

**2006/2010
(Extended to 2017)**

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

TABLE OF CONTENTS

INTRODUCTORY PARAGRAPH	1
PREAMBLE	1
ARTICLE I. RECOGNITION	2
ARTICLE II. UNION-BOARD RELATIONS	
A. No Discrimination	3
B. Use of Facilities and Equipment	3
C. Information to the Faculty Senate	3
D. Review of Forms	3
E. Bulletin Board and Mailboxes	3-4
F. Reassigned Time for Senate	4
G. Leaves of Absence for Union Officers	4
H. Meetings of House of Representatives	5
I. Meetings of the Faculty Senate	5
J. Board Meetings	5
K. Printing of Agreement	5
L. Office for Senate	5
M. Board Rights	5
N. Intellectual Property and Copyrights	6
O. Faculty Handbook	6
ARTICLE III. CONDITIONS OF EMPLOYMENT	
A. Academic Freedom and Faculty Rights	7-8
B. Faculty Personnel Records	8
C. Faculty Facilities.	9
D. Calendar	9
E. Definition and Determination of Seniority	9
F. Class and Assignment Schedules	9
G. Class and Assignment Selection	9-10
H. Class Size	10
I. Workload	10-14
J. Career Program Coordinators and Departmental Chairpersons	14
K. Reassigned Time	14-16
L. Mentors	16
M. Tenure	16-20
N. Layoff Procedure (Reduction in Force)	20-22
ARTICLE IV. LEAVES	
A. Educational Improvement and Work Experience Leaves	23
B. Family Hardship Leaves	23
C. Funeral Leave	23-24

D.	Jury Duty/Court-Related Leave	.	.	.	.	24
E.	Parental Leave	.	.	.	.	24-26
F.	Military Leave	.	.	.	.	26
G.	Personal Business Leave	.	.	.	.	26
H.	Professional Meeting Leave	.	.	.	.	26
I.	Religious Leave	.	.	.	.	27
J.	Sabbatical Leave	.	.	.	.	27-28
K.	Alternate Work Load Leave	.	.	.	.	28
L.	Sick Leave	.	.	.	.	28-29
M.	Family Medical Leave Act	.	.	.	.	29
N.	Nonprecedential Effect of Leaves	.	.	.	.	29
O.	Reemployment at Conclusion of Leave of Absence.					29
P.	Unemployment Compensation.	.	.	.	.	29
Q.	Notice of Intention to Return	.	.	.	.	30

ARTICLE V. GRIEVANCE PROCEDURE

A.	Definitions	.	.	.	.	31
B.	Provisions	.	.	.	.	31
C.	Informal Resolution Procedure	.	.	.	.	31
D.	Formal Grievance Procedure	.	.	.	.	32-33
E.	Non-discrimination	.	.	.	.	33

ARTICLE VI. DUES CHECKOFF/FAIR SHARE/COPE.

ARTICLE VII. SALARY AND RATES OF PAY

A.	Step Lane Schedules	.	.	.	.	37-40
B.	Education and Experience Requirements for Placement on Salary Schedule	.	.	.	.	41-42
C.	Professional Development Activities	.	.	.	.	42-43
D.	Conditions for Payment	.	.	.	.	44-49

ARTICLE VIII. INSURANCE AND FRINGE BENEFITS

A.	Professional Expense Benefits	.	.	.	.	50-51
B.	Aggregation of Professional Expenses	.	.	.	.	51
C.	Group Insurance.	.	.	.	.	51-54
D.	Secretarial Service	.	.	.	.	54
E.	Tax-Sheltered Annuity	.	.	.	.	54-55
F.	Board Payment to Retirement System (SURS)	.	.	.	.	55
G.	Tuition Waiver	.	.	.	.	55

ARTICLE IX. EARLY RETIREMENT .

ARTICLE X. PRECEDENCE OF AGREEMENT .

ARTICLE XI. EFFECTIVE DATE AND DURATION .

INTRODUCTORY PARAGRAPH

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

PREAMBLE

The Faculty Senate, having been designated bargaining representative of faculty members, and the Board and Senate having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for an appropriate salary schedule, fringe benefits, and orderly and expeditious grievance procedure and certain conditions of employment of faculty members, all as set forth herein, the parties therefore agree to the following:

ARTICLE I. RECOGNITION

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

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

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

ARTICLE II. UNION-BOARD RELATIONS

A. No Discrimination

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

B. Use of Facilities and Equipment

The Senate may utilize College meeting room facilities, including classrooms not then in use but not already set up for an anticipated use which cannot reasonably be disturbed, provided the Senate shall promptly reimburse the Board the facilities usage charge as prescribed in the Board Facilities Usage Manual and for any additional expense or any damage occasioned by such use. Such use shall in no respect interfere with any activity or function of the College. This section shall not be applicable to any meeting of more than twenty (20) persons if less than fifty percent (50%) of those in attendance are employees of the College.

C. Information to the Faculty Senate

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

D. Review of Forms

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

E. Bulletin Board and Mailboxes

The Senate shall be provided with reasonable bulletin board space for the posting of notices and materials relating to Senate activities. Such materials shall be identified with the name of the Senate and signed by an appropriate officer thereof. Such materials shall not be derogatory of any person associated with the College and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Senate or of AFT Local 1600). The Board shall permit the Senate to distribute official Senate materials to faculty members through

College mail service subject to reasonable Board regulations. This authorization shall terminate forthwith if any governmental agency or court of competent jurisdiction shall determine such mail services cannot be utilized without the affixation of postage or payment of fee.

F. **Reassigned Time for Senate**

1. Chapter Officers

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

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

2. Local Wide Officers – an employee elected as a local 1600 officer shall receive unpaid release time for the term of the office according to the following schedule:

- a. President – full unpaid release time for the duration of the term. The employee may remain on the College insurance program and the Union shall reimburse the College for the total insurance costs of such employee.
- b. Other Officers – The College will allow one-fifth (one day per week) unpaid release time for one other elected officer. The employee may continue on the College payroll and the Union shall reimburse the College for the one day per week salary costs of such employee.

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

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

H. **Meetings of House of Representatives**

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

I. **Meetings of the Faculty Senate**

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

J. **Board Meetings**

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

K. **Printing of Agreement**

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

L. **Office for Senate**

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

M. **Board Rights**

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

N. **Intellectual Property and Copyrights**

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

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

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

O. **Faculty Handbook**

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

ARTICLE III. CONDITIONS OF EMPLOYMENT

A. Academic Freedom & Faculty Rights

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

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

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

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

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

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

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

B. Faculty Personnel Records

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

C. **Faculty Facilities**

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

D. **Calendar**

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

E. **Definition and Determination of Seniority**

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

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

F. **Class and Assignment Schedules**

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

G. **Class and Assignment Selection**

Appropriate faculty and the appropriate supervisor or designee shall develop a program for the assignment of classes, and/or other professional duties subject to the approval of the Provost. Class schedules shall be consistent with the needs of the students, as determined by the College. Full-time faculty members shall have the right of first refusal in selecting voluntary overload classes in disciplines in which they have fully satisfied appropriate teaching credentials, except as the needs of the College shall otherwise clearly require. Faculty members may not select an

overload in a discipline until all other faculty members satisfying teaching credentials for that discipline have been assigned to a normal workload.

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

H. **Class Size**

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

I. **Workload**

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

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

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

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

2. If a faculty member teaches in excess of the normal workload, he/she shall be compensated as otherwise provided in this Agreement.
3. Open laboratory and individual learning contact hour assignments in developmental education, math lab, English as a Second Language and Adult Educational Development will be on a two (2) hours for one (1) hour of load equivalency.

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

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

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

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

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

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

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

- 1) lecture sections with enrollments from forty-five (45) to fifty-nine (59) and a minimum of two (2) co-requisite sections will be given one (1) hour toward workload; those with enrollments from sixty (60) to ninety (90) and a minimum of three (3) co-requisite sections will be given two (2) hours toward workload; and those with enrollments greater than ninety (90) and a minimum of four (4) co-requisite sections will be given three (3) hours toward workload.
- 2) lecture sections having no co-requisite sections and a minimum of two (2) contact hours with an enrollment from forty-five (45) to seventy-four (74) will be given one (1) hour toward workload; those with enrollment from seventy-five (75) to one hundred four (104) will be given two (2) hours toward workload; those with enrollment from one hundred five (105) to one hundred thirty-four (134) will be given three (3) hours toward workload and those with enrollment greater than one hundred thirty-five (135) will be given four (4) hours toward workload.

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

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

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

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

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

K. **Reassigned Time**

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

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

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

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

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

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

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

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

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

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

2. When reassigned time is appropriate for faculty who do not have teaching responsibilities as defined in Article III.I.6., the reassigned time will be equated as follows:

For Student Development and Library Functions	1 Clock Hour = 0.75 Contact Hour 1 Contact Hour= 1.33 Clock Hours
For Developmental Education and Laboratory Function	1 Clock Hour = 0.50 Contact Hours 1 Contact Hour= 2.00 Clock Hours

L. Mentors

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

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

M. Tenure

1. Types of Appointments
 - a) Probationary Appointments

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

b) Continuous Appointments

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

2. Notification of Tenure Appointment

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

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

3. Resignation

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

4. Dismissal of Tenured Faculty

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

b) Procedures:

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

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

(3) If requested by the Faculty Senate within ten (10) calendar days of the President's written statement, a Review Committee of five (5) persons shall be established as follows. If such request is not made by the Faculty Senate within such time limits, the procedures set forth in Paragraph 6 shall apply. Two (2) members of the Review Committee are to be appointed by the College President, two (2) members are to be appointed by the Faculty Senate President, and the fifth member to be named by mutual agreement of the College President and the Faculty Senate President. If after the College President and the Senate President have met and agreement cannot be reached, the four (4) shall constitute the Review Committee. The committee shall elect its own chairperson. Any faculty member who served on the Ad Hoc Committee (established pursuant to subsection [1] above) shall not be eligible to serve on the Review Committee.

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

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

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

(7) Publicity. Public statements about the case by either the faculty, administrator or Board members shall be avoided so far as possible until the proceedings have been completed. Announcement of the final

decision of the Board of Trustees shall include a statement of the ad hoc hearing committee's original action.

5. Dismissal of Non-tenured Faculty for Cause

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

N. Layoff Procedure (Reduction in Force)

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

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

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

The above process will follow the timetable below:

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

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

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

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

4. If the Board shall determine to employ additional full-time faculty any time during the twenty-four (24) month period from the beginning of the academic

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

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

ARTICLE IV. LEAVES

A. Educational Improvement and Work Experience Leaves

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

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

B. Family Hardship Leaves

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

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

C. Funeral Leave

In the event of the death of a member of a faculty member's immediate family, the faculty member shall be entitled to up to three consecutive instructional days leave of absence without loss of salary or deduction of accumulated sick leave. The term "faculty member's immediate family" shall be defined as the faculty member's parents, 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 Provost or designee, the faculty member may be granted leave without pay. The term "faculty member's family" is defined as the faculty member's grandparents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse's grandparents,

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

D. Jury Duty/Court-Related Leave

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

E. Parental Leave

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

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

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

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

F. **Military Leave**

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

G. **Personal Business Leave**

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

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

H. **Professional Meeting Leave**

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

I. **Religious Leave**

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

J. **Sabbatical Leave**

1. The Board shall grant a sabbatical leave to any eligible full-time tenured faculty member who shall have appropriately applied, provided that, in the judgment of the Sabbatical Leave Review Committee and the College President and concurrence of the Board of Trustees by its resolution, such leave will clearly add to the effectiveness of the faculty member in the performance of his/her responsibilities at the College and/or clearly accrue to the benefit of the College. The President shall share the Committee's recommendation memo with the Board of Trustees prior to forwarding his/her recommendation for Board of Trustees approval.
2. A tenured faculty member is eligible to seek a sabbatical leave after having completed six (6) years of full-time service as a faculty member of the College, provided a faculty member shall not be eligible for such leave in any academic year next following an academic year in which he/she was on leave of absence for sixty (60) days or more.
3. The faculty member shall make application for sabbatical leave in writing to the Provost or designee pursuant to a reasonable timetable which shall be established. Such application shall include all the data pertinent to such leave.
4. Sabbatical leave shall be for a period of one (1) academic semester or one (1) academic year.
5.
 - a) During the period of sabbatical leave, the faculty member shall receive one-half of his/her salary for an entire academic year, and all of his/her salary for a leave of one semester.
 - b) If during the period of the sabbatical leave, the faculty member earns taxable remuneration from some other organization, agency, institution, or person, the salary paid by the College shall be reduced accordingly; provided if the sabbatical leave is for one academic year, no reduction in salary shall be made unless the total of the regular salary and such

taxable remuneration exceeds the amount equal to the salary that would have been paid to the faculty member if he/she were not on sabbatical leave, and provided further, such taxable remuneration shall not include royalties, dividends, interest or like income not derived from work performed during the period of the sabbatical leave.

