

**2016-2021 \***

**\* With Extensions: August 2021 – August 2023**

**AGREEMENT**

**BETWEEN**

**BOARD OF TRUSTEES**

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

**AND**

**HARPER COLLEGE ADJUNCT FACULTY ASSOCIATION,  
IEA-NEA**

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**ARTICLE 1**  
**AGREEMENT and DEFINITIONS**

This Agreement is entered into by and between the Board of Trustees of Community College District No. 512, Counties of Cook, Lake, Kane and McHenry and the State of Illinois, hereinafter referred to as the "Board," or the "College" and Harper College Adjunct Faculty Association, IEA-NEA, hereinafter referred to as "HCAFA," as the exclusive collective bargaining representative for the bargaining unit employees defined as follows:

- Unit eligible "Adjunct Faculty" who are part-time instructional employees.
- Unit eligible "Adjunct Faculty Librarians" hereinafter referred to as "Adjunct Librarians."
- Within this agreement it is understood that all references to "Adjunct Employees" will refer to unit eligible "Adjunct Faculty" and unit eligible "Adjunct Librarians."

**ARTICLE 2**  
**RECOGNITION and REPRESENTATION**

**2.1 Recognition**

The College recognizes HCAFA as the exclusive bargaining representative of the following employee groups:

**Adjunct Faculty**

All adjunct faculty currently employed at William Rainey Harper College who provide a minimum of three (3) credit hours of instruction per academic semester for at least four (4) consecutive academic semesters excluding the summer term. Bargaining unit eligibility shall commence at the beginning of the fourth consecutive academic semester in which the adjunct faculty member provides at least three (3) credit hours of instruction.

### **Adjunct Librarians**

All adjunct librarians currently employed at William Rainey Harper College who are assigned to work a minimum of one hundred sixty (160) hours per semester, for at least four (4) consecutive academic semesters, excluding the summer term. For the purpose of defining bargaining unit eligibility, a semester shall be considered up to sixteen (16) weeks, and assignments which count towards bargaining unit eligibility for adjunct librarians shall be based on an equivalent of an average of ten (10) hours assigned per week during that 16-week period. A semester shall count toward eligibility when the librarian is assigned 160 hours, regardless of the position's semester start and end date.

Bargaining unit eligibility shall commence at the beginning of the fourth consecutive academic semester in which the adjunct librarian is assigned to work a minimum of 160 hours per semester, excluding the summer term. Examples, but not limited to the following illustrations, of assignments which count towards bargaining unit eligibility are as follows:

1. In a given academic semester, an adjunct librarian is assigned to work eight (8) weeks for twenty (20) hours a week. The total hours assigned for that given academic semester is one hundred sixty (160) hours. One hundred sixty (160) hours divided by sixteen (16) weeks equals an average of ten (10) hours/week in that given academic semester. Therefore, this adjunct librarian meets the bargaining unit eligibility criteria as certified by the Illinois Educational Labor Relations Board (IELRB).

### **Dual Position Employees**

Dual position employees are adjunct employees who satisfy HCAFA bargaining unit eligibility criteria set forth above, regardless of whether or not they are covered by another Harper College collective bargaining agreement. Such eligible employees include: professional-technical employees, custodial-maintenance and buildings/grounds employees, and police department and community safety officers. These employee positions are designated by the College based upon the employee's job

assignment and job description. Excluded from dual unit eligibility are all adjunct employees who do not meet the bargaining unit eligibility criteria set forth above, and any other employees excluded under Section 2 of the Illinois Educational Labor Relations Act.

Any employee who was an HCAFA part-time teaching bargaining unit member as of May 20, 2008, and who thereafter accepts or accepted a second position in a non-HCAFA unit (e.g., HCAFA member accepts second position assignment as professional-technical employee in September, 2008), will be allowed to retain existing HCAFA unit membership. Any such dual position employees will be entitled to HCAFA unit membership provided they continue to meet the bargaining unit eligibility and maintenance of inclusion requirements in the Agreement.

## **2.2 Maintenance of Inclusion**

### **Adjunct Faculty**

An adjunct faculty member who qualifies for initial bargaining unit inclusion but who subsequently fails to meet the eligibility criteria set forth in Article 2.1 shall remain a member of the bargaining unit for two consecutive semesters, excluding the summer term, in which the member provides no instructional services. Failure to satisfy the eligibility criteria in Article 2.1 for the third consecutive academic semester, excluding the summer term, will result in removal from the bargaining unit.

### **Adjunct Librarians**

An adjunct librarian who qualifies for initial bargaining unit inclusion but who subsequently fails to meet the eligibility criteria set forth in Article 2.1 because they were unable to accept an assignment due to an extended and medically documented disability, or does not work due to other valid and justifiable reasons acceptable to the College, shall remain a member of the bargaining unit for two consecutive semesters, excluding the summer term, in which the member is not assigned to work a minimum of one hundred sixty (160) hours per semester. In such event, the College shall make a reasonable effort to assign an adjunct librarian with at least a one hundred sixty (160) hour assignment, for the current semester. Failure to satisfy the eligibility criteria

in Article 2.1 for the third consecutive academic semester, excluding the summer term, will result in removal from the bargaining unit.

### **2.2.1 Extension of Time Limitations for Unit Eligibility**

If an adjunct faculty member scheduled for an assignment for a fourth consecutive semester which would result in initial bargaining unit eligibility loses the assignment due to a class being cancelled or being replaced by a full-time faculty member, the adjunct faculty member shall become unit eligible at the beginning of the fifth consecutive semester if the eligibility requirement defined in Article 2.1 is met.

### **2.2.2 Re-Eligibility**

An adjunct employee who is removed from the bargaining unit because does not meet the eligibility criteria set forth in Article 2.1 or Article 2.2 will re-qualify for eligibility in the unit only after satisfying the eligibility criteria set forth in Article 2.1.

## **2.3 Unit Listing**

### **Adjunct Faculty**

The College will annually provide HCAFA, on or before June 15<sup>th</sup>, with: 1) a listing of adjunct faculty who meet the eligibility criteria set forth in this Article, 2) a listing of adjunct faculty who have completed three consecutive semesters and who will become eligible for membership in the Fall semester if they meet the eligibility criteria set forth in this Article, and 3) a listing of adjunct faculty who have completed two consecutive semesters who will become eligible for membership in the subsequent Spring semester if they meet the eligibility criteria set forth in this Article.

The College will also provide, on a monthly basis, a current list of adjunct faculty and the number of credits they are teaching. The list will be produced on the Wednesday after the first pay period of each month of the semester during the regular academic year. The list will consist of any employees who are in employee groups which are eligible for HCAFA membership, including any dual position employees.

### **Adjunct Librarians**

The College will determine unit membership information for adjunct librarians each September and January based upon criteria set forth in this Article. The College will notify HCAFA of the unit determination by September 30<sup>th</sup> for the Fall semester and January 31<sup>st</sup> for the Spring semester.

## **ARTICLE 3**

### **UNION- BOARD RELATIONS**

#### **3.1 Board Rights**

The Board, on behalf of the electors of Community College District 512, retains and reserves the ultimate responsibilities for the proper management of the College district conferred upon and vested in it by the Statutes and Constitution of the State of Illinois and the United States.

The Board of Trustees of the College reserves “the four essential freedoms” of a college or university: to determine for itself on academic grounds who may teach, what may be taught, how it shall be taught (includes time and location), and who may be admitted to study. Implicit within these freedoms is the Board’s right to hire, determine curriculum, determine degree requirements, and establish academic and grading policy.

The Board shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of William Rainey Harper Community College, standards of services, its overall budget, the organizational structure, selection of new adjunct employees, and the direction of adjunct employees. The authority and powers of the Board as prescribed by the statutes and constitutions of the State of Illinois and the United States shall continue unaffected except as limited by the written provisions of this Agreement or revisions to the relevant statutes, whether or not such authority and powers were exercised by the College prior to the execution of this Agreement.



### **3.2 Non-Discrimination**

There shall be no discrimination against any adjunct employee for Union activity. The parties likewise acknowledge the right of any unit-eligible adjunct employee not to become a member of HCAFA.

No unit eligible adjunct employee shall be discharged or otherwise disciplined without just cause.

### **3.3 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 Intellectual Property (Copyrights and Patents).

All adjunct employees will adhere to College policy and procedures and applicable state and federal legislation in the development and use of all instructional and all other materials pertinent to their profession.

If applicable, an adjunct employee shall retain ownership rights of materials developed and produced without the use of any College resources.

