

1995-97

AGREEMENT

BETWEEN

BOARD OF TRUSTEES

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

AND

WILLIAM RAINEY HARPER COLLEGE FACULTY SENATE
PROFESSIONAL/TECHNICAL UNION

A CHAPTER OF
THE COOK COUNTY COLLEGE TEACHERS UNION
LOCAL 1600, AFT, AFL-CIO

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INTRODUCTORY PARAGRAPH

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," and the William Rainey Harper College Faculty Senate Union, a Chapter of the Cook County College Teachers Union, Local 1600, AFT, AFL-CIO, hereinafter referred to as the "Union," as the exclusive collective bargaining agent for the Professional/Technical employees in the bargaining unit as defined herein.

PREAMBLE

The Faculty Senate Union, having been designated bargaining agent of the Professional/Technical employees, and the Board, having endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and other conditions of employment of the Professional/Technical employees covered by this Agreement, all as set forth herein, the parties therefore agree to the following:

ARTICLE I. RECOGNITION

1.1 Unit

The Board of Trustees of Community College District No. 512 recognizes the Faculty Senate Union, a chapter of the Cook County College Teachers Union Local 1600, AFT, AFL-CIO, as the exclusive bargaining representative for the regularly employed Professional/Technical employees who are employed nineteen (19) hours per week or more and thirty-two (32) weeks per year or more as listed in Appendix "A" and specifically excluding all other positions excluded by the terms of the Illinois Educational Labor Relations Board.

1.2 Membership

As used herein, the term "Professional/Technical employee" shall refer to those persons included in the bargaining unit described above.

ARTICLE II. BOARD RIGHTS

The Board, on behalf of the electors of the district, 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.

Nothing herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under the Illinois Community College Act or any other national, state, county or local law or regulation as they pertain to education.

ARTICLE III. NO STRIKES

The Union will not recommend, authorize or engage in a strike against the Board, except as permitted in the Illinois Educational Labor Relations Act.

ARTICLE IV. UNION-BOARD RELATIONS

4.1 Bulletin Board

An enclosed bulletin board of reasonable size equipped with a lock and labeled "Professional/Technical Employees" shall be made available in an area to be agreed upon by the parties. Such bulletin board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and signed by an appropriate officer thereof. Such materials shall not be derogatory of any person associated with the College and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Union or of AFT Local 1600). The Board shall permit the Union to distribute official Union materials to bargaining unit members through the College mail service subject to reasonable Board regulations. This authorization shall terminate forthwith if any governmental agency or court of competent jurisdiction shall determine such mail services cannot be utilized without the affixation of postage or payment of fee.

4.2 Use of Facilities and Equipment

The Union may utilize College meeting room facilities, including classrooms not then in use but not already set up for an anticipated use which cannot reasonably be disturbed, provided the Union shall promptly reimburse the Board the facilities usage charge as prescribed in the Board Facilities Usage Manual and for any additional expense or any damage occasioned by such use. Such use shall not interfere with any activity or function of the College. This section shall not be applicable to any meeting of more than twenty (20) persons if less than fifty percent (50%) of those in attendance are employees of the College.

4.3 Public Records

The Board shall make available to the Union, upon written request, existing public records, including relevant financial statistics which are pertinent to the conduct of negotiations, the processing of a grievance, or the enforcement of the terms of this Agreement. Such materials shall be provided within a reasonable time following a written request from the Union. The Board shall not be obligated hereunder to research or compile data or to provide such record more than once.

4.4 Board Meetings

A copy of the Board agenda, non-confidential exhibits and minutes shall be made available to the Union designee within a reasonable time following their distribution to the Board of Trustees. A copy of materials

furnished to representatives of the press and other organizations shall concurrently be made available to the Union designee.

4.5 Printing of Agreement

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

4.6 Dues Checkoff/Fair Share

A. The Board shall deduct dues from the salary of each Union member, who shall authorize the same in writing, in an amount determined by the Cook County College Teachers Union (CCCTU), provided the rate to be deducted shall be uniform for each Union member. Such deductions shall be made no later than thirty (30) calendar days following receipt of the authorization in the designated College office.

A dues authorization may be revoked by written notice to the Union. The authorization shall be deemed automatically revoked with the issuance of the Union member's last paycheck.

The dues payment and a listing of the Union members for whom such dues deductions were made shall be forwarded to the Treasurer of the Cook County College Teachers Union no later than ten (10) days after such deductions were made. Such listing shall include the amount deducted for each person listed.

B. Employees covered by this Agreement and hired after January 1, 1991 shall be required to maintain membership in the Union or to pay in lieu of dues, a fair share fee. The amount of the fee shall be certified to the Board by the Union, and fair share deductions shall be made at the same time and in the same manner as dues checkoff deductions under section 4.6.A.

