

1979-1980

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, an 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 chairmen and coordinators), provided as used herein "faculty members" shall not include any classified staff, teacher/student development associates, student aides, custodial, or any employee of the College who has administrative responsibilities (other than department chairmen 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.
- B. The Board shall not recognize as a bargaining agent for faculty members any faculty organization other than the Senate during the ninety (90) calendar days next following the expiration of this agreement, provided this section shall not be applicable if a majority of faculty members who vote in a duly called election called for such purpose shall indicate a preference for some other faculty organization as the bargaining agent.
- C. 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 per cent (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 the 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 a reasonable time 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 seek to secure the opinion of the Senate President or designee 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. Released Time for Senate Officers

The Board agrees to provide up to a maximum of nine (9) hours total release time per year for Union officers.

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

G. Leaves of Absence for Union Officers

Faculty members elected as delegates to the annual state convention of the Illinois Federation of Teachers or the American Federation of Teachers shall be released from their assigned duties on the days of such convention, 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 convention shall be filed with the Vice President of Academic Affairs, or designee, at least three days (exclusive of Saturdays, Sundays or observed holidays) in advance.

H. Meetings of House of Representatives

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

I. Meetings of the Faculty Senate

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

J. Board Meetings

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

K. Printing of Agreement

The Board shall be responsible for duplicating on 8½" x 11" stock and shall bill the Senate for one-half of the cost of printing.

L. Negotiations Procedures

Negotiations representatives for each party shall be determined by each party, provided the Senate shall not include any administrator of the college and the Board shall not include any faculty member.

ARTICLE III. CONDITIONS OF EMPLOYMENT

A. Academic Freedom

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 teacher 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 teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she shall attempt to 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 teacher 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 attempt to 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, shall attempt to exercise appropriate restraint, shall attempt to show respect for the opinions of others, and shall attempt to make every effort to indicate that he/she is not an institutional spokesman.

B. Faculty Personnel Records

1. All evaluative material relating to a faculty member shall be retained in his/her official personnel file.
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 but such acknowledgement shall not signify anything other than receipt of the material.
3. The faculty member shall have the right to respond to any material placed in his/her file by submitting the response in writing within a reasonable time of the filing of the original material. Such response shall be attached to the file copy.

4. A faculty member shall have the right to examine his/her file.
Such request shall be honored without undue delay if made during normal business hours. A designee of the College administration may be present during such review. Nothing shall be permanently removed from the file without the consent of the faculty member and the College. A faculty member may reproduce material from his/her file at the customary cost.
5. No material from a faculty member's personnel file shall be made available to personnel or agencies unconnected with the College without the faculty member's consent, except as required by law or as necessary pursuant to the regular operation of the College, provided this does not preclude verification of employment.

C. Faculty Facilities

The Board shall provide appropriate office space and instructional materials for faculty members.

D. Calendar

Prior to the adoption by the Board of the 1980-81 academic calendar 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 full-time employment as an employee of the College. If it shall be necessary to resolve conflicts of seniority as between faculty members with the identical length of employment, (1) prior part-time employment at the College, (2) date of executing a faculty contract, or finally (3) lot, will

be utilized in that order. Seniority, where applicable, shall be applied within a department or program.

F. Class and Assignment Schedules

Where appropriate, faculty shall be consulted in the scheduling of classes and/or assignments.

G. Class and Assignment Selection

Appropriate faculty and the appropriate supervisor or designee shall develop a program for the assignment of classes, and/or other professional duties subject to the approval of the appropriate vice president.

Full time faculty members shall have the right of first refusal in selecting voluntary overload classes in departments in which they have fully satisfied appropriate teaching credentials, except as the needs of the College shall otherwise clearly require.

H. Class Size

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

I. Workload

1. The normal workload shall be thirty (30) 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.

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

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 individualized learning contact hour assignments in developmental education will be on a two (2) hours for one (1) hour of load equivalency.

4. Faculty members assigned to teach ENG 100, ENG 101, ENG 102, ENG 103, ENG 130, ENG 201, and ENG 220, shall have a normal workload of twenty-four (24) contact hours per year. As a part of this load, faculty may substitute any course with a LIT prefix for three (3), but not more than three (3), of the required contact hours per year.
5. Physical education faculty shall have a normal workload of thirty-one (31) contact hours required per academic year. If the year's load does not contain at least eight (8) contact hours of theory courses (200 level courses), the normal workload will be thirty-three (33) contact hours per academic year.