An adjunct employee has the right to consult with HCAFA or counsel of their choosing.

### **3.4 Non-Solicitation and Distribution Policies**

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 HCAFA from distributing materials to its membership or from conducting the business of its association (adjunct employees communicating with adjunct employees directly on HCAFA business, not engaging the general public) providing such activities do not disrupt normal college business.

More specifically,

1. These policies do not prohibit adjunct employees from exercising their protected rights under federal or state law. Adjunct employees have the legal right to engage in: 1) union solicitation (either for or against) while at work subject to the College’s right to prohibit solicitation during the adjunct employee's working time, 2) All other forms of protected union activities as defined by the Illinois Education Labor Relations Act (IELRA).
2. Adjunct employees have a similar right to distribute union related literature at work if it is during the non-working time of the adjunct employees involved. This includes the use of adjunct employee mailboxes and e-mail. Because the distribution of paper involves the potential for litter, the College may also prohibit distribution during an adjunct employee's non-working time if the distribution is disruptive and taking place in a working area.

### **3.5 Reassigned Time for Union Officers**

1. The College agrees to provide five (5) contact hours of reassigned time per year to HCAFA.
2. No more than three (3) hours of reassigned time may be assigned to any single adjunct employee during a semester. For adjunct librarians, reassigned time shall be equivalent to one (1) clock hour equaling 0.75 contact hours.
3. The HCAFA President or designee shall advise the Provost or designee in writing prior to the beginning of each semester as to how these hours will be distributed.

### **3.6 Release Time for Union Business**

1. The College will provide HCAFA with up to eight (8) paid days each fiscal year (July 1 through June 30) for union business.
2. HCAFA will provide the appropriate Dean or their designee with five (5) business days advance notice of the individual(s) utilizing such leave.

### **3.7 Meeting Space for HCAFA**

HCAFA may utilize College meeting room facilities, except those already set up for an anticipated use, to meet with adjunct employees covered under this Agreement during non-working hours, provided HCAFA promptly reimburses the College the facilities usage charge as prescribed in the *College Facilities Usage Manual* and for any additional expense or any damage occasioned by such use. Such use shall not interfere with any activity or function of the College. HCAFA shall advise the College designee of the day and time that these meetings will take place.

HCAFA and its representatives shall not use College supplies or materials in connection with the planning or holding of such meetings.

### **3.8 HCAFA Bulletin Boards**

HCAFA shall be provided with reasonable space on designated bulletin boards (located in Human Resources and HCAFA work areas) identified by the College and HCAFA for the posting of notices and materials relating to official HCAFA activities. Such materials shall be identified with the name of HCAFA and signed by an appropriate officer thereof, and shall include an expiration date. Such materials shall not be derogatory of any person associated with the College and shall not include items which are endorsements of political parties or candidates for political office. HCAFA election announcements are acceptable. All posting of notices and materials shall be subject to the current rules and regulations governing use of College bulletin boards.

### **3.9 HCAFA Use of Intra-Department (College) Mail System**

The College shall permit HCAFA to distribute official HCAFA materials to adjunct employees through the College intra-departmental mail service subject to College regulations.

### **3.10 HCAFA Use of College Email System**

HCAFA is allowed to use the College email system for the purpose of communication with adjunct employees. Such emails shall comport with College acceptable use policy and shall not be derogatory of any person(s) associated with the College and shall not include items which are endorsements of candidates for political office. HCAFA election announcements are acceptable.

Mass emails sent to large numbers of adjunct employees shall be sent no more than four (4) times in an academic semester, Fall and Spring. Additional emails sent to small groups or individuals about HCAFA business or events shall also be permitted. All emails will include an opt-out reply option. HCAFA agrees that it shall not contact any adjunct employee who chooses to opt-out.

### **3.11 Membership Dues Deduction**

Individuals who meet the eligibility requirements for union membership, outlined in Article 2.1, may choose to maintain membership in HCAFA.

A. the College shall deduct HCAFA membership dues from the wages of each adjunct employee who elects to maintain HCAFA membership in amounts as determined by HCAFA for the fall and spring semester, provided the amount to be deducted shall be uniform for each HCAFA member. The deduction must be authorized in writing by the adjunct employee and received by the designated College office. HCAFA shall provide the College a listing of adjunct employees authorizing such deduction by October 15th for the Fall semester and by February 15th for the Spring semester. Such deduction shall be made in a single deduction in the first pay period of November for the Fall semester and in a single deduction in the first pay period of March for the Spring

semester. Such deduction shall be forwarded to HCAFA within fifteen (15) working days of the date for which the deductions are made.

When the College makes such deductions and remits such membership dues, HCAFA 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 under this Article.

An adjunct employee's authorization shall be deemed revoked upon written authorization from the HCAFA member, when the adjunct employee does not meet the bargaining unit eligibility criteria as set forth in Article 2.1 or Article 2.2, or upon termination of employment.

The Union shall be responsible for immediately notifying the College Payroll department of any individual members who request revocation of dues. In doing so, they shall also indemnify, defend and hold the Board harmless against any claim, demand, suit, cost, expense, or any other form of liability, including reasonable attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Board, its members, officers, agents, employees, or representatives in complying with or carrying out the provisions of Article II including any charge that the Board failed to discharge any duty owed to its employees arising out of any deduction.

In the event of any legal action against the College brought in a court or administrative agency because of its compliance with this Article, HCAFA agrees to defend such action, at its own expense and through its own counsel, providing that the College notifies HCAFA of such action in a timely manner not to exceed thirty (30) days. The College agrees to cooperate with HCAFA and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels. HCAFA agrees that in any action so defended, it will indemnify and hold harmless the Board, its members, officers and employees from any liability for damages and costs imposed by a final judgment of a court or administrative agency

as a direct consequence of the College's compliance with the dues deduction process. It is expressly understood that this indemnification provision will not apply to any claim, demand, suit or other form of liability which may arise as result of any type of willful misconduct by the Board.

The College agrees to cooperate with HCAFA and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels. HCAFA agrees that in any action so defended, it will indemnify and hold harmless the Board, its members, officers and employees from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the College's compliance with the dues deduction process.

### **3.12 HCAFA/College Meeting**

Each semester the College President or designee or HCAFA's President may request to meet at the College at a mutually convenient time with a mutually agreed upon agenda for the purpose of sharing available information and addressing issues of mutual concern.

### **3.13 Notice of Board Meeting**

A copy of the Board agenda, non-confidential exhibits and minutes shall be made available to the HCAFA President or designee at the same time as it is made available to administrators.

### **3.14 Orientation Meeting**

The College will provide reasonable advance notice to HCAFA about each College wide adjunct employee meeting occurring during orientation week. At such meetings, the College will give HCAFA the opportunity to address new and returning adjunct employees.

### **3.15 Printing of Agreement**

The College shall be responsible for the timely reproduction of this Agreement. Prior to printing this Agreement, both parties shall share proofreading and agree upon the contents. The cost of such reproduction shall be shared equally by the College and HCAFA.

## **ARTICLE 4**

### **CONDITIONS OF EMPLOYMENT**

#### **4.1 Academic Freedom and Professional Standards**

Institutions of higher education including the library, offices, and classrooms exist for the common good and not to further the interest of either the individual adjunct employee or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to the free search for truth and its free exposition and applies to both teaching and research. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student in learning. It carries with it duties correlative with rights as adopted by the AAUP Statement of Principles on Academic Freedom.

Adjunct employees are entitled to freedom in the classroom, library, and offices in discussing subjects related to their discipline, but they should be careful not to introduce into their discussions controversial matter that has no relation to their discipline.

Adjunct employees are citizens, members of a learned profession and employees of an educational institution. When they write or speak as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes certain obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their statements. Hence they should strive at all times to be accurate, exercise reasonable

restraint, show consideration for the opinions of others, and make effort to indicate they are not speaking for the institution.

HCAFA and the College endorse the American Library Association Code of Ethics. Each adjunct librarian shall become familiar with and follow their professional Code of Ethics and Standards of Practice as they apply to Harper College and comply with local, state and federal laws.

#### **4.2 Office Space, Telephones, and Keys**

The College shall provide, based upon availability, shared office space for adjunct employees in division common areas. Such office space will be equipped with a telephone, computer and printer. Office and classroom keys/card access may be issued to adjunct employees.

#### **4.3 Department Resources**

Adjunct employees shall have access to departmental resources and equipment in accordance with College and division rules and regulations.

