

**TENTATIVE**

**1996/99**

**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**

**WITH**

**REVISIONS IDENTIFIED**

## **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

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

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

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

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

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### **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 ~~a reasonable time~~ 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**

The Board agrees to provide up to a maximum of twenty-one (21) 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 LRC faculty, reassigned time shall be equivalent to one (1) clock hour equaling .75 contact hours. For faculty members in the Development Education Laboratory, reassigned time shall be equivalent to one (1) clock hour equaling .50 contact hours.

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

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

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

**H. Meetings of House of Representatives**

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

**I. Meetings of the Faculty Senate**

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

**J. Board Meetings**

A copy of the Board agenda, non-confidential exhibits and minutes shall be made available to the Senate President or designee ~~within a reasonable time following their~~ at the same time as it is made available to administrators. ~~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 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.

## **ARTICLE III. CONDITIONS OF EMPLOYMENT**

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### **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 time 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 in the Personnel 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 acknowledgement shall not signify anything other than receipt of the material. Should the faculty member refuse to sign the material, the administrator shall write on the material that the faculty member refused to sign, date it and sign his/her name to the material.
3. The faculty member shall have the right to respond to any material placed in his/her file by submitting the response in writing within a reasonable time of the filing of the original material. Such response shall be attached to the file copy.
4. A faculty member shall have the right to examine his/her file. Such request shall be honored without undue delay if made during normal business hours. A designee of the College administration may be present during such review. Nothing shall be permanently removed from the file without the consent of the faculty member and the College. A faculty member may reproduce material from his/her file at the customary cost.
5. No material from a faculty member's personnel file shall be made available to personnel or agencies unconnected with the College without the faculty member's consent, except as required by law or as necessary pursuant to the regular operation of the College, provided this does not preclude verification of employment.

**C. Faculty Facilities**

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



D. **Calendar**

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

E. **Definition and Determination of Seniority**

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

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

F. **Class and Assignment Schedules**

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

G. **Class and Assignment Selection**

Appropriate faculty and the appropriate supervisor or designee shall develop a program for the assignment of classes, and/or other professional duties subject to the approval of the appropriate vice president. Full-time faculty members shall have the right of first refusal in selecting voluntary overload classes in disciplines in which they have fully satisfied appropriate teaching credentials, except as the needs of the College shall otherwise clearly require. Faculty members may not select an overload in a discipline until all other faculty members satisfying teaching credentials for that discipline have been assigned to a normal workload.

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

H. **Class Size**

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

the College.

I. **Workload**

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

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

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

2. If a faculty member teaches in excess of the normal workload, he/she shall be compensated as otherwise provided in this Agreement.
3. Open laboratory and individual learning contact hour assignments in developmental education, math lab, English as a Second Language and Adult Educational Development will be on a two (2) hours for one (1) hour of load equivalency.
4. Faculty members assigned to teach ENG 098, ENG 100, ENG 101, ENG 102, ENG 103, ENG 130, ENG 201, and ENG 220, shall have a normal workload of twenty-four (24) contact hours per year. As part of this load, faculty normally credentialed to teach LIT courses may substitute any course with a LIT prefix for not more than three (3) contact hours per semester.
5. Dental Hygiene faculty teaching only clinical courses (DHY 100, 101, 250, 251) shall have a normal workload of thirty-six (36) contact hours required per academic year.

6. For faculty members who do not have teaching responsibilities, their normal workload shall be thirty-five (35) clock hours weekly, excluding lunch. This provision includes LRC faculty and Student Development faculty.

Faculty members assigned as chairpersons of LRC 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 (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, Divisional 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. Hours shall be posted on the individual offices and with the appropriate Divisional Dean. The minimum number of office hours per week shall be ten (10) hours. 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 following Distance Learning provisions are specific to courses taught via alternative delivery methods which are delivered electronically at a distance and may include, but are not limited to, interactive video courses, telecourses, e-mail courses, courses on the internet, and other electronically delivered courses utilizing two-way, interactive communications:
  - a. For any class offered at a distance, all decisions about faculty load, class assignments, and schedules will be made consistent with Article III-F, G, I and K of the contract.
  - b. Class size for classes offered at a distance will be consistent with Article III-H and K.
  - c. The cumulative enrollment from all sites of classes offered through distance learning shall be consistent with Article III-H of the contract.
  - d. Recordings of a class session or downloads and materials offered via distance learning and the intellectual output by the individual instructors offered via electronic delivery will be governed by the guidelines identified by the Committee on Copyrights and Patents.
  - e. Appropriate department chairs and/or coordinators will be consulted before a course can be transmitted to another college site or received by the College when transmitted from another college site.
  - f. Faculty teaching courses delivered at a distance for the first time, will in the semester before the class is offered, receive reassigned time equal to one-half the course's number of credit hours for course development. In addition, in the first semester that the course is delivered, they will receive reassigned time equal to one-half the course's number of credit hours. This section (e) shall not

apply to telecourses.

- g. Reassigned time for department chairs or coordinators will be consistent with Article III K 1, b and c.

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

1. Full-time faculty members within a career program department or full-time faculty in departments other than career program departments will recommend to the appropriate administrator the faculty member to be appointed 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.

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

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

K. **Reassigned Time**

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

1. Reassigned time will apply under the following conditions:
  - a) Faculty assigned to large lecture instruction will be given reassigned time for the planning and preparation of instructional materials and the coordination of discussion and laboratory co-requisite sections. Reassigned time will be given for the first section of each unique course prefix and number.