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 who do not have teaching responsibilities, the normal workload shall be:
 - a) LRC Faculty - thirty-five (35) clock hours weekly, excluding lunch.
 - b) Student Development Faculty - thirty-five (35) clock hours weekly, excluding lunch.
 - c) Faculty members assigned as coordinators of special instructional programs (i.e., Hearing Impaired, ABE) that are contingent upon external grant funding may be given full release time from normal teaching workload to assume appropriate coordination functions.

When full release time from teaching is approved, the normal work week will be thirty-five (35) hours per week, excluding lunch.
7. A faculty member shall not be assigned to teach more than six (6) contact hours in excess of the normal workload in any single academic year.

8. A faculty member assigned to supervise students in cooperative work experiences, internships, externships, and clinical settings shall receive one-fourth (1/4) contact hour credit per student to a maximum of six (6) contact hours per semester. This provision includes, but is not limited to, the following courses:

CCA 220, CCA 260, CRJ 299, DPR 137, DPR 230, DHY 291, DIT 150, DIT 200, DIT 250, FAS 233, FSM 113, FSM 213, JNM 237, LTE 206, MKT 281, MKT 282, MKT 283, MLT 201, MLT 202, ORT 111, ORT 112, ORT 113, SEC 237, SEC 238, SEC 239.

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. Any Dental Hygiene faculty member who is qualified to perform the functions of a supervising dentist as required in an accredited Dental Hygiene program shall be expected to assume this responsibility up to a maximum of 30 hours per week, including other normal faculty workload assignments.
11. Faculty assigned to large lecture instruction will be given release time on the following basis. This release time is for the planning and preparation of instructional materials and the coordination of discussion and laboratory corequisite sections. Release time will be given for the first section of each unique course prefix and number. This release time is for each lecture contact hour not to exceed two hours release time.

In order to have the above apply, lecture sections must have a minimum enrollment of sixty-four (64) and a minimum of two (2) discussions or laboratory corequisite sections.

Contact hour equivalencies for experimental courses or alternative modes of delivery may be mutually determined by the faculty member, associate dean, appropriate department chairman or career program coordinator, Faculty Senate president. Such equivalencies must be approved by the Dean.

12. Teaching faculty are to maintain regular office hours to readily serve the needs of students. Hours shall be posted on the individual offices and with the appropriate Associate Dean. The minimum number of office hours per week shall be ten (10) hours.

J. Career Program Coordinators

1. Faculty members serving as coordinators of career programs will be appointed by the President of the College on an academic year basis. Acceptance of a coordinator assignment shall be voluntary except for those programs in which only one full-time faculty member is employed. No part-time employees shall be appointed to coordinate a program in which full-time faculty are employed, unless all full-time faculty refuse to accept the coordinator appointments.

2. Release time from classroom teaching contact hours will be awarded to coordinators of career programs based upon the following schedule:

<u>Unduplicated Student Headcount</u>	<u>Release Time</u>
1 - 40	2 hours
41 - 60	3 hours
61 - 90	4 hours
91 - 120	5 hours
121 or more	6 hours

3. Full-time faculty members of the appropriate career programs shall have the right to petition the President of the College for the removal of the coordinator of that program.

K. Department Chairmen

1. Release time from classroom teaching contact hours each semester will be awarded to department chairmen based upon the following schedule:

<u>Sections</u>	<u>Release Time</u>
1 - 15	1 hour
16 - 30	2 hours
31 - 45	3 hours
46 - 60	4 hours
61 or more	6 hours

2. As used herein, a section is defined as any uniquely numbered lecture, laboratory, discussion section or combination thereof as scheduled in the master schedule (HCO 143).

L. Chairmen and Coordinators: Participation in Employment Recommendations

The parties acknowledge it is appropriate that department chairmen and program coordinators continue to assist the appropriate associate dean or dean in recommending the screening and selection of part-time faculty members.