#### **4.4 Support Services**

Insofar as is practical and the budget permits, the services of student aides may be made available to adjunct employees. Where feasible the support staff may assist adjunct employees in the preparation of educational and instructional materials.

#### **4.5 Access to Personnel Files**

The official personnel file for each adjunct employee shall be maintained in the Human Resources Office. An adjunct employee shall have the right to examine their personnel file in the Human Resources Office in accordance with College policy and the Illinois Personnel Records Review Act. Such request shall be made in writing and 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 which had been officially placed in the personnel file shall be permanently removed



from the file without the mutual consent of the College President or designee and the adjunct employee. An adjunct employee may reproduce material from their files at the cost established by College policy.

No material from an adjunct employee's personnel file shall be made available to personnel or agencies not employed by or affiliated with the College without the adjunct employee's consent, except as required by law, court order or records subpoena or as necessary pursuant to the regular operations of the College. However, this shall not preclude the College from responding as required with regard to verification of employment.

#### **4.6 Assignments**

Each adjunct employee may submit a written request to the Dean, on a form provided by the College, by the date established by the College, to identify the days and times the adjunct employee is available to work for the subsequent semester. Every attempt will be made to honor such request subject to the College's staffing needs. The Dean has sole discretion in determining an appropriate assignment for an adjunct employee.

The College will collaborate with representative(s) from HCAFA regarding any changes to the availability form.

#### **Adjunct Faculty**

The College acknowledges that a reasonable effort shall be made to assign adjunct faculty who are fully qualified by virtue of their academic credentials, training, classroom evaluations, recent experience, current discipline-related technology, pedagogical techniques in the classroom and date of hire as defined in Article 4.9.

First, the College will make a reasonable effort to assign adjunct faculty covered by this Agreement at least three (3) credit hours of contingent assignments that will most likely run during each fall and spring semester of an academic year before providing a contingent assignment to non-unit adjunct faculty.

Second, the College will make a reasonable effort to assign Level II adjunct faculty covered by this Agreement, who indicate availability, a minimum of six (6) contact hours of contingent assignments that will most likely run during each fall and spring semester of an academic year before providing a contingent assignment to non-unit adjunct faculty.

Third, the College will make a reasonable effort to offer adjunct faculty, covered by this Agreement, who are considered to be excellent faculty and who indicate availability for more than three (3) contact hours at least six (6) contact hours within the remaining staffing needs of the College. At the sole discretion of the dean, an adjunct faculty member may be deemed “not excellent”. In such cases, the dean must provide in writing to the adjunct faculty member the reason for “not excellent” status along with recommendations for improvement to the adjunct faculty member nine (9) weeks prior to the start of the next academic semester.

The College will put forth a reasonable effort to notify an adjunct faculty member of their contingent work assignment for the next regular semester six (6) weeks before the start of that semester. To demonstrate a reasonable effort, the College will contact adjunct faculty via phone and/or the College email system.

### **Adjunct Librarians**

The College acknowledges that a reasonable effort shall be made to assign an adjunct librarian who is fully qualified by virtue of their academic credentials, training, evaluations, applicable experience, knowledge of functional area and related technology, and date of hire as defined in Article 4.9. The College will make a reasonable effort to assign an adjunct librarian covered by this Agreement, a contingent one hundred sixty (160) hour assignment for the current semester before providing a contingent assignment to a non-unit adjunct librarian/counselor.

Adjunct librarians shall receive work assignments no later than five (5) days after the first day of classes for the semester, excluding summer. In the event an assignment

is subsequently cancelled, the adjunct librarian/counselor shall be given other duties for a time period equaling the time the cancelled assignment would have occurred.

#### **4.7 Cancellation of Contingent Assignment**

The College shall advise an adjunct faculty member as soon as possible if their contingent assignment is canceled. An assignment shall become irrevocable after the first class meeting. If the adjunct faculty member is offered a replacement course, the adjunct faculty member shall have twenty-four (24) hours to accept the offer.

If an adjunct faculty member's only assignment is withdrawn for whatever reason, (e.g. the class has been assigned to a full-time instructor or the class has been cancelled), the Dean shall make a reasonable effort to assign a pending unassigned section of at least three (3) credit hours that is likely to run to the affected adjunct faculty member. If no unassigned sections are available, then the Dean will reassign a section assigned to a non-unit eligible adjunct faculty member providing the reassigned class is not the only class assigned to the non-unit adjunct faculty member. If no section is available, the Dean will request a voluntary reassignment of a full-time instructor's overload assignment. If no reassignment of a full-time instructor's overload assignment is possible, the Dean will request a voluntary reassignment from unit-eligible adjunct faculty members.

If no reassignment options are available, HCAFA may request a meeting for the College to demonstrate reasons for non-reassignment.

An adjunct faculty member who has not received a teaching assignment or whose teaching assignment has been canceled and for whom no alternative teaching assignment is available shall continue to have rights under this Agreement in accordance with Article 2.2.

#### **4.8 Substitute Teaching**

An adjunct faculty member who is interested in a substitute teaching assignment may be assigned to teach as a substitute in a course section for which the adjunct faculty member is qualified to teach. Each semester an adjunct faculty member may submit to the appropriate Dean a written request, on a form provided by the College, which shall indicate their willingness and availability to act as a substitute teacher and a reliable means by which to contact the adjunct faculty member on short notice. An adjunct faculty member who is selected to substitute teach shall be paid in accordance with Article 8.4.

#### **4.9 Date of Hire**

##### **Adjunct Faculty**

The date of hire of an adjunct faculty member shall be identified as the first instructional day on which an adjunct faculty member began providing three (3) or more credit hours of instruction for the College and the adjunct faculty member has remained in the bargaining unit.

An adjunct faculty member employed at William Rainey Harper College as of the conclusion of the Spring 2005 semester and who has provided a minimum of three (3) credit hours of instruction per academic semester for the last four (4) consecutive academic semesters, excluding the summer term, shall be considered to have provided three (3) or more credit hours of instruction on a continuous and uninterrupted basis to the College since the date of initial employment as an adjunct faculty member through the conclusion of the Spring 2005 semester. To clarify this paragraph, an adjunct faculty member who meets the criteria in this paragraph shall have their date of initial employment considered as their date of hire.

##### **Adjunct Librarians**

The date of hire of an adjunct librarian shall be identified as the first work day which the adjunct librarian was assigned to work a minimum of one hundred sixty (160) hours per semester, for at least four (4) consecutive academic semesters and the adjunct librarian/counselor has remained in the bargaining unit.

An adjunct librarian employed at William Rainey Harper College as of the conclusion of the Spring 2005 semester and who was assigned to work a minimum of one hundred sixty (160) hours per semester for the last four (4) consecutive academic semesters, excluding the summer term, shall be considered to have been assigned to work a minimum of one hundred sixty (160) hours per semester on a continuous and uninterrupted basis to the College since the date of initial employment as an adjunct librarian through the conclusion of the Spring 2005 semester. To clarify this paragraph, an adjunct librarian who meets the criteria in this paragraph shall have their date of initial employment considered as their date of hire.

## **ARTICLE 5**

### **EVALUATIONS AND OBSERVATIONS**

#### **5.1 Evaluations and Observations**

Adjunct employees shall be evaluated by the Dean (or designee). Evaluations of librarians and adjunct faculty will normally occur on a two year cycle. Multiple methods of evaluation may be implemented for adjunct employees\_including but not limited to goal-based self-evaluation, reverse peer observation, and traditional classroom observation for any modality. The procedures for all methods of evaluation and corresponding instruments will be housed on the Harper Internal Portal (HIP). Modification to the instruments will be done in collaboration with HCAFA.

Individual classroom observations and/or evaluations may be conducted for any modality as determined necessary by the division Dean. The Dean shall inform the adjunct employee in writing of the reason(s) for any additional observations or evaluations.

Individual classroom observations and/or evaluations may be conducted as determined necessary by the division Dean. The Dean shall inform the adjunct employee in writing of the reason(s) for any additional observations or evaluations.

When a written report of an evaluation or observation is prepared, a copy of the written report shall be concurrently provided to the adjunct employee, department chair and division Dean. The adjunct employee shall acknowledge receipt of such copy by signing it for the file but such acknowledgement shall not signify anything other than receipt of the report. Should the adjunct employee refuse to sign the written evaluation/observation, the Dean (or designee) shall write on the written report that the adjunct employee refused to sign, date it and sign their name to the written report. A copy of the written evaluation or of the observation signed by the adjunct employee shall be maintained in the adjunct employee's personnel file in the Human Resources office. An adjunct employee shall have the right to respond to the written evaluation or observation placed in their personnel file by submitting such response in writing within fourteen (14) days of the receipt of the original material. Such response shall be attached to the file copy. As used in this paragraph, "days" shall mean Monday through Friday on days when credit classes are in session.