- c) As used herein "salary" means the amount set forth in Article VII-A and shall not include any additional amounts for summer school, extra-duty stipends, overloads, or the like. All insurance benefits shall continue and sick leave shall accrue during the term of the leave.
6. As a condition precedent to sabbatical leave, the faculty member shall agree to return to the College as a full-time faculty member for at least one (1) academic year immediately following the conclusion of such leave (or at least two (2) years if the sabbatical leave is for an entire academic year), and shall execute a promissory note assuring restitution of all salary paid during such leave if he/she does not return, such to be payable in bimonthly installments over a term not to exceed twice the length of the leave.

K. **Alternative Work Load Leave**

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

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

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

L. **Sick Leave**

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

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

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

M. **Family Medical Leave Act**

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

N. **Nonprecedential Effect of Leaves**

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

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

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

P. **Unemployment Compensation**

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

Q. **Notice of Intention to Return**

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

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

ARTICLE V. GRIEVANCE PROCEDURE

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

A. Definitions

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

B. Provisions

1. A faculty member may be represented at any meeting, hearing or appeal relating to a grievance. A representative of the Senate shall have the right to attend such meeting, hearing or appeal.
2. The President of the Senate or designee of the Senate shall be advised of any meeting, hearing or appeal relating to a grievance which has been formally presented.
3. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal within the grievance procedure or otherwise. If the designated representative of the Board of Trustees shall neglect to proceed or render a decision within the time limits, the grievance may be advanced to the next step of the grievance procedure. Time limits may, however, be extended by mutual written agreement.

C. Informal Resolution Procedure

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

D. Formal Grievance Procedure

(Article V)

1. Step I

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

2. Step II

- a) If the grievance is not resolved at the preceding step, the Senate or designee may refer it to the President or designee by filing the same in writing within ten (10) days of receipt of the answer from the appropriate supervisor. The President or designee will arrange for a meeting to be held within ten (10) days of such referral to review the grievance. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. A written answer including reasons shall be provided to the grievant (with a copy to the Senate if the Senate is not a party to the grievance) within ten (10) days of the meeting provided for in this paragraph.
- b) If the grievance arises from a decision at the President's level, the grievance may be initiated at Step II (a), provided such is filed within the time limits prescribed in Step I (a).

3. Step III

- a) If the grievance is not resolved at the President's level, the Senate may submit it to arbitration, providing written notice indicating such is filed with the President or designee within fifteen (15) days of the answer at the President's level, or if no answer is filed within fifteen (15) days of the last day on which such answer was due. The Senate shall promptly request of the American Arbitration Association that it provide panel(s) of qualified arbitrators from which the parties may make a selection pursuant to the

practices of that Association which shall also serve as the administrator of the proceedings.

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

E. **Non-discrimination**

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

ARTICLE VI. DUES CHECKOFF

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

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

F. **COPE Check-Off**

The Board shall deduct Committee On Political Education (COPE) monies from the salary of each faculty member who shall authorize the same in writing, in the amount indicated on the authorization to deduct said monies. The amounts deducted shall be forwarded to the Treasurer of the Cook County College Teachers Union - COPE at the same time as the dues deducted from the same check and made payable to Cook County College Teachers Union - COPE. The Board shall also forward a listing showing the persons for whom deductions were made and the amounts of said deductions for the period covered. Such deductions may be revoked by the person by notifying the Payroll Department of the College in writing

to terminate the deductions. This provision became effective with the first paycheck in September of 1989.

ARTICLE VII. SALARY AND RATES OF PAY

A. Step Lane Schedule

STEP LANE SCHEDULE 2006-2007

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

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

(2) 12% between salary lanes.

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

STEP LANE SCHEDULE 2007-08

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

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

(2) 12% between salary lanes.

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

STEP LANE SCHEDULE 2008-2009

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

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

(2) 12% between salary lanes.

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

STEP LANE SCHEDULE 2009/10

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

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

(2) 12% between salary lanes.

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

B. Education and Experience Requirements for Placement on Salary Schedule

1. Instructor

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

2. Assistant Professor

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

3. Associate Professor

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

4. Professor

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

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

C. Professional Development Activities

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

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

2. Continuing Education courses: The faculty member will follow the same approval procedure as in the case of undergraduate courses and will provide transcript or appropriate certification of completion within ninety (90) calendar days after completion of the coursework. Approved continuing education courses will be equated at one-third (1/3) of the CEU earned.
3. Non-credit courses meeting on at least five (5) separate days: The faculty member will follow the same approval procedure as in the case of undergraduate courses and will provide transcript or appropriate certification of completion within ninety (90) calendar days after completion of the coursework. Approved non-credit coursework will equate to one (1) credit hour for each thirty (30) clock hours of instruction.
4. Non-credit courses meeting fewer than five (5) separate days and other professional development activities: Activities other than coursework (as covered in a),b) and c) above) must be proposed to the Professional Development Assessment Committee for assessment and review for determination of equivalent graduate hour value. The request must be approved by the committee prior to approval by the immediate supervisor and Provost. The decision of the Provost shall be final. A completion report must be submitted to the faculty committee within ninety (90) calendar days following completion of the activity. A completion report for activities completed after the end of the Spring Semester but before the beginning of the Fall Semester must be submitted to the faculty committee within thirty (30) calendar days of the beginning of the Fall Semester. The faculty committee shall be chosen pursuant to the procedures set forth in Article III,M,4,b(1) of this Agreement.
5. Request for approval of Institutional Service Professional Development Credit for Committee Chairs and/or offices held in Professional/ Charitable organizations at a Local, Regional, State, National, or International level must be submitted in writing to the Professional Development Committee for their evaluation. A completion report for activities completed after the end of the Spring Semester but before the beginning of the Fall Semester must be submitted to the faculty committee within thirty (30) calendar days of the beginning of the Fall Semester. Institutional Service Professional Development Credit, if approved, shall be awarded at the rate of one-half (½) Professional Development Unit Credit per semester per Committee Chair and/or office held.
6. The approval or non-approval of any such proposal shall be nonprecedential with respect to any other application for such activity.

D. Conditions for Payment

1. Initial Placement

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

2. Movement on the Salary Schedule

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

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

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

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

3. Rank

Academic rank will be maintained as previously defined herein.

4. Substituting

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

5. Overtime and Extra Sessions

- a) Overtime (overloads) is defined as contact hours in excess of the normal workload (as defined in Article III-I.).
- b) When a faculty member teaches in excess of the normal workload, he/she will be compensated for each contact hour in accordance with the schedule contained herein.
- c) Overload pay begins after normal workload requirements as specified by Article III-I are fulfilled by the faculty member.
- d) Overloads, when requested by the faculty and approved by the Dean or appropriate supervisor, will be limited to a maximum of fifteen (15) contact hours per year or for faculty members who do not have teaching responsibilities, two hundred seventy two (272) clock hours per year, and will be compensated for in accordance with the schedule contained herein.

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

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

- f) Overload Pay Schedule

2006/07:

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

2007/08:

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

2008/09:

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

2009/10:

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

The above amount will be paid for each contact hour of overload that is consistent with the number of credit hours assigned to a course. In courses where the contact hours exceed the number of credit hours, the above amount will be paid for the first contact hour exceeding the number of credit hours and one-half ($\frac{1}{2}$) 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.

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

(Article VII)

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

7. Independent Study

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

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

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

8. Pay Periods

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

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

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

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

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

9. Summer School Pay

Summer school teaching compensation shall be determined as follows:

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

* = contracted salary of previous academic year

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

n = the number of weeks the course is taught

x = the number of contact hours taught per week

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

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

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

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

ARTICLE VIII. INSURANCE AND FRINGE BENEFITS

A. Professional Expense Benefits

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

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

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

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

- 1) Membership fees and incidental expenses related to professional teaching organizations as approved by the Provost.
- 2) Subscriptions to professional journals, books and periodicals directly related to the faculty member's teaching area.
- 3) Teaching supplies and materials directly related to the faculty member's discipline and educationally related equipment purchased by the faculty member, but not including items normally furnished by the College. Taxable purchases, personal computers or related equipment are not eligible for reimbursement after June 30, 2008. Purchase of computers and related equipment can only occur once prior to June 30, 2008.
- 4) Typing of the faculty member's master's or doctoral thesis.
- 5) Licensing fees and certification fees for associations and agencies related to teaching area.

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

B. Aggregation of Professional Expenses

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

C. Group Insurance

1. The Board shall pay the total premium not to exceed thirty-nine cents (39¢) per one thousand dollars (\$1,000) for group term life insurance equal to twice the faculty member's annual salary to the nearest thousand dollars, but not to exceed one hundred seventy thousand dollars (\$170,000). In addition the Board will pay the entire premium for Accidental Death and Dismemberment Insurance equal to twice their annual salary to the nearest thousand dollars, but not to exceed one hundred seventy thousand dollars (\$170,000).
2. The Board shall also pay the total premium necessary to provide a monthly disability benefit of sixty percent (60%) of salary not to exceed four thousand five

hundred dollars (\$4,500) per month for short-term and long-term disability insurance.

3. The Board shall also pay the full premium for the faculty member for the dental coverage as provided during the 2006 plan year.
4. The Board shall contribute the amount of \$3,315 toward the 2006 plan year premium for either the PPO or HMO individual medical insurance coverage selected by a faculty member.

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

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

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

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

5. Also, as a means of resolving the health insurance grievance arbitration and implementing the medical insurance plan design changes of the 2002 negotiations, a covered and employed faculty member or retiree on the medical insurance plan shall be provided an annual premium insurance support of \$675 toward their respective health insurance premium for each of the four (4) medical insurance plan years, starting with the first pay period in January 2003, and ending with the last pay period in December 2006. The premium increase support shall be withdrawn from the fund balance in the insurance grievance and dental/short term disability insurance fund and applied to the insurance deduction. Any fund balance remaining at the end of 2006 shall be paid out during the 2007 pay periods in a manner to be published during the open enrollment period.

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

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

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

6. The nature of the benefits shall be governed by the terms of the applicable group policy and the rules and regulations of the carrier. If faculty members elect any dependent coverage, all premiums due thereafter not covered by the Board shall be deducted from the appropriate paycheck of the faculty member.

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

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

7. During the term of this Agreement, the parties shall evaluate the existing health/major medical/dental insurance programs. Such evaluation shall be conducted by a committee composed of an equal number of faculty members to be appointed by the President of the Senate and other persons to be appointed by the President of the College not to exceed six (6) in total number. Other recognized or established employee groups at the College may each appoint an

individual non voting member of the committee as a representative of such other employee group. The committee shall have the authority to recommend alteration of any applicable provision of this section (C), including changing insurance providers, and as such to be effective from and after such date established by the committee through the expiration date of this Agreement, provided at least four (4) voting members of the committee affirmatively approve such change with a "yes" vote and provided that the Senate and the Board of Trustees approve any alteration of the program.