In order to have the above apply, reassigned time will be given on the following basis:

- 1) lecture sections must have a minimum enrollment of sixty-four (64) and a minimum of two (2) discussions or laboratory co-requisite sections, reassigned time shall be two (2) hours.
- 2) lecture sections having no co-requisite sections with a minimum enrollment of sixty-four (64) to a maximum enrollment of ninety (90), and a minimum of two (2) contact hours, reassigned time

shall be one (1) hour.

- 3) lecture sections having no co-requisite sections with a minimum enrollment of ninety-one (91) and a minimum of two (2) contact hours, reassigned time shall be two (2) hours.

- b) Faculty assigned as career program coordinators will be awarded reassigned time based upon the following schedule:

Unduplicated Student Headcount			Reassigned Time
1	-	40	2 hours
41	-	60	3 hours
61	-	90	4 hours
91	-	120	5 hours
121	-	140	6 hours
141	or	more	7 hours

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

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

Adjusted contact hours are defined as the number of contact hours taught by full-time faculty plus one and one-half (1½) times the number of contact hours taught by part-time faculty. Computations are to be based on enrollment on the first day of a semester. Calculations shall be for individual departments or groups of disciplines with one (1) chairperson.

In addition to the reassigned time awarded above, the College will provide additional reassigned time to be distributed to faculty members with unusual temporary or ongoing needs. Distribution of these hours shall be made by the appropriate Vice President or designee based on requests made by Division Deans and 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.

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 LRC Functions	1 Clock Hour = 0.75 Contact Hour 1 Contact Hour = 1.33 Clock Hours
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For Developmental Education and Laboratory Function	1 Clock Hour = 0.50 Contact Hours 1 Contact Hour = 2.00 Clock Hours
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#### L. Mentors

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

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

#### M. Tenure

##### 1. Types of Appointments

###### 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 except for those employed prior to the close of the 1985/86 academic year, for whom such appointments shall not exceed three (3) 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 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. ~~Resignation after such date or during an academic year shall subject the resigning faculty member to the payment of liquidated damages equal to four percent (4%) of his/her annual salary, exclusive of overload or stipends, provided such damages may be waived in whole or in part in the sole discretion of the Board of Trustees as a consequence of extenuating circumstances. Any such waiver shall be nonprecedential.~~

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. 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.

(2) This statement shall then be incorporated in a letter from the President to the faculty member and to the Faculty senate, within ten (10) days of the committee report, informing him/her that a hearing to determine whether he/she should be removed from his/her faculty position on the grounds stated will be conducted at a specific time and place, sufficient time being allowed for the preparation of his/her defense, such period to be not less than ten (10) calendar days. The faculty member shall be informed of his/her procedural rights that will be accorded him/her, such as his/her 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/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.

(4) At the same time of the President's letter in (2) above, a review committee of five (5) persons shall be established. Two (2) members 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.

(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 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.

(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 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.

(7) Consideration by the Board of Trustees. After the date of the Review Committee's report, 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.

(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 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 sub-paragraph 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, LRC faculty, etc.).

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

- a) has taught at least a total of fifteen (15) contact hours at Harper College in the other program area during the preceding ~~three (3)~~ five (5) academic years, and
- b) has academic training which satisfies North Central Association and/or applicable professional accreditation standards, or meets the credentials required of the department or program as determined by the department or program.

4. If the Board shall determine to employ additional full-time faculty any time during the twenty (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 three (3) year maximum period prescribed in Article III,N,1(a) of this Agreement.

ARTICLE IV. LEAVES

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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 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 all 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 accumulate 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 section shall not be applicable to any proceeding conducted pursuant to Article V of this Agreement.

E. **Maternity/Child-Rearing Parental Leave**

A faculty member shall be eligible for ~~maternity/child-rearing~~ 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 ~~86~~, which is applicable only to non-tenured faculty members, and in Sections ~~98 and 10~~, which are is 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.~~
- ~~21.~~ Application for such leave shall be made in writing to the appropriate Vice President or designee at least ~~one hundred twenty (120)~~ ninety (90) calendar days prior to the anticipated birth of the child.
- ~~32.~~ The faculty member and the appropriate Vice President or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors related thereto. The leave shall not exceed the balance of the Academic year in which it commences and one (1) additional academic year. Every effort shall be made to have such leave terminate immediately prior to the start of a new academic year. Such leave shall commence upon one of the following: 1) the date agreed upon by the Vice President and faculty member, 2) for faculty members who teach, not later than the end of the semester preceding the semester during which the faculty member is expected to become unable to work, 3) the actual date of delivery/adoption, 4) the date on which the faculty member is required to leave 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~~ requirements of this section at his/her sole discretion; any such waiver shall not be precedential in any respect.

43. Sick leave shall not be applicable during ~~the any~~ period of the ~~maternity/child-rearing~~ parental leave, except as eligible under the Family Medical Leave Act or as mutually agreed to between the faculty member and the appropriate Vice President or designee as a result of a medically required reduced work load. Any accumulated sick leave available at the commencement of the leave shall be available to the faculty member upon return to employment at the College.
54. 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.
65. Any faculty member desiring ~~child-rearing~~ parental leave as a result of becoming an adoptive parent shall notify the appropriate Vice President or designee in writing upon the initiation of such proceedings. Leave shall be granted upon satisfactory written notification to the Vice President or designee of the date the child is expected to be received. It shall be the responsibility of the applying faculty member to keep the Vice President or designee informed of the status of the proceedings, and as soon as known, the expected date of delivery of the child. This section shall not be applicable if the adopted child is six (6) or more years of age at the time the child is received. However, the age requirement may be waived by the appropriate Vice President or designee if the child has a medical condition which would require the leave.
76. A ~~maternity/child-rearing~~ 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 ~~maternity/child-rearing~~ 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.