When a written evaluation of classroom observation is prepared, a copy of this written evaluation shall be discussed with and provided to the adjunct employee within (30) calendar days of the observation whenever possible. The adjunct employee shall receive an electronic copy of this written evaluation at least one day before the scheduled meeting.

The College will collaborate with representative(s) from HCAFA regarding any changes to the evaluation options, procedures or forms.

### **Informal Conferences**

When a Dean has concerns about an adjunct employee based on measures other than observations of instruction, the Dean (or designee) may discuss these concerns with the adjunct employee and suggest strategies to improve performance. Such measures include, but are not limited to, Student Opinionnaires of Instruction (SOIs), verbal or written complaints, and or personal observations. Though SOIs are recognized as helpful tools for professional growth and reflection, SOIs will not be

used as the sole method to evaluate the pedagogical effectiveness of an adjunct employee.

#### **5.1.1 Peer Review Distance Learning Courses**

- a. All distance learning courses shall be subject to a non-evaluative design review based on a schedule established by the college. All faculty who have taught the course under review in a distance learning format at least once in any of the four semesters leading up to the review, shall participate in the review process to maintain eligibility to continue teaching the course in a distance learning format. Peer to peer feedback shall be provided by Peer Reviewers using a Design Review process recommended by the Academy for Teaching Excellence and approved by the Academic Standards Committee. An Institutional list of Peer Reviewers who meet criteria as established by the process will be available in the Academy for Teaching Excellence. Adjunct faculty may be eligible to earn stipends for serving as peer reviewers if requested by the College. Adjunct faculty participating in the review are also eligible to earn the same stipends as full-time faculty for any extended review opportunity that is offered in the semester of the review.

### **ARTICLE 6** **DISCIPLINE**

#### **6.1 Discipline**

The parties recognize the authority of the College to discipline an adjunct employee for documented reasons which reflect an objective and evidence-based investigation. Such reasons will be disclosed to the adjunct employee prior to administration of such discipline. The adjunct employee shall be apprised in writing of the reason(s) for any discipline. The severity of any discipline shall be reasonable and appropriate to the situation.

Except when detrimental to the general welfare of the College, an adjunct employee shall have the opportunity, prior to discipline, to have a conference with the College

and at that time to have an opportunity to review the reason(s) for the discipline and have an opportunity to comment on and/or rebut such reason(s).

At the time any disciplinary action is taken, a copy of the written action shall be provided to the adjunct employee and placed in the official personnel file in the Human Resources Office. The adjunct employee shall acknowledge receipt of such notice by signing it for the file but such acknowledgement shall not signify anything other than receipt of the notice. A statement to this effect shall be printed adjacent to the signature line. A copy of the signed document shall be provided to the adjunct employee concurrent with the document being placed in the official personnel file in the Human Resources office.

The adjunct employee shall have the right to respond to such notice placed in their official personnel file by submitting the response in writing within fifteen (15) days of the filing of such disciplinary notice. Such response shall be attached to the file copy.

As used in the Article, “days” shall mean Monday through Friday on days when credit classes are in session, except where otherwise indicated.

#### **6.1.1 Representation at Meeting**

In the event that an adjunct employee is required to attend a meeting in which the discussion could lead to the adjunct employee being disciplined, they shall have the right to have an HCAFA representative present.

### **ARTICLE 7** **GRIEVANCE PROCEDURES**

#### **7.1 Grievance Definition**

A complaint by (1) an adjunct employee; or (2) a group of adjunct employees; or (3) HCAFA, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.



## **7.2 Grievance Procedure**

### **Informal Resolution Procedure**

The party asserting a grievance shall attempt to resolve the problem through informal communication with the appropriate Dean and Chair/Coordinator. When a cause for complaint occurs, the affected adjunct employee shall request a meeting with the Dean/Director in an effort to resolve the complaint. If the affected adjunct employee is not satisfied with the result of the meeting, they and/or HCAFA may formalize the complaint in writing as provided for in Level 1 of the formal grievance procedure set forth below. The informal resolution process shall be completed no later than twenty (20) days after 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.

### **Formal Grievance Procedure**

**Level 1.** If a complaint is not resolved through the informal resolution procedure, a formal grievance may be submitted in writing by the grievant or HCAFA to the appropriate Dean no later than twenty five (25) days after 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 formal written grievance shall clearly identify the grievant(s), summarize known relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is being requested. The Dean will meet with the grievant and HCAFA representative(s) to review the grievance no later than ten (10) days after receipt of the grievance. The Dean shall provide a written response to the grievant with a copy to HCAFA no later than ten (10) days after the meeting. The response shall include the reasons for the decision.

**Level 2.** If the grievance is not resolved at Level 1, the grievant or HCAFA may refer the grievance to the Provost or designee by filing the grievance in writing no later than ten (10) days after receipt of the response from Level 1 or no later than ten (10) days after the date the Level 1 response was due if no response is filed by the Dean. The Provost or designee will meet with the grievant and HCAFA representative(s) to review the grievance no later than ten (10) days after receipt of the Level 2 filing. Each

party shall have the right to include in its presentation of facts such witnesses as it deems necessary to develop facts pertinent to the grievance. A written response, including reason(s), shall be provided to the grievant with a copy to HCAFA no later than ten (10) days after the Level 2 meeting. If the grievance arises from a decision at the Provost's level, the grievance may be initiated at Level 2, provided such is filed no later than the time limits prescribed in Level 1.

**Level 3.** If the grievance is not resolved at Level 2, the grievant or HCAFA may refer the grievance to the College President or designee by filing the grievance appeal in writing no later than ten (10) days after receipt of the response from Level 2 or no later than ten (10) days after the date the Level 2 response was due if no response is filed by the Provost or designee. The College President or designee will meet with the grievant and HCAFA representative(s) to review the grievance no later than ten (10) days after receipt of the Level 3 filing. Each party shall have the right to include in its presentation of facts such witnesses as it deems necessary to develop facts pertinent to the grievance. A written response, including reason(s), shall be provided to the grievant with a copy to HCAFA no later than ten (10) days after the Level 3 meeting.

**Level 4.** If the grievance is not resolved at Level 3, HCAFA may refer the grievance to binding arbitration by filing the grievance in writing no later than thirty (30) calendar days after receipt of the response from Level 3 or no later than thirty (30) calendar days after the date the Level 3 response was due if no response is filed by the College President or designee.

HCAFA shall promptly request the American Arbitration Association (AAA) to provide a panel of Arbitrators in accordance with the AAA's voluntary labor arbitration procedures and the AAA shall serve as the administrator of the arbitration proceeding.

The authority of the arbitrator shall be strictly limited to whether there has been a violation, misinterpretation, or misapplication of this Agreement. Their authority shall be limited to deciding only the issue or issues presented to them by the College and HCAFA, and their decision must be based solely upon their interpretation of the

meaning or application of the express, relevant language of this Agreement. In making their recommendation, the arbitrator shall not add to or enlarge upon this Agreement, and any remedy, if appropriate, shall conform to Illinois law.

The arbitrator is empowered to include in their award such remedies as shall be within their lawful authority. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the College and HCAFA. 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.

As used in this Article, “days” shall mean Monday through Friday on days when credit classes are in session, except where otherwise indicated.

The failure of the grievant or HCAFA to act on any grievance within the prescribed time limits will act as a bar to any further appeal within the grievance procedure. If the designated representative of the College shall neglect to proceed or render a decision within the time limits, the grievance may be advanced to the next level of the grievance procedure. Time limits, may, however, be extended by mutual written agreement.

Grievance meetings shall be scheduled in an effort to allow for the presence of necessary parties, where practical.

### **7.3 Non-Reprisal**

Neither the College nor HCAFA shall take any reprisals against any adjunct employee as a consequence of the filing of a grievance or participation or nonparticipation in the grievance processing under this Article of the Agreement.