The Union shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. Non-member employees who object to the amount of the fair share fee established by the Union shall have the right to file an unfair labor practice charge against the Union or take such other action as may be authorized by the Illinois Educational Labor Relations Board. Upon any such filing and notice of such to the Association and to the Board, such funds as paid by the employee shall be transmitted to the Illinois Educational Labor Relations Board or designee for placement in an appropriate escrow account as established by such agency for such purpose and pursuant to their rules and regulations.

- C. If the Board shall make such deductions and remit such dues as aforesaid, the Union 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.

4.7 Release Time for Union Activities

The Board shall grant release time with pay for the following:

1. Two (2) employees to attend the scheduled meetings of the Senate, provided no more than one (1) such employee shall be non-exempt.
2. The President of the Professional/Technical Employee's Union or his/her designee and one (1) other Professional/Technical employee to attend the meeting of Local 1600's House of Representatives at 2:00 p.m. on the third Friday of every odd-numbered month.
3. The President shall also be granted the third Friday of every even-numbered month to attend the Local's Executive Board meeting.
4. The President of the union or designee shall also be granted up to four (4) days per fiscal year of unpaid union leave to attend to union business. These days may be taken in one-half (1/2) day increments. Written notice of the person requesting such leave shall be provided at least two weeks in advance to the appropriate dean/director.

4.8 Committee Representative

The Board shall encourage the Council for the Coordination of College Committees to appoint Professional/Technical representatives to College committees that deal with issues affecting employees covered by this Agreement. Appointments shall be from a list of employees recommended by the Union.

4.9 New Employees

The Union shall be notified of the hire of a new Professional/Technical employee within ten working days of the date of hire.

4.10 COPE Check-Off

The Board shall deduct Committee on Political Education (COPE) monies from the salary of each member who shall authorize the same in writing, in the amount indicated on the authorization to deduct said monies. The amounts deducted shall be forwarded to the Treasurer of the Cook County College Teachers Union -- COPE. The Board shall also forward a list of persons on COPE deduction for the period covered. Such deductions may be revoked by the member by notifying the Payroll Department of the College in writing to terminate the deductions.

4.11 Union Meetings

The College shall make an effort to avoid scheduling meetings from 12 noon to 1:00 p.m. on the last Thursday of each month to accommodate members who wish to attend the monthly scheduled union meeting.

ARTICLE V. EMPLOYMENT

5.1 Definitions

1. "Full-time" shall refer to an employee who regularly works thirty-seven and one-half (37.5) or more hours per week.
2. "Part-time" shall refer to an employee who regularly works less than thirty-seven and one-half (37.5) hours per week.
3. "Regular" shall refer to an employee whose position is budgeted on a continuous basis.

5.2 Overtime for Non-Exempt Employees

Overtime for a non-exempt employee must be approved in advance by the appropriate supervisor and Vice President. Overtime shall be paid at the rate of one and one-half (1 ½) times the basic hourly rate of pay for hours worked over thirty-eight and three-quarters (38.75) hours exclusive of the revised summer workweek in which overtime shall be paid as determined by the approved summer workweek. An employee must work the regularly assigned hours during the workweek in order to qualify for the overtime rate. Time lost due to illness, personal business, or leave without pay will not apply to the computation of the workweek. Vacation time, bereavement leave and holidays count as time worked for overtime calculation purposes.

Overtime for a non-exempt employee shall be given as either salary paid at one and one-half (1 ½) times the basic hourly rate of pay, or as compensatory time off taken at one and one-half (1 ½) times the number of hours worked.

5.3 Sunday Premium Pay

A non-exempt employee required to work on a Sunday (and such Sunday is not part of the employee's regular workweek) shall be compensated at two (2) times his/her basic hourly rate of pay for all hours worked on such day. No overtime pay will be given in addition to the Sunday premium pay.

5.4 Probationary Period

The probationary period for each new non-exempt employee shall be three (3) calendar months. The Board may extend such probationary period for up to thirty (30) additional calendar days.

The probationary period for each new exempt employee shall be six (6) calendar months. The Board may extend such probationary period for up to sixty (60) additional calendar days.

Evaluation of a new employee's work performance shall be prepared on the proper form and discussed with the employee prior to the end of the probationary period. If the probationary period is extended, the evaluation shall also be discussed prior to the end of the extension.

Holidays, sick days and insurance benefits (subject to any otherwise applicable waiting period) shall be made available to a newly employed employee immediately after employment. Vacation, personal business days, leaves of absence, and all other benefits shall accrue during the probationary period, but shall not be available until the conclusion of the initial probationary period (without regard to whether such original probationary period is extended). There shall be no seniority among probationary employees.