87. A faculty member who has been granted a ~~maternity/child-rearing~~ 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 ~~maternity/child-rearing~~ parental leave of absence. Application for such extension of leave shall be in writing to the appropriate Vice President or designee at least one hundred ~~fifty (150)~~ twenty (120) calendar days prior to the anticipated birth of the child or as soon as possible after notification of adoption.
98. Nothing in this Article shall be construed as requiring any faculty member to apply for a ~~maternity/child-rearing~~ parental leave. A faculty member not eligible for or not desiring ~~maternity~~ parental 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 54 of this section.~~ Such faculty member shall return to employment immediately following the termination of such illness.
10. ~~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/her 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) year of full-time service as a faculty member of the College, provided a faculty member shall not be eligible for such leave in any academic year next following an academic year in which he/she was on leave of absence for sixty (60) days or more.
3. The faculty member shall make application for sabbatical leave in writing to the appropriate Vice President or designee pursuant to a reasonable timetable which shall be established. Such application shall include all the data pertinent to such leave.

4. Sabbatical leave shall be for a period of one (1) academic semester or one (1) academic year.
5.
  - a) During the period of sabbatical leave, the faculty member shall receive one-half of his/her salary for an entire academic year, and all of his/her salary for a leave of one semester.
  - b) If during the period of the sabbatical leave, the faculty member earns taxable remuneration from some other organization, agency, institution, or person, the salary paid by the College shall be reduced accordingly; provided if the sabbatical leave is for one academic year, no reduction in salary shall be made unless the total of the regular salary and such taxable remuneration exceeds the amount equal to the salary that would have been paid to the faculty member if he/she were not on sabbatical leave, and provided further, such taxable remuneration shall not include royalties, dividends, interest or like income not derived from work performed during the period of the sabbatical leave.
  - c) As used herein "salary" means the amount set forth in Article VII-A and shall not include any additional amounts for summer school, extra-duty stipends, overloads, or the like. All insurance benefits shall continue and sick leave shall accrue during the term of the leave.
6. As a condition precedent to sabbatical leave, the faculty member shall agree to return to the College as a full-time faculty member for at least one (1) academic year immediately following the conclusion of such leave (or at least two (2) years if the sabbatical leave is for an entire academic year), and shall execute a promissory note assuring restitution of all salary paid during such leave if he/she does not return, such to be payable in bimonthly installments over a term not to exceed twice the length of the leave.

**K. Alternative Work Load Leave**

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

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

While on such leave, a faculty member shall be allowed to participate in all College insurance programs, provided the faculty member shall make timely

advance payments to the designated College office of all premiums due for their portion of the insurance not covered by this leave.

**L. Sick Leave**

A faculty member shall have the right to utilize sick leave because of personal illness or disability or because of a medical emergency which confronts the faculty member's immediate family which is defined as the employee's natural or step parents, spouse, children, grandchildren, grandparents, or parent-in-law, brother, or sister. Sick leave shall be twenty (20) days the first year and ten (10) days per year after the first year up to ~~three hundred fourteen (314) days accumulated for 1993/94, three hundred twenty eight (328) days accumulated for 1994/95 and three hundred forty two (342) days accumulated for 1995/96~~ four hundred (400) days. 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.

No later than thirty (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.

**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.

**MN. Nonprecedential Effect of Leaves**

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

**NO. 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.

**OP. 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.

**PQ. Notice of Intention to Return**

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

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

## ARTICLE V. GRIEVANCE PROCEDURE

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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 when classes are scheduled except Saturdays, Sundays and those school holidays and/or emergency days when the Office of the Vice President of Academic Affairs shall be closed.

### B. Provisions

- ~~3~~1. A faculty member may be represented at any meeting, hearing or appeal relating to a grievance ~~which has been formally presented~~. A representative of the Senate shall have the right to attend such meeting, hearing or appeal.
42. 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~~
- ~~5~~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.

### BC. Informal Resolution Procedures

- 4- 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

Step I

- ~~21.~~ 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 completion of the informal resolution process. ~~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 grievance must be formally presented in writing to the same appropriate supervisor. 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. 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, 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.
3. 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.

Step II

- ~~34.~~ 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.

45. 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.

Step III

56. 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.

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 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.

GE. 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

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- 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 Schedule

#### STEP LANE SCHEDULE 1996/97

Level**	Instructor	Assistant Professor	Associate Professor	Professor
1	29,746	33,316	37,314	41,792
2	30,698	34,382	38,508	43,129
3	31,680	35,482	39,740	44,509
4	32,694	36,617	41,012	45,933
5	33,740	37,789	42,324	47,403
6	34,820	38,998	43,678	48,920
7	35,934	40,246	45,076	50,485
8	37,084	41,534	46,518	52,101
9	38,271	42,863	48,007	53,768
10	39,496	44,235	49,543	55,489
11	40,760	45,651	51,128	57,265
12	42,064	47,112	52,764	59,097
13	43,410	48,620	54,452	60,988
14	44,799	50,176	56,194	62,940
15	46,233	51,782	57,992	64,954
16	47,712	53,439	59,848	67,033
17	49,239	55,149	61,763	69,178
18		56,914	63,739	71,392
19			65,779	73,677
20			67,884	76,035
21				78,468

Note: (1) 3.2% between cells  
(2) 12% between salary lanes

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

# STEP LANE SCHEDULE 1997/98

Level**	Instructor	Assistant Professor	Associate Professor	Professor
1	30,121	33,736	37,784	42,318
2	31,085	34,816	38,993	43,672
3	32,080	35,930	40,241	45,070
4	33,107	37,080	41,529	46,512
5	34,166	38,267	42,858	48,000
6	35,259	39,492	44,229	49,536
7	36,387	40,756	45,644	51,121
8	37,551	42,060	47,105	52,757
9	38,753	43,406	48,612	54,445
10	39,993	44,795	50,168	56,187
11	41,273	46,228	51,773	57,985
12	42,594	47,707	53,430	59,841
13	43,957	49,234	55,140	61,756
14	45,364	50,809	56,904	63,732
15	46,816	52,435	58,725	65,771
16	48,314	54,113	60,604	67,876
17	49,860	55,845	62,543	70,048
18	50,658	57,632	64,544	72,290
19		58,554	66,609	74,603
20			68,740	76,990
21			69,840	79,454
22				80,725