**ARTICLE 8**  
**COMPENSATION**

**8.1 Adjunct Faculty Salary Schedule August 2021 – July 2023**

**Adjunct Faculty Pay Schedule**  
For Fall 2021 thru Summer 2023

**Classroom Instruction Pay Schedule**

	Total # of credit hours earned at Harper	Contact hour rate of pay			
		Master's degree or equivalent	Level II	Master's degree +60 or Doctorate	Level II
Code		1	A	2	B
V	0-64	\$1,127	\$1,183	\$1,139	\$1,196
W	65-129	\$1,176	\$1,235	\$1,187	\$1,246
X	130-194	\$1,223	\$1,284	\$1,236	\$1,298
Y	195-259	\$1,271	\$1,335	\$1,283	\$1,347
Z	260+	\$1,284	\$1,348	\$1,297	\$1,362

August 2022 - July 2023 will be updated at a later date.

4.25% over FY20/21 Rates

Per contract, Level II rates are increased 5% above Level I

1. The above amount will be paid for each contact hour of instruction that is consistent with the number of contact hours assigned to a course.
2. For salary schedule placement, the following will apply:
  - ☐ Any adjunct faculty who were unit eligible prior to August 22, 2016, will retain accumulated credit hours.
  - ☐ Any adjunct faculty who become unit eligible on or after August 22, 2016, will accrue credit hours as set forth above.
  - ☐ Doctorate degrees include but are not limited to DDS, MD, JD, DC, OD, DO, PhD, EdD, DMA and DNP.
3. Progression on the salary schedule to the next higher step will be based on additional preparation in field or total credit hours taught at the College.

4. Salary schedule movement for adjunct faculty will occur at the start of each academic semester, to exclude summer term.
5. The base cell increase with subsequent impact to salary schedule will be increased yearly in August in years 2, 3, 4, and 5 as determined by the Consumer Price Index Urban (CPIU) by a minimum of 1.5% up to a maximum of 3.5%.
6. In year 1 of the extension the base cell increase will be increased by 4.25% and in year two the increase will be determined by the Consumer Price Index Urban (CPIU) by a minimum of 2.25% up to a maximum of 4.0%.
7. Per Article 8.3 of the contract, adjunct faculty may receive Level II status. Such individuals will receive a 5% increase above their current rate of pay for all contact hours worked in an academic semester. Adjunct faculty will not receive the pay increase associated with initial entry into Level II status in the same academic year as a salary schedule movement.
8. A one-time 2.5% adjustment to all current (prior to August 1, 2021) Level II adjuncts will be made retroactively to Fall semester 2021.
9. A one-time longevity stipend of \$300 will be paid to adjunct faculty employed during the Fall 2016 semester and who work either the Spring 2017 or the Fall 2017 academic semester.

## **8.2 Adjunct Librarians Hourly Compensation August 2021 - July 2023**

### **Adjunct Librarians Pay Schedule For Fall 2021 through Summer 2023**

#### **Adjunct Librarians Pay Schedule**

<b>Code</b>	<b>Semester s at Harper</b>	<b>Hourly Rate</b>	<b>Level II (A)</b>
<b>L</b>	0-6	\$47.42	\$49.79
<b>M</b>	7-10	\$49.39	\$51.86
<b>N</b>	11-16	\$51.59	\$54.17
<b>O</b>	17-21	\$53.66	\$56.34
<b>P</b>	22+	\$53.91	\$56.61

August 2022 - July 2023 will be updated at a later date.

4.25% over FY20/21 Rates

Per contract, Level II rates are increased 5% above Level I

1. The above hourly amount will be paid for each clock hour of adjunct librarian work assigned to and worked by an adjunct librarian during the specific academic year.
2. Initial placement of an adjunct librarian on the hourly pay schedule will be determined by the College.
3. Rate progression shall be based on additional academic semesters worked at Harper College in accordance with Article 2.1 of this Agreement, excluding the summer session.
4. Salary schedule movement for adjunct librarians will occur at the start of each academic semester, to exclude summer term.
5. Each adjunct librarian shall submit their weekly hours worked for approval into the College payroll system.
6. The base cell increase with subsequent impact to the hourly compensation schedule will be increased yearly in August in years 2, 3, 4, and 5 as determined by the Consumer Price Index Urban (CPIU) by a minimum of 1.5% up to a maximum of 3.5%.
7. In year 1 of the extension the base cell increase will be increased by 4.25% and in year two the increase will be determined by the Consumer Price Index Urban (CPIU) by a minimum of 2.25% up to a maximum of 4.0%
8. Per Article 8.3 of the contract, adjunct librarians may receive Level II status. Such individuals will receive a 5% increase above their current hourly rate of pay. Adjunct librarians will not receive the pay increase associated with initial entry into Level II status in the same academic year as a salary schedule movement.
9. A one-time 2.5% adjustment to all current (prior to August 1, 2021) Level II adjuncts will be made retroactively to Fall semester 2021.
10. A one-time longevity stipend of \$300 will be paid to each adjunct librarian/counselor employed during the Fall 2016 semester and who works either the Spring 2017 or the Fall 2017 academic semester.

### **8.3 Adjunct Employee Engagement Program/Level II Adjunct Employees**

1. The College supports and benefits from adjunct employees who are involved in internal professional development and college service. The Level II Adjunct Faculty Engagement Program is designed to recognize adjunct employees who complete a body of work in these areas. The process and procedures for the Level II Adjunct Faculty Engagement Program are developed in collaboration with the College and HCAFA and documented on the Academy for Teaching Excellence website. If an adjunct faculty member completes all program requirements and earns the Level II designation based on achievement of the minimum average committee score, the College will provide the following incentives for a period of three years:
  - a. Increased compensation per contact hour as defined in Articles 8.1 and 8.2
  - b. Priority in course assignment as defined in Article 4.6
  - c. A phone interview for a posted full-time faculty position for which the adjunct employee is qualified.
2. To continue to maintain Level II status beyond the initial three-year period, the adjunct employee must continue to engage in professional development and/or college service as indicated on the renewal documents maintained on the Academy for Teaching Excellence website. Renewal applications must be submitted by November 1<sup>st</sup> of the sixth semester (typically Fall) after receiving the Level II designation and by November 1<sup>st</sup> of the sixth semester (typically Fall) following each renewal. Adjunct faculty whose renewal applications are approved will receive a \$500 stipend. Should a renewal application not be submitted by the deadline or approved by the Office of the Provost, the adjunct faculty member will lose their Level II designation and corresponding benefits and need to re-apply for a future cohort should they wish to become a candidate again.
3. The annual cohort for new Level II candidates will be limited to 12 adjunct employees with the procedures for selection outlined on the Academy for Teaching Excellence website. Disciplinary action as described in Article 6 of the Adjunct Faculty Agreement may result in the reduction of course load / priority of course assignment for Level II adjunct faculty.

4. If the division dean identifies concerns about a Level II adjunct faculty member's instructional performance, they may ask that Level II adjunct faculty member to develop an improvement plan. This may be done in collaboration with the Academy for Teaching Excellence through a Teaching Consultation using goals agreed to by the division dean. Should the adjunct faculty member not execute this improvement plan and demonstrate improvement in the agreed upon time frame as determined by the division dean, one form of discipline may be the loss of their Level II designation and the need to reapply in a future year to become a Level II candidate.
5. All Level II Program processes, procedures, documents, and rubrics are hosted on the Academy for Teaching Excellence website. Modifications may be made with mutual agreement of the College and HCAFA after the annual program evaluation.

#### **8.4 Substitute Pay**

An adjunct faculty member who substitute teaches shall be paid at forty dollars (\$40) per fifty (50) minute class period. No person shall be paid extra for teaching two sections at the same hour, nor shall they be required to do so.

#### **8.5 Independent Study**

An adjunct faculty member shall be eligible for an independent study assignment at the discretion of the Dean. Reimbursement shall be at the rate of forty-five dollars (\$45) per credit hour generated. An adjunct faculty member may not contract to work with more than four (4) students during any Fall or Spring semester.

#### **8.6 Internships**

An adjunct employee, covered by this Agreement, who is assigned to supervise students in internship experiences (which includes such student experiences as practicums, field placements, work study, externships, and cooperative work experiences) shall be compensated at the rate of one-fourth (1/4) contact hour per student to a maximum of nine (9) contact hours per semester.



### **8.7 Online or Blended Course Development and Teaching**

When an adjunct employee develops an online course at the request of the Dean, the adjunct employee shall be compensated for the development of the class at the rate of \$2,500 per course.

Compensation will be paid after the course design review and prior to teaching the course for the first time. Approval will be provided by the Associate Dean of the Academy for Teaching Excellence or designee. The course may not be taught without this approval.

After compensation for the course development has been received, the course becomes the property of the College. The College property does not include material which is the intellectual property of the adjunct employee.