The College reserves the right to terminate, suspend or discipline any probationary employee as an at-will employee and such action shall not be grievable.

5.5 Seniority

Seniority shall be measured according to the length of continuous uninterrupted service with the College since the employee's most recent date of hire as a professional/technical employee. The relative seniority of employees hired on the same day shall be determined by the date of receipt of the employee's employment applications.

5.6 Reduction In Force

If the Board determines that a reduction in force is necessary, resulting in a decrease of employees covered by this Agreement, the decrease shall be based on a variety of factors as determined by the Board.

If the Board determines to fill the affected positions within twelve (12) months of the date of termination, these positions shall be offered to employees who were laid off from the position, and then to other terminated employees qualified to hold the position, in order of seniority. Reinstatement shall take place without loss of accumulated seniority.

Such offer of employment shall be transmitted in writing by certified mail to the employee's last known mailing address. If the recalled employee does not respond to such offer within ten (10) calendar days of the date of mailing, the Board's obligation hereunder shall be terminated.

5.7 Subcontracting

If the Board should desire to subcontract work being performed by bargaining unit members and this change will likely lead to layoffs of

bargaining unit members, the Board shall notify and negotiate with the Union over the effects of such action.

5.8 Pay Periods

Each employee covered under this Agreement shall receive his/her salary in biweekly installments and insurance deductions will be prorated on the number of installments during his/her work year. If a payday falls on a day when the College is officially scheduled to be closed, the payday shall be the preceding workday.

The Board agrees to meet with the union to discuss any alteration from the biweekly installments as a result of the installation of a new payroll system.

5.9 Posting

If the Board determines that it is necessary to create a new position in the bargaining unit or to fill a vacant position in the bargaining unit, such position shall be posted for ten (10) calendar days in the Personnel Office. A copy of the position vacancy will be sent promptly to the Union.

A Professional/Technical employee on layoff status who applies for placement on the position vacancy mailing list and who keeps the College informed of his/her current mailing address shall receive position vacancy notices for professional/technical positions for twelve (12) months from date of layoff. Such employee may apply to fill a new or vacant position and shall be considered to be a qualified candidate if he/she has the educational background, training and experience which is consistent with the posted qualifications and credentials for the position.

5.10 Personnel File

An employee shall have the right to examine his/her personnel file in accordance with Board policy and State legislation. 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 shall be permanently removed from the file without the consent of the employee and the College President or designee. An employee may reproduce material from his/her file at the customary cost.

No material from an employee's file shall be made available to personnel or agencies unconnected with the College without the employee's consent, except as required by law or as necessary pursuant to the regular operation of the College, provided this shall not preclude verification of employment.

5.11 Evaluative Material

A copy of all evaluative material relating to an employee shall be retained in his/her official personnel file in the Personnel Office.

Before evaluative material is placed in the personnel file, a copy of such material shall have previously been made available to the employee. The employee shall have acknowledged receipt of such copy but such acknowledgement shall not signify anything other than receipt of a copy of the material.

The employee shall have the right to respond to any material placed in his/her file by submitting the response in writing within a reasonable time of the filing of the original material. Such response shall be attached to the file copy.

5.12 Temporary Appointment

An employee appointed by a vice-president to a temporary position for thirty (30) consecutive work days or more, which is normally paid at a higher rate than the employee's regular position, shall receive a temporary ten percent (10%) salary increase.

5.13 Work Schedule Change

If the College determines that it is necessary to significantly change the regularly scheduled work hours or days of an employee, the College shall provide the employee a minimum of forty-five (45) calendar days advance notice of the change, except in an emergency situation.

ARTICLE VI. DISCIPLINE AND DISMISSAL

6.1 Disciplinary Sequence

The typical disciplinary sequence for an employee shall be: 1) verbal warning; 2) written warning, with a copy to the employee's personnel file; 3) three (3) day suspension without pay; 4) dismissal.

Disciplinary action, up to and including termination of employment, shall be for violation of College policy, rules or regulations, or for any illegal act and shall be administered in a timely and progressive manner except that suspension or dismissal may result as the first step in the disciplinary procedure depending upon the circumstances and severity of the offense as determined by the Board.

An employee is entitled to union representation at a meeting called for the specific purpose of disciplining the employee. If a non-disciplinary meeting turns into a disciplinary meeting, the employee is entitled to recess the meeting and request union representation before continuing with the disciplinary meeting.