8. A summary of the medical care highlights and premiums can be referenced through the Harper Internal Publications (HIP) site under Human Resources (HR). Select Employee Benefits and then select the appropriate benefit. The HMO and PPO health insurance sections include a link to the summary of benefits and also a link to the Blue Cross Blue Shield web site. Hard copies of the benefit summaries are also available for review in the Human Resources department.
9. As used in this section (C), the term 'fiscal or plan year' shall mean the twelve (12) calendar months commencing January 1.
10. The Board shall make available to faculty members an IRS Section 125 salary reduction program for insurance premiums, and eligible non-reimbursed medical and dependent care expenses. The maximum reimbursement for non-reimbursed medical expenses shall be two thousand five hundred dollars (\$2,500) and the maximum reimbursement for non-reimbursed dependent care shall be five thousand dollars (\$5,000).
11. The Cardiac Rehabilitation Phase III program at Harper shall be available to active and retired faculty members. The faculty or retired faculty member shall pay for the Phase III program and then be reimbursed by the Board.

D. **Secretarial Service**

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

E. **Tax-Sheltered Annuity**

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

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

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

G. **Tuition Waiver**

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

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

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

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

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

ARTICLE IX. EARLY RETIREMENT

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

PLAN I.

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

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

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

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

(Article IX)

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

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

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

PLAN II.

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

PLAN III.

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

POST RETIREMENT EMPLOYMENT PROGRAM

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

ARTICLE X. PRECEDENCE OF AGREEMENT

- A. If there is any conflict between the written terms of this Agreement and the terms of an individual contract of employment, the written terms of this Agreement shall be controlling.
- B. If there is any conflict between the written terms of this Agreement and written Board policies or written Board rules and regulations which may from time to time be in effect, the written terms of this Agreement shall be controlling.
- C. If any provision or amendment of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable, except to the extent permitted by law. In such cases all other provisions of this Agreement shall remain in effect.
- D. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitments between the parties thereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written amendment executed according to the provision of this Agreement.

ARTICLE XI. EFFECTIVE DATE AND DURATION

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

This Agreement shall continue in full force and effect through midnight on the day prior to faculty reporting for the 2010/2011 academic year.

BOARD OF TRUSTEES

Laurie Stone
Chair

Richard Gillette
Secretary

FACULTY SENATE

Michael Harkins
President

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

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

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

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

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

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

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

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

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

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

SIDE LETTER TO THE 2006/10 FACULTY AGREEMENT

GRANTS TO SUPPORT PROFESSIONAL DEVELOPMENT IN APPLICATION OF TECHNOLOGY

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

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

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

1. No Reprisals:

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

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

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

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

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

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

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

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

SIDE LETTER TO THE 2006/10 FACULTY AGREEMENT DISTANCE LEARNING

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

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

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

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

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

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

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

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

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

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

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

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

Index to the 2006-2010 Faculty Senate Contract

2002 strike
63

Academic calendar
9 (*Article III, Section D*)

Academic Freedom
7 (*Article III, Section A*)

Academic rank
45 (*Article VII, Section D, ¶3*)

Accidental death and dismemberment insurance
51 (*Article VIII, Section C, ¶1*)
Early retirement and
56-57 (*Article IX, Section Plan I, ¶F*)

Adjusted unduplicated student headcount defined
15 (*Article III, Section K, ¶1a*)

Adoption, Parental leave and
25 (*Article IV, Section E, ¶5*)

Adult Education department chairs, Reassigned time for
11 (*Article III, Section I, ¶6*)

Aggregation of Professional Expenses
51 (*Article VIII, Section B*)

Agreement
Alteration of
58 (*Article X, Section D*)
Cost of printing
5 (*Article II, Section K*)

All-employee meetings, Faculty attendance at
12 (*Article III, Section I, ¶12*)

Alteration of agreement
58 (*Article X, Section D*)

Alternate Work Load Leave
28 (*Article IV, Section K*)

American Federation of Teachers conferences,
Leaves of absence for
4 (*Article II, Section G*)

Annual renewal of post retirement program
65 (*¶2*)

Application deadlines for extra assignment program
60

Arbitration procedures, Grievance Process
32-33 (*Article V, Section D, ¶3*)

Assignment selection
9-10 (*Article III, Section G*)

Assistant Baseball Coach
47 (*Article VII, Section D, ¶6b*)

Assistant Football Coach
47 (*Article VII, Section D, ¶6b*)

Assistant Men's Basketball Coach
47 (*Article VII, Section D, ¶6b*)

Assistant professor
Conditions for promotion to
44 (*Article VII, Section D, ¶2a3*)
Salary schedule placement for
41 (*Article VII, Section B, ¶2*)

Assistant Softball Coach
47 (*Article VII, Section D, ¶6b*)
Assistant Swimming Coach
48 (*Article VII, Section D, ¶6b*)

Assistant Track Coach
47 (*Article VII, Section D, ¶6b*)

Assistant Women's Basketball Coach'
47 (*Article VII, Section D, ¶6b*)

Assistant Wrestling Coach
48 (*Article VII, Section D, ¶6b*)

Associate professor
Conditions for promotion to
44 (*Article VII, Section D, ¶2a4*)
Salary Schedule placement for
41 (*Article VII, Section B, ¶3*)

Back to work agreement
63
Side letter on
63

Baseball Coach, Assistant
See Assistant Baseball Coach

Baseball Coach, Head
See Head Baseball Coach

Basketball Coach, Assistant Men's
See Assistant Men's Basketball Coach

Basketball Coach, Assistant Women's
See Assistant Women's Basketball Coach

Basketball Coach, Head Men's
See Head Men's Basketball Coach

Basketball Coach, Head Women's
See Head Women's Basketball Coach

Board Meetings and materials
5 (Article II, Section J)

Board Payment to Retirement System (SURs)
55 (Article VIII, Section F)

Board policies, Conflicts between agreement and
58 (Article X, Section B)

Board rights
5 (Article II, Section M)

Bulletin Board and Mailboxes
3-4 (Article II, Section E)

Calendar
See Academic calendar

Cancellation of extra assignment program requests
61

Cardiac Rehabilitation Phase III program
54 (Article VIII, Section C, ¶11)

Cardiovascular Risk Assessment Test,
Reimbursement for
51 (Article VIII, Section A, ¶1b7)

Career/occupational force faculty
Education and experience requirements for
placement on salary schedule
Instructor
41 (Article VII, Section B, ¶1b)
Assistant Professor
41 (Article VII, Section B, ¶2b)
Career/occupational force faculty (cont.)
Education and experience requirements for
placement on salary schedule (cont.)
Associate Professor
41 (Article VII, Section B, ¶3b)
Professor
42 (Article VII, Section B, ¶4b)

Career Program Coordinators and Departmental
Chairpersons
14 (Article III, Section J)

Career Program Coordinators, Appointment of
14 (Article III, Section J)

Central Management Services, College Insurance
Plan and
57 (Article IX, Section Plan I, ¶F)

Certification fees, Reimbursement for
51 (Article VIII, Section A, ¶1b5)

Chairs and coordinators
Reassigned time for

13 (Article III, Section I, ¶13g)
Role in selection of part-time faculty
14 (Article III, Section J)

Cholesterol Profile, Reimbursement for
51 (Article VIII, Section A, ¶1b7)

CIP
See College Insurance Plan

Class and Assignment Schedules
9 (Article III, Section F)

Class and Assignment Selection
9-10 (Article III, Section G)

Class Size
10 (Article III, Section H)
Distance learning provisions pertaining to
12 (Article III, Section I, ¶13b)

Coaching compensation and contact hour equivalents
47-48 (Article VII, Section D, ¶6b)

College facilities, Senate use of
3 (Article II, Section B)

College Insurance Plan
57 (Article IX, Section Plan I, ¶F)

Commencement, Faculty attendance at
12 (Article III, Section I, ¶12)

Committee on Political Education
See COPE check-off

Committees, Eligibility of retirees for
66 (¶3g)

Compensation for Non-Teaching Responsibilities
46-47 (Article VII, Section D, ¶5g)

Completion reports, Professional development
43 (Article VII, Section C, ¶5)

Computers, Reimbursement for
50 (Article VIII, Section A, ¶1b3)

Conditions for Payment
44-49 (Article VII, Section D)

Conditions of Employment
7-24 (Article III)
Conflicts

Between agreement and Board policies
58 (Article X, Section B)
Between agreement and individual
employment contracts
58 (Article X, Section A)
Between agreement and laws
58 (Article X, Section C)

Contact hour	Domestic partner benefits recommendations
Definition of	68
10 (Article III, Section I, ¶1)	Extra assignment program
Equivalencies for experimental courses	60
12 (Article III, Section I, ¶10)	
Equivalents, Coaching compensation and	
47-48 (Article VII, Section D, ¶6b)	
Continuing Education courses	Deadlines (cont.)
10 (Article III, Section I, ¶1)	Orthodontic, hearing, and eye care
Professional development approval and	recommendations
43 (Article VII, Section C, ¶2)	69
Continuous appointments	Deans and removal of chairs and coordinators
17 (Article III, Section M, ¶ 1b)	14 (Article III, Section J)
Coordinators	Definition and Determination of Seniority
Dean's ability to remove	9 (Article III, Section E)
14 (Article III, Section J)	
Dean's role in appointment	Dental Hygiene faculty workload
14 (Article III, Section J)	11 (Article III, Section I, ¶15)
COPA	Dental insurance
42 (Article VII, Section B, ¶6)	52 (Article VIII, Section C, ¶3)
COPE check-off	Early retirement and
35-36 (Article VI, Section F)	57 (Article IX, Section Plan I, ¶F)
Copyright issues, Distance learning provisions	Department Chairs
pertaining to	Appointment of
13 (Article III, Section I, ¶13d)	14 (Article III, Section J)
Copyrights	Compensation for during non-contractual
See Intellectual property and copyrights	periods
	46-47 (Article VII, Section D, ¶5g)
	Dean's ability to remove
	14 (Article III, Section J)
	Dean's role in appointment
	14 (Article III, Section J)
Council on Post Secondary Accreditation	Dependent coverage, Board contribution for
See COPA	52 (Article VIII, Section C, ¶ 4)
Counselors and overloads	Developmental Faculty and overloads
46 (Article VII, Section D, ¶5e)	46 (Article VII, Section D, ¶5e)
Course development, Distance learning and	DHY 100
67	11 (Article III, Section I, ¶15)
Course, Acceptance of from accredited agencies	DHY 101
42 (Article VII, Section B, ¶6)	11 (Article III, Section I, ¶15)
Court-related leave	DHY 250
24 (Article IV, Section D)	11 (Article III, Section I, ¶15)
Credentials, Teaching	DHY 251
See Teaching Credentials	11 (Article III, Section I, ¶15)
Cross Country Coach, Head Men's & Women's	Direct deposit, Faculty not using
See Head Men's & Women's Cross Country Coach	48 (Article VII, Section D, ¶8)
Curriculum development and Post Retirement	Disability insurance
Employment Program	52 (Article VIII, Section C, ¶ 2)
66 (¶3e)	
Deadlines	Dismissal

Ad hoc hearing committee 18 (Article III, Section M, ¶4b1) Consideration by Board of Trustees of 19 (Article III, Section M, ¶4b6) Non-tenured faculty for cause 20 (Article III, Section M, ¶5) Procedures 18-20 (Article III, Section M, ¶4b) Publicity 19-20 (Article III, Section M, ¶4b7) Review Committee 18-19 (Article III, Section M, ¶4b3-5) Tenured faculty 17-20 (Article III, Section M, ¶4)	Termination of participation period of 56 (Article IX, Section Plan I, ¶E)
Distance learning 12-13 (Article III, Section I, ¶13) Course development for 12-13 (Article III, Section I, ¶13f); 67 Dean approval of courses in 67	Education and Experience Requirements for Placement on Salary Schedule 41-42 (Article VII, Section B)
Distance learning (cont.) Side letter on 67 Stipends for 67	Educational Improvement and Work Experience Leaves 23 (Article IV, Section A)
Domestic partner benefits Deadlines for recommendations 68 Insurance committee and 68 Side letter on 68	Effective date and duration of agreement 59 (Article XI)
Dues checkoff 34-36 (Article VI) Hold harmless provisions 34 (Article VI, Section D) Notification to CCCTU of 34 (Article VI, Section C) Revocation of 34 (Article VI, Section B)	Electronically delivered courses, Distance learning provisions for 12-13 (Article III, Section I, ¶13)
Dues Checkoff/Fair Share/COPE 34-36 (Article VI)	Eligibility for extra assignment program 60
Early Retirement 56-57 (Article IX) Application process for 56 (Article IX, Section Plan I, ¶B) Compensation during participation in 56 (Article IX, Section Plan I, ¶D) Eligibility requirements for 56 (Article IX, Section Plan I, ¶A) Insurance provided during 56-57 (Article IX, Section Plan I, ¶F) Service requirement for 56 (Article IX, Section Plan I, ¶C)	E-mail courses, Distance learning provisions for 12-13 (Article III, Section I, ¶13)
Early Retirement (cont.)	English contact hours workload 098 11 (Article III, Section I, ¶4) 100 11 (Article III, Section I, ¶4) 101 11 (Article III, Section I, ¶4) 102 11 (Article III, Section I, ¶4) 103 11 (Article III, Section I, ¶4) 130 11 (Article III, Section I, ¶4) 201 11 (Article III, Section I, ¶4) English contact hours workload (cont.) 220 11 (Article III, Section I, ¶4)
	English as a Second Language Chair, Reassigned time for 11 (Article III, Section I, ¶6) Workload equivalency 10 (Article III, Section I, ¶3)
	Enrollment, Distance learning provisions pertaining to 13 (Article III, Section I, ¶13c)
	Evaluation of retirees 66 (¶3h)
	Experimental courses, Contact hour equivalencies for 12 (Article III, Section I, ¶10)
	Extra assignment program 60-61 Application deadlines 60