The adjunct employee agrees that for the first two semesters following course development, if requested by the Dean, they will teach at least one section of the online class.

#### **8.7.1 First Time Developing or Teaching Online/Blended Course**

Adjunct employees who have not taught online at the College previously must complete one of the approved professional development courses offered through the Academy for Teaching Excellence prior to developing or teaching a new online/blended course for the first time. The Associate Dean of the Academy for Teaching Excellence may accept completion of an alternative training program if the adjunct employee produces evidence of having completed related training or coursework through a different institution of higher education or organization.

#### **8.7.2 Evaluation of Online or Blended Courses** (Refer to Article 5.1.1.)

### **8.8 Institutional Meetings and Non-Instructional Meetings or Duties**

### **Adjunct Faculty**

Adjunct faculty are welcome to attend departmental and institutional meetings, professional development activities and other committee meetings, as appropriate. When attendance at such meetings is mandated by the Dean, adjunct faculty will be reimbursed at the rate of twenty-five dollars (\$25) for each clock hour of attendance, rounded to the nearest half hour.

Adjunct faculty approved by the Dean to participate in College registration and/or testing programs or who perform other non-teaching duties shall be compensated at the rate of twenty-five dollars (\$25) for each clock hour of work, rounded to the nearest half hour.

### **Adjunct Librarians**

Adjunct librarians are welcome to attend institutional meetings, professional development activities and other committee meetings, as appropriate. In the event that adjunct librarians are required by the Dean/Director to attend a mandatory meeting, they shall be paid at their current hourly rate of pay.

### **8.9 Large Lecture Enrollment**

Adjunct faculty assigned to large lecture instruction will be given additional compensation for the planning and preparation of instructional materials and the coordination of discussion and laboratory co-requisite sections. Compensation will be given as described below:

1. Lecture sections with enrollments from forty-five (45) to fifty-nine (59) and a minimum of two (2) discussions or laboratory co-requisite sections, will be given one (1) hour toward work load.
2. Lecture sections 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.
3. Lecture sections with enrollments greater than ninety (90) and a minimum of four (4) co-requisite sections will be given three (3) hours toward workload.

4. 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.
5. Lecture sections having no co-requisite sections and a minimum of two (2) contact hours with an enrollment from seventy-five (75) to one hundred four (104) will be given two (2) hours toward workload.
6. Lecture sections having no co-requisite sections and a minimum of two (2) contact hours with an enrollment from one hundred five (105) to one hundred thirty-four (134) will be given three (3) hours toward workload.
7. Lecture sections having no co-requisite sections and a minimum of two (2) contact hours with an enrollment greater than one hundred thirty four (134) will be given four (4) hours toward workload.

Adjunct faculty shall not sign students into their course sections above the published course capacity to increase their compensation for such class.

The number of students as described in this section will be determined on the first day that the class meets.

#### **8.10 Compensation for Cancelled Classes**

The College recognizes that a class contingently assigned but then withdrawn from an adjunct faculty member may be a class for which the adjunct faculty member has prepared. Therefore, if within two (2) calendar days or fewer before the first day of the class an adjunct faculty member's contingently assigned class is cancelled or reassigned and if a replacement assignment is not offered to the adjunct faculty member, the College will pay the adjunct faculty member a fifty dollar (\$50) stipend for the withdrawn class. When the withdrawn class results in the adjunct faculty member not receiving any assignment for the semester, the stipend will be increased to two hundred fifty dollars (\$250). This section applies to Fall and Spring academic semesters and summer term.

### **8.11 Stacked Classes**

Stacked classes combine courses that may otherwise be cancelled due to low enrollment. Classes are stacked in order to provide students with opportunities to take courses that otherwise the College could not offer.

Adjunct faculty with a stacked course assignment may teach standards and lessons for more than one course, even though the stacked classes meet as one whole.

When an adjunct faculty member is assigned a stacked class, they will be paid commensurate with the course with the largest contact hours. They will be credited with the credit hours assigned for the course with the most credit for purposes of salary movement. Adjunct faculty members will be paid a stipend of two hundred dollars (\$200) for teaching a stacked class.

Adjunct faculty have right to decline the option of teaching a stacked course.

### **8.12 Summer Classes**

An adjunct faculty member assigned to teach a summer class shall be compensated at the rate of pay received for a class taught during the previous academic semester.

### **8.13 SURS Return to Work**

1. Any adjunct employee who retired under the State University Retirement System (SURS) on or prior to August 15, 2013, excluding those mentioned in Paragraph 4 below, is designated a "Legacy" adjunct employee and is eligible to teach a maximum of one course per academic semester as long as the sum total of their academic year (September 1 through August 31) compensation does not exceed 35% of the individual's highest rate of SURS earnings prior to their retirement. In addition, the adjunct employee agrees that Harper College will be the "legacy" adjunct employee's sole SURS-Institution Member employer. A "Legacy" adjunct employee who is projected to exceed 35% of their highest rate of earnings prior

to retirement shall be limited to a maximum of one course per academic year. All course assignments shall be consistent with Article 4.6, Assignments.

2. “Legacy” annuitants continuing their employment eligibility with Harper College will be required to annually certify they are not employed nor will they seek employment with another SURS-Institution Member employer during their active employment eligibility with Harper College.
3. Any current or future adjunct employee who retires under SURS after August 13, 2013 will not be eligible nor have any expectation of employment now or in the future with Harper College.
4. Under 40 ILCS 5/15-139.5/PA 97-0968 SURS Return-to-Work Act the following are exempted:
  - a. Those retirees who have received a “lump sum” retirement distribution;
  - b. Those retirees who participate in the SURS Self-Managed Plan (SMP);
  - c. Previously retired annuitants who have suspended their annuity distributions in order to return to active status within SURS.

## **ARTICLE 9**

### **BENEFITS**

#### **9.1 Paid Leave**

The College recognizes that there are times when adjunct employees will need to take leave for circumstances beyond their control.

Paid leave is available to adjunct employees provided the days of leave fall on the employee’s regularly scheduled work days. Notification of absence must be provided to the appropriate Dean or designee at least two (2) hours prior to the start of the assignment (class or librarians hours) for assignments which start before four o’clock p.m. (4:00 p.m.) and at least three (3) hours prior to assignments which start after four o’clock pm (4:00 p.m.) that day. When the dates of an absence are known

in advance, the adjunct employee will provide at least one week notice to their Dean or designee, when possible. Failure to notify according to this procedure, except in a documented emergency, will result in loss of compensation for that day.

After paid leave benefits are utilized, paid leave must be reported to the division office by submitting the Absence Report.

Should an adjunct employee's absences exceed the available days of paid leave, the adjunct employee's pay will be adjusted based upon the individual adjunct faculty member's contact hour pay rate for classes missed or hourly rate for librarians hours missed.

### **Adjunct Faculty**

Personal paid leave shall be taken in one-half (1/2) day increments. For example, if an adjunct faculty member is not absent from all of their classes, then any portion of a day missed will count as a one-half (1/2) day absence.

- Example 1: An adjunct faculty member misses one of their two classes on a given day. This will count as a half (1/2) day of paid leave.
- Example 2: An adjunct faculty member misses one or two of their three classes on a given day. This will count as a half (1/2) day of paid leave.

#### **1. Sick Leave**

- a. Adjunct faculty shall have the right to utilize sick leave because of personal illness or disability or because of a medical emergency which confronts the adjunct faculty member's immediate family. Adjunct faculty members' immediate family is defined as natural or step-parents, spouse or domestic partner, children (or any child that the employee is acting in loco parentis), brother, sister, grandchildren, grandparents, or in-laws (to include brothers, sisters, and parents).
- b. Each adjunct faculty member is allowed one (1) non-cumulative work day absence each semester without loss of pay for sick leave.
- c. When paid sick leave is taken, the medical reason need not be disclosed.

d. Sick Leave in Summer

- Each adjunct faculty member who teaches three (3) or more credit hours in the summer term shall be allowed one (1) non-cumulative work day absence for illness during the summer term. When paid sick leave is taken, the medical reason need not be disclosed.

2. Personal Leave

- a. Each adjunct faculty member is allowed one (1) non-cumulative work day absence each semester without loss of pay for personal leave.
- b. When paid leave is taken, the reason need not be disclosed.