6.2 Discipline and Dismissal Circumstances

Suspension without pay and/or dismissal of a non-probationary employee shall occur for reasonable cause. Any arbitrator shall have the authority to order the restoration of employment of a dismissed employee pursuant to this section only if accompanied by a finding of violation of the employee's substantive rights. The arbitrator in such cases shall reduce any back pay award by any amount earned (or which reasonably might have been earned) by the employee during the period he/she was not working and by any unemployment compensation earned during such period.

6.3 Conference

Except when detrimental to the general welfare of the College, an employee shall have an opportunity, prior to dismissal or suspension without pay, to have Union representation at a conference with his/her supervisor and at that time to have full opportunity to review the reason(s) for dismissal or suspension without pay and have an opportunity to rebut the same.

6.4 Dismissal

All recommendations for dismissal (except for reduction in force) shall be initiated or confirmed by the appropriate Vice President or President or designee. A copy of such recommendation along with the reason(s) therefor shall be submitted in writing to the employee.

ARTICLE VII. GRIEVANCE PROCEDURE

7.1 Purpose

It is the purpose of this procedure to resolve as promptly and as expeditiously as possible allegations by the bargaining representative and/or employees of the bargaining unit of misinterpretation of this Agreement.

7.2 Definitions

1. A grievance shall mean an allegation by the Union or by an affected employee that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
2. As used in this article, "days" shall mean Monday through Friday except days on which all bargaining unit members are excused from working.
3. An employee may be represented at any meeting, hearing or appeal relating to a grievance which has been formally presented.
4. The President of the Union or designee shall be advised of any meeting, hearing or appeal relating to a grievance which has been

formally presented and a representative of the Union shall have the right to attend such meeting, hearing or appeal.

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

7.3 Procedures

The party asserting a grievance shall attempt to resolve the problem through informal communication with the immediate supervisor.

- Step 1. If the informal process with the immediate supervisor shall fail to resolve the problem, the grievance may be formally presented in writing to the appropriate dean/director who will arrange for a meeting to be held within ten (10) days to review the grievance. The formal written grievance shall clearly identify all grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is requested. The filing of the formal written grievance at this step must be within ten (10) days of the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably have become aware of the occurrence. The dean/director shall provide a written answer to the grievant (with a copy to the Union if the Union is not the grievant) within ten (10) days of the meeting. The answer shall include the reasons for the decision.
- Step 2. If the grievance is not resolved at the preceding step, the Union and/or grievant may refer it to the appropriate vice-president or designee by filing the same in writing within ten (10) days of receipt of the answer from the dean/director. The vice-president or designee will arrange for a meeting to be held within ten (10) days of such referral to review the grievance. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance. A written answer, including reason(s), shall be provided to the grievant (with a copy to the Union if the Union is not the grievant) within ten (10) days of the meeting provided for in this paragraph.

Step 3. If the grievance is not resolved at the preceding step, the Union may refer it to the President or designee by filing the same in writing within ten (10) days of receipt of the answer from the vice-president or designee. The President or designee will arrange for a meeting to be held within ten (10) days of such referral to review the grievance. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance. A written answer, including reason(s), shall be provided to the grievant (with a copy of the Union if the Union is not the grievant) within ten (10) days of the meeting provided for in this paragraph.

If the grievance arises from a decision at the President's level, the grievance may be initiated at Step 3 provided such is filed within the time limits prescribed in Step 1.

Step 4. If the grievance is not resolved at the President's level, the Union may submit it to binding arbitration, provided written notice indicating such is filed with the President or designee within fifteen (15) days of the answer at the President's level, or if no answer is filed, within fifteen (15) days of the last day on which such answer was due. The Union shall promptly request of the American Arbitration Association that it provide a panel of qualified arbitrators who are members of the National Academy of Arbitrators from which the parties may make a selection pursuant to the practices of the American Arbitration Association.

In making his/her recommendation, the arbitrator shall not add to or enlarge upon this Agreement, and any suggested remedy, if appropriate, shall conform to Illinois law. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the Board and the Union. 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.

7.4 Non-Discrimination

The Union and the Board shall not discriminate or take any reprisals against any employee covered under this contract as a consequence of the filing or withdrawal of any grievance hereunder.