- Eligibility
60
- Individual contracts
60
- Requests for cancellation
61
- Salary increase
60
- Side letter
60-61
- Extra sessions
45-46 (Article VII, Section D, ¶5)
- Extracurricular assignments
11 (Article III, Section I, ¶9)
- Eye care
69
- Faculty Facilities
9 (Article III, Section C)
- Faculty handbook
6 (Article II, Section O)
- Faculty Personnel Records
8 (Article III, Section B)
- Faculty Senate meetings
5 (Article II, Section I)
- Faculty, Definition of
2 (Article I, Section B)
- Fair share
34-35 (Article VI, Section E)
 - Commencement
35 (Article VI, Section E, ¶2)
 - Faculty objections to
35 (Article VI, Section E, ¶4)
 - Religious objections to
35 (Article VI, Section E, ¶5)
- Family hardship leaves
23 (Article IV, Section B)
- Family Medical Leave Act
29 (Article IV, Section M)
- Financial statistics, Provision to Senate by College of
3 (Article II, Section C)
- Fiscal year defined (group insurance)
54 (Article VIII, Section C, ¶9)
- Football Coach, Assistant
See Assistant Football Coach
- Football Coach, Head
See Head Football Coach
- Freedom from censorship
7 (Article III, Section A, ¶3)
- Freedom in publication
7 (Article III, Section A, ¶1)
- Freedom in research
7 (Article III, Section A, ¶1)
- Freedom in the classroom
7 (Article III, Section A, ¶2)
- Funeral leave
23-24 (Article IV, Section C)
- Golf Coach, Head
See Head Golf Coach
- Graduate hours, Acceptance of from accredited agencies
42 (Article VII, Section B, ¶6)
- Graduation, Faculty attendance at
12 (Article III, Section I, ¶12)
- Grants to support professional development in application of technology
62
- Grievance Procedures
31-33
 - Arbitration procedures
32-33 (Article V, Section D, ¶3)
 - Definitions
31 (Article V, Section A)
 - Failure of grievant to act upon
31 (Article V, Section B, ¶3)
 - Formal procedures
32-33 (Article V, Section D)
 - Informal resolution procedure for
31 (Article V, Section C)
 - Non-discrimination provisions
33 (Article V, Section E)
 - Notification of Faculty Senate of
31 (Article V, Section B, ¶2)
- Grievance Procedures (cont.)
 - Provisions
31 (Article V, Section B)
 - Right to representation at
31 (Article V, Section B, ¶1)
 - Step I procedures
32 (Article V, Section D, ¶1)
 - Step II procedures
32 (Article V, Section D, ¶2)
 - Step III procedures
32-33 (Article V, Section D, ¶3)
- Group Insurance
51-54 (Article VIII, Section C)
- Handbook, Faculty
See Faculty handbook

Head Baseball Coach
47 (Article VII, Section D, ¶6b)

Head Football Coach
47 (Article VII, Section D, ¶6b)

Head Golf Coach
47 (Article VII, Section D, ¶6b)

Head Men's & Women's Cross Country Coach
47 (Article VII, Section D, ¶6b)

Head Men's Soccer Coach
47 (Article VII, Section D, ¶6b)

Head Men's & Women's Swimming Coach
47 (Article VII, Section D, ¶6b)

Head Men's & Women's Track Coach
47 (Article VII, Section D, ¶6b)

Head Men's Basketball Coach
47 (Article VII, Section D, ¶6b)

Head Men's Tennis Coach
47 (Article VII, Section D, ¶6b)

Head Softball Coach
47 (Article VII, Section D, ¶6b)

Head Women's Soccer Coach
47 (Article VII, Section D, ¶6b)

Head Women's Basketball Coach
47 (Article VII, Section D, ¶6b)

Head Women's Tennis Coach
47 (Article VII, Section D, ¶6b)

Head Women's Volleyball Coach
48 (Article VII, Section D, ¶6b)

Head Wrestling Coach
48 (Article VII, Section D, ¶6b)

Health insurance
 Board contribution for
52 (Article VIII, Section C, ¶4)
 Changes to plan
53 (Article VIII, Section C, ¶6)
 Early retirement and
57 (Article IX, Section Plan I, ¶F)
 Future increases in Board contribution for
52 (Article VIII, Section C, ¶4)
 Grievance arbitration resolution
52-53 (Article VIII, Section C, ¶5)
 Increases, Design plan changes and
53 (Article VIII, Section C, ¶5)
 Nature of benefits
53 (Article VIII, Section C, ¶6)

Hearing care

69

HMO/PPO coverage, Board contribution for
52 (Article VIII, Section C, ¶4)

Horizontal movement
 Salary schedule
44-45 (Article VII, Section D, ¶2a)
 Steps for
44-45 (Article VII, Section D, ¶2a6)

House of Representatives meetings
5 (Article II, Section H)

IDS students
See Independent study students, Reimbursement of faculty for

Illinois Federation of Teachers conferences, Leaves of absence for
4 (Article II, Section G)

Independent study students, Reimbursement of faculty for
48 (Article VII, Section D, ¶7)

Individual employment contracts
 Extra assignment program and
60
 Conflicts between agreement and
58 (Article X, Section A)

Individual learning workload equivalency
10 (Article III, Section I, ¶3)

Informal resolution procedure
31 (Article V, Section C)

Information to the Faculty Senate
3 (Article II, Section C)

Initial placement
44 (Article VII, Section D, ¶1)

Instructional materials, Provision of
9 (Article III, Section C)

Instructor, Salary schedule placement for
41 (Article VII, Section B, ¶1)

Insurance
 Accidental death and dismemberment
51 (Article VIII, Section C, ¶1)
 Board contribution for health
52 (Article VIII, Section C, ¶4)
 Dental
52 (Article VIII, Section C, ¶3)
 Disability
52 (Article VIII, Section C, ¶2)
 Group
51-54 (Article VIII, Section C)

Insurance and Fringe Benefits
50-55 (Article VIII)

Insurance benefits, Parental leave
25 (Article IV, Section E, ¶4)

Insurance Committee
Appointment of
53-54 (Article VIII, Section C, ¶7)
Domestic partner benefits
68
Eye care
69

Insurance Committee (cont.)
Hearing care
69
Orthodontic care
69
Role in design changes
53 (Article VIII, Section C, ¶5)

Insurance deductions and pay periods
48 (Article VII, Section D, ¶8)

Insurance programs, Evaluation of
53-54 (Article VIII, Section C, ¶7)

Intellectual property and copyrights
6 (Article II, Section N)

Intellectual Property Committee
64

Intellectual Property Manual
64
Deadline for submission
64
Side letter on
64

Interactive video courses, Distance learning provisions for
12-13 (Article III, Section I, ¶13)

Intercollegiate coaching compensation schedule
47-48 (Article VII, Section D, ¶6)

Intercollegiate sports and Board role
47-48 (Article VII, Section D, ¶6)

Internet courses, Distance learning provisions for
12-13 (Article III, Section I, ¶13)

Internships, Faculty supervision of
11 (Article III, Section I, ¶8)
Introductory Paragraph
1

IRS Section 125 salary reduction program
54 (Article VIII, Section C, ¶10)

Jury duty leave
24 (Article IV, Section D)

Large lectures, Workload and
13 (Article III, Section I, ¶14)

Laws, Conflicts between agreement and
58 (Article X, Section C)

Layoff Procedure (Reduction in Force)
20-22 (Article III, Section N)

Leaves of absence
23-30 (Article IV)

American Federation of Teachers conferences
4 (Article II, Section G)
Illinois Federation of Teachers conferences
4-5 (Article II, Section G)
Nonprecedential effect of
29 (Article IV, Section N)
Notice of intention to return
30 (Article IV, Section Q)
Reemployment at conclusion of
29 (Article IV, Section O)
Types
Alternate work load
28 (Article IV, Section K)
Educational Improvement and Work Experience
23 (Article IV, Section A)

Leaves of absence (cont.)
Types (cont.)

Family hardship
23 (Article IV, Section B)
Funeral
23-24 (Article IV, Section C)
Jury duty/court-related
24 (Article IV, Section D)
Military
26 (Article IV, Section F)
Parental
24-26 (Article IV, Section E)
Personal business
26 (Article IV, Section G)
Professional meeting
26 (Article IV, Section H)
Religious
26-27 (Article IV, Section I)
Sabbatical
27-28 (Article IV, Section J)
Sick
28-29 (Article IV, Section L)
Unemployment compensation
29 (Article IV, Section P)
Union Officers
4 (Article II, Section G)

Librarians and overloads
46 (Article VII, Section D, ¶5e)

Library faculty

Reassigned time

16 (Article III, Section K, ¶2)

Workload

11 (Article III, Section I, ¶6)

Library services chair, Reassigned time for
11 (Article III, Section I, ¶6)

Licensing fees, Reimbursement for
51 (Article VIII, Section A, ¶1b5)

Life insurance

Early retirement and

56-57 (Article IX, Section Plan I, ¶F)

Group term

51 (Article VIII, Section C, ¶1)

Mailboxes

See Bulletin Board and Mailboxes

Math lab workload equivalency
10 (Article III, Section I, ¶3)

Medical insurance, Early retirement and
57 (Article IX, Section Plan I, ¶F)

Meetings

Faculty Senate

5 (Article II, Section I)

House of Representatives

5 (Article II, Section H)

Membership fees, Reimbursement for
50 (Article VIII, Section A, ¶1b1)

Men's Cross Country Head Coach

See Head Men's & Women's Cross Country Coach

Men's Soccer Head Coach

See Head Men's Soccer Coach

Men's Assistant Basketball Coach

See Assistant Men's Basketball Coach

Men's Head Basketball Coach

See Head Men's Basketball Coach

Men's Head Swimming Coach

See Head Men's & Women's Swimming Coach

Men's Head Track Coach

See Head Men's & Women's Track Coach

Men's Tennis Head Coach

See Head Men's Tennis Coach

Mentoring and Post Retirement Employment Program
66 (¶3e)

Mentors

16 (Article III, Section L)

Military leave

26 (Article IV, Section F)

Movement, Salary schedule

44-45 (Article VII, Section D, ¶2)

No discrimination

3 (Article II, Section A)

No reprisals, Back to work agreement and
63

Non-contractual periods, Compensation for Program
Coordinators and Department Chairs during
46-47 (Article VII, Section D, ¶5g)

Non-credit courses

Lasting 5 days or less, Professional
development using

43 (Article VII, Section C, ¶4)

Lasting 5 days or more, Professional
development using

43 (Article VII, Section C, ¶3)

Non-discrimination

33 (Article V, Section E)

Nonprecedential Effect of Leaves

29 (Article IV, Section N)

Non-teaching faculty workload

11 (Article III, Section I, ¶6)

