestic partner, or children (or any child that the employee is acting *in loco parentis*).

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 Provost or designee, the faculty member may be granted leave without pay. The term "faculty member's family" is defined as the faculty member's sibling (step, adoptive or foster), aunt or uncle, nephew or niece, grandchildren, grandparents or current in-laws (son/daughter, brother/sister) 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 below, which is applicable only to non-tenured faculty members, and in Section 8 below which is applicable to all faculty members).

1. Application for such leave shall be made in writing to the Provost or designee at least ninety (90) calendar days prior to the anticipated birth of the child.
2. The faculty member and the Provost 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 Provost 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 Provost may waive any of the requirements of this section at his/her sole discretion; any such waiver shall not be precedential in any respect.
3. A faculty member who has enough accumulated sick leave is eligible to use such paid leave during the Fall or Spring semesters for up to eight (8) weeks from the date of birth or adoption. In cases when the conclusion of such time is within six (6) weeks of the end of the academic semester accumulated sick leave may continue to be used through the end of the current semester.
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 Provost or designee in writing upon the initiation of such proceedings. Leave shall be granted upon satisfactory written notification to the Provost 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 Provost 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 Provost 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 Provost 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 "Unused Personal Business to Sick" leave. These days cannot be reported to SURS for extra service credit purposes when the employee leaves the College, but can otherwise be used as sick days (Article IV, Section L). 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 (½) 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 Provost 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 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 parents (step, adoptive, foster or parent in-law), spouse or domestic partner, or children (or any child that the employee is acting *in loco parentis*). 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.

1. **Faculty Sick Bank**

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

All personal leave days that are not used by faculty members through the end of the fiscal year (June 30) may be irrevocably donated to the Faculty Sick Bank.

The recipient is a faculty member who is eligible to accrue leave and has exhausted all paid leave and has met the definition of a "serious medical hardship or extended illness or injury." The leave must be used for the serious illness or injury of the employee and may not be used for an employee's spouse, child or other family member. The faculty member must also meet the eligibility definitions of the Family Medical Leave Act (FMLA).

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

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

Definitions:

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

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

Sick Leave Request Process:

The Senate will determine the number of days, which may be granted to an individual Sick Leave Bank member upon the member's request and validation from Human Resources of the individual's eligibility. The Senate may or may not grant days requested from the Sick Leave Bank. If no days are available in the bank, no funds will be available to be paid. To obtain days from the Sick Leave Bank, the requesting employee must complete a written request form and send it to the Faculty Senate.

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

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

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

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. **Non-Precedential 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 Provost 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 Provost 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,
 - 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 Schedules****STEP LANE SCHEDULE FOR 2017-2018**

LEVEL*	<u>INSTRUCTOR</u>	<u>ASSISTANT PROFESSOR</u>	<u>ASSOCIATE PROFESSOR</u>	<u>PROFESSOR</u>
5	46155	51462	57380	63979
6	47539	53006	59102	65899
7	48965	54596	60875	67876
8	50434	56234	62701	69912
9	51947	57921	64582	72009
10	53506	59659	66520	74169
11	55100	61437	68502	76380
12	56742	63268	70543	78656
13	58433	65153	72646	81000
14	60174	67095	74810	83414
15	61956	69081	77025	85883
16	63790	71125	79305	88425
17	65678	73231	81652	91042
18	67622	75398	84069	93737
19	69610	77615	86541	96493
20	71656	79897	89085	99330
21	73763	82246	91704	102250
22	75932	84664	94400	105256
23	78149	87136	97157	108330
24	80431	89680	99994	111493
25	82779	92299	102913	114748
26		94994	105919	118099
27			108990	121524
28			112151	125048
29				128675

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

STEP LANE SCHEDULE FOR 2018-2019

LEVEL *	<u>INSTRUCTOR</u>	<u>ASSISTANT PROFESSOR</u>	<u>ASSOCIATE PROFESSOR</u>	<u>PROFESSOR</u>
6	48230	53535	59424	65960
7	49676	55141	61206	67939
8	51167	56795	63043	69977
9	52702	58499	64934	72077
10	54283	60254	66882	74239
11	55911	62062	68888	76466
12	57566	63899	70927	78729
13	59270	65790	73027	81060
14	61025	67737	75188	83459
15	62831	69742	77414	85930
16	64666	71779	79674	88439
17	66554	73875	82001	91021
18	68497	76032	84395	93679
19	70497	78252	86860	96414
20	72528	80506	89361	99191
21	74616	82824	91935	102048
22	76765	85210	94583	104987
23	78976	87664	97307	108010
24	81219	90153	100070	111078
25	83526	92714	102912	114232
26	85898	95347	105835	117477
27		98055	108841	120813
28			111888	124196
29			115021	127673
30				131248