Note: (1) 3.2% between cells  
(2) 12% between salary lanes

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

# STEP LANE SCHEDULE 1998/99

Level**	Instructor	Assistant Professor	Associate Professor	Professor
Old New				
1-Delete	30,501	34,161	38,260	42,851
2 - 1	31,477	35,254	39,484	44,222
3 - 2	32,484	36,382	40,747	45,637
4 - 3	33,523	37,546	42,051	47,097
5 - 4	34,596	38,747	43,397	48,604
6 - 5	35,703	39,987	44,786	50,159
7 - 6	36,845	41,267	46,219	51,764
8 - 7	38,024	42,588	47,698	53,420
9 - 8	39,241	43,951	49,224	55,129
10 - 9	40,497	45,357	50,799	56,893
11 - 10	41,793	46,808	52,425	58,714
12 - 11	43,130	48,306	54,103	60,593
13 - 12	44,510	49,852	55,834	62,532
14 - 13	45,934	51,447	57,621	64,533
15 - 14	47,404	53,093	59,465	66,598
16 - 15	48,921	54,792	61,368	68,729
17 - 16	50,486	56,545	63,332	70,928
18 - 17	52,104	58,354	65,359	73,198
19 - 18		60,221	67,450	75,540
20 - 19			69,608	77,957
21 - 20			71,835	80,452
22 - 21				83,026

Note: (1) 3.2% between cells except steps 19 and 20  
(2) 12% between salary lanes

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

**B. Training Education and Experience Requirements for Placement on Salary Lanes Schedule**

**1. Instructor**

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

**2. Assistant Professor**

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

**3. Associate Professor**

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

**4. Professor**

- a) Doctor's degree in the subject field and ten (10) years professional experience at least five (5) of which must be successful college

teaching; or a master's degree in subject field, plus at least sixty (60) graduate hours beyond the master's degree of which a minimum of thirty (30) must be in the subject field and half of the remainder must be in related fields, fifteen (15) years professional experience at least eight (8) of which must be successful college teaching, and other exceptional qualifications and demonstrated instructional leadership, or

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

- 5. As used herein, "subject field" also includes an approved (by the Vice President of Academic Affairs or designee) area related to the subject field.
- 6. As used in this article, "course" and "graduate hours" shall apply only to instruction received at institutions accredited by agencies recognized by the Council on Post Secondary Accreditation (COPA).

#### **C. Professional Development Activities**

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

- a) 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.
- b) 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.

- c) 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.
- d) Non-credit courses meeting fewer than five (5) separate days and other professional development activities: Activities other than coursework (as covered in a),b) and c) above) must be proposed to the Professional Development Assessment Committee for assessment and review for determination of equivalent graduate hour value. The request must be approved by the committee prior to approval by the immediate supervisor and appropriate Vice President. The decision of the Vice President shall be final. A completion report must be submitted to the faculty committee within ninety (90) calendar days following completion of the activity. A completion report for activities completed after the end of the Spring Semester but before the beginning of the Fall Semester must be submitted to the faculty committee within thirty (30) calendar days of the beginning of the Fall Semester. The faculty committee shall be chosen pursuant to the procedures set forth in Article III,M,4,b(1) of this Agreement.
- e) Request for approval of Institutional Service Professional Development Credit for Committee Chairs and/or offices held in Professional/Charitable organizations at a Local, Regional, State, National, or International level must be submitted in writing to the Professional Development Committee for their evaluation. A completion report for activities completed after the end of the Spring Semester but before the beginning of the Fall Semester must be submitted to the faculty committee within thirty (30) calendar days of the beginning of the Fall Semester. Institutional Service Professional Development Credit, if approved, shall be awarded at the rate of one-half (½) Professional Development Unit Credit per semester per Committee Chair and/or office held.
- f) The approval or non-approval of any such proposal shall be nonprecedential with respect to any other application for such activity.

#### **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 ~~when any of the following conditions have been met~~ as follows:

- 1) Any faculty previously approved by the Board for promotion for ~~1993/94, 1994/95, or 1995/96~~ 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 developed by the original promotion contract committee under the 1990/93 contract~~ outlined in the Contract Promotions Committee procedure.
- 3) ~~Any faculty member holding the rank of 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 under Article IIIe., assuming that the faculty member~~ To be promoted to assistant professor, a faculty member must meet these conditions: The faculty member (a) has received tenure; (b) has completed five (5) years of Harper service as an instructor; and (c) meets the minimum requirements for the new rank as set forth in Section B, 2, a or b of this article.
- 4) ~~Any faculty member holding the 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 under Article IIIe., assuming that the faculty member~~ To be promoted to associate professor, a faculty member must meet these conditions: The faculty member (a) has received tenure; (b) has completed five (5) years of Harper service as an assistant professor; and (c) meets the minimum requirements for the new rank as set forth in Section B, 3, a or b of this article.
- 5) To be promoted to professor, a faculty member must meet these conditions: The faculty member (a) has received tenure; (b) has completed five (5) years of Harper service as an associate professor; (c) meets the requirements for the new rank as set forth in Section B, 4, a or b of this article; (d) has demonstrated exceptional qualifications and instructional leadership; and (e) has been recommended by the Institutional Promotions Committee and approved by the Board of Trustees.