M. Tenure

1. Types of Appointment

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 year-to-year basis, but not to exceed five (5) years. The faculty member will be given notice of non-reappointment, or intention not to recommend reappointment in writing by March 15 for first year faculty and February 15 for other than first year non-tenured faculty.

b) Continuous Appointments

Continuous appointments are awarded to faculty who have been granted tenure by specific action of the Board of Trustees. Full-time faculty shall be considered for tenure during the fifth continuous full-time year of probation.

2. Appointment Procedures

Administrative recommendations regarding tenure will be forwarded from the immediate supervisor through the appropriate Dean and Vice President to the President. The faculty committee on tenure will forward its recommendations regarding tenure to the President.

The President, after considering the appropriate administrative and faculty committee recommendations, will advise the faculty member in writing of his intended recommendation regarding granting tenure to the Board of Trustees at least ten days in advance of the Board meeting at which formal action will be taken.

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, the matter shall be referred to an ad hoc hearing committee consisting of five (5) persons. Two (2) members 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 chairman.
- (2) This statement shall then be incorporated in a letter from the President to the faculty member informing him that a hearing to determine whether he should be removed from his faculty position on the grounds stated will be conducted at a specific time and place, sufficient time being allowed for the preparation of his defense, such period to be not less than ten (10) calendar days. The faculty member shall be

informed of his procedural rights that will be accorded him, such as his right to counsel and the right to be informed of the causes for dismissal.

Failure of the faculty member to appear at the hearing in person or by counsel shall constitute an admission of the charges.

(3) Suspension of the Faculty Member

Suspension of a faculty member during the proceedings against him 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.

(4) A review committee of five (5) persons shall be established.

Two (2) members to be appointed by the College President, two (2) members 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 chairman. Any faculty member who served on the Ad Hoc Committee (established pursuant to sub-section (1) above) shall not be eligible to serve on the review committee.

(5) 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

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 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 chairman 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.

(6) 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 president and the faculty member shall be sent concurrently, as promptly as possible, a copy of the findings.

(7) Consideration by the Board of Trustees

The president shall transmit the findings of the review committee and all other documents in the matter to the Board of Trustees. The Board of Trustees' review shall be based on the record of the hearing, accompanied by opportunity for argument, oral or written or both, by the principals or their representatives, in a manner to be determined by the Board.

(8) 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 review committee's original action.

5. Dismissal of Non-Tenured Faculty for Cause

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

N. Layoff Procedure (Reduction in Force)

1. If the Board shall determine that it is necessary to decrease 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 certified mail or personal service to all affected faculty members no later than the first regular Board meeting in February 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 sub-paragraph 3, below) of all faculty members in affected areas. (Affected areas used herein means 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 meeting with respect to such report. Full-time faculty shall not be dismissed as part of a reduction in force and systematically replaced with part-time faculty except as required by changes in enrollment or program(s) or as the needs of the college clearly require. 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. 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 has full qualifications as defined in sub-paragraph 3 below.

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

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, LRC faculty, etc.).

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

- a) has taught at least a total of fifteen (15) contact hours at Harper College in the other program area during the preceeding three (3) academic years, and
- b) has academic training which satisfies North Central Association and/or applicable professional accreditation standards, or meets the credentials required of the department or program as determined by the department or program.

- 4. If the Board shall determine to employ additional full-time faculty anytime during the twenty (20) months from date of notice, 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 five (5) year maximum period prescribed in Article III,M,1,(a) of this Agreement.

ARTICLE IV. LEAVES

A. Educational Improvement and Work Experience Leaves

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

While on such leave, a faculty member shall be allowed to participate in all College 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 immediate family or for other good and sufficient cause. Such leaves may be extended for periods of up to an additional semester upon application.

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 of all premiums due for such insurance to the designated College office.

C. Funeral Leave

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

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

D. Jury Duty/Court-Related Leave

All faculty members called/subpoenaed as witnesses or jurors will notify the appropriate administrator as soon as possible after being called/subpoenaed. Called/subpoenaed faculty members required to serve as jurors or appear as witnesses during a working day on which they otherwise would have been scheduled to work, will be paid their normal salary during this period, provided the faculty member shall promptly reimburse the College any monies paid for such service (other than payments for meals, travel or other expenses). 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 agreement shall not be applicable to any proceeding conducted pursuant to Article V of this agreement.