ARTICLE VIII. HOLIDAYS

8.1 Eligibility

A regular full-time or regular part-time employee working nineteen (19) hours a week or more will be entitled to the following paid holidays falling on their regularly scheduled workdays:

1. New Year's Day (January 1)
2. Martin Luther King's Birthday (3rd Monday in January)
3. Lincoln's Birthday (as observed in College calendar)
4. Good Friday
5. Memorial Day (as observed in College calendar)
6. Independence Day (July 4, as observed in College calendar)
7. Labor Day (1st Monday in September)
8. Columbus Day (to be used during Christmas recess)
9. Veteran's Day (November 11, to be used during Christmas recess)
10. Thanksgiving Day (4th Thursday in November)
11. Day after Thanksgiving
12. Christmas Eve Day (December 24)
13. Christmas Day (December 25)
14. New Year's Eve Day (December 31)

Note: A holiday falling on a Saturday will normally be observed on Friday; should it fall on a Sunday, it will normally be observed on Monday. During the summer work schedule the July 4th holiday shall be observed in accordance with the published College calendar. If not specified in the calendar, it shall be treated as a floating holiday to be taken prior to the start of the spring semester.

All employees shall receive the same additional days off with pay between Christmas and New Year's Day, if any, as do the majority of Classified Employees.

An employee absent the working day before or following a legal holiday will be requested to submit an acceptable written reason for the absence with his/her payroll time report or absence report form along with the specific approval of his/her supervisor to be absent for the day or days in question. Failure to provide such evidence will result in loss of pay for both the holiday and the day of absence.

8.2 Holiday Work

A non-exempt employee required to work on a designated holiday who is not entitled to overtime payments as a consequence of such work will be given, at the option of the Board, one and one-half (1½) compensatory days or paid one and one-half (1½) times his/her basic hourly rate of pay for the hours worked on such holiday in addition to his/her regular pay for the hours worked. No overtime pay will be given in addition to the holiday premium pay.

If a holiday occurs on a day that a regular, full-time employee (thirty-seven and one-half [37.5] hours or more per week) is not scheduled to work because of the particular requirements of his/her department, such employee will be allowed a compensatory day off which should be taken in the pay period in which the holiday occurs or in the immediate pay period following said holiday, with the exception of the holidays which are accumulated for use during the Christmas recess.

8.3 Charging of Absence Time

The charging of absence time for purposes of holidays for a full-time employee shall be treated as if the employee worked the same number of hours each workday. The charging of absence time for a part-time employee will be in accordance with his/her established work schedule.

A paid holiday occurring during an employee's scheduled vacation or authorized sick leave will not be charged to accrued leave.

ARTICLE IX. VACATION LEAVE

9.1 Rate of Earning

A regular full-time employee or a regular part-time employee working nineteen (19) hours or more and five (5) days per week will receive the following vacation leave allowance:

A. Non-Exempt Professional/Technical Employees

1. First (1st) through fifth (5th) year of continuous service: ten (10) working days a year.
2. Sixth (6th) through tenth (10th) year of continuous service: fifteen (15) working days a year.
3. For each additional year of continuous employment beyond the tenth (10th) year, there is one (1) additional day of vacation for each year to a maximum of twenty (20) working days a year:

| | |
|--------------------|--------------------|
| 11 years - 16 days | 14 years - 19 days |
| 12 years - 17 days | 15 years - 20 days |
| 13 years - 18 days | |

B. Exempt Professional/Technical Employees

1. First (1st) through fifth (5th) year of continuous service: fifteen (15) working days a year.
2. Sixth (6th) through fifteenth (15th) year of continuous service: twenty (20) working days a year.

3. For each additional year of continuous employment beyond the fifteenth (15th) year, there is one (1) additional day of vacation for each year to a maximum of twenty-three (23) working days a year:

16 years - 21 days

18 years - 23 days

17 years - 22 days

9.2 Rate of Accumulation

Vacation leave will be accumulated in any month that an employee started on or before the fifteenth (15th) day of the month or terminated after the fifteenth (15th) day of the month.

Vacation leave will be prorated for employees who work less than twelve (12) months per year or less than five (5) days per week. Regular part-time employees will accumulate vacation leave on the basis of hours worked.

Total vacation accumulation which is allowed to be carried over from one (1) year to the next includes that year's earned vacation plus one (1) week, if unused from the previous year. Any excess leave will be forfeited on July 1 of each year. For record keeping purposes, leave will be calculated from July 1 to June 30.

9.3 Use of Vacation

1. Employees are encouraged to use vacation leave during work periods when the work load could reasonably be expected to be lighter. A minimum of five (5) consecutive working days must be taken each year.
2. Vacation leave can be taken only to the extent it is actually earned.
3. Vacation leave will be charged on a working day basis. The charging of absence time for the purposes of vacation for a full-time employee shall be treated as if the employee worked the same number of hours each workday. The charging of absence time for a part-time employee will be in accordance with his/her established work schedule.
4. Vacation leave must be taken in half-day or full day increments.
5. Vacation leave must be recorded on the employee's payroll report.
6. A probationary employee will accumulate vacation leave during the probationary period. Vacation leave, however, will not be paid if probation is not completed, nor can it be used during the probationary period.