56) 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.

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

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

3. Rank

Academic rank will be maintained as previously defined herein.

4. Substituting

Any faculty member who substitutes shall be paid at twenty-one dollars (\$21) 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 Divisional Dean or appropriate supervisor, will be limited to a maximum of twelve (12) 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 = .75 Contact Hours
LRC Functions	1 Clock Hour = .75 Contact Hours
Developmental	1 Clock Hour = .50 Contact Hours

- f) Overload Pay Schedule

**1996/97:**

Level	BA or Less	MA	MA + 15	MA + 30	MA + 60
0-3	<u>440</u>	<u>460</u>	<u>480</u>	<u>500</u>	<u>520</u>
4-6	<u>460</u>	<u>480</u>	<u>500</u>	<u>520</u>	<u>540</u>
7 +	<u>480</u>	<u>500</u>	<u>520</u>	<u>540</u>	<u>560</u>

**1997/98:**

Level	BA or Less	MA	MA + 15	MA + 30	MA + 60
0-3	<u>460</u>	<u>480</u>	<u>500</u>	<u>520</u>	<u>540</u>
4-6	<u>480</u>	<u>500</u>	<u>520</u>	<u>540</u>	<u>560</u>
7 +	<u>500</u>	<u>520</u>	<u>540</u>	<u>560</u>	<u>580</u>

**1998/99:**

Level	BA or Less	MA	MA + 15	MA + 30	MA + 60
0-3	<u>480</u>	<u>500</u>	<u>520</u>	<u>540</u>	<u>560</u>
4-6	<u>500</u>	<u>520</u>	<u>540</u>	<u>560</u>	<u>580</u>
7 +	<u>520</u>	<u>540</u>	<u>560</u>	<u>580</u>	<u>600</u>

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.

<b>Position</b>	<b>Fall</b>	<b>Spring</b>	<b>Year Total</b>
Head Baseball Coach		7	7
Asst. Baseball Coach		5	5
Head Men's Basketball Coach	4	5	9
Asst. Men's Basketball Coach	2	3	5
Head Women's Basketball Coach	3	4	7
Asst. Women's Basketball Coach	2	3	5
Head Cross Country Coach	5		5
Head Football Coach	10		10
Asst. Football Coach	5		5
Head Golf Coach	5		5
Head Soccer Coach	5		5
Head Softball Coach		5	5
Head Men's Tennis Coach		5	5
Head Women's Tennis Coach	5		5
Head Men's Track Coach		6	6
Head Women's Track Coach		6	6
Head Men's & Women's Track Coach	3	6	9
Asst. Track Coach		5	5
Head Men's & Women's Swimming Coach	3	3	6
Asst. Swimming Coach	2	3	5
Head Women's Volleyball Coach	5		5
Head Wrestling Coach	3	3	6
Asst. Wrestling Coach		5	5
Coordinator of Athletics	5	5	10
Asst. Coordinator of Athletics	4	4	8

7. Independent Study

Reimbursement of faculty for independent study students shall be at the rate of thirty dollars (\$30) per credit hour generated. A faculty member may not contract to work with more than four (4) students during any fall or spring semester.

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

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

8. Pay Periods

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

The twenty (20) or twenty-six (26) installments will be paid on a biweekly basis and the deductions will be prorated on a twenty (20) or twenty-six (26) installment basis.

In either option, if the payday falls on a day when the College is officially closed, payday shall be the preceding faculty employment day.

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

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

9. Summer School Pay

Summer school teaching compensation shall be determined as follows:

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

\* = contracted salary of previous academic year

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

n = the number of weeks the course is taught

x = the number of contact hours taught per week

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

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

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

No other provision of the Agreement (except Article V, Article III,E, Article VII,A,1, and Article VII,D,5(g) shall apply to summer school.

## ARTICLE VIII. INSURANCE AND FRINGE BENEFITS

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### A. Professional Expense Benefits

1. Faculty members may be allowed professional expense benefits not to exceed ~~seven hundred seventy five dollars (\$775) for fiscal year 1993/94, eight hundred dollars (\$800) for fiscal year 1994/95 and eight hundred twenty five dollars (\$825) for fiscal year 1995/96~~ eight hundred fifty dollars (\$850) for fiscal year 1996/97, eight hundred seventy five dollars (\$875) for fiscal year 1997/98 and nine hundred dollars (\$900) for fiscal year 1998/99 for qualified professional expenses as described below:

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

When approved study is available only at institutions where tuition rates exceed the limit, supplemental grants may be made if specifically authorized by the appropriate Vice President. Any such approval shall be nonprecedential.

- b) Reimbursement for the following professional expenses may not exceed the total professional expense benefits allowed in Article VIII.A.1.
  - (1) Membership fees and incidental expenses related to professional teaching organizations as approved by the appropriate Vice President.
  - (2) Subscriptions to professional journals, books and periodicals directly related to the faculty member's teaching area.
  - (3) Incidental teaching supplies, materials and educationally related equipment purchased by the faculty member, but not including items normally furnished by the College.
  - (4) Typing of the faculty member's master's or doctoral thesis.
  - (5) Licensing fees and certification fees for associations and agencies related to teaching area.



- (6) Travel to approved meetings and conferences related to faculty member's area of teaching, exclusive of any supplemental travel funds institutionally budgeted.
  - (7) Up to one hundred ninety dollars (\$190) each academic year for a Cardiovascular Risk Assessment (stress test) and related Blood Cholesterol Profile performed at the Harper Cardiac Rehabilitation Center.
2. Professional expense benefits for approved travel and meetings or conferences may be disbursed in advance for amounts over three hundred and twenty-five dollars (\$325) provided faculty members submit to their immediate supervisor documentation supporting the advance request. In this case vouchers for expenses and appropriate evidence of payment (cash, check, or charge receipt) must be submitted within sixty (60) days from date of advancement.
3. All disbursements for professional expense benefits for expenses already incurred must be supported by appropriate evidence of payment. All requests for reimbursement must be approved by the faculty member's immediate supervisor. Any professional travel expense must be preapproved. All vouchers for expenses incurred during the fiscal year must be submitted by June 15, except that professional expenses incurred during June may be allocated to the following year.