E. Maternity/Child-Rearing Leave

A faculty member shall be eligible for maternity/child-rearing leave without pay or other benefits subject to the following conditions:
(As used herein, "faculty member" means a tenured faculty member except in Section 9, which is applicable only to non-tenured faculty

members, and in Sections 10 and 11, which are applicable to all faculty members).

1. The faculty member shall advise the appropriate Vice President or designee of her pregnancy no later than her third month of pregnancy or upon ascertainment of such condition, whichever shall be the later.
2. Application for such leave shall be made in writing to the appropriate Vice President or designee at least one hundred twenty (120) calendar days prior to the anticipated birth of the child.
3. The faculty member and the appropriate Vice President or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors related thereto. The leave shall not exceed the balance of the academic year in which it commences and one (1) additional academic year. Every effort shall be made to have such leave terminate immediately prior to the start of a new academic year. Such leave shall commence upon 1) the date agreed upon by the Vice President and faculty member but not later than thirty (30) calendar days prior to the anticipated day of delivery, 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, 4) the date on which the faculty member is required to leave or reduce employment because she is unable to perform her duties, whichever shall first occur. Such leaves which commence during the summer recess shall begin no later than July 1. The Vice President may waive any of the provisions of this section at his/her sole discretion, any

such waiver shall not be precedential in any respect.

4. Sick leave shall not be applicable during the period of the maternity/child-rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the faculty member upon return to employment at the College.
5. The faculty member may maintain insurance benefits by making timely payments of all premiums which may be due to the Administrative Services Office or pursuant to its direction.
6. A faculty member returning from maternity/child-rearing leave shall submit evidence from a qualified physician that she is medically able to perform all of her teaching duties with her notice of intent to return. If such notice is not required by the preceding paragraph, such evidence shall be submitted at least thirty (30) calendar days prior to the termination of the leave.
7. Any faculty member desiring child-rearing leave as a result of becoming an adoptive parent shall notify the appropriate Vice President or designee in writing upon the initiation of such proceedings. Leave shall be granted upon satisfactory written notification to the Vice President or designee of the date the child is expected to be received. It shall be the responsibility of the applying faculty member to keep the Vice President or designee informed of the status of the proceedings, and as soon as known, the expected date of delivery of the child. This section shall not be applicable if the adopted child is six (6) or more years of age at the time the child is received.

8. A maternity/child-rearing 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 maternity/child-rearing 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 therefor.
9. A faculty member who has been granted a maternity/child-rearing leave and who during such leave of absence shall again become pregnant shall be eligible for an extension of one (1) academic year of such maternity/child-rearing leave of absence. Application for such extension of leave shall be in writing to the appropriate Vice President or designee at least one hundred fifty (150) calendar days prior to the anticipated birth of the child.
10. Nothing in this Article shall be construed as requiring any faculty member to apply for a maternity/child-rearing leave. A faculty member not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of illness related to her pregnancy and/or to the delivery of the child. If such faculty member shall have exhausted accumulated sick leave, she shall be

granted a leave of absence without pay or other benefits during such period of illness, provided the faculty member may maintain insurance benefits as authorized by paragraph 5 of this section. Such faculty member shall return to employment immediately following the termination of such illness.

11. A male faculty member shall be entitled to a child-rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements of this policy. Eligibility for such leave shall arise upon the anticipated birth of the child which the faculty member has fathered or upon his planned adoption of the child.

F. Military Leave

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

G. Personal Business Leave

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

and thereafter promptly confirmed in writing together with a brief explanation of the emergency. Personal business days shall be taken in units of one-half ($\frac{1}{2}$) days.

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

H. Professional Meeting Leave

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

I. Religious Leave

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

J. Sabbatical Leave

1. The Board shall grant to any eligible full-time tenured faculty member who shall have appropriately applied for the same a sabbatical leave, provided that, in the judgment of the Sabbatical Leave Review Committee 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 responsibilities at the College and/or clearly accrue to the benefit of the College.
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 was on leave of absence for sixty (60) days or more.
3. The faculty member shall make application for sabbatical leave in writing to the appropriate Vice President or designee pursuant to a reasonable timetable which shall be established. Such application shall include all the data pertinent to such leave.
4. Sabbatical leave shall be for a period of one (1) academic semester or one (1) academic year.
5. a) During the period of sabbatical leave, the faculty member shall receive one-half of his salary for an entire academic year, and all of his 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 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, winterim, 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 does not return, such to be payable in bi-monthly installments over a term not to exceed twice the length of the leave.