7. Vacation leave will not accumulate while an employee is on a leave of absence, short-term disability or long-term disability.
8. An employee absent the working day before or following a vacation period will be requested to submit an acceptable written reason for the absence with his/her payroll time report or absence report form along with the specific approval of his/her supervisor to be absent for the day or days in question. Failure to provide such evidence will result in loss of pay for the day or days of absence.

9.4 Vacation Leave Schedule

Vacation leave must be approved by the immediate supervisor. The vacation leave schedule for the ensuing summer should be completed by April 1. Time preference may be based on seniority if the vacation request is submitted before the schedule is established. During vacation periods, work assignments will be shared by the staff where possible.

9.5 Vacation Leave at Termination

Upon termination of employment, unused earned vacation time will be paid at the employee's current salary rate. Vacation leave will be prorated to the nearest half day.

ARTICLE X. SICK LEAVE

10.1 Rate of Accumulation

A regular full-time employee or a regular part-time employee working nineteen (19) hours a week or more, is entitled to sick leave earned at the rate of one and one-quarter (1 ¼) days per month, cumulative to two hundred fifty (250) days.

Any of the two (2) personal business days which are unused each year shall be added to the employee's accumulated sick leave.

Sick leave will be accumulated in any month in which:

1. The employee started on or before the fifteenth (15th) day of the month.
2. The employee terminated after the fifteenth (15th) day of the month.
3. Sick leave will be prorated for employment of less than twelve (12) months per year or less than five (5) days per week. A regular part-time employee will accumulate sick leave on the basis of hours worked.

4. Sick leave will not accumulate while an employee is on a leave of absence, short-term disability or long-term disability.

10.2 Use of Sick Leave

1. Sick leave can be taken only to the extent that it is actually earned.
2. Sick leave must be reported on the employee's payroll report. The charging of absence time for the purposes of sick leave for a full-time employee shall be treated as if the employee worked the same number of hours each workday. The charging of absence time for a part-time employee will be in accordance with his/her established work schedule.
3. For an illness of more than five (5) consecutive working days, a certificate from the employee's doctor may be requested to verify an illness or to ensure that the employee was recovered sufficiently to return to work.
4. Sick leave can be used only in case of personal illness, quarantine, or illness in the employee's immediate family. Employee's immediate family is defined as the employee's parents, spouse, children, grandchildren, grandparents or parents-in-law. Appointments with doctors or dentists should be scheduled on Saturdays or during the first or last hour of the workday if possible, and such time off must be compensated for by overtime in the same workweek.
5. An employee must call his/her supervisor promptly on the first day of a short-term illness or accident, except in an emergency when the employee is unable to call, and every day thereafter. An employee who is hospitalized or convalescing at home for a period of sickness or following an accident shall not be required to call each day, but must personally report to his/her supervisor by telephone or letter at least once each week. If the supervisor is not available, the employee may leave an absence report call with the supervisor's office clerical staff.

All calls should be placed to the supervisor no later than one (1) hour after the start of the scheduled workday. If the absence report call is not made within that period of time, the employee will have violated the call-in procedure. Violation of the call-in procedure is subject to disciplinary action up to and including termination of employment.

The College reserves the right to have an employee see a physician of the College's choice in order to determine whether the employee may be entitled to benefits.

6. In the case of extended illness, unused vacation time and personal business days must be taken before applying for short-term or long-term disability.
7. An employee arriving at work two (2) hours after the normal starting time or quitting two (2) hours before the normal quitting time due to illness shall be charged for one-half ($\frac{1}{2}$) day of sick leave.
8. Sick leave will not be paid during the terminal leave period (the last two [2] weeks of employment) without the approval of the immediate supervisor and the Director of Personnel.
9. Unused accumulated sick leave will not be paid upon termination of employment.

ARTICLE XI. LEAVES

11.1 Personal Business Leave

A regular employee working thirty (30) or more hours a week shall be granted two (2) non-cumulative days of personal business leave with pay to be used each year if the employee cannot attend to necessary personal business on his/her own time. Personal business days are calculated on a fiscal year basis (July 1 to June 30). Personal business leave shall be taken in no less than one-half ($\frac{1}{2}$) day increments.

An employee wishing to be excused for personal business leave must have the advance approval of his/her supervisor except in the instance of an emergency when such approval shall be sought as soon as possible.

Personal business leave will not be allowed the day before or after a holiday, vacation, or sick leave day, or during the new hire probationary period, except in an emergency which shall be fully explained, or for observance of a recognized religious holiday of the employee's faith, or during the last two (2) weeks of employment.

