

2006-2010

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
LIBRARIANS AND COUNSELORS**

Spring, 2007

TABLE OF CONTENTS

INTRODUCTION		
ARTICLE 1.1	Recognition and Eligibility	1
ARTICLE 1.2	Maintenance of Inclusion	2
ARTICLE 1.3	Re-eligibility	2
ARTICLE 1.4	Unit Semester Listing	2
ARTICLE 2.1	Professional Standards and Freedoms	3
ARTICLE 2.2	Non-Discrimination	4
ARTICLE 2.3	Intellectual Property and Copyrights	4
ARTICLE 2.4	Board Rights	4
ARTICLE 3.1.A	Meeting Space for the Association	5
ARTICLE 3.1.B	Association Bulletin Board	5
ARTICLE 3.1.C	Association Use of Inter-Department Mail System	5
ARTICLE 3.2	Fair Share	6
ARTICLE 3.3	Membership Dues Deduction	7
ARTICLE 3.4	Association/College Meeting	8
ARTICLE 3.5	Notice of Board Meetings	8
ARTICLE 3.6	Date of Hire	8
ARTICLE 4.1	Handbook	9
ARTICLE 4.2	Office Space, Telephones, and Keys	9
ARTICLE 4.3	Copying	9
ARTICLE 4.4	Secretarial Services	9
ARTICLE 4.5	Personal Paid Leave	10
ARTICLE 5.1	Access to Personnel Files	10

ARTICLE 6.1	Grievance Definition	11
ARTICLE 6.2	Grievance Procedure	11
ARTICLE 6.3	Non-Reprisal	14
ARTICLE 7.1	Discipline	14
ARTICLE 7.2	Representation at Meeting	15
ARTICLE 7.3	Pre-Disciplinary Meeting	15
ARTICLE 8.1	Evaluation System	15
ARTICLE 8.2	Work Assignment	16
ARTICLE 9.1	Hourly Compensation	17
ARTICLE 9.2	Institutional Meetings	18
ARTICLE 9.3	Professional Development	18
ARTICLE 9.4	Tuition Waiver	18
ARTICLE 9.5	State Universities Retirement System	19
ARTICLE 9.6	Tax-Sheltered Annuity	19
ARTICLE 9.7	Printing of Agreement	19
ARTICLE 10.1	Savings Clause	19
ARTICLE 10.2	No Strike	20
ARTICLE 10.3	Entire Agreement	20
ARTICLE 10.4	Duration of Agreement	21
Side Letter #1	22
Side Letter # 2	23

INTRODUCTION

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 the Harper College Adjunct Faculty Association, IEA-NEA, hereinafter referred to as the "Association," as the exclusive collective bargaining representative for the adjunct librarian and adjunct counselor employees in the bargaining unit as defined herein.

ARTICLE I

1.1 Recognition and Eligibility

The College recognizes the Association as the exclusive bargaining representative for a unit of adjunct faculty librarian and adjunct faculty counselor employees as follows:

All adjunct librarians and adjunct counselors currently employed at William Rainey Harper College who are assigned to work a minimum of ten (10) hours per week, on average, for at least four (4) consecutive academic semesters, excluding the summer term, and who are not currently in an existing bargaining unit; provided, however, that any adjunct librarians or adjunct counselors who satisfy the four (4) consecutive academic semester requirement as of the Fall 2004 semester, regardless of their average weekly work hours, shall be eligible for bargaining unit inclusion.

Bargaining unit eligibility shall commence at the beginning of the fourth consecutive academic semester in which the adjunct librarian or adjunct counselor is assigned to work at least ten (10) hours per week, on average, excluding the summer term.

Excluded from the unit are all adjunct librarians and adjunct counselors who do not meet the bargaining unit eligibility criteria set forth above. All administrators, full-

time faculty, professional-technical employees, classified employees, custodial-maintenance and roads and grounds employees, public safety employees, retired administrators and retired faculty; and excluding any short-term employees, supervisory employees, confidential employees, managerial employees, students, and any other employees excluded under Section 2 of the Illinois Educational Labor Relations Act.