K. Sick Leave

Sick leave shall be granted to faculty member pursuant to the following:

A faculty member who is absent for more than three (3) consecutive instructional days shall, upon request, promptly submit a statement from his physician with respect to the faculty member's illness or disability and/or prognosis for returning to work.

If a faculty member is convalescing at home from sickness or disability, he shall report to the appropriate college administrator at least once each week. The College reserves the right to seek the advice of a physician of its selection in order to determine whether an individual is entitled to benefits. Such report may be waived by the administrator, provided any such waiver shall be non-precedential.

The total benefits received under the income protection plan and sick leave shall not exceed the individual's current daily salary.

Sick leave shall be twenty (20) days the first year; ten (10) days per year after the first year up to one hundred eighty (180) days accumulated.

No payment for unused sick time accrued will be made.

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.

No later than 30 calendar days after the beginning of each academic year, the Board shall furnish each faculty member a statement of the number of unused sick leave days accumulated as of the beginning of such academic year.

L. 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 non-precedential with respect to any other application for such leave, provided such granting or denial shall not be based upon any factor deemed discriminatory herein.

M. Re-Employment 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.

N. 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.

O. Notice of Intention To Return

In all instances where a faculty member is granted a leave of eight (8) months or more, as a condition thereof, the Board shall notify such faculty member by certified mail one hundred and fifty (150) calendar days prior to the beginning of the next semester after the faculty member's leave expires that the faculty member must return to work. Failure of the faculty member to advise the appropriate Vice President or designee at least ninety (90) calendar days (or May 1, 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, etc.

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 except Saturdays, Sundays and those school holidays and/or emergency days when the Office of the Vice President of Academic Affairs shall be closed.
3. A faculty member may be represented at any meeting, hearing or appeal relating to a grievance which has been formally presented.
4. 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 and a representative of the Senate shall have the right to attend such meeting, hearing or appeal.
5. 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.

B. Procedures

1. The party asserting a grievance shall attempt to resolve the problem through informal communication with the appropriate supervisor.
2. If the informal process shall fail to resolve the problem, the grievance may be formally presented in writing to that same appropriate supervisor who will arrange for a meeting to be held within ten (10) days to review the grievance. The formal written grievance shall clearly identify all grievants, summarize all relevant facts, identify all provisions of the agreement allegedly violated, and describe the remedy which is requested. The filing of the formal written grievance at this step must be within ten (10) days of the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably have become aware of the occurrence. The supervisor shall provide a written answer to the grievant (with a copy to the Senate if the Senate is not the grievant) within ten (10) days of the meeting. The answer shall include the reasons for the decision.
3. 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.

4. If the grievance arises from a decision at the President's level, the grievance may be initiated at the preceding step, provided such is filed within the time limits prescribed in the second preceding paragraph.
5. 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 15 days of the answer at the President's level, or if no answer is filed within 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. The decision of the arbitrator shall be binding and shall be submitted to the Board of Trustees for its consideration no later than 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 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.

C. 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, 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 and a listing of the faculty members for whom such dues 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. 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.

ARTICLE VII. SALARY AND RATES OF PAY

A. Step Lane Schedule

<u>LEVEL</u>	<u>ASSOCIATE INSTRUCTOR</u>	<u>INSTRUCTOR</u>	<u>ASSISTANT PROFESSOR</u>	<u>ASSOCIATE PROFESSOR</u>	<u>PROFESSOR</u>
0	11,025	12,650	14,490	16,475	18,850
1	11,500	13,175	15,065	17,100	19,525
2	11,975	13,700	15,640	17,725	20,200
3	12,450	14,225	16,215	18,350	20,875
4	12,925	14,750	16,790	18,975	21,550
5	13,400	15,275	17,365	19,600	22,225
6	13,875	15,800	17,940	20,225	22,900
7	14,350	16,325	18,515	20,850	23,575
8	14,825	16,850	19,090	21,475	24,250
9	15,300	17,375	19,665	22,100	24,925
10	15,775	17,900	20,240	22,725	25,600
11	16,250	18,425	20,815	23,350	26,275
12	16,725	18,950	21,390	23,975	26,950
13	17,200	19,475	21,965	24,600	27,625
14	17,675	20,000	22,540	25,225	28,300
15	18,150	20,525	23,115	25,850	28,975
16	18,625	21,050	23,690	26,475	29,650
17			24,265	27,100	30,325
18					31,000