Personal business days which are unused each year shall be added to the employee's accumulated sick leave.

11.2 Bereavement Leave

Up to three (3) consecutive days leave with pay will be granted in the event of death of an immediate family member (see definitions below) provided the days fall on the employee's regularly scheduled workdays. An additional two (2) consecutive days leave with pay will be granted in the event of the death of an employee's spouse, child, parent, mother-in-law or father-in-law. This leave is for the purpose of attending the funeral which includes such related events as the wake or visitation.

Immediate family shall be interpreted to mean parent, spouse, child, brother, sister, grandparent, grandchild, aunt, uncle, nephew, niece, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

11.3 Jury Duty Leave

An employee who is subpoenaed as a witness in a criminal proceeding or is summoned and reports for jury duty shall be granted leave to fulfill such duty. The College shall compensate the employee, who is required to serve as a juror or such witness during a working day on which he/she otherwise would have been scheduled to work, for his/her regular salary during such a period of leave. The employee shall present proof of such service to the Director of Personnel and may retain the jury duty/witness fees and expense reimbursement.

11.4 Religious Leave

A member of the bargaining unit may utilize up to three (3) days without loss of pay or deduction of personal leave to observe recognized religious holidays of his/her faith if such observance reasonably required such leave. Notice of intention to utilize such leave shall be given in writing to the immediate supervisor at least fifteen (15) calendar days in advance.

11.5 Reserve Duty Leave

A regular full-time employee who is a member of an armed forces Reserve or National Guard unit, when called for summer camp, will be granted unpaid leave up to fifteen (15) calendar days to fulfill such duty. If the unit is called for special duty, up to thirty (30) calendar days will be granted, which period may be extended by the Board, provided such extension shall be nonprecedential and in the sole discretion of the Board. The employee shall present proof of compensation received for reserve duty and the College will compensate the employee for the difference in base pay during such a period of absence.

11.6 Time Off For Voting

An employee covered by this Agreement who works seven and one-half (7½) hours on Election Day is guaranteed three (3) consecutive hours to vote in general elections. This period will be either immediately following the opening of the polls or immediately prior to the closing of the polls, and must be approved by the supervisor in advance.

11.7 Short-Term Leave

A short-term leave of absence without pay may be granted for an aggregate period not to exceed ten (10) working days for each twelve (12) months of continuous employment, up to a maximum of thirty (30) working days. A request for such leave must be in writing to the appropriate dean/director. A short-term leave of absence without pay shall not result in loss of seniority or accrued sick leave. The Board may elect to pay any accrued vacation leave prior to a short-term leave in

excess of ten (10) working days.

Good and sufficient reason for the request must be shown, and individual cases will be decided on their own merit. An employee granted a leave of absence not exceeding thirty (30) working days shall, upon return from the leave, be reinstated in his/her original position.

11.8 Long-Term Leave

A long-term leave of absence for a period of up to one (1) calendar year without pay may be granted at the sole discretion of the Board of Trustees. A request for such leave must be in writing. Good and sufficient reason for the request must be shown and individual cases will be decided on their own merit.

While on such leave, an employee shall be allowed to participate in the College medical insurance program, provided the employee shall make timely advance payments of the full cost due for such insurance to the designated College office. Upon indication that the employee wishes to return, the employee shall be reinstated in the same or like position, if such a position becomes available within ninety (90) calendar days from termination of the leave.

11.9 Maternity/Child-Rearing Leave

A regular full-time employee who has completed two (2) years of full-time service to the College shall be eligible for a maternity/child-rearing leave of absence, without pay or other benefits, for up to one (1) year. The time period of the leave shall commence with or include the date of delivery of the baby. This section shall also apply to the adoption of a child under two (2) years of age. Such leave will entitle the employee to reinstatement, without loss of seniority or accrued sick leave, to the same or like position at the termination of the leave. If no position is available at the termination of the leave, the provisions of Article V, Section 5.6 concerning reinstatement shall apply.

A request for a maternity/child rearing leave of absence should normally be submitted in writing to the appropriate Vice President or designee at least four (4) months prior to the start of the leave. If desired, the employee may continue health and dental insurance coverage provided that the employee pay the full cost of such participation to the College at the beginning of each month.

11.10 Nonprecedential Effect of Leaves

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

11.11 Unemployment Compensation

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

ARTICLE XII. INSURANCE PROGRAMS

12.1 Eligibility

A regular full-time employee or regular part-time employee working thirty (30) or more hours a week is entitled to participate in the College medical insurance program subject to an initial waiting period of thirty (30) calendar days after becoming eligible to so participate. This eligibility terminates on the last day of employment with the College, subject to the extended health insurance coverage of COBRA.