**B. Aggregation of Professional Expenses**

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

**C. Group Insurance**

1. The Board shall pay the total premium not to exceed thirty-nine cents (39¢) per one thousand dollars (\$1,000) for group term life insurance equal to twice the faculty member's annual salary to the nearest thousand dollars, but not to exceed one hundred ~~twenty~~ seventy thousand dollars (\$1270,000). In addition the Board will pay the entire premium for Accidental Death and Dismemberment Insurance equal to twice their annual salary to the nearest thousand dollars, but not to exceed one hundred ~~twenty~~ seventy thousand dollars (\$1270,000).
2. The Board shall also pay the total premium necessary to provide a monthly disability benefit of sixty percent (60%) of salary not to exceed three thousand five hundred dollars (\$3,500) per month for long-term disability insurance.

3. The Board shall also pay the full premium for the faculty member for the dental coverage as provided during the 1988/90 Agreement.
4. The health/major medical insurance premium for the faculty member under Harper's self-insured plan will be paid at the rate of ninety percent (90%) by the Board and ten percent (10%) by the faculty member. The Board shall pay one hundred percent (100%) of the premium for a faculty member who elects a Harper approved HMO plan, except that, if the premium for the HMO plan equals or exceeds ninety percent (90%) of the premium under the Harper self-insured plan, the premium shall be paid ninety percent (90%) by the Board and ten percent (10%) by the faculty member.
5. The health/major medical insurance premium for spouse, children, or spouse and children under the Harper self-insured plan will be paid at the rate of seventy percent (70%) by the Board and thirty percent (30%) by the faculty member. The Board shall pay one hundred percent (100%) of the premium for a faculty member who elects a Harper approved HMO plan, except that, if the premium for the HMO plan equals or exceeds seventy (70%) of the premium under the Harper self-insured plan, the premium shall be paid seventy percent (70%) by the Board and thirty percent (30%) by the faculty member.
6. The nature of the benefits shall be governed by the terms of the applicable group policy and the rules and regulations of the carrier. If faculty members elect any dependent coverage, all premiums due thereafter not covered by the Board shall be deducted from the appropriate paycheck of the faculty member.

The health/major medical insurance shall be no less comprehensive than that which prevailed during the 1989/90 fiscal year provided such coverage may be altered as provided by the next succeeding subsection (7).

7. During the term of this Agreement, the parties shall evaluate the existing health/major medical/dental insurance programs. Such evaluation shall be conducted by a committee composed of an equal number of faculty members to be appointed by the President of the Senate and other persons to be appointed by the President of the College not to exceed eight (8) in total number. Other recognized or established employee groups at the College may each appoint an individual non-voting member of the committee as a representative of such other employee group. The committee shall have the authority to allocate monies in the employee medical insurance fund and to alter any applicable provision of this section (C) 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 six (6) voting members of the

committee affirmatively approve such change and provided that the Senate and the Board of Trustees approve any alteration of the program.

8. The Board agrees to assume the full cost of all government mandated increases to insurance costs herein during the term of this Agreement. During the term of this Agreement the Board agrees to make available all monies now set aside and in the future set aside in the employee medical insurance fund and all interest therefrom, plus all net revenues (if any) accruing from the applicable provisions of this section (C) to the committee. Net revenues shall mean the difference between the amount allocated for premiums under this section (C) and the amount actually paid for insurance benefits.
9. As used in this section (C), the term 'fiscal year' shall mean the twelve (12) calendar months commencing October 1.
10. The parties shall return to the language of section (VIII) in the 1988/90 Agreement, except for any changes in the dates and premium amounts, if either party is dissatisfied with the functioning of the committee. Such return shall be effective at the expiration of this Agreement.
11. 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).
12. The Cardiac Rehabilitation Phase III program at Harper shall be available to faculty members. The faculty member shall pay for the Phase III program and then be reimbursed by the Board.

**D. Secretarial Service**

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

**E. Tax-Sheltered Annuity**

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. Board Payment to Retirement System (SURS)**

1. From the Compensation Schedule, the Board shall deduct for each faculty member a sum equal to eight percent (8%) of the amount due such faculty member pursuant to the Compensation Schedules to the State of Illinois State Universities Retirement System, to be applied for the retirement account of such faculty member. It is the intent of the parties by this Agreement to qualify these payments as "picked-up" contributions within the meaning of Section 414(h)(2) of the Internal Revenue Code so as to be excludable from the gross income of all faculty members. The faculty members shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the State Universities Retirement System.
2. No faculty member who is a participant in State Universities Retirement System shall have the option of choosing to receive the amounts contributed by the Board directly, and the assumption and payment of the faculty members' required contribution to the State Universities Retirement System is a condition of employment made in order to secure the faculty members' future services, knowledge and experience.
3. The balance of the amount due each faculty member pursuant to such Compensation Schedule shall be payable to the faculty member as salary 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 as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to the State Universities Retirement System for the account of such faculty member.
4. Internal Revenue Service Revenue Rulings indicate that the amounts paid the State Universities Retirement System are properly excludable from the gross income of the teacher for income taxation purposes, and the Board will not withhold Federal and State income taxes on funds remitted to the State Universities Retirement System on behalf of teachers unless and until the Internal Revenue Service or a court shall determine that such amounts are not properly excludable.
5. The Board shall promptly seek a letter of opinion from the Internal Revenue Service to confirm the tax status of the monies paid to the State Universities Retirement System pursuant to this section.
6. 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 Universities Retirement System pursuant to the provision 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.