1.2. Maintenance of Inclusion

An adjunct librarian or adjunct counselor who qualifies for initial bargaining unit inclusion but who subsequently fails to meet the eligibility criteria set forth in Article 1.1 because he/she was 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 ten (10) hours per week, on average. In such event, the College shall make a reasonable effort to assign an adjunct librarian or adjunct counselor with at least a ten (10) hour per week assignment, on average, for the current semester.

Failure to satisfy the eligibility criteria in Article 1.2 for the next consecutive academic semester, excluding the summer term, will result in removal from the bargaining unit.

1.3 Re-eligibility

An adjunct librarian or adjunct counselor who is removed from the bargaining unit because he/she does not meet the eligibility criteria set forth in Article 1.1 or 1.2 will re-qualify for eligibility in the unit only after satisfying the eligibility criteria set forth in Article 1.1.

1.4 Unit Semester Listing

The College will determine unit membership information each September and January based upon criteria set forth in this Article and adjunct librarians and adjunct counselors will be included or excluded from the unit based upon the College's

determination. The College will notify the Association of the unit determination by September 30th for the Fall semester and January 31st for the Spring semester.

ARTICLE II

2.1 Professional Standards and Freedoms

Institutions of higher education including the library and counselors' offices and the classroom exist for the common good and not to further the interest of either the individual librarian/counselor or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Adjunct librarians and adjunct counselors are entitled to freedom in the library, counselors' offices and classrooms in discussing subject matter related to their discipline, but they should not introduce into their discussions controversial subjects that have no relation to their discipline.

College adjunct librarians and adjunct counselors are members of a learned profession and employees of an educational institution and their special position in the community imposes special obligations. As scholars and employees, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others and make every effort to indicate that they are not speaking for the institution.

The Association and the College endorse the American Library Association Code of Ethics and the American Counseling Association Code of Ethics and Standards of Practice. Each adjunct librarian and adjunct counselor 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.

2.2 Non-Discrimination

The College agrees there shall be no discrimination against any adjunct librarian or adjunct counselor because of Association membership. The parties likewise acknowledge the right of any adjunct librarian or adjunct counselor not to become a member of the Association.

2.3 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).

Each adjunct librarian and adjunct counselor will adhere to College policy and procedures and applicable state and federal legislation in the development and use of all materials pertinent to their profession.

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

An adjunct librarian or adjunct counselor has the right to consult with the Association or counsel of his/her choosing.

2.4 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 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 librarians or adjunct

counselors, and the direction of adjunct librarians or adjunct counselors. 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, whether or not such authority and powers were exercised by the College prior to the execution of this Agreement.

ARTICLE III

3.1.A Meeting Space for the Association

The Association may utilize College meeting room facilities, except those already set up for an anticipated use, to meet with employees covered under this Agreement during non-working hours, provided the Association shall promptly reimburse 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. The Association shall advise the College designee of the day and time that these meetings will take place.

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

3.1.B Association Bulletin Board

The Association shall be provided with bulletin board space for the posting of notices and materials relating to official Association activities. Such materials shall be identified with the name of the Association 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 endorsements of candidates for political office (other than offices of the Association).

3.1.C Association Use of Inter-Department Mail System

The College shall permit the Association to distribute official Association materials to adjunct librarians and adjunct counselors through the College mail service subject to College regulations. This authorization shall terminate 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.

3.2 Fair Share

Beginning in the Fall 2008, a fair share fee shall be assessed on all Association eligible adjunct librarians and adjunct counselors newly hired beginning in the Spring, 2007 semester if the Association can certify that at least fifty-one percent (51%) of the eligible members have paid Association dues for the 2007-2008 school year. Should the Association be unable to certify the required number of dues paying members in 2007-2008, the College agrees to implement Fair Share in any subsequent Fall that the Association can certify that dues paying membership is at least fifty-one (51%) percent of the eligible members for the prior school year. Employees newly hired in the Spring, 2007 shall be required to maintain membership in the Association or to pay fair share whenever they become eligible and Fair Share has been implemented. Any employee who had been employed by the College prior to the Spring 2007 semester, had a break in employment and was subsequently rehired during or after Spring 2007 shall be required to maintain membership in the Association or to pay Fair Share whenever they become eligible and Fair Share has been implemented.