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

STEP LANE SCHEDULE FOR 2019-2020

LEVEL *	<u>INSTRUCTOR</u>	<u>ASSISTANT PROFESSOR</u>	<u>ASSOCIATE PROFESSOR</u>	<u>PROFESSOR</u>
6	50006	55257	61059	67470
7	51506	56914	62890	69494
8	53051	58622	64777	71579
9	54643	60380	66720	73726
10	56282	62192	68722	75938
11	57971	64058	70784	78216
12	59675	65941	72865	80515
13	61429	67880	75007	82883
14	63235	69875	77212	85319
15	65095	71930	79482	87828
16	66969	74001	81771	90357
17	68898	76132	84126	92959
18	70882	78325	86549	95637
19	72924	80581	89042	98391
20	74980	82853	91553	101166
21	77095	85190	94134	104019
22	79269	87592	96789	106952
23	81504	90062	99518	109968
24	83754	92548	102265	113003
25	86065	95102	105088	116122
26	88441	97727	107988	119327
27		100424	110969	122620
28			113965	125931
29			117042	129331
30				132823

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

STEP LANE SCHEDULE FOR 2020-2021

LEVEL *	<u>INSTRUCTOR</u>	<u>ASSISTANT PROFESSOR</u>	<u>ASSOCIATE PROFESSOR</u>	<u>PROFESSOR</u>
7	52261	57487	63236	69560
8	53829	59212	65133	71647
9	55444	60988	67087	73796
10	57107	62818	69100	76010
11	58821	64703	71173	78290
12	60585	66644	73308	80639
13	62354	68590	75449	82994
14	64175	70593	77652	85417
15	66049	72654	79919	87911
16	67978	74775	82253	90478
17	69908	76899	84589	93048
18	71894	79083	86991	95690
19	73935	81329	89462	98408
20	76035	83639	92002	101203
21	78134	85947	94542	103996
22	80290	88319	97151	106866
23	82506	90757	99832	109816
24	84783	93262	102588	112847
25	87055	95761	105337	115871
26	89389	98327	108160	118976
27	91784	100963	111059	122165
28		103668	114035	125439
29			117000	128700
30			120042	132046
31				135480

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

STEP LANE SCHEDULE FOR 2021-2022

LEVEL *	<u>INSTRUCTOR</u>	<u>ASSISTANT PROFESSOR</u>	<u>ASSOCIATE PROFESSOR</u>	<u>PROFESSOR</u>
7	53458	58804	64684	71153
8	55062	60568	66625	73287
9	56714	62385	68624	75486
10	58415	64257	70682	77750
11	60168	66184	72803	80083
12	61973	68170	74987	82485
13	63770	70147	77161	84878
14	65619	72181	79399	87339
15	67522	74274	81702	89872
16	69480	76428	84071	92478
17	71426	78568	86425	95068
18	73426	80768	88845	97729
19	75481	83030	91333	100466
20	77595	85354	93890	103279
21	79690	87659	96425	106067
22	81842	90026	99028	108931
23	84051	92456	101702	111872
24	86321	94953	104448	114893
25	88565	97422	107164	117880
26	90868	99955	109950	120945
27	93230	102553	112809	124090
28		105220	115742	127316
29			118635	130499
30			121601	133761
31				137105

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

B. Education and Experience Requirements for Promotion on Salary Schedule1. 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 Provost 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 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.

Faculty may receive graduate equivalency for credit towards promotion for professional accomplishments in their respective fields or higher education in general. Professional accomplishments include, but are not limited to, attending conferences, publishing books or articles, service to a professional organization, artistic and/or creative productions, or professional presentations. A committee consisting of 3 faculty appointed by the Faculty Senate president and 3 deans

appointed by the Provost shall develop a Professional Development Equivalency list that details the available professional development units awarded for select professional development activities. The committee will meet to update the list as necessary. Faculty must submit a completed Professional Development Form to their Dean within 30 days of completing the professional development activity to receive credit. For activities not specifically listed on the Professional Development Equivalency list or for activities that go beyond what is normally expected of the activity on the list, faculty may appeal directly to their dean for additional professional development units.