Non-teaching responsibilities, Compensation for
46-47 (Article VII, Section D, ¶5g)

Non-tenured faculty

Dismissal of for cause

20 (Article III, Section M, ¶5)

Parental leave granted to

25 (Article IV, Section E, ¶6)

Notice of intention to return from leaves of absences
30 (Article IV, Section Q)

NUR 104, Teaching during summer term
49 (Article VII, Section D, ¶9)

Office for Senate

5 (Article II, Section L)

Office hours

12 (Article III, Section I, ¶11)

Office space for faculty

9 (Article III, Section C)

Open laboratory workload equivalency
10 (Article III, Section I, ¶3)

Orthodontic, hearing, and eye care
Deadlines for recommendations on
69
Side letter on
69

Other professional development activities
43 (Article VII, Section C, ¶4)

Overload pay
Conditions for beginning
45 (Article VII, Section D, ¶5c)
Schedule
46 (Article VII, Section D, ¶5f)

Overloads
Counselors
46 (Article VII, Section D, ¶5e)
Defined
45 (Article VII, Section D, ¶5a)
Developmental Faculty
46 (Article VII, Section D, ¶5e)
Librarians
46 (Article VII, Section D, ¶5e)
Limits
45 (Article VII, Section D, ¶5d)

Overtime
45-46 (Article VII, Section D, ¶5)
Defined
45 (Article VII, Section D, ¶5a)

Parental Leave
24-26 (Article IV, Section E)
Application for
24 (Article IV, Section E, ¶1)
Extension of
25 (Article IV, Section E, ¶7)
No requirement for
26 (Article IV, Section E, ¶8)
Planning for
24 (Article IV, Section E, ¶2)

Part-time faculty
Chairs' role in selection of
14 (Article III, Section J)
Coordinators' role in selection of
14 (Article III, Section J)
Dean's role in selection of
14 (Article III, Section J)

Past practice consideration
33 (Article V, Section D, ¶3b)

Pay periods
48 (Article VII, Section D, ¶8)

Insurance deductions in
48 (Article VII, Section D, ¶8)

Pay schedule, Overload
46 (Article VII, Section D, ¶5f)

Payment, Conditions for
44-49 (Article VII, Section D)

Personal business leave
26 (Article IV, Section G)

Personnel records
Availability to faculty
8 (Article III, Section B, ¶4)
Location
8 (Article III, Section B, ¶1)
Removal of materials from
8 (Article III, Section B, ¶4)
Requirement of faculty approval for release
to third parties
8 (Article III, Section B, ¶5)
Right of faculty to examine his/her
8 (Article III, Section B, ¶4)

Plan II, Elimination by state of
57 (Article IX, Section Plan II)

Plan III
57 (Article IX, Section Plan III)

Plan year defined (group insurance)
54 (Article VIII, Section C, ¶9)

Post Retirement Employment Program
57 (Article IX)

Annual renewal
65 (¶2)
Benefits for
66 (¶3f)
Compensation rate for
66 (¶3d)
Conditions of
65 (¶3)
Curriculum development and
66 (¶3e)
Faculty handbook procedures
65-66
Mentoring and
66 (¶3e)
Priority of assignment for
65 (¶3b)
Seniority and
65 (¶3c)

Post Retirement Employment Program (cont.)
Side letter on
65-66
SURS and
66 (¶3i)

PPO/HMO coverage, Board contribution for
52 (Article VIII, Section C, ¶4)

Preamble
1

Precedence of agreement
58 (Article X)

Press materials, Provision to Senate President of
5 (Article II, Section J)

Printing of Agreement
5 (Article II, Section K)

Probationary appointments
16-17 (Article III, Section M, ¶1a)

Professional development activities
42-43 (Article VII, Section C)
Non-precedential effect of
43 (Article VII, Section C, ¶6)

Professional Development Assessment Committee
43 (Article VII, Section C, ¶4-5)

Professional Expense Benefits
50-51 (Article VIII, Section A)
Advance disbursement of
51 (Article VIII, Section A, ¶2)
Deadline for disbursement of
51 (Article VIII, Section A, ¶3)

Professional expenses, Aggregation of
See Aggregation of Professional Expenses

Professional meeting leave
26 (Article IV, Section H)

Professor
Conditions for promotion to
44 (Article VII, Section D, ¶2a5)
Salary Schedule placement for
42 (Article VII, Section B, ¶4)

Program Coordinators, Compensation for during non-
contractual periods
46-47 (Article VII, Section D, ¶5g)

Promotions Committee review of applications
44 (Article VII, Section D, ¶2a2)

Provisions, Grievance procedure
31 (Article V, Section B)

Rank, Academic
45 (Article VII, Section D, ¶3)

Reassigned time
14-16 (Article III, Section K)
Adult Education department chairs

11 (Article III, Section I, ¶6)
Career Program Coordinators
15 (Article III, Section K, ¶1a)
Chairs and coordinators
13 (Article III, Section I, ¶13g)
Chapter officers
4 (Article II, Section 4, ¶1)

Reassigned time (cont.)
Conditions governing
15 (Article III, Section K, ¶1)
Department chairs
15 (Article III, Section K, ¶1b)
Distance learning course development
13 (Article III, Section I, ¶13f)
English as a Second Language chair
11 (Article III, Section I, ¶6)
Library faculty
16 (Article III, Section K, ¶2)
Library services chair
11 (Article III, Section I, ¶6)
Local wide officers
4 (Article II, Section F, ¶2)
Non-teaching faculty
16 (Article III, Section K, ¶2)
Right to refuse
16 (Article III, Section K, ¶1b)
Senate
4 (Article II, Section F)
Student Development faculty
16 (Article III, Section K, ¶2)
Unusual or temporary ongoing needs
16 (Article III, Section K, ¶1b)

Recognition
2 (Article I)

Reduction in force
20-22 (Article III, Section N)
Effect on tenure rights
22 (Article III, Section N, ¶5)
Reemployment after
21-22 (Article III, Section N, ¶4)
Timetable for
20-21 (Article III, Section N, ¶2)
Reemployment at Conclusion of Leave of Absence
29 (Article IV, Section O)

Reference letters, 2002 strike and
63

Religious leave
26-27 (Article IV, Section I)

Renewal of post retirement program
65 (¶2)

Reprisals, Prohibition of as a result of grievance
33 (Article V, Section E)

Resignation
17 (Article III, Section M, ¶3)

Retirees

Continuing professional affiliation with College

65-66

Eligibility for committee membership

66 (¶3g)

Evaluation of

66 (¶3h)

Review of Forms

3 (Article II, Section D)

RIF

See Reduction in force

Sabbatical leave

27-28 (Article IV, Section J)

Application process

27 (Article IV, Section J, ¶3)

Duration

27 (Article IV, Section J, ¶4)

Eligibility

27 (Article IV, Section J, ¶1-2)

Sabbatical leave (cont.)

Return from

28 (Article IV, Section J, ¶6)

Salary during

27-28 (Article IV, Section J, ¶5)

Salary

Increases, Extra assignment program and

60

Rates of pay

37-49 (Article VII)

Salary schedule

2006-07

37 (Article VII, Section A)

2007-08

38 (Article VII, Section A)

2008-09

39 (Article VII, Section A)

2009-10

40 (Article VII, Section A)

Horizontal movement

44-45 (Article VII, Section D, ¶2a)

Placement, Education and experience requirements for

41-42 (Article VII, Section B)

Vertical movement

45 (Article VII, Section D, ¶2b)

Schedules

Assignment

9 (Article III, Section F)

Class

9 (Article III, Section F)

Secretarial service

54 (Article VIII, Section D)

Selection

Assignment

9-10 (Article III, Section G)

Class

9-10 (Article III, Section G)

Senate office space

5 (Article II, Section L)

Seniority

Defined

9 (Article III, Section E)

Determination

9 (Article III, Section E)

Shared governance

8 (Article III, Section A, ¶3.1)

Sick leave

28-29 (Article IV, Section L)

Parental leave and

25 (Article IV, Section E, ¶3)

Summer school and additional

49 (Article VII, Section D, ¶9)

Side letters

Back to work agreement

63

Extra assignment program

60-61

Grants to support professional development in application of technology

62

Intellectual Property Manual

64

Soccer Coach

Head Men's

See Head Men's Soccer Coach

Head Women's

See Head Women's Soccer Coach

Softball Coach

Head

See Head Softball Coach

Assistant

See Assistant Softball Coach

Step lane schedule

37-40 (Article VII, Section A)

2006-07

37 (Article VII, Section A)

2007-08

38 (Article VII, Section A)

2008-09

39 (Article VII, Section A)

2009-10

40 (Article VII, Section A)	See Head Men's Tennis Coach
Stress Test, Reimbursement for	Head Women's
51 (Article VIII, Section A, ¶1b7)	See Head Women's Tennis Coach
Strike of 2002	Tenure
See 2002 strike	16-19 (Article III, Section M)
Student Development faculty	Tenure appointment
Reassigned time	Notification
16 (Article III, Section K, ¶2)	17 (Article III, Section M, ¶2)
Workload	Types
11 (Article III, Section I, ¶6)	16-17 (Article III, Section M, ¶1)
Subject field defined	Tenured faculty, Dismissal of
42 (Article VII, Section B, ¶5)	17-20 (Article III, Section M, ¶4)
Subscriptions, Reimbursement for	Thesis Typing, Reimbursement for
50 (Article VIII, Section A, ¶1b2)	50 (Article VIII, Section A, ¶1b4)
Substituting rate	Track Coach
45 (Article VII, Section D, ¶4)	Assistant
Summer school pay	See Assistant Track Coach
49 (Article VII, Section D, ¶9)	Head Men's & Women's
SURS deduction	See Head Men's & Women's Track Coach
55 (Article VIII, Section F)	Transmission of courses to other campuses, Distance
Post Retirement Employment Program and	learning provisions pertaining to
66 (¶3i)	13 (Article III, Section I, ¶13e)
Suspension	Travel, Reimbursement for
18 (Article III, Section M, ¶4b2)	51 (Article VIII, Section A, ¶1b6)
Swimming Coach	Tuition
Assistant	Compensation of through professional
See Assistant Swimming Coach	expense benefits
Head Men's & Women's	50 (Article VIII, Section A, ¶1a)
See Head Men's & Women's Swimming	Compensation of through professional
Coach	expense benefits, Supplemental grants for
Taxable purchases, Reimbursement for	50 (Article VIII, Section A, ¶1a)
50 (Article VIII, Section A, ¶1b3)	Tuition waiver
Tax-sheltered annuity	55 (Article VIII, Section G)
54-55 (Article VIII, Section E)	Typing of thesis, Reimbursement for
Teaching credentials	See Thesis Typing, Reimbursement for
10 (Article III, Section G)	Undergraduate courses, Professional development
Teaching supplies, Reimbursement for	use
50 (Article VIII, Section A, ¶1b3)	42 (Article VII, Section C, ¶1)
Technology grants	Unemployment compensation, Leaves of absence
62	29 (Article IV, Section P)
Technology grants, Side letter on	Vertical salary movement
62	45 (Article VII, Section D, ¶2b)
Telecourses, Distance learning provisions for	Volleyball Coach, Head Women's
12-13 (Article III, Section I, ¶13)	See Head Women's Volleyball Coach
Tennis Coach	Women's Cross Country Head Coach
Head Men's	See Head Men's & Women's Cross Country
	Coach)
	Women's Assistant Basketball Coach

See Assistant Women's Basketball Coach

Women's Head Basketball Coach

See Head Women's Basketball Coach

Women's Head Swimming Coach

See Head Men's & Women's Swimming Coach

Women's Head Track Coach

See Head Men's & Women's Track Coach

Women's Head Volleyball Coach

See Head Women's Volleyball Coach

Women's Soccer Head Coach

See Head Women's Soccer Coach

Women's Tennis Head Coach

See Head Women's Tennis Coach

Workload

10-14 (Article III, Section I)

Compensation for classes taught in excess of normal

10 (Article III, Section I, ¶2);

45 (Article VII, Section D, ¶5b)

Distance learning provisions pertaining to

12 (Article III, Section I, ¶13a)