The amount of the fee shall be certified to the Board by the Association, and fair share deductions shall be made at the same time and in the same manner as membership dues deductions under Article 3.3. The Association shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Association, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. Non-member employees shall have the right to file objections to fair share in accordance with the rules of the Illinois Educational Labor Relations Board.

If an adjunct librarian or adjunct counselor declares the right of non-association based upon bona fide religious tenets or teaching, or a church, or religious body of which such employee is a member, such employee shall be required to pay an amount equal to the

employee's proportionate share to a non-religious charitable organization in accordance with the rules of the Illinois Educational Labor Relations Board.

In the event of any legal action against the College brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, providing that the College notifies the Association of such action in a timely manner not to exceed thirty (30) days.

The College agrees to cooperate with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels. The Association 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 Fair Share 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.

3.3 Membership Dues Deduction

The College shall deduct Association membership dues from the wages of each adjunct librarian and adjunct counselor covered by this Agreement in amounts as determined by the Association for the Fall and Spring semester, provided the amount to be deducted shall be uniform for each Association member. The deduction must be authorized in writing by the adjunct librarian or adjunct counselor and received by the designated College office. The Association shall provide the College a listing of adjunct librarians and adjunct counselors 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 the Association within fifteen (15) working days of the date for which the deductions are made.

An employee's authorization shall be deemed revoked upon written authorization from the member, when the member does not meet the bargaining unit eligibility criteria as set forth in Article 1.1 or upon termination of employment.

When the College makes such deductions and remits such membership dues, the Association 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.

3.4 Association/College Meeting

Each semester the College President or designee or the Association'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.

3.5 Notice of Board Meetings

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

3.6 Date of Hire

The date of hire of an adjunct librarian or adjunct counselor shall be identified as the first work day which the adjunct librarian or adjunct counselor was assigned to work a minimum of ten (10) hours per week, on average, for at least four (4) consecutive academic semesters and the adjunct librarian or adjunct counselor has remained in the bargaining unit.

An adjunct librarian or adjunct counselor employed at William Rainey Harper College as of the conclusion of the Spring 2005 semester and who was assigned to work a minimum of ten (10) hours per week, on average, for the last four (4) consecutive academic semesters, excluding the summer term, shall be considered to have been assigned to work a minimum of ten (10) hours per week, on average, on a continuous and uninterrupted basis to the College since the date of initial

employment as an adjunct librarian or adjunct counselor through the conclusion of the Spring 2005 semester. To clarify this paragraph, an adjunct librarian or adjunct counselor who meets the criteria in this paragraph shall have their date of initial employment considered as their date of hire.

ARTICLE IV

4.1 Handbook

In the future, should a Handbook be created for adjunct librarians and adjunct counselors, such Handbook shall be a non-contractual reference document. The Handbook and its provisions shall not be grievable under Article VI of this Agreement, provided that the terms of this Collective Bargaining Agreement supersede any contrary or inconsistent provisions in the Handbook.

4.2 Office Space, Telephones, and Keys

The College shall provide, based upon availability, shared office space for adjunct librarians and adjunct counselors in division common areas. Such office space will be equipped with a telephone and computer, as available. Office and/or workplace keys may be issued to adjunct librarians and adjunct counselors as determined by the Dean/Director.

4.3 Copying

Each adjunct librarian and adjunct counselor shall have access to departmental copying, transparency, and Scantron equipment in accordance with College and division rules and regulations.

4.4 Secretarial Services

Insofar as practical and the budget permits, the services of student aides may be made available to adjunct librarians and adjunct counselors. Where feasible the secretarial staff may assist adjunct librarians and adjunct counselors in the preparation of specific work related materials.