B. Training and Experience Requirements for Placement on Salary Lanes

1. Associate Instructor - For Career Areas Only - 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. Instructor - Master's degree in subject field; or for teachers of career programs, a bachelor's degree plus three (3) to five (5) years experience in technical field.
3. Assistant Professor - 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 for teachers of career programs, a bachelor's degree plus five (5) years experience in technical field plus five (5) years in teaching experience; or bachelor's degree plus at least ten (10) years experience in technical field.
4. Associate Professor - 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 for teachers of career programs, a master's degree in the subject field and ten (10) years teaching and five (5) years technical experience; or master's degree in the subject field and 15 years technical experience.

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

C. Conditions For Payment

1. Initial Placement

- a) Faculty members employed prior to the date of the execution of this Agreement shall first be placed in their current lane and on the step immediately above their current 1978-79 step.
- b) 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 when any of the following conditions have been met:
 - 1.) Any faculty previously approved by the Board for promotion for 1979-80.
 - 2.) Any faculty member at the top step (highest salary) of any salary lane for three (3) years without any vertical movement for those three years. Such movement will apply only for faculty in the Associate Instructor and Instructor lanes.

- 3.) Any faculty member holding rank of Associate Instructor or Instructor during the previous contract year will move to the next salary lane upon receiving tenure and after completing five (5) years of Harper service, assuming that the faculty member meets the minimum requirements for the new rank as set forth in Section B of this article.
- 4.) Any faculty member holding rank of Assistant Professor during the previous contract year will move to the next salary lane upon receiving tenure and after completing ten (10) years of Harper service, assuming that the faculty member meets the minimum requirement for the new rank as set forth in Section B of this article.
- 5.) Horizontal movement, when it occurs, will be done as follows:
Such movement shall be made to a salary step in the next vertical lane corresponding to the salary of the step upon which the faculty member was initially placed on the 1979-80 schedule. If such a salary does not exist on the step lane schedule, movement will be made to the next higher step. From that step, two more steps will be taken to determine the new salary.
- 6.) A faculty member who otherwise qualifies for horizontal movement shall as a condition for advancement in any academic year file with the appropriate Vice-President or designee written evidence of fulfillment of all training and experience requirements described in section B of this Article by November 1, 1979.
- b) Vertical movement on the salary schedule shall occur at the rate of one (1) step per year unless the Board shall otherwise advise the faculty member by April 1. Any faculty member so advised shall

have the right to a meeting with the appropriate Vice-President or designee and may be accompanied by a representative.

3. Rank

Academic rank will be maintained as previously defined herein.

4. Substituting

Any faculty member who substitutes shall be paid at \$16 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. Faculty members shall receive a signed authorization from the Associate Dean which is to be signed by the substitute teacher before payment is made.

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) Voluntary overloads, when requested by the faculty and approved by the Associate Dean or appropriate supervisor, will be limited to a maximum of nine (9) contact 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 = .75 Contact Hours
LRC Functions	1 Clock Hour = .75 Contact Hours
Developmental Educ. Laboratory	1 Clock Hour = .50 Contact Hours

f) Overload Pay Schedule

<u>Level</u>	<u>BA or Less</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+60</u>
0-3	235	250	265	285	300
4-6	250	265	285	300	315
7+	265	285	300	315	340

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 number of 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 (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

Additional compensation for performance of non-teaching responsibilities beyond the basic contract specifications shall be remunerated on 100% pro rata base for each faculty member's current or previous academic year's salary.

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 release time or stipend. If stipends apply, the amount will be on the same basis as overload pay.