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 *seven(7)* 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. *For faculty teaching in transfer programs, at least three (3) graduate hours beyond the master's degree must be in the form of accredited graduate course credit or Harper GEC.*
- 4) To be promoted to associate professor, a faculty member must meet these conditions: The faculty member (a) has received tenure; (b) has completed seven (7) 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. *For faculty teaching in transfer programs, at least three (3) graduate hours beyond the master's degree must be in the form of accredited graduate course credit or Harper GEC.*
- 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 has been recommended by the Institutional Promotions Committee and approved by the Board of Trustees. *For faculty teaching in transfer programs, at least six (6) graduate hours beyond the master's degree must be in the form of accredited graduate course credit or Harper GEC.*

- 6) A faculty member who meets the requirements as stated in Article VII, Section B.2 (Assistant Professor) or Article VII, Section B.3 (Associate Professor) and has completed at least four (4) years of service in their current academic rank, may apply for early promotion.

The process for early promotion is described in the Faculty Handbook and shall involve approval by the Institutional Promotions Committee, the dean of the faculty member's division and the Provost. The Institutional Promotions Committee shall make recommendations for early promotion to the President. Early promotions must be approved by the Board of Trustees.

Changes to the process for early promotions and/or promotion to full professor will be recommended to the Provost prior to the end of the spring semester by the Contract Promotions Committee.

- 7) 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.
- 8) A faculty member who otherwise qualifies for horizontal movement shall as a condition for advancement in any academic year file with the Provost 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) numerical 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 Provost 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

f) Overload Pay Schedule

	Level	BA or Less	MA	MA+15	MA+30	MA+60
2017/18	0-3	915	935	955	975	995
	4-6	935	955	975	995	1015
	7+	955	975	995	1015	1035
2018/19	0-3	945	965	985	1005	1025
	4-6	965	985	1005	1025	1045
	7+	985	1005	1025	1045	1065
2019/20	0-3	975	995	1015	1035	1055
	4-6	995	1015	1035	1055	1075
	7+	1015	1035	1055	1075	1095
2020/21	0-3	1005	1025	1045	1065	1085
	4-6	1025	1045	1065	1085	1105
	7+	1045	1065	1085	1105	1125
2021/22	0-3	1035	1055	1075	1095	1115
	4-6	1055	1075	1095	1115	1135
	7+	1075	1095	1115	1135	1155

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 ($\frac{1}{2}$) 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.
- c) Release time will be negotiated for faculty hired to coach sports not listed below:

<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 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 & Women's Track Coach	3	6	9
Asst. Track Coach		5	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, spring or summer semester.

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

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), twenty-four (24) or twenty-six (26) installment basis.

The choice of payroll plans shall be made in writing prior to the first pay period of each academic year. If no choice of payroll plan is made, payment shall be on the basis of the twenty (20) installment method.

The Board agrees to meet with the Faculty Senate to discuss any alteration from the twenty (20) or twenty six (26) pay period installments.

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 25% of annual base workload taught during summer session. Any additional hours shall be calculated in accordance with Section D.5 of this Article.

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-L.

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, 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 one hundred eighty dollars (\$1,180) for fiscal year 2017/18, one thousand two hundred ten dollars (\$1,210) for fiscal years 2018/19, one thousand two hundred forty dollars (\$1,240) for fiscal year 2019/20, one thousand two hundred seventy dollars (\$1,270) for fiscal year 2020/21 and one thousand three hundred (\$1,300) for fiscal year 2021/22 for qualified professional expenses as described below: In addition to the monies described above a professional development pool will be created in the amount of \$150 per faculty member per year. The pooled professional development money will be used to offset the cost of other faculty professional development expenses such as college sponsored international travel, doctoral study, etc. to an annual individual benefit of \$6,000. Faculty may apply for such funds to supplement individual allocations through a written request to the Provost. All expenditures from this fund will be approved by the Provost and the Faculty Senate President using guidelines approved by the Senate and the Provost.

a) Tuition and other approved educational expenses for professional development activities approved in advance by the Provost. 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 Provost. 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 Provost.

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.

4) Typing of the faculty member's masters 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.
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. Eligibility

Full-time faculty members are eligible to participate in all lines of insurance on the first day of employment. Eligibility ends on the last day of employment.

2. Life & Accidental Death & Dismemberment Insurance

The Board shall provide group term life insurance and accidental death and dismemberment insurance equal to two (2) times the annual base salary.

3. Short-Term and Long-Term Disability Insurance

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.

4. Dental Insurance

The Board shall also pay the full premium for the faculty member for the dental coverage as provided.

5. Voluntary Benefits

A vision plan, supplemental life and AD&D plan and an identity theft protection plan are provided at the employees' expense.