Equivalency

10 (Article III, Section I, ¶3)

Large lectures and

13 (Article III, Section I, ¶14)

Normal

10 (Article III, Section I, ¶1)

Right to refuse assignments in excess of normal

11 (Article III, Section I, ¶7)

Wrestling Coach

Assistant

See Assistant Wrestling Coach

Head

See Head Wrestling Coach

Article VIII. A, Salary and Rates of Pay

STEP LANE SCHEDULE FOR 2010-2011

LEVEL*	<u>INSTRUCTOR</u>	<u>ASSISTANT PROFESSOR</u>	<u>ASSOCIATE PROFESSOR</u>	<u>PROFESSOR</u>
5	41,782	46,796	52,412	58,701
6	43,119	48,293	54,089	60,579
7	44,499	49,838	55,820	62,518
8	45,923	51,433	57,606	64,519
9	47,393	53,079	59,449	66,584
10	48,910	54,778	61,351	68,715
11	50,475	56,531	63,314	70,914
12	52,090	58,340	65,340	73,183
13	53,757	60,207	67,431	75,525
14	55,477	62,134	69,589	77,942
15	57,252	64,122	71,816	80,436
16	59,084	66,174	74,114	83,010
17	60,975	68,292	76,486	85,666
18	62,926	70,477	78,934	88,407
19	64,940	72,732	81,460	91,236
20	67,018	75,059	84,067	94,156
21	69,163	77,461	86,757	97,169
22	71,376	79,940	89,533	100,278
23	71,681	82,498	92,398	103,487
24		82,851	95,355	106,799
25			98,406	110,217
26			98,827	113,744
27				114,231

NOTES: (1) Step spread = 3.20%
(2) Lane spread = 12.00%

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

FACULTY STEP LANE SCHEDULE FOR 2011-2012

LEVEL*	<u>INSTRUCTOR</u>	<u>ASSISTANT PROFESSOR</u>	<u>ASSOCIATE PROFESSOR</u>	<u>PROFESSOR</u>
5	42,209	47,274	52,947	59,301
6	43,560	48,787	54,641	61,199
7	44,954	50,348	56,390	63,157
8	46,393	51,959	58,194	65,178
9	47,878	53,622	60,056	67,264
10	49,410	55,338	61,978	69,416
11	50,991	57,109	63,961	71,637
12	52,623	58,936	66,008	73,929
13	54,307	60,822	68,120	76,295
14	56,045	62,768	70,300	78,736
15	57,838	64,777	72,550	81,256
16	59,688	66,850	74,872	83,856
17	61,599	68,989	77,268	86,539
18	63,570	71,197	79,741	89,308
19	65,604	73,475	82,293	92,166
20	67,704	75,826	84,926	95,115
21	69,871	78,252	87,644	98,159
22	72,106	80,756	90,449	101,300
23	72,418	83,340	93,343	104,542
24		83,701	96,330	107,887
25			99,413	111,339
26			99,843	114,902
27				115,400

NOTES: (1) Step spread = 3.20%

(2) Lane spread = 12.00%

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

ADDENDUM TO 2006/2010 FACULTY AGREEMENT

The Board of Trustees and the Faculty agree to extend the current 2006/2010 Faculty Agreement through 2010/11 and 2011/12 with the following changes:

VII.A Salary and Rates of Pay: see attached 2010/2011 and 2011/2012 pay schedules.

VII.D.5. Overload Pay Schedule

<u>2010/11:</u>	Level	BA or Less	MA	MA+15	MA+30	MA+60
	0-3	735	755	775	795	815
	4-6	755	775	795	815	835
	7+	775	795	815	835	855
<u>2011/12:</u>	Level	BA or Less	MA	MA+15	MA+30	MA+60
	0-3	735	755	775	795	815
	4-6	755	775	795	815	835
	7+	775	795	815	835	855

VIII. A. Professional Expense Benefit


Faculty members may be allowed professional expense benefits not to exceed one thousand one hundred fifty dollars (\$1,150) for fiscal year 2000/11 and 2011/12 for qualified professional expenses as described below:


remainder of article remains as in the 2006/10 Agreement.

ARTICLE XI. EFFECTIVE DATE AND DURATION


This Addendum is an extension of the 2006/10 Agreement, which, except for the above noted changes, shall continue in full force and effect through midnight on the day prior to faculty reporting for the 2012/2013 academic year.

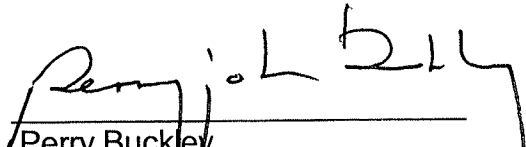
BOARD OF TRUSTEES


Laurie Stone
Chair


Richard Hoffman
Secretary

FACULTY SENATE


Thomas Dowd
President


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

Dual Appointment Memorandum of Understanding

This Memorandum of Understanding amends the following sections of the 2006-2012 Agreement between the Board of Trustees and the Harper Faculty Senate:

Article III. Section E. "Seniority" (page 9)

Article III. Section G. "Class and Assignment Selection" (pages 9-10)

Article III. Section I. "Workload" (page 10-14)


Article III. Section N. "Lay Off Procedure" Subsection 3. (page 21)
(replaces Subsection 3.b in its entirety)

Article VIII. Section A. "Professional Expense benefits" Subsection 1.b. (page 50)

Faculty members are hired into a particular department or program. This is their Primary Appointment.

- 1) A tenured faculty member who has attained the appropriate credentials, as defined in the Faculty Credentials Document, to teach a full load in another department or program may apply for a Secondary Appointment. A committee consisting of the Chief Academic Officer, the appropriate dean, and the chair/coordinator of the department shall verify the necessary credentials are in the faculty member's personnel file. Upon verification of credentials, the faculty member shall receive a Secondary Appointment.
- 2) A faculty member with a Secondary Appointment shall be placed on a department's Secondary Seniority List by order of the semester the Secondary Appointment was granted. In case two (2) or more faculty members received a Secondary Appointment the same semester, the date of original hire shall determine the order on the Secondary Seniority List.
- 3) The Secondary Seniority List shall be used for class selection in one's secondary appointment. After consultation with the primary dean, a faculty member may teach up to a maximum of four (4) contact hours per academic year in their secondary appointment as part of base workload even if a full load is available in their primary appointment. After all full-time faculty in the department have selected their classes for the semester, including overload classes, faculty members on the Secondary Seniority List will choose their courses for load and/or overload. After consulting with the primary dean, the faculty member shall notify the department chair/coordinator of the intention to teach in a secondary appointment prior to the selection of courses.

- 4) If a faculty member with a Secondary Appointment is laid off (R.I.F.), they shall be reassigned to their Secondary Appointment as their Primary Appointment, assuming that a full teaching load is available. A faculty member who is reassigned shall be appointed to the new Primary Seniority List above all non-tenured faculty members in the department, but below all tenured faculty members in the department, regardless of the date of hire.
- 5) Faculty members should consider it a professional obligation to remain current in both the primary and the secondary disciplines. Professional expense money can be used to attain and/or maintain credentials in a secondary area.

 09/15/10
Faculty Senate President Date

 9-15-10
Board of Trustees Chair Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 15 day of September, 2010, between the Board of Trustees of William Rainey Harper College ("Board") and the William Rainey Harper College Faculty Senate, a Chapter of the Cook County College Teachers' Union, Local 1600, AFT, AFL-CIO (the "Faculty Senate") as a result of mid-term discussions regarding proposed HMO health insurance benefit plan premium increases for the 2011 insurance plan year.

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

I. Acceptance of 2011 HMO Premium Increase

Upon recommendation of the College's Insurance Committee, the Faculty Senate and Board agree to accept the College's insurance provider's proposed 22% increase in the annual HMO premium cost for the 2011 insurance plan year. The Insurance Committee reviewed the insurance provider's proposed options for reducing the annual HMO premium increase to 16% or less, and rejected the proposed HMO plan design changes (e.g., ER co-pay increases, hospital and outpatient cost increases, etc.), which were recommended to lower the amount of the HMO premium cost increase.

II. Mutual Waiver of Contractual Process for Approval of Annual Insurance Premium Increases

Based upon the Insurance Committee's decision to decline acceptance of HMO plan design changes proposed by the insurer to reduce the HMO premium increase, the Faculty Senate and Board agree to waive, on a one-time, non-precedential basis for the 2011 plan year, the contractual requirement that the Insurance Committee recommend to the Faculty Senate and Board plan design changes to reduce the HMO premium increase to 16% or less as provided in Article VIII, Section C.5 of the Full-Time Faculty Collective Bargaining Agreement. The Faculty Senate and Board acknowledge and agree that their mutual waiver of the contractual procedure to reduce annual health insurance premium increases to a maximum of 16% or less for the 2011 plan year does not limit or nullify their right to require the Insurance Committee to follow the contractual process in subsequent insurance plan years.

III. 2011 HMO Premium Increase Cost Sharing Agreement

In accordance with the Full-time Faculty Collective Bargaining Agreement, the Board will be responsible for eighty percent (80%) of the HMO premium increase up to the maximum 16% annual premium increase. Similarly, the faculty member will assume twenty percent (20%) of the HMO premium increase up to the maximum 16% annual premium increase. The Board and Faculty Senate agree that the faculty member will be responsible for one hundred percent (100%) of the amount of the 2011 HMO premium increase which exceeds the maximum 16% annual premium increase. Based upon the College insurer's proposed 2011 HMO premium, the total HMO premium (Board and employee contribution) will reflect a 22% increase from the previous plan year.

It is understood that any increase in the Board HMO contribution for 2012 will be based on the proposed 2011 HMO premium that reflected the proposed 16% increase over the 2010

premium; not the 22% premium increase actually implemented as a result of the Insurance Committee recommendation.

For example, the annual (calendar year) costs for family coverage in the HMO Illinois plan are as follows:

	<u>2010 Cost</u>	<u>2010 Percent</u>	<u>2011 Cost</u>	<u>2011 Percent</u>	<u>Percent Increase</u>
Board	\$12,877	85.8%	\$14,798 (A)	82.2%	14.9%
Employee	<u>2,132</u>	<u>14.2%</u>	<u>3,213 (B)</u>	<u>17.8%</u>	50.1%
Total	<u>\$15,009</u>	<u>100.0%</u>	<u>\$18,011</u>	<u>100.0%</u>	20.0%

(A) Calculation

\$12,877	2010 premium – Board share
x 16%	Maximum increase per contract language
\$ 2,401	
x 80%	Board percentage share of increase per contract language
<u>\$ 1,921</u>	Board cost share of 2011 increase per contract language
 \$12,877	 2010 premium – Board share from above
+ 1,921	Board cost share of 2011 increase from above
<u>\$14,798</u>	Board cost for 2011

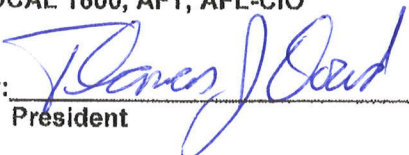
(B) Calculation

\$18,011	Total 2011 cost from above
<u>-14,798</u>	Board share from (A)
<u>\$ 3,213</u>	Employee cost for 2011. This represents the employee 20% sharing of the cost increase up to 16%, plus the employee additional cost due to not making changes in the plan design.

IV. Scope and Effect of Agreement

The Board and Faculty Senate acknowledge and agree that this Memorandum of Understanding is intended solely to memorialize the mid-term agreement regarding the cost sharing formula for HMO plan premium contributions. The parties agree that all other provisions in the Full-Time Faculty Collective Bargaining Agreement shall remain in full force and effect.

WILLIAM RAINEY HARPER
COLLEGE FACULTY SENATE,
A CHAPTER OF THE COOK COUNTY
COLLEGE TEACHERS' UNION,
LOCAL 1600, AFT, AFL-CIO

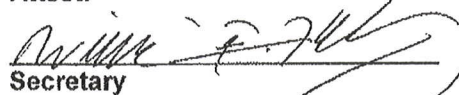
By: 
President

Date: 09/15/10

BOARD OF TRUSTEES OF
WILLIAM RAINEY HARPER
COLLEGE

By: 
Chair

Attest:


Secretary

Date: 9/15/10

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 16th day of February, 2011, between the Board of Trustees of William Rainey Harper College ("Board" or "College") and the William Rainey Harper College Faculty Senate, a Chapter of the Cook County College Teachers' Union, Local 1600, AFT, AFL-CIO ("Faculty Senate") as a result of mid-term discussions regarding implementation of a Harper Academy for Research & Teaching Excellence (HARTE) Fellowship Program ("Program").