<u>Position</u>	<u>Fall</u>	<u>Spring</u>	<u>Year Total</u>
Head basketball coach	4	4	8
Head golf coach	4		4
Head football coach	8		8
Head track coach		6	6
Head baseball coach		6	6
Head wrestling coach	3	2	5
Head tennis coach		4	4
Head cross country coach	4		4
Asst basketball coach	2	2	4
Asst track coach		3	3
Asst football coach	4		4
Asst football coach	4		4
Head women's track coach		4	4
Head women's & men's swimming coach	2	3	5
Head soccer coach	4		4
Head women's tennis coach	4		4
Head women's gymnastics coach	3	2	5
Head women's basketball coach	3	2	5
Head women's volleyball coach	4		4
Head women's softball coach		4	4
Coordinator of men's athletics	5	5	10
Coordinator of women's athletics	4	4	8

7. Independent Study

Reimbursement of faculty for independent study students shall be at the rate of twenty-five dollars (\$25.00) per credit hour generated. A faculty member may not contract to work with more than four (4) students during any Fall or Spring semester.

Working with students in an IDS contract will not affect the overload limits for a faculty member as set forth in Article III-I. During the summer session, if the faculty member has no other existing load, a maximum of a 36 credit-hour generated load will exist.

8. Pay Periods

Each faculty member will receive his salary in twenty-four (24) equal installments on the 15th and last day of each month, provided if such day falls on a Saturday, Sunday or holiday observed by the College, payday shall be the preceding faculty employment day.

9. Summer School Pay

Summer school teaching compensation shall be in accordance with Board Policy 3.2.1 C as in effect on the effective date of this Agreement.

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

No other provision of the Agreement (except Article V and Article VII,C,5(g)) shall apply to summer school.

ARTICLE VIII. INSURANCE AND FRINGE BENEFITS

A. Educational Grants

The College shall assume payment of tuition and other educational fees for faculty members for graduate courses taken at other fully accredited institutions of higher learning approved in advance by the Vice President of Academic Affairs or other appropriate administrator, according to the following schedule:

1. One hundred fifty dollars (\$150.00) per semester or one hundred dollars (\$100.00) per academic quarter, for tuition and fees.
2. Summer full-time study: \$180.00
3. When approved graduate study is available only at institutions where tuition rates exceed those cited above, supplemental grants may be made if specifically authorized by the Board in its discretion and any such authorization shall be non-precedential.

As used herein, "tuition and other educational fees" shall not include books, supplies, activity fees or any optional charges.

All payments will be made only upon submission of the tuition reimbursement form and an official grade report indicating successful completion of the course, provided such shall be filed no later than sixty (60) calendar days after such completion.

B. Professional Expense Accounts

Each faculty member will be allowed a professional expense account not to exceed one hundred dollars (\$100.00) per fiscal year. Up to one-half of the allowance will be paid for all approved vouchers submitted to the Business Office by January 31. Any amount due not paid at this time will be paid on the basis of approved vouchers submitted to the Business Office by May 31.

Qualified professional expenses are:

1. Membership fee for professional teaching organizations approved by the Board of Trustees.
2. Subscriptions to professional journals, books, and periodicals directly related to the faculty member's teaching area (but not to exceed fifty dollars (\$50.00) per year).
3. Incidental teaching supplies purchased by the faculty member, but not including any items normally furnished by the College.
4. Rental of academic attire for formal academic functions of the College.
5. Typing of the faculty member's Master's or Doctoral thesis.
6. Licensing fees and certification fees for associations and agencies related to teaching area.

Field trip expense and any uniform expense (except as provided above) shall not qualify as allowed expenses.

All disbursements for professional expense must be supported by appropriate evidence of payment. All requests for reimbursement must be approved by the faculty member's immediate supervisor.

Professional expenses incurred during June may be allocated to the following fiscal year.

C. Group Insurance

1. The Board shall pay the total premium not to exceed 34¢ per \$1,000 for group term life insurance equal to twice the faculty member's annual salary to the nearest thousand dollars, but not to exceed \$50,000. In addition the Board will pay the entire premium for Accidental Death and Dismemberment Insurance equal to twice their annual salary to the nearest thousand dollars, but not to exceed \$50,000.