4.5 Personal Paid Leave

An adjunct librarian or adjunct counselor shall accrue personal paid leave at a rate of five percent (5%) of hours worked. This personal paid leave shall be taken in no less than one-half (1/2) day increments. Up to a maximum of six (6) hours of personal paid leave may be carried forward beginning January, 2008 into the next consecutive semester. Personal business leave requires pre-approval from the immediate supervisor with a minimum of one (1) week advance notice, when possible. Notification of personal sick leave must be provided to the immediate supervisor at least two (2) hours prior to the scheduled work day, when reasonable. Failure to notify according to this procedure, except in a documented emergency, will result in loss of compensation for that day. Hours of personal paid leave must be reported to the division office and recorded through the College pay system.

ARTICLE V

5.1 Access to Personnel Files

The official personnel file for each adjunct librarian or adjunct counselor shall be maintained in the Human Resources Office. An adjunct librarian or adjunct counselor shall have the right to examine his/her 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 librarian or adjunct counselor. An adjunct librarian or adjunct counselor may reproduce material from his/her files at the cost established by College policy.

No material from an adjunct librarian or adjunct counselor's personnel file shall be made available to personnel or agencies not employed by or affiliated with the College without the adjunct librarian or adjunct counselor'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.

ARTICLE VI – GRIEVANCE PROCEDURE

6.1 Grievance Definition

A complaint by (1) an adjunct librarian or adjunct counselor; or (2) a group of adjunct librarians and/or adjunct counselors; or (3) the Association, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

6.2 Grievance Procedure

Informal Resolution Procedure

The party asserting a grievance shall attempt to resolve the problem through informal communication with the appropriate Dean/Director. When a cause for complaint occurs, the affected adjunct librarian or adjunct counselor shall request a meeting with the Dean/Director in an effort to resolve the complaint. If the affected adjunct librarian or adjunct counselor is not satisfied with the result of the meeting, he/she and/or the Association 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 fifteen (15) 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 the Association to the appropriate Dean no later than fifteen (15) 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 the Association 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 the Association 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 the Association may refer the grievance to the appropriate Vice President 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 Vice President or designee will meet with the grievant and the Association 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 the Association no later than ten (10) days after the Level 2 meeting.

If the grievance arises from a decision at the Vice President'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 the Association 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 Vice President or designee. The College President or designee will meet with the grievant and the Association 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 the Association no later than ten (10) days after the Level 3 meeting.

Level 4 If the grievance is not resolved at Level 3, the Association 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.

The Association 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. His/her authority shall be limited to deciding only the issue or issues presented to him/her by the College and the Association, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express, relevant language of this Agreement. In making his/her 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 his/her award such remedies as shall be within his/her lawful authority.

The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the College and the Association. 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 the Association 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.

6.3 Non-Reprisal

Neither the College nor the Association shall take any reprisals against any adjunct librarian or adjunct counselor or other College employee as a consequence of the filing of a grievance or participation or non-participation in the grievance processing under this Article of the Agreement.

ARTICLE VII

7.1 Discipline

The parties recognize the authority of the College to suspend without pay or discharge an adjunct librarian or adjunct counselor. The adjunct librarian or adjunct counselor shall be apprised of the reason(s) for such suspension or discharge. At the time such notice of disciplinary action is placed in the official personnel file in the Human Resources Office, a copy of such material shall concurrently be provided to the adjunct librarian or adjunct counselor. The adjunct librarian or adjunct counselor has the option to appeal such suspension or discharge in accordance with the procedures as set forth in Article VI of this Agreement.

At the time a written notice of disciplinary action, other than suspension or discharge, is placed in the official personnel file in the Human Resources Office, a copy of such material shall concurrently be provided to the adjunct librarian or adjunct counselor. The adjunct librarian or adjunct counselor 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. Should the adjunct librarian or adjunct counselor refuse to sign the disciplinary notice, the Dean/Director shall write

on the disciplinary notice that the adjunct librarian or adjunct counselor refused to sign, date it and sign his/her name to the disciplinary notice.