6. Medical Benefits

a) Effective January 1, 2018, the Board shall contribute the following percentages towards the named plans:

- 1) PPO Legacy Plan = 75%
- 2) PPO Wellness = 82%
- 3) HMO Illinois = 82%
- 4) HMO Blue Advantage = 84%
- 5) BC/BS HDHC = 80% *

*The Board shall contribute a specified amount toward an individual Health Savings Account for the first two-years of the program, Plan Year 2018 and Plan Year 2019, for faculty members selecting the HDHC/HSA Plan. During the term of the contract, the College shall contribute a specified amount toward an individual Health Savings Account for a maximum of two consecutive years for newly hired faculty members' selecting the HDHC/HSA Plan, provided those two consecutive years fall between Plan Year 2018 and Plan Year 2021.

Effective for the 2018 plan year, should the annual premium increase by fifteen percent (15%) 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 fifteen percent (15%) or less for the plan for which the premium is fifteen percent (15%) or more.

The Insurance Committee shall forward the recommendation to reduce the premium increase to fifteen percent (15%) or less 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 fifteen percent (15%) or less. The recommendation shall be sent to the Board of Trustees at least ten calendar days prior to the October Board of Trustees meeting.

- b) 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 2018 plan year provided such coverage may be altered in accordance with this section (C). The health/major medical insurance shall be no less comprehensive than that which prevailed during the 2018 plan year provided such coverage may be altered in accordance with this section (C). No new employees will be accepted into the PPO (Legacy) Insurance Plan. All other insurance plans will remain open to all employees. Members who are already enrolled in the PPO (Legacy) plan may continue in this plan. If, however, at any time the total number of faculty members falls below 30 plan enrollees, the plan shall be sunset at the end of the current insurance plan year (December 31).

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.

- c) 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 nonvoting 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.
- d) A summary of the medical care highlights and premiums can be referenced through the Harper Intranet under Human Resources (HR).
- e) As used in this section (C), the term 'fiscal or plan year' shall mean the twelve (12) calendar months commencing January 1.
- f) 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). Individuals participating in a healthcare plan with a Health Savings Account (HSA) are legally ineligible to also participate in an IRS Section 125 salary reduction plan.

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.

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

From the Compensation Schedule, the Board shall deduct for each faculty member a sum equal to 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. A dependent child participation in any summer continuing education INZONE program shall be eligible for an eighty percent (80%) tuition waiver.

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

Faculty members who are 55 or more years of age on the date of retirement and who have been employed by the College as a faculty member for the preceding 10 years on a full-time basis may be eligible for an early retirement benefit. During the first two to five years of post-retirement as indicated in the chart below, the Board shall provide the early retiree with reimbursement for out-of-pocket health care costs. The Board shall continue to pay the 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 another comprehensive health plan such as the plans offered to community college retirees through the College Insurance Program offered by Central Management Services. The Board shall reimburse the retiree for un-reimbursed 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 and commensurate with the plan the employee had at the time of retirement.

The early retirement period is defined as follows:

Age at Retirement	2017-18	2018-19	2019-20	2020-21	2021-22
55-60	5 years	5 years	5 years	5 years	5 years
61	5 years	5 years	4 years	4 years	4 years
62	5 years	5 years	4 years	3 years	3 years
63	5 years	5 years	4 years	3 years	2 years
64	5 years	5 years	4 years	3 years	2 years
65+	5 years	5 years	4 years	3 years	2 years

Beginning in the 2019-20 academic year, should the Medicare qualifying age increase , the years of post-retirement benefit will be increased accordingly making this plan a bridge to Medicare for those who are 60 years or older on the date of retirement.

The Board’s intent is to continue this pattern in subsequent years resulting in an early retirement incentive for faculty by providing a bridge to Medicare for those who are 60 years or older on the date of retirement.

A. **Return To Work**

1. A retired faculty member may apply to the appropriate Dean to continue her/his professional teaching affiliation with the college. The decision to approve this request is made by the Dean after consultation with the appropriate department chair/coordinator. Subject to course availability, 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.
2. A retired faculty member shall receive the same rate of pay as adjunct

faculty. They may be offered assignments to teach 23 credit hours per year, the same as adjunct faculty members. Retired faculty employed as adjunct-faculty shall be eligible for and enjoy any benefits associated with adjunct faculty employment during the longevity of her/his adjunct teaching appointment. Retired members are not eligible to participate in the State Universities Retirement System (SURS).

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

Before January 15, 2020, either party may request to reopen the agreement if one of the following events occurs or is scheduled to occur during the remainder of the agreement:

1. If legislative action imposes a “property tax freeze.”
2. If legislative action imposes a “pension contribution cost-shift” to either the employee or the College.
3. If legislative action imposes a significant change in health care cost and/or required changes in plan design.
4. If the annual December Consumer Price Index for All Urban Consumers (CPI-U) exceeds 5.0%.