2. The Board shall also pay the premium not to exceed 88¢ per \$100 per eligible monthly benefit (sixty percent of salary not to exceed \$1,800 per month) for long-term disability insurance.
3. The Board shall also pay the premium not to exceed \$129.12 for the fiscal year for dental coverage for the faculty member.
4. The Board shall also pay the premium not to exceed \$278.88 for the fiscal year for health/major medical insurance for each faculty member.
5. Such health/major medical insurance shall include a lifetime maximum for major medical coverage of at least \$250,000. The Board shall also pay the premiums for dependent coverage for health/major medical coverage for which the faculty member qualifies, not to exceed the following per fiscal year:

Wife only	\$ 396.12
Husband only	\$ 322.32
Children only	\$ 262.80
Wife and children	\$ 670.20
Husband and children	\$ 621.24

6. The nature of the benefits shall be governed by the terms of the applicable group policy and the rules and regulations of the carrier. If faculty members elect any dependent coverage, all premiums due therefore not covered by the Board shall be deducted from the appropriate paycheck of the faculty member.
7. At least once during the term of this Agreement, the parties shall evaluate the existing program. 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 eight (8) in total number.

8. The Board agrees to assume full cost of all government mandated increases to insurance costs herein during the term of this agreement.

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

Salary deductions for retirement annuity contracts (tax-sheltered annuities) shall be available to all faculty. Contracts shall be arranged individually through the Office of the Vice President of Administrative Services or designee subject to reasonable regulation by the Board.

F. SURS

1. The Board shall remit for each faculty member a portion of such faculty member's compensation due such faculty member pursuant to the Compensation Schedule (Article VII,A) of this Agreement, to the State University Retirement System to be applied for the retirement account of such faculty members (rather than the survivors' annuity account). The portion deducted from the Compensation Schedule and so remitted to the State University Retirement System for each academic year shall be in accordance with Article VII,A. The faculty members have no right or claim to the fund so remitted except as it may subsequently become available upon retirement or resignation from the State University Retirement System.

2. The balance of the amount due each faculty member, pursuant to such Compensation Schedule, shall be payable to the faculty member as salary in installments as otherwise provided herein provided the Board shall deduct therefrom all monies as required by law or as authorized by the faculty member pursuant to this Agreement or otherwise. Such withholding shall include any and all additional amounts required to be paid to the State University Retirement System for the account of such faculty member.
3. The Board shall promptly seek a letter of opinion from the Internal Revenue Service as to the tax status of the amount paid to the State University Retirement System pursuant to this Section. Pending receipt of such opinion, the Board shall withhold Federal and State income taxes on all funds remitted to the State University Retirement System, i.e., the Board, for tax withholding purposes, shall treat all of the faculty members compensation as shown in the Schedules in Article VII,A as taxable income.
4. In the event that the opinion from IRS indicates that any or all of the amounts paid to the State University Retirement System are properly excludable from the gross income of the faculty member for taxation purposes, the Board will cease to withhold Federal and State income taxes on that portion which has been ruled excludable from his/her gross income.
5. The Senate and each faculty member will defend, indemnify, and hold harmless the Board of Trustees, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits or other liability by reason of a faithful payment of contributions to the State University Retirement System pursuant to the provisions of this Section. No such claim, demand, action, or suit

may be settled or compromised by the Senate without the written consent of the Board of Trustees, if such claim, demand, action, or suit adversely affects the Board of Trustees, its members, its agents, and/or its employees.

ARTICLE IX. 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 provisions of this Agreement. The parties each have voluntarily and unqualifiedly waived any right which might otherwise exist under law to negotiate over any subject not specifically referred to, or covered in, this Agreement during the term of this Agreement.

ARTICLE X. EFFECTIVE DATE AND DURATION

This Agreement shall be effective October 12, 1979, provided Article VII-A and Article VII-C,5 shall be effective August 21, 1979, and provided further that Article III-I shall be effective January 9, 1980. This Agreement shall continue in full force and effect through midnight on August 15, 1980. The parties hereto have caused this Agreement to be duly executed.

BOARD OF TRUSTEES

FACULTY SENATE

by _____

Mrs. Joan Klusmann
Chairman

by _____

Mr. William E. Miller
President

by _____

Mrs. Jan Bone
Secretary

by _____

Mrs. Rose Trunk
Vice President