**Adjunct Librarians**

1. Adjunct librarians shall have the right to utilize paid leave under the following circumstances:
  - a. Personal illness or disability or because of a medical emergency which confronts the adjunct librarian's immediate family. An adjunct librarian's immediate family is defined as natural or stepparents, spouse or domestic partner, children (or any child that the employee is acting in loco parentis), brother, sister, grandchildren, grandparents, or in-laws (to include brothers, sisters, and parents). When paid leave is used for illness, the medical reason need not be disclosed.
  - b. Personal leave. When personal leave is used for illness, the medical reason need not be disclosed.
2. An adjunct librarian shall accrue paid leave at a rate of five percent (5%) of hours worked.
3. This paid leave can be used for sick leave or up to seven (7) hours may be used for personal leave each semester. Up to a maximum of seven (7) hours of paid leave may be carried forward by adjunct librarians into the next consecutive semester or summer term.
4. Personal leave requires pre-approval from the immediate supervisor with a minimum of one (1) week advance notice, when possible.

### **9.1.1 Special Circumstance Leave**

1. When all allotted paid leave days are used for circumstances beyond an adjunct employee's control, they can seek approval from their Dean for an additional day to use for a religious holiday, personal illness, or bereavement of an immediate family member provided the days fall on the adjunct employee's regularly scheduled workdays.
2. When special circumstances leave is approved for purposes of bereavement, family is defined as parent (step-parents, adoptive parent, foster parent or parent in-law), spouse or domestic partner, children (or any child that the employee is acting in loco parentis), sibling (step-sibling, adoptive-sibling, or foster-sibling), aunt, uncle, niece, nephew, grandchildren, grandparents or current in-laws (to include son, daughter, brother, sister, and parent).
3. When special circumstances leave is approved for purposes of illness, immediate family is defined as qualified dependents or family members living in the adjunct employee's home for which they are the primary caregiver. In the case of an extended illness, an adjunct employee may seek approval of their Dean for up to one (1) calendar week absence. The College may request documentation for such leave.

### **9.2 Professional Development**

Adjunct employees may submit pre-approved, non-taxable reimbursement requests for professional development activities that occur during Fall or Spring semesters of the same fiscal year. If an adjunct employee has an assignment during the Spring semester, they may request (prior to the end of the Spring semester) reimbursement for pre-approved professional development which occurs during the summer term. Professional development activities must be specific to the adjunct employee's assignment at Harper.

To obtain reimbursement, adjunct employees must receive pre-approval for all professional development expenditures from the Dean (or designee) and Provost (or designee). Professional development activities eligible for pre-approval include, but



are not limited to: books, including electronic downloads; professional travel; tuition and fees for workshops, seminars, and college credit courses; expenses related to conferences; professional journals; and memberships in professional organizations (which may include online access to journals). The College does not reimburse for teaching supplies or materials normally provided by the division or any digital hardware or software programs.

Pre-approval must be requested prior to incurring any expenses. Reimbursement of expenses incurred between the initial request to the Dean and receipt of final approval will be at the discretion of the Dean (or designee) or Provost (or designee).

The maximum reimbursement to any individual adjunct employee will generally be a total of four hundred dollars (\$400) for the year. Reimbursement requests can be made in one submission or multiple submissions. If the four hundred dollar (\$400) reimbursement has been reached or the adjunct employee's request exceeds that amount, the adjunct employee may petition the appropriate Dean for additional funds in excess of the four hundred dollars (\$400).

The College will make available a pool of thirty thousand dollars (\$30,000) each fiscal year for the purpose of reimbursing approved professional development. The dollar amount and percentage available in the pool will be posted on the website three (3) business days after any given payroll.

When only 5% of the pool remains, no more pre-approvals will be made, but all preapprovals given prior to that date will be honored. If the total amount awarded to adjunct employees in a fiscal year is more than the contracted amount, the excess will be deducted from the total allocation for the next fiscal year. If the agreed upon percentage is reached and preapprovals are cut off and the total expenditures for the year do not reach the contract total because preapprovals were cut off, then the amount not allocated will be added to the total for next year.

Submission for reimbursement must occur before the dates of February 10 for the Fall semester, May 31 for the Spring semester, and August 31 for summer term.

### **9.3 Jury Duty and Subpoenas**

The College recognizes that jury duty is a civic obligation. All adjunct employees called or subpoenaed to serve as jurors or witnesses during any 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 any paid leave. All adjunct employees called or subpoenaed to serve as jurors or witnesses will notify the appropriate supervisor as soon as possible.

### **9.4 Tuition Waiver**

Adjunct employees covered by this Agreement shall be eligible to enroll in one (1) credit course offered by the College each semester, without tuition charge under the tuition waiver guidelines established by the College. The participation of such adjunct employees in any course shall not permit such course to be conducted if it would otherwise be terminated for lack of sufficient paid enrollment.

### **9.5 Tax-Sheltered Annuity**

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

### **9.6 State Universities Retirement System**

An adjunct employee covered by this Agreement shall participate in and be covered by the benefits of the State Universities Retirement System (SURS).

**ARTICLE 10**  
**PRECEDENCE OF AGREEMENT**

**10.1 Savings Clause**

In the event that any Article, paragraph, section or sub-section of this Agreement shall be held invalid and unenforceable by the Illinois Educational Labor Relations Board (IELRB) or any court of competent jurisdiction, or by any change in any subsequently enacted federal or state legislation which would prohibit or nullify any section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific section, sub-section or portion thereof specified by the IELRB or Court decision, or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect.

**10.2 No Strike/No Lockout**

During the term of this Agreement and any extension thereof, neither HCAFA nor any member of the bargaining unit shall engage in, authorize or instigate any strike or other illegal concerted activity (sympathy strike, work stoppage, or withholding of services) directed against the College.

During the term of this agreement and any extension thereof, the College shall not engage in a lockout of HCAFA bargaining unit members.

Harper College is committed to maintaining an environment for its students and employees which is free from violence, aggressions, intimidation, harassment and sexual harassment of any sort from other students and employees as well as outside parties, including visitors to the College, vendors and those having no legitimate purpose to be on the College's campus.

In the event of a labor dispute involving any other labor group, the College shall take appropriate action to provide safe access and egress for adjunct employees.

### **10.3 Entire Agreement**

This Agreement constitutes the complete and entire Agreement between the parties. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The terms and conditions set forth in this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written amendment to this Agreement.

### **10.4 Duration of Agreement**

This Agreement shall be effective on the date of its execution by both parties or as otherwise specifically indicated in this Agreement and shall remain in full force and effect through 11:59 p.m. on the day prior to adjunct employees reporting for work for the 2023/2024 academic year.

Agreed to, signed and entered into this 15<sup>th</sup> day of DECEMBER, 2021

**BOARD OF TRUSTEES  
COMMUNITY COLLEGE  
DISTRICT 512  
WILLIAM RAINEY HARPER COLLEGE**

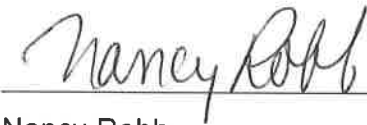
**HARPER COLLEGE ADJUNCT  
FACULTY ASSOCIATION,  
IEA-NEA**



Pat Stack  
CHAIR



Robert Allare  
PRESIDENT



Nancy Robb  
SECRETARY

### **Memo of Agreement**

The parties agree to continue to discuss unit and college interests in Articles 2.1, Recognition, 2.2, Maintenance of Inclusion (MOI) and Article 5.1, Evaluation and Observation. Discussions will be part of HCAFA/College Relationship Meetings with any work completed in advance of the expiration of this negotiated and extended CBA (August 2023).

### **Memo of Agreement**

The parties agree that as a condition of employment all current adjunct-faculty members must complete the College's introductory Diversity, Inclusion and Equity (DEI) online training program before January 1, 2023.

## Memorandum of Understanding

The Union recognizes that the College utilizes a unique way to meet the needs of our students through its "stacked course" credit course offerings. "Stacked courses" are credit courses that are critically needed to finish or complete a sequence, degree or program. The offerings combine requisite courses that may otherwise be low-enrolled in order to provide students opportunities to meet credential requirements in their programs of study.

During the most recent collective-bargaining negotiations, "stacked courses" were discussed as they relate to compensation for credit courses taught by adjunct faculty in this format. While no direct conversation included or excluded the consideration of AED courses as "stacked courses" for the purposes of compensation, the parties subsequently agree that "non-degree credit" courses, to include Adult Education courses, are not considered "stacked courses" for purposes of compensation.