The adjunct librarian or adjunct counselor shall have the right to respond to such notice placed in his/her official personnel file by submitting the response in writing within fourteen (14) calendar days of the filing of such disciplinary notice. Such response shall be attached to the file copy.

7.2 Representation at Meeting

An adjunct librarian or adjunct counselor shall have the right to request and have Association representation present at an investigation or fact finding meeting which the adjunct librarian or adjunct counselor reasonably believes may result in suspension or discharge.

7.3 Pre-Disciplinary Meeting

Except when detrimental to the general welfare of the College, an adjunct librarian or adjunct counselor shall have the opportunity, prior to suspension without pay or discharge, to have Association representation present at a conference with his/her Dean/Director and at that time to have an opportunity to review the reason(s) for the suspension or discharge and have an opportunity to comment on and/or rebut such reason(s).

ARTICLE VIII

8.1 Evaluation System

Each adjunct librarian and adjunct counselor shall be evaluated in accordance with College or division procedures. When a written report of an evaluation is prepared, a copy of the written report shall be concurrently provided to the adjunct librarian or adjunct counselor. The adjunct librarian or adjunct counselor shall acknowledge receipt of such copy by signing it for the file but such acknowledgement shall not signify anything other than receipt of the material. Should the adjunct librarian or adjunct counselor refuse to sign the written report, the Dean/Director shall write on

the written report that the adjunct librarian or adjunct counselor refused to sign, date it and sign his/her name to the written report.

A copy of the written report signed by the adjunct librarian or adjunct counselor, or signed by the Dean/Director if the adjunct librarian or adjunct counselor refuses to sign, shall be maintained in the adjunct librarian or adjunct counselor's personnel file in the Human Resources office.

An adjunct librarian or adjunct counselor shall have the right to respond to an evaluation placed in his/her personnel file by submitting such response in writing within fourteen (14) calendar days of the filing of the original material. Such response shall be attached to the file copy.

8.2 Work Assignment

Each adjunct librarian and adjunct counselor shall 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 librarian or adjunct counselor 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 College acknowledges that a reasonable effort shall be made to assign an adjunct librarian or an adjunct counselor 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 3.6. The College will make a reasonable effort to assign an adjunct librarian or adjunct counselor covered by this Agreement, who has not been provided at least a ten (10) hour per week contingent assignment, on average, with an assignment before providing a contingent assignment to a non-unit adjunct librarian or adjunct counselor. The making of such an assignment shall be within the sole discretion of the Dean.

An adjunct librarian or adjunct counselor shall be notified, when possible, of their contingent work assignment for the next regular semester prior to the end of the current semester. Adjunct librarians shall receive work assignments no later than five (5) days after the first day of classes for the semester, excluding summer. Adjunct counselors shall receive work assignments no later than five (5) days before the first day of classes for the semester, excluding summer. In the event an assignment is subsequently cancelled, the adjunct librarian or adjunct counselor shall be given other duties for a time period equaling the time the cancelled assignment would have occurred.

ARTICLE IX – COMPENSATION

9.1. Hourly Compensation.

<u>Semesters at Harper</u>	<u>0-6 semesters</u>	<u>7-10 semesters</u>	<u>11-16 semesters</u>	<u>17+ semesters</u>
2006/07	\$30.99	\$32.56	\$34.13	\$35.60
2007/08	\$32.06	\$33.68	\$35.31	\$36.82
2008/09	\$32.95	\$34.62	\$36.29	\$37.85
2009/10	\$34.37	\$36.11	\$37.86	\$39.48

The above hourly amount will be paid for each clock hour of adjunct librarian or adjunct counselor work assigned to and worked by an employee during the specific academic year. Initial placement of an adjunct librarian or adjunct counselor on the hourly pay schedule will be determined by the College. Rate progression shall be based on additional academic semesters worked at Harper College in accordance with Article 1.1 of this Agreement, excluding the summer session, and occurs only at the start of the Fall semester.