Either party shall be entitled to mid-term bargain Article VII. (Salary and Rates of Pay) or Article VIII., C. (Group Insurance) of this Agreement for the remainder of the agreement. If either party requests that the agreement be reopened and settlement agreement is not reached prior to August 1, 2020, the agreement will terminate and new negotiations will begin.

Property tax “freeze” legislation includes any statutory amendment or revision to the current Property Tax Extension Limitation law (“PTELL”) which reduces the Board’s tax levy/extension authority under the current tax “cap” (PTELL) limitations.

Pension “cost shift” legislation includes any statutory amendment or revision to the Illinois Pension Code which imposes additional annual SURS pension contributions or costs on the College or employee.

Significant change in health care cost or required change in plan design includes current changes required by the Affordable Health Act (ACA) or all other health care reform amendments supplementing or supplanting the current ACA provisions.

When mid-term bargaining based upon either of the legislative enactments identified above is deemed necessary, the Board and the Union will initiate bargaining prior to March 1, 2020. The mid-term bargaining shall be limited to items addressed in Article VII (Compensation) unless the parties mutually agree to extend the scope of mid-term bargaining to other contract issues. Any mid-term agreement(s) reached by the negotiation teams shall be subject to ratification and approval by the Union and Board. In the unlikely event that the negotiation teams are unable to reach an agreement after mediation and impasse, the Board and the Association each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act to reach a settlement.

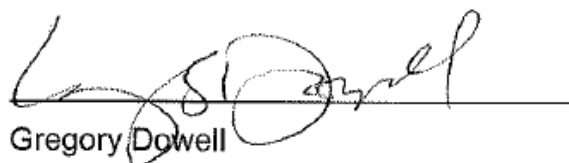
This Agreement shall be effective on August 15, 2017 subject to ratification by the Faculty Senate and approval by the Board of Trustees on May 17, 2017.

This Agreement shall continue in full force and effect through midnight on the day prior to faculty reporting for the 2017/2022 academic year.

Agreed to, signed and entered into this 18 day of MAY, 2017

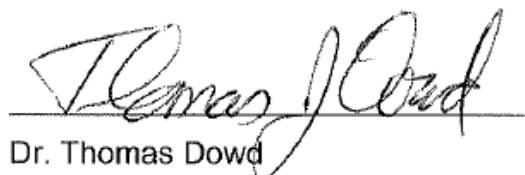
BOARD OF TRUSTEES

FACULTY SENATE



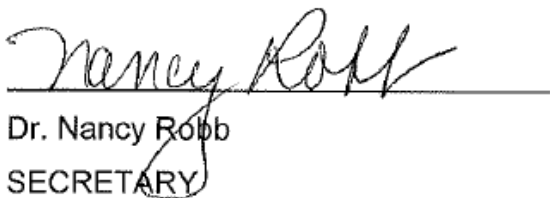
Gregory Dowell

CHAIR



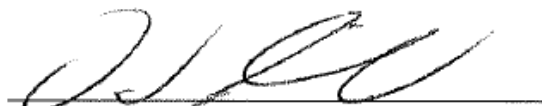
Dr. Thomas Dowd

PRESIDENT



Dr. Nancy Robb

SECRETARY



David Richmond

LEAD NEGOTIATOR

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 18th day of May, 2017, between the Board of Trustees of William Rainey Harper College ("Board" or "College") and the William Rainey Harper College Faculty Senate, a Chapter of the Cook County College Teachers' Union, Local 1600, AFT, AFL-CIO ("Faculty Senate") as a result of mid-term discussions regarding implementation of a Harper Academy for Research & Teaching Excellence (HARTE) Fellowship Program ("Program").

As a result of mid-term discussions between the Board and the Faculty Senate, the parties agree as follows:

A. **HARTE Fellowship Participants' Obligations**

HARTE Fellowship participants will be required to support one or more of the College's strategic goals by actively participating on a goal or strategy team. Further, HARTE Fellowship participants agree to continue employment at the College for a minimum of two consecutive years following successful completion of their Ed.D. degree, unless employment is terminated by mutual agreement of the parties prior to the end of the two year period. If a HARTE Fellowship recipient does not successfully complete his/her doctoral degree under the terms of the HARTE Program, or does not fulfill his/her obligations under the HARTE Fellowship Program, then that person will be required to reimburse the College a pro rata amount for the graduate education courses in which he/she was enrolled as part of the Program, as set forth in the HARTE Fellowship Application and Participation Agreement.

SIDE LETTER TO THE 2002/2006, 2006/2010 and the 2017/2022 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.

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