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

BOARD OF TRUSTEES  
COMMUNITY COLLEGE  
DISTRICT 512  
WILLIAM RAINEY HARPER COLLEGE

  
Greg Dowell  
Chair

  
Nancy Robb  
Secretary

HARPER COLLEGE ADJUNCT  
FACULTY ASSOCIATION,  
IEA-NEA

  
Charmian Tashjian  
President



Memo of Agreement (MOA)  
March 16, 2020

In response to the Governor's recent declaration of a state of emergency for the COVID-19 virus outbreak, it is agreed to by the Board and the collective-bargaining unit that we will collaborate and work together to continue the operation of the college with the safety and security of our students and employees foremost. While it is most likely that all developing situations that impact employment may not currently be covered by our collective-bargaining agreement language, we agree as partners to communicate openly and regularly about the needs of the college and the impacts on our employees. We anticipate that this emergency may require modification to employee work schedules, work assignments, responsibilities and expectations, and assignment location.

The parties have engaged in mid-term discussions and reached the following mutual agreements regarding the College's COVID-19 emergency plan:

- Agreements in this MOA do not modify any provisions in the applicable CBA.
- Agreements will expire once the COVID-19 virus emergency has been lifted by the college

3-25-2020

Date



Unit President



College President

## SETTLEMENT AGREEMENT

**THIS SETTLEMENT AGREEMENT** (the "Agreement") is entered into this 13<sup>th</sup> day of January, 2020 between William Rainey Harper College (the "College") and the Harper Adjunct Faculty Association, IEA-NEA (the "Union").

### **WITNESSETH**

**WHEREAS**, the Union is the exclusive bargaining representative for the College's adjunct employees, including faculty, librarians, and counselors;

**WHEREAS**, the College and the Union are parties to a Collective Bargaining Agreement ("CBA"), which is effective through the day prior to employees reporting to work for the 2021-2022 academic year;

**WHEREAS**, on January 7, 2019, the Union filed an Unfair Labor Practice ("ULP") Charge (Case No. 2019-CA-0029-C) with the Illinois Educational Labor Relations Board ("IELRB"), alleging the College unilaterally eliminated employee parking spaces in violation of the Illinois Educational Labor Relations Act (the "Act");

**WHEREAS**, the parties seek to resolve the ULP Charge and waive and release any claims related to the Charge, and seek to avoid further litigation, costs, and legal fees;

**NOW, THEREFORE**, in consideration of the mutual covenants and understandings herein, the parties agree to the following settlement terms:

1. **Addition of Parking Spaces**

The College agrees to add a total of sixty-five (65) employee parking spaces on campus, to be distributed as follows:

- **Lot #2:** Single row of approximately twenty-three (23) spaces adjacent to the east side of Harper College Drive between Kris Howard Drive and Parking Lot 2A, not including the Visitor spaces.
- **Lot #5:** Approximately eighteen (18) spaces in a double row island on the northeasternmost end of Parking Lot 5. This set of spaces is the first double row nearest the entrance drive that accesses Parking Lots 5 and 6.
- **Lot #6:** Single row of approximately twenty-four (24) spaces on the northernmost end of Parking Lot 6, nearest the Parking Garage.

The parties agree that the above distribution of the parking spaces is a current estimate and may vary based on operational needs. The parties agree that the sixty-five (65) parking spaces will be added to the above lots in Summer of 2020.

**2. ULP Withdrawal**

Based upon the College's agreement as set forth in Paragraph 1 above, the Union agrees to file a written request with the IELRB for withdrawal of the ULP Charge upon execution of this Agreement.

**3. Waiver and Release of Claims**

The Union agrees to release and forever discharge the College, its Board members, employees, officers, representatives, and successors from all lawsuits, claims, demands, charges, grievances, damages, fees, costs, and causes of action arising out of or relating to this ULP Charge as of the date of execution of this Agreement.

**4. Non-Admission of Liability**

This Agreement is entered into solely for the purpose of settling the ULP Charge, and shall not be construed as an admission by the College or the Union of any violation of the CBA, the Act, or any other local, state, or federal law, nor be construed as an interpretation of any provision of the parties' CBA.

**5. Non-Precedential Agreement**

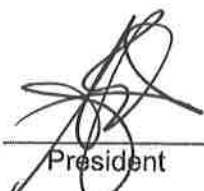
The College and the Union agree that this Agreement is entirely non-precedential and shall not constitute binding precedent for the College or the Union in relation to their respective positions concerning the existing CBA.

**6. Entire Agreement**

This Agreement sets forth all the promises, agreements, conditions, and understandings between the parties related to the subject matter hereof and there are no promises, agreements, or understandings, either oral or written, expressed or implied, between them other than as herein set forth.

**IN WITNESS WHEREOF**, the College and the Union have caused this Settlement Agreement to be executed by the signatures of their authorized representatives as set forth below.

**William Rainey Harper College**

By:   
\_\_\_\_\_  
President

Date: 1-13-2020

**Harper Adjunct Faculty Association,  
IEA-NEA**

By:   
\_\_\_\_\_  
President

Date: January 7, 2020

## Adjunct Faculty Pay Schedule

For Fall 2021 thru Summer 2022

### Classroom Instruction Pay Schedule

	Total # of credit hours earned at Harper	Contact hour rate of pay			
		Master's degree or equivalent	Level II	Master's degree +60 or Doctorate	Level II
Code		1	A	2	B
V	0-64	\$1,127	\$1,183	\$1,139	\$1,196
W	65-129	\$1,176	\$1,235	\$1,187	\$1,246
X	130-194	\$1,223	\$1,284	\$1,236	\$1,298
Y	195-259	\$1,271	\$1,335	\$1,283	\$1,347
Z	260+	\$1,284	\$1,348	\$1,297	\$1,362

### Hourly Adjunct (Counselors/Librarians)

Code	Semesters at Harper	Hourly Rate (1)	Level II (2)
L	0-6	\$47.42	\$49.79
M	7-10	\$49.39	\$51.86
N	11-16	\$51.59	\$54.17
O	17-21	\$53.66	\$56.34
P	22+	\$53.91	\$56.61

## **MEMORANDUM OF UNDERSTANDING**

### **COVID-19 SPECIAL SICK LEAVE PLAN**

#### **1. Interim Plan Purpose**

This is an emergency plan implementing leave provisions during the current surge in the COVID-19 pandemic prioritizing the health and safety of the Harper College community. This plan establishes standards for the continued pay of up to five days without the use of individual sick leave benefits.

#### **2. Scope**

This plan applies to all full and part time Harper employees including Faculty and Adjunct Faculty, Professional Technical, Police (ICOPS), Facilities IEA-NEA, Administrators, Supervisory/Management, Classified, Temporary, Contingent, Student Workers.

#### **3. Covid-19 Special Sick Leave Use**

All full and part time Harper employees including Faculty and Adjunct Faculty, Professional Technical, Police (ICOPS), Facilities IEA-NEA, Administrators, Supervisory/Management, Classified, Temporary, Contingent, Student Workers who:

- Test positive for Covid-19 is eligible to take up to five Covid-19 Special Sick Leave Days without charging their individual sick time allotment if they are too sick to work remotely or because of their job function, are unable to work remotely. This leave will be applied to the scheduled working hours in the first 5 calendar days of the required quarantine period. Employees will be required to provide documentation of a positive test result to Angela Bowling or appropriate HR designee.

Essential Employees only (those who are required to work on campus and are not able to fulfill their duties in a remote capacity) who:

- Have been defined as a close contact of an individual who is Covid positive and are subject to quarantine requirements per the CDC – are eligible to take up to five Covid-19 Special Sick Leave Days without charging their individual sick time allotment. This leave will be applied to the scheduled working hours in the first 5 calendar days of the required quarantine period. Close Contact, as defined by the CDC is someone who has been within 6 feet of a Covid positive person for 15 minutes or more.

The use of COVID-19 Special Sick Leave is only available to be claimed between January 3, 2022 – March 31, 2022, for the reasons designated above. COVID-19 Special Sick leave does not accrue, may not be used for any other purpose, and may not be rolled-over. This plan expires on April 1, 2022.


Non-Precedential Effect

This MOU is non-precedential and not binding or enforceable after March 31, 2022, unless extended by mutual agreement of the Parties.


Effect of Agreement


This MOU shall not modify, amend, or supersede the terms or conditions set forth in any of the Parties' collective bargaining agreements.

This MOU is agreed to and authorized by the signatures of the Parties' representatives as set forth below.

  
\_\_\_\_\_  
Dr. Avis Proctor  
President

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Robert Allare  
President, Adjunct Faculty

  
\_\_\_\_\_  
Date