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

I. Implementation of HARTE Fellowship Program

The College intends to establish and offer a HARTE Fellowship Program to eligible employees, including eligible members of the Faculty Senate, to enable participating employees to enroll in graduate education courses leading to a Doctor of Education (Ed.D.) degree in Adult Higher Education or Curriculum and Instruction which will be offered by Northern Illinois University ("NIU") on site at the College ("the NIU Doctoral Program"). HARTE Fellowship participants will enroll in the NIU Doctoral Program, which commences in Spring 2011, which the College intends to fund on a contract basis by agreement between the College and NIU.

II. HARTE Fellowship Participants' Professional Development Allocations

In consideration for the financial commitment of the College in establishing the Program, all Faculty Senate members who are designated as HARTE Fellowship participants agree that their full annual professional development allocations for the 2011, 2012, 2013, and 2014 fiscal years, as established by the applicable collective bargaining agreement between the College and the Faculty Senate, will be irrevocably allocated to the College's cost of funding the NIU Doctoral Program.

III. HARTE Fellowship Participants' Obligations

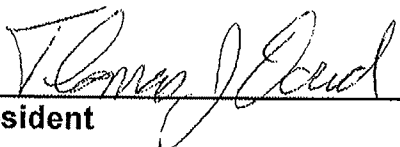
HARTE Fellowship participants will be required to support one or more of the College's strategic goals by actively participating on a goal or strategy team. Further, HARTE Fellowship participants agree to continue employment at the College for a minimum of two consecutive years following successful completion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

which he/she was enrolled as part of the Program, as set forth in the HARTE Fellowship Application and Participation Agreement.

IV. Scope and Effect of Agreement

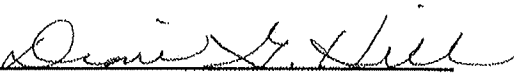
The Board and Faculty Senate acknowledge and agree that this Memorandum of Understanding is intended solely to memorialize the mid-term agreement regarding implementation of the HARTE Fellowship Program, and that this is a non-precedential agreement. The parties agree that all other provisions in the Full-Time Faculty Collective Bargaining Agreement shall remain in full force and effect.

**WILLIAM RAINEY HARPER
COLLEGE FACULTY SENATE,
A CHAPTER OF THE COOK COUNTY
COLLEGE TEACHERS' UNION,
LOCAL 1600, AFT, AFL-CIO**

By: 
President

Date: 02/08/11

**BOARD OF TRUSTEES OF
WILLIAM RAINEY HARPER
COLLEGE**

By: 
Chair

Attest:


Secretary

Date: _____

ADDENDUM TO 2006/2010 FACULTY AGREEMENT

The Board of Trustees and the Faculty agree to extend the current 2006/2010 Faculty Agreement through 2012/2013, 2013/2014 and 2014/15 with the following changes:

Article VII. A Salary and Rates of Pay: see attached 2012/2013, 2013/2014 and 2014/15 pay schedules.

Article VII. D. 5. Overload Pay Schedule

	Level	BA or Less	MA	MA+15	MA+30	MA+60
2012/13	0-3	765	785	805	825	845
	4-6	785	805	825	845	865
	7+	805	825	845	865	885
2013/14	0-3	795	815	835	855	875
	4-6	815	835	855	875	895
	7+	835	855	875	895	915
2014/2015	0-3	825	845	865	885	905
	4-6	845	865	885	905	925
	7+	865	885	905	925	945

Article VIII. A. Professional Expense Benefits

Faculty members may be allowed professional expense benefits not to exceed one thousand one hundred fifty dollars (\$1,150) for fiscal years 2012/13 through 2014/15 for qualified professional expenses.

In 2012/13 \$30 per faculty member is added to a professional development pool.

In 2013/14 \$60 per faculty member is added to a professional development pool.

In 2014/15 \$90 per faculty member is added to a professional development pool.

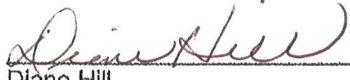
The pooled professional development money will be used to offset the cost of the HARTE doctoral program.

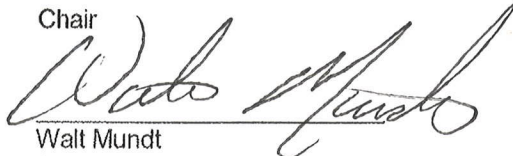
The remainder of article remains as in the 2006/10 Agreement.

Article XI. Effective Date and Duration

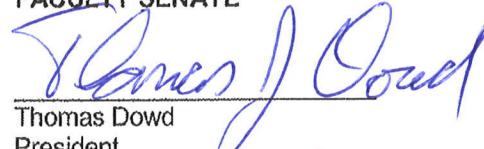
This Addendum is an extension of the 2006/10 Agreement, which, except for the above noted changes, shall continue in full force and effect through midnight on the day prior to faculty reporting for the 2015/2016 academic year.


BOARD OF TRUSTEES


Diane Hill
Chair


Walt Mundt
Secretary

FACULTY SENATE


Thomas Dowd
President


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

Article VIII. A, Salary and Rates of Pay

STEP LANE SCHEDULE FOR 2012/2013

LEVEL	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
5	42,332	47,412	53,101	59,473
6	43,686	48,929	54,800	61,376
7	45,084	50,495	56,554	63,340
8	46,527	52,110	58,364	65,367
9	48,016	53,778	60,231	67,459
10	49,553	55,499	62,159	69,618
11	51,138	57,275	64,148	71,845
12	52,775	59,108	66,200	74,145
13	54,463	60,999	68,319	76,517
14	56,206	62,951	70,505	78,966
15	58,005	64,965	72,761	81,493
16	59,861	67,044	75,090	84,100
17	61,777	69,190	77,492	86,792
18	63,753	71,404	79,972	89,569
19	65,793	73,689	82,531	92,435
20	67,899	76,047	85,172	95,393
21	70,072	78,480	87,898	98,446
22	72,314	80,992	90,711	101,596
23	74,628	83,583	93,613	104,847
24		86,258	96,609	108,202
25			99,700	111,665
26			102,891	115,238
27				118,925

Notes:

1. Step spread = 3.2%.
2. Lane spread = 12.0%.
3. Level numbers are not to be equated to years of service.

Article VIII.A, Salary and Rates of Pay

STEP LANE SCHEDULE FOR 2013/2014

LEVEL	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
5	42,455	47,549	53,255	59,646
6	43,813	49,071	54,960	61,555
7	45,215	50,641	56,718	63,525
8	46,662	52,262	58,533	65,557
9	48,156	53,934	60,406	67,655
10	49,697	55,660	62,339	69,820
11	51,287	57,441	64,334	72,054
12	52,928	59,279	66,393	74,360
13	54,622	61,176	68,517	76,740
14	56,370	63,134	70,710	79,195
15	58,173	65,154	72,973	81,730
16	60,035	67,239	75,308	84,345
17	61,956	69,391	77,718	87,044
18	63,939	71,611	80,205	89,829
19	65,985	73,903	82,771	92,704
20	68,096	76,268	85,420	95,670
21	70,275	78,708	88,153	98,732
22	72,524	81,227	90,974	101,891
23	74,845	83,826	93,885	105,152
24	76,042	86,509	96,890	108,517
25		87,893	99,990	111,989
26			103,190	115,573
27			104,841	119,271
28				121,179

Notes:

1. Step spread = 3.2% except for top step in each lane.
2. Lane spread = 12.0%.
3. Level numbers are not to be equated to years of service.

Article VIII.A, Salary and Rates of Pay

STEP LANE SCHEDULE FOR 2014/2015

LEVEL	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
5	42,578	47,688	53,410	59,819
6	43,941	49,214	55,119	61,734
7	45,347	50,789	56,883	63,709
8	46,798	52,414	58,703	65,748
9	48,296	54,091	60,582	67,852
10	49,841	55,822	62,521	70,023
11	51,436	57,608	64,521	72,264
12	53,082	59,452	66,586	74,576
13	54,781	61,354	68,717	76,963
14	56,533	63,318	70,916	79,425
15	58,343	65,344	73,185	81,967
16	60,210	67,435	75,527	84,590
17	62,136	69,593	77,944	87,297
18	64,125	71,820	80,438	90,090
19	66,177	74,118	83,012	92,973
20	68,294	76,490	85,668	95,948
21	70,480	78,937	88,410	99,019
22	72,735	81,463	91,239	102,187
23	75,062	84,070	94,158	105,457
24	77,464	86,760	97,171	108,832
25		89,537	100,281	112,315
26			103,490	115,909
27			106,802	119,618
28				123,446


Notes:

1. Step spread = 3.2%.
2. Lane spread = 12.0%.
3. Level numbers are not to be equated to years of service.



MEMO

To: Board of Trustees
From: Ken Ender
Date: January 30, 2012
Re: Memorandum of Understanding – Faculty Agreement
Cc: Judy Marwick, Provost



The attached Side Letter to the Faculty Agreement replaces a Side Letter that was included in the 2006-2010 Faculty Agreement. The earlier document provided for a rate of compensation for retired faculty under the agreement of twice the adjunct faculty rate and limited faculty under the agreement to twelve contact hours per academic year. This agreement expired in 2010, and retired faculty currently receive the same rate of pay as adjunct faculty.

In recognition of the comparable rate of pay, this new Side Letter permits retired faculty who are offered assignments to teach 23 credit hours per year, the same as adjunct faculty members. The only benefit accorded to retired faculty beyond those accorded to adjunct faculty is the opportunity to be assigned a class schedule each semester after full-time faculty have been assigned but before adjunct faculty are assigned.

Please let me know if you have any questions.

KLE/le

Att

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 15th day of February, 2012, between the Board of Trustees of William Rainey Harper College ("Board" or "College") and the William Rainey Harper College Faculty Senate, a Chapter of the Cook County Teachers' Union, Local 1600, AFT, AFL-CIO (the "Faculty Senate") as a result of mid-term discussions regarding post-retirement employment. This MOU shall replace the Side Letter to the 2006/2010 Faculty Agreement regarding post retirement employment.

1. A retired faculty member may apply to the appropriate Dean to continue her/his professional teaching affiliation with the college. The decision to approve this request is made by the Dean after consultation with the appropriate department chair/coordinator. Subject to course availability, retired faculty shall have priority of assignment after all full-time faculty have obtained their normal load and any overload, but before any adjunct assignments are made. The Dean, after consultation with the appropriate department chair or coordinator, reserves the right to determine modality of delivery and the number of contact or clock hours assigned to the retired faculty member.
2. A retired faculty member employed as adjunct-faculty shall be eligible for and enjoy any benefits associated with adjunct faculty employment during the longevity of her/his adjunct-teaching appointment. Retired members are not eligible to participate in the State Universities Retirement System (SURS).

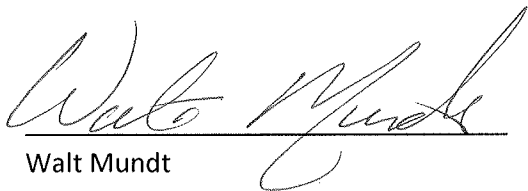
Scope and Effect of Agreement

The Board and Faculty Senate acknowledge and agree that this Memorandum of Understanding is intended solely to memorialize the mid-term agreement regarding post retirement employment, and that this is a non-precedential agreement. The parties agree that all other provisions in the Full-Time Faculty Collective Bargaining Agreement shall remain in full force and effect.