7. The Board shall prepare the W-2 statements for 1981 reflecting taxable earnings which do not include the seven percent (7%) Board payment to SURS after the onset of the 1981/82 academic year, provided this subsection shall not be applicable unless withholding of taxes on such Board payments has ceased by that date pursuant to all of the other provisions of this Section.

**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 courses offered by the College without tuition charge.

The participation of such faculty member, spouse, or child in any nonreimbursable 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

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

### PLAN I.

- A. The program shall be open to all faculty members who are at least 55 years of age on July 1 of the year of retirement and who have been employed by the College as faculty members for the preceding 10 years on a full-time basis.

~~The Age Discrimination in Employment Act (ADEA) of 1967 includes an exemption which permits compulsory retirement at age 70 of any person serving under a contract of unlimited tenure at an institution of higher education. The exemption to the Act is scheduled to be repealed on December 31, 1993 unless extended as a result of a study conducted by the Equal Employment Opportunity Commission and the National Academy of Sciences.~~

~~Effective January 1, 1994 the College shall fully comply with the requirements of the ADEA regarding mandatory retirement.~~

- B. Application for participation in the program shall be submitted in writing to the appropriate Vice President or designee no later than January 15 preceding the academic year in which early retirement shall be effective.
- C. Each application shall include a plan for the rendition of appropriate service to the College during the period of early retirement. Such services shall not be inappropriate solely because they are rendered off campus.
- D. During the first year of early retirement, the retiree shall receive an amount equal to twenty-five percent (25%) of the base salary of the last year of full-time teaching at the College (exclusive of overloads and any other stipends). During each succeeding year of participation in the program the retiree shall receive an amount equal to twenty-five percent (25%) of the base salary that the retiree would have received for full-time teaching at the College but for participation in the early-retirement program. Payments for services rendered shall be made no less often than quarterly.
- E. The plan shall terminate after five (5) years of participation therein or upon the retiree's seventieth (70) birthday, or upon death of the early retiree ("the period of early retirement"), whichever shall first occur. In the event of the death of an early retiree, the College will continue payments to the designated beneficiary for the balance of the current year. The plan shall also be terminable as to any retiree for failure to perform the services in his/her specific retirement program or for other good cause shown.

- F. During the period of early retirement, the Board shall provide the early retiree with group medical, dental, life and accidental death and dismemberment insurance coverage as is available to faculty members under this Agreement. Such insurance coverage shall be reduced to the extent that Medicaid, Medicare or comparable benefits are otherwise available to the retiree or as contractually required.

During the period of early retirement, the early retiree shall have the right to purchase dependent medical and dental insurance coverage through the College's insurance program at the then prevailing rate for faculty member dependent coverage. Premium payments for the dependent coverage shall be paid by the retiree on a timely basis, in advance, to the Personnel Office of the College.

Should the early retiree or dependent become eligible for Medicare during the period of early retirement, the amount of premiums he/she pays to the College shall be reduced by the retiree's or dependent's Medicare premiums.

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

## **PLAN II.**

Anything in this article to the contrary notwithstanding, the faculty member who elects to participate in the early retirement program prescribed by HB289 of 1981 as enacted into law shall not be eligible to participate in the program provided herein except such faculty members may participate in the program provided herein at the compensation level described below:

- Age 55 - The College will make a lump sum payment to SURS of one hundred thirty-five percent (135%) of the base salary of the retiree determined as in Article IX, Plan I., Section D.
- Age 56 - The College will make a lump sum payment to SURS of one hundred eight percent (108%) of the base salary of the retiree determined as in Article IX, Plan I., Section D. The College will also pay five percent (5%) of the base salary for each of five (5) years to the retiree.
- Age 57 - The College will make a lump sum payment to SURS of eighty-one percent (81%) of the base salary of the retiree determined as in Article IX, Plan I., Section D. The College will also pay ten percent (10%) of the base salary for each of five (5) years to the retiree.
- Age 58 - The College will make a lump sum payment to SURS of fifty-four percent (54%) of the base salary of the retiree determined as in Article IX, Plan I., Section D. The College will also pay fifteen percent (15%) of the base salary for each of five (5) years to the retiree.
- Age 59 - The College will make a lump sum payment to SURS of twenty-seven percent (27%) of the base salary of the retiree determined as in Article IX, Plan I., Section D. The College will also pay twenty percent (20%) of the base salary for each of five (5) years to the retiree.

As used herein, "age" shall mean the same age of the early retiree as is utilized to implement benefits to the retiree pursuant to HB289 of 1981. Retirees participating in the program pursuant to this Plan II shall also be subject to all the other provisions of this Article.



### **PLAN III.**

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

#### **Post Retirement Medical Insurance**

After the period of early retirement, or after retiring and receiving SURS benefits, a retiree or the surviving spouse of a retiree shall have the right to continue individual or dependent coverage under the existing group medical insurance plan by paying the full cost of the then prevailing cost of such coverage to the College on a timely basis. The option to purchase continuing retirement group medical coverage will terminate when the retiree or surviving spouse become eligible for Medicaid, Medicare or comparable benefits otherwise available. If the retiree or surviving spouse has coverage for dependent children, the option to continue dependent children medical insurance shall cease upon the retiree or surviving spouse becoming eligible for Medicaid, Medicare or comparable benefit otherwise available.