Each adjunct librarian and adjunct counselor shall submit their weekly hours worked for approval into the college payroll system.

9.2 Institutional Meetings

An adjunct librarian or adjunct counselor is welcome to attend institutional meetings, professional development activities and other committee meetings, as appropriate. In the event that an adjunct librarian or adjunct counselor is required by the Dean/Director to attend a mandatory meeting, then the adjunct librarian or adjunct counselor shall be paid at his/her current hourly rate of pay.

9.3 Professional Development

Adjunct librarians and adjunct counselors may submit pre-approved, non-taxable reimbursement requests for professional development activities that occur during fall or spring semesters of the same fiscal year. Professional development activities must be discipline specific and may include professional memberships, professional travel, workshops, conferences or professional journals. The College will make available to each adjunct librarian and adjunct counselor seventy five dollars (\$75) in years 2007/2008, 2008/2009 and 2009/2010 of the contract. This benefit is available for unit eligible adjunct librarians and adjunct counselors who work a minimum of ten (10) hours per week, on average, in the semester in which the professional development expense occurred. The request must be recommended by the Dean and pre-approved by the Vice-President of Academic Affairs or the Vice-President of Student Affairs. Unit eligible adjunct faculty members are eligible for one professional development reimbursement per fiscal year.

9.4 Tuition Waiver

An adjunct librarian or adjunct counselor covered by this Agreement shall be eligible to enroll him or herself 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 librarian or adjunct counselor 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 State Universities Retirement System

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

9.6 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 adjunct librarians and adjunct counselors covered by this Agreement. Contracts shall be arranged individually through the Office of the Vice President of Administrative Services or designee subject to regulation by the College.

9.7 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 the Association.

ARTICLE X

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

During the term of this Agreement and any extension thereof, neither the Association 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.

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 parties waive the right to negotiate on any issue whether known or unknown 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.

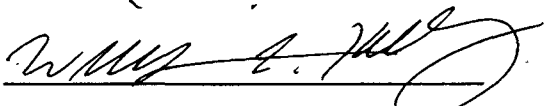
10.4 Duration of Agreement

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 librarians and adjunct counselors reporting for work for the 2010-2011 academic year.

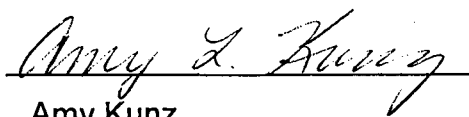
Agreed to, signed and entered into this 22nd day of MAY, 2007.

BOARD OF TRUSTEES
COMMUNITY COLLEGE
DISTRICT 512
WILLIAM RAINEY HARPER COLLEGE


HARPER COLLEGE ADJUNCT
FACULTY ASSOCIATION,
IEA-NEA



~~Laurie Stone~~ WILLIAM F. KOLLST
Chair PRO TEM



Amy Kunz
IEA-NEA UniServ Director



Richard D. Hoffman
Secretary

**SIDE LETTER # 1 TO THE 2006/10 CONTRACT
ADJUNCT LIBRARIANS & ADJUNCT COUNSELORS**

It is understood that unit eligible adjunct positions include the following:

- Student Development Counselors
- Athletic Academic Counselors
- Learning Disability Specialists
- Librarians

**SIDE LETTER # 2 TO THE 2006/10 CONTRACT
ADJUNCT LIBRARIANS & ADJUNCT COUNSELORS**

The College agrees that in the 2009/10 school year, an evaluation form committee comprised of up to two adjunct librarian/counselor members and the corresponding Dean(s) (or designees) may be created if the need for such a committee is expressed by either or both parties to this Agreement. The representatives for HCAFA will be recommended by the Association. The purpose of the committee will be to develop recommendations related to evaluation form(s). The recommendation(s) (if any) will be presented by the committee to the Vice-President of Academic Affairs and/or the Vice-President of Student Affairs for review and consideration.