BOARD OF TRUSTEES

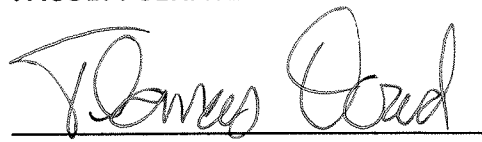


Diane Hill
Chair

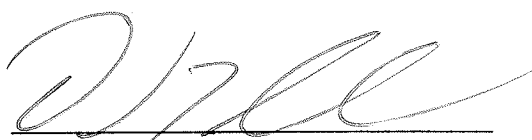


Walt Mundt
Secretary

FACULTY SENATE



Thomas Dowd
President



David T. Richmond
Vice-President, AFT Local 1600

Memo of Understanding and Clarification
Non-Solicitation and Distribution Policies
April 9, 2014

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

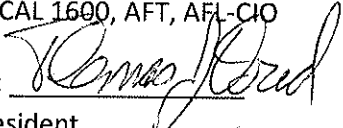
Except as otherwise provided below, the policies apply to and prohibit soliciting in Harper College facilities or on campus by for-profit corporations, non-profit organizations, faculty, staff, students, or any other individuals. This prohibition includes personal solicitations made through campus e-mail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

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

More specifically,

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

WILLIAM RAINEY HARPER
COLLEGE FACULTY SENATE
CHAPTER OF THE COOK COUNTY
COLLEGE TEACHERS' UNION,
LOCAL 1600, AFT, AFL-CIO

By: 
President

Date: 04/09/14

BOARD OF TRUSTEES OF
WILLIAM RAINEY HARPER COLLEGE

By: 
Chair

Attest:

Secretary:

Date: 4/16/14

ADDENDUM TO 2006/2010 FACULTY AGREEMENT

The Board of Trustees and the Faculty agree to extend the current 2006/2010 Faculty Agreement for two years, 2015/16 and 2016/17, with the following changes:

Article VII. A Salary and Rates of Pay: see attached **2015/2016** and **2016/17** pay schedules.

Article VII. D. 5.f Overload Pay Schedule

	Level	BA or Less	MA	MA+15	MA+30	MA+60
2015/16	0-3	855	875	895	915	935
	4-6	875	895	915	935	955
	7+	895	915	935	955	975
2016/17	0-3	885	905	925	945	965
	4-6	905	925	945	965	985
	7+	925	945	965	985	1005

Article VIII. A. Professional Expense Benefits

1. Faculty members may be allowed professional expense benefits not to exceed one thousand one hundred fifty dollars (\$1,150) for fiscal years 2015/16 through 2016/17 for qualified professional expenses as described below:

In addition to the \$1,150 described above a professional development pool will be created in the amount of:

In 2015/16 \$120 per faculty member is added to a professional development pool.
In 2016/17 \$150 per faculty member is added to a professional development pool.

The pooled professional development money will be used to offset the cost of other faculty professional development expenses such as college sponsored international travel, doctoral study, etc. to an annual individual benefit of \$6,000. Faculty may apply for such funds to supplement individual allocations through a written request to the Provost. All expenditures from this fund will be approved by the Provost and the Faculty Senate President using guidelines approved by the Senate and the Provost.

The remainder of article remains as in the 2006/10 Agreement.

B. Education and Experience Requirements for Placement on Salary Schedule

C. Professional Development Activities

D. Conditions for Payment

1. Initial Placement

2. Movement on the Salary Schedule

a. Horizontal movement shall take place as follows:

3. To be promoted to assistant professor, a faculty member must meet these conditions: The faculty member (a) has received tenure; (b) has completed seven (7) years of Harper service as an instructor; and (c) meets the requirements for the new rank as set forth in Section B, 2, a or b of this article. *For faculty teaching in transfer programs, at least three (3) graduate hours beyond the master's degree must be in the form of accredited graduate course credit.*

4. To be promoted to associate professor, a faculty member must meet these conditions: The faculty member (a) has received tenure; (b) has completed seven (7) years of Harper service as an assistant professor; and (c) meets the requirements for the new rank as set forth in Section B, 3, a or b. For faculty teaching in transfer programs, at least three (3) graduate hours beyond the master's degree must be in the form of graduate course credit.

5. To be promoted to professor, a faculty member must meet these conditions: The faculty member (a) has received tenure; (b) has completed five (5) years of Harper service as an associate professor; (c) meets the requirements for the new rank as set forth in Section B, 4, a or b of this article; (d) has demonstrated exceptional qualifications and instructional leadership; and has been recommended by the Institutional Promotions Committee and approved by the Board of Trustees. *For faculty teaching in transfer programs, at least six (6) graduate hours beyond the master's degree must be in the form of graduate course credit.*

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

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

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

ARTICLE VIII, INSURANCE AND FRINGE BENEFITS

C. Group Insurance

6. The nature of the benefits shall be governed by the terms of the applicable group policy and the rules and regulations of the carrier. If faculty members elect any dependent coverage, all premiums due thereafter not covered by the board shall be deducted from the appropriate paycheck of the faculty member.

The health/major medical insurance shall be no less comprehensive than that which prevailed during the 2006 plan year provided such coverage may be altered in accordance with this section (C). Beginning August 1, 2015, no new employees will be accepted into the PPO (Legacy) Insurance Plan. All other insurance plans will remain open to all employees. Members who are already enrolled in the PPO (Legacy) plan may continue until the end of the current contract or until such time the Insurance Committee recommends eliminating the Plan.

If at any time during the duration of this Collective Bargaining Agreement, a change in federal or state laws or regulations becomes effective which significantly affects the cost or availability of any of the group insurance policies offered under this Agreement, including any federal Health Care Reform Act provisions which impose any financial penalties or additional costs on the College based upon its employee group health insurance plan coverage, the parties agree that the Insurance Committee (Article VIII, section C. 6) shall meet to discuss the implementation and potential mitigation of insurance changes.

ARTICLE IV. LEAVES

E. Parental Leave

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

1. Application for such leave shall be made in writing to the Provost or designee at least ninety (90) calendar days prior to the anticipated birth of the child.
2. The faculty member and the Provost or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors related thereto. The leave shall

not exceed the balance of the Academic year in which it commences and one (1) additional academic year. Every effort shall be made to have such leave terminate immediately prior to the start of a new academic year. Such leave shall commence upon one of the following: 1) the date agreed upon by the Provost and faculty member, 2) for faculty members who teach, not later than the end of the semester preceding the semester during which the faculty member is expected to become unable to work, 3) the actual date of delivery/adoption, 4) the date on which the faculty member is required to leave employment because she is unable to perform her duties, whichever shall first occur. Such leaves which commence during the summer recess shall begin no later than July 1. The Provost may waive any of the requirements of this section at his/her sole discretion; any such waiver shall not be precedential in any respect.


3. A faculty member who has enough accumulated sick leave is eligible to use such paid leave during the Fall or Spring semesters for up to eight (8) weeks from the date of birth or adoption. In cases when the conclusion of such time is within six (6) weeks of the end of the academic semester accumulated sick leave may continue to be used through the end of the current semester.
4. The faculty member may maintain group health, dental and life insurance benefits by making timely payments of all premiums which may be due to the Administrative Services office or pursuant to its direction.
5. Any faculty member desiring parental leave as a result of becoming an adoptive parent shall notify the Provost or designee in writing upon the initiation of such proceedings. Leave shall be granted upon satisfactory written notification to the Provost or designee of the date the child is expected to be received. It shall be the responsibility of the applying faculty member to keep the Provost or designee informed of the status of the proceedings, and as soon as known, the expected date of delivery of the child. This section shall not be applicable if the adopted child is six (6) or more years of age at the time the child is received. However, the age requirement may be waived by the Provost or designee if the child has a medical condition which would require the leave.
6. A parental leave may be granted to a non-tenured faculty member under unusual circumstances by the action of the Board of Trustees, subject to all of the conditions applicable to a tenured faculty member. Any such leave shall include provision for the number of years that the faculty member must be employed in continuous full-time service at the College after such leave to attain tenured status. The granting of parental leave to any non-tenured faculty member shall not constitute a precedent for the granting or withholding of leave to any other faculty member. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured faculty member to apply for such leave or accept the conditions established therefore.


7. A faculty member who has been granted a parental leave and who during such leave of absence shall again become pregnant or adopt shall be eligible for an extension of one (1) academic year of such parental leave of absence. Application for such extension of leave shall be in writing to the Provost or designee at least one hundred twenty (120) calendar days prior to the anticipated birth of the child or as soon as possible after notification of adoption.
8. Nothing in this Article shall be construed as requiring any faculty member to apply for a parental leave. A faculty member not eligible for or not desiring parental leave may utilize accumulated sick leave during any period of illness related to pregnancy and/or to the delivery of the child. Such faculty member shall return to employment immediately following the termination of such illness.

Article XI. Effective Date and Duration

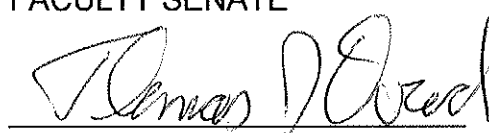
This Addendum is an extension of the 2006/10 Agreement, which, except for the above noted changes, shall continue in full force and effect through midnight on the day prior to faculty reporting for the 2017/2018 academic year.

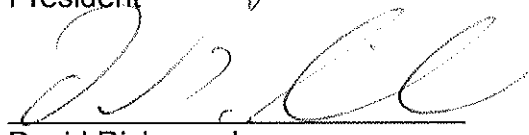
BOARD OF TRUSTEES


Diane Hill
Chair


Walt Mundt
Secretary

FACULTY SENATE


Thomas Dowd
President


David Richmond
President, Local 1600, AFT, AFL-CIO

STEP LANE SCHEDULE 2015-2016

LEVEL*	<u>INSTRUCTOR</u>	<u>ASSISTANT PROFESSOR</u>	<u>ASSOCIATE PROFESSOR</u>	<u>PROFESSOR</u>
5	43,538	48,763	54,614	61,168
6	44,888	50,275	56,308	63,064
7	46,280	51,833	58,053	65,019
8	47,714	53,440	59,853	67,035
9	49,193	55,097	61,708	69,113
10	50,718	56,805	63,621	71,256
11	52,291	58,565	65,593	73,465
12	53,912	60,381	67,627	75,742
13	55,583	62,253	69,723	78,090
14	57,306	64,183	71,885	80,511
15	59,082	66,172	74,113	83,007
16	60,914	68,224	76,411	85,580
17	62,802	70,339	78,779	88,233
18	64,749	72,519	81,221	90,968
19	66,756	74,767	83,739	93,788
20	68,826	77,085	86,335	96,695
21	70,959	79,475	89,012	99,693
22	73,159	81,938	91,771	102,783
23	75,427	84,478	94,616	105,970
24	77,765	87,097	97,549	109,255
25	78,971	89,797	100,573	112,642
26		91,189	103,691	116,134
27			106,905	119,734
28			108,562	123,445
29				125,359

NOTES: (1) Step spread = 3.1%

(2) Lane spread = 12%

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

STEP LANE SCHEDULE 2016-2017

LEVEL*	<u>INSTRUCTOR</u>	<u>ASSISTANT PROFESSOR</u>	<u>ASSOCIATE PROFESSOR</u>	<u>PROFESSOR</u>
5	44,521	49,864	55,847	62,549
6	45,857	51,359	57,523	64,425
7	47,232	52,900	59,248	66,358
8	48,649	54,487	61,026	68,349
9	50,109	56,122	62,856	70,399
10	51,612	57,805	64,742	72,511
11	53,160	59,540	66,684	74,687
12	54,755	61,326	68,685	76,927
13	56,398	63,166	70,745	79,235
14	58,090	65,061	72,868	81,612
15	59,832	67,012	75,054	84,060
16	61,627	69,023	77,306	86,582
17	63,476	71,093	79,625	89,180
18	65,381	73,226	82,013	91,855
19	67,342	75,423	84,474	94,611
20	69,362	77,686	87,008	97,449
21	71,443	80,016	89,618	100,372
22	73,586	82,417	92,307	103,384
23	75,794	84,889	95,076	106,485
24	78,068	87,436	97,928	109,680
25	80,410	90,059	100,866	112,970
26		92,761	103,892	116,359
27			107,009	119,850
28			110,219	123,445
29				127,149

NOTES: (1) Step spread = 3.0%

(2) Lane spread = 12%

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