#### **Professor Emeritus Post-Retirement Employment Program**

A tenured faculty member who elects to retire from Harper College under the State Universities Retirement System, and who desires to continue a professional affiliation with the College, may ~~apply for~~ participate ~~in~~ in the post-retirement employment program ~~by following the procedures detailed~~ as outlined in the appropriate procedure manuals.

## ARTICLE X. PRECEDENCE OF AGREEMENT

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- 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. ~~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 XI. EFFECTIVE DATE AND DURATION**

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This Agreement shall be effective on August ~~17~~ 20, 199~~3~~6 subject to ratification by the Faculty Senate and approval by the Board of Trustees by ~~May 27, 1993~~ September 26, 1996.

This Agreement shall continue in full force and effect through midnight on the day prior to faculty reporting for the ~~1996/97~~ 1999/00 academic year.

### **BOARD OF TRUSTEES**

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Lawrence R. Moats  
Chairman

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Richard C. Kolze  
Secretary

### **FACULTY SENATE**

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George Evans  
President

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Pauline Buss  
Vice President

**SIDE LETTER FROM THE 1993/1996 FACULTY AGREEMENT  
SIDE LETTER TO THE 1996/1999 FACULTY AGREEMENT**

**FACULTY BENEFIT STUDY**

It is mutually agreed that the Faculty, Administration and the Board of Trustees will undertake a comprehensive examination of the faculty's entire benefit package.

- I. The purpose of this study is to explore alternatives including, but not limited to:
  - A) A flexible insurance benefit program.
  - B) Modifications to the present benefit package.
- II. A second goal is to provide the Board of Trustees and the Administration with a predictable total insurance benefit amount for budgeting purposes.

It is understood that the intent of this examination is not to cut insurance benefits but rather to give more choice to participants and to provide greater ability to forecast future insurance benefit costs.

It is recommended that a Committee be designated as the Faculty Insurance Benefit Study Committee to conduct this exploration with the goal that the study be completed within twelve (12) months. This Committee will include four (4) faculty members appointed by the Senate President and four (4) persons appointed by the President of the College. The Committee shall elect its own chairperson.

Any recommendations made by the Faculty Insurance Benefit Study Committee will be considered during future contract negotiations or earlier by mutual agreement.

## SIDE LETTER TO THE 1996/1999 FACULTY AGREEMENT

### RETIREMENT OPPORTUNITY #3

~~The Faculty Senate and the Board of Trustees each desire to achieve a balanced faculty population in terms of experience and diversity and have developed an additional early retirement program in an effort to reach these objectives. The effects of this type of program are unpredictable and therefore it is mutually agreed that an evaluation of this early retirement opportunity will be conducted to determine if there should be any future implementation of this type of opportunity.~~

A faculty member who is at least 55 years of age and who has been employed by the College as a faculty member for the preceding fifteen (15) years on a full-time basis as of August 31 of the year of retirement, shall have the option to elect to have his/her scheduled base salary enhanced by 20 percent over the previous year's scheduled base salary. This enhancement shall be for a maximum of one (1) academic year and will be deducted from any incentives offered under Article IX-D.

A faculty member who is at least 55 years of age and who has been employed by the College as a faculty member for the preceding twenty (20) years on a full-time basis as of August 31 of the year of retirement, shall have the option to elect to have his/her scheduled base salary enhanced by 20 percent over the previous year's scheduled base salary. This enhancement shall continue for a maximum of two (2) consecutive academic year and will be deducted from any incentives offered under Articles IX-D.

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

To receive this enhancement for ~~1993/94, 1994/95, or 1995/96~~ 1996/97 or 1997/98 or a combination of two consecutive years, the faculty member must submit his/her retirement request by ~~October~~ November 1, 1993~~6~~.

The number of faculty who will be permitted to retire under this retirement opportunity at the end of the ~~1993/94~~ 1996/97 academic year or summer session will not be limited.

The number of faculty who will be permitted to retire under this retirement opportunity at the end of the ~~1994/95 or 1995/96~~ 1996/97 or 1997/98 academic year or summer sessions will be determined by an analysis of the number of faculty requesting retirement for the ~~1994/95 and the 1995/96~~ 1996/97 and the 1997/98 academic years or summer sessions. This analysis will be conducted by the Administration for the Board of Trustees and will be completed by ~~October~~ November 15, 1993.

If the distribution of requested retirements between ~~1994/95 and 1995/96~~ 1996/97 and 1997/98 is relatively equal, the resulting retirement request list shall be communicated to the faculty members requesting retirement and the Faculty Senate.

In the event of a great imbalance in the number of faculty requesting retirement at the end of the ~~1994/95 and 1995/96~~ 1996/97 and 1997/98 academic years or summer sessions, the Administration on behalf of the Board of Trustees shall equalize the number of retirements each year by faculty seniority date. The resulting proposed retirement list, as revised, shall be communicated to the faculty members requesting retirement and the Faculty Senate.

Once the proposed retirement request list has been communicated to those faculty members requesting retirement and the Faculty Senate, a retiring faculty member will have until December 15, 1993, to either accept any revision to his/her requested retirement date, modify his/her retirement request or withdraw his/her request for early retirement under this retirement opportunity. After December 15, 1993, the proposed retirement request list will be forwarded to the Board of Trustees for final approval.

Insurance benefits under this opportunity shall be in accordance with ARTICLE IX. POST RETIREMENT MEDICAL INSURANCE.

The plan to receive this enhancement shall be put forth in a separate contract between the faculty member, in consultation with the Faculty Senate, and the Board of Trustees.

Once a retirement request is accepted by the Board of Trustees, it may not be canceled, changed or used in combination with any other retirement plan except by mutual agreement between the faculty member, in consultation with the Faculty Senate, and the Board of Trustees.

## **SIDE LETTER TO THE 1996-1999 FACULTY AGREEMENT**

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