12.2 Life

The Board shall provide group term life insurance equal to two (2) times the annual salary, rounded off to the next \$1,000 for each eligible employee, but not to exceed \$100,000.

12.3 Accidental Death and Dismemberment

The Board shall provide accidental death and dismemberment insurance equal to two (2) times the annual salary, rounded off to the next \$1,000 for each eligible employee, but not to exceed \$100,000.

12.4 Health/Major Medical

The health/major medical insurance premium for a member under Harper's self-insured plan will be paid at the rate of ninety percent (90%) by the Board and ten percent (10%) by the member. The Board shall pay one hundred percent (100%) of the premium for a member who elects a Harper approved HMO plan, except that, if the premium for the HMO plan equals or exceeds ninety percent (90%) of the premium under the Harper self-insured plan, the premium shall be paid ninety percent (90%) by the Board and ten percent (10%) by the member.

12.5 Dental

The Board shall pay the full premium for dental insurance for each eligible employee.

12.6 Long-Term Disability

The Board shall pay the premium to provide a monthly benefit (sixty percent [60%] of salary, not to exceed \$3,500 per month) for long-term disability insurance for eligible employees.

12.7 Dependent Premiums

The health/major medical insurance premium for spouse, children, or spouse and children under the Harper self-insured plan will be paid at the rate of seventy percent (70%) by the Board and thirty percent (30%) by

the member. The Board shall pay one hundred percent (100%) of the premium for a member who elects a Harper approved HMO plan, except that, if the premium for the HMO plan equals or exceeds seventy percent (70%) of the premium under the Harper self-insured plan, the premium shall be paid seventy percent (70%) by the Board and thirty percent (30%) by the member.

12.8 Nature of Benefits

The nature of the benefits shall be governed by the terms of the applicable group policy and the rules and regulations of the carrier. If an employee elects any dependent coverage, all premiums due which are not covered by the Board shall be deducted from the paycheck of the employee.

12.9 Insurance Committee

The health/major medical and dental insurance shall be no less comprehensive than that which prevailed during the 1992-93 fiscal year, provided that such coverage may be altered after an evaluation of the coverage by a committee composed of recognized or established employee groups at the College. The Union may appoint one employee to represent the Union as liaison to the committee.

12.10 Fiscal Year

As used in this Article (Article XII) only, the term "fiscal year" shall mean the twelve (12) calendar months commencing October 1.

12.11 Salary Reduction Program

The Board shall make available to members an IRS Section 125 salary reduction program for insurance premiums, and eligible non-reimbursed medical and dependent care expenses. The maximum reimbursement for non-reimbursed medical expenses shall be twenty-five hundred dollars (\$2,500) and the maximum reimbursement for non-reimbursed dependent care shall be five thousand dollars (\$5,000).

12.12 Short-Term Disability

After the expiration of all accrued sick and vacation time, or seven (7) calendar days, whichever is greater, an employee is eligible for illness or disability coverage at no additional cost. Benefit payments shall equal approximately sixty percent (60%) of the normal weekly salary up to a maximum payment of thirty-five hundred dollars (\$3,500) per month. The benefit period shall extend for a maximum of twenty-six (26) weeks from inception of the illness or disability. Appropriate medical certifications of disability will be required by the insurance carrier.

During the period of time an employee is receiving short-term disability, the College will continue to provide, at no additional cost to the employee, his/her medical and dental insurance. Dependent coverage, while the employee is on short-term disability, will be paid by the College.

in the same proportion as if the employee were actively at work. The employee will still be responsible for paying his/her share of dependent insurance coverage on a timely basis to the College.

12.13 Workers' Compensation

In accordance with the Workers' Compensation Act, an employee who is injured during working hours at Harper College and who meets the provisions of the Act is eligible to receive payment for medical expenses and partial salary compensation. An employee who is injured at the College during working hours must immediately report the accident to his/her supervisor and obtain immediate first aid from the Health Services Department.

If unable to perform normal duties, the employee must secure a statement from his/her physician in order to become eligible to begin receiving Workers' Compensation benefits. In order to continue receiving Workers' Compensation benefits, the employee must continue to provide the College with proper documentation from his/her physician.

An employee receiving Workers' Compensation disability benefits shall receive full pay for a work absence arising from an injury incurred while in the course of employment without deduction from accumulated sick leave, for the first ninety (90) calendar days of such absence. The amount paid by the College shall be the difference between the sums paid to the employee under the College Income Protection Plan, State Universities Retirement System benefits, and/or Workers' Compensation disability payments and the employee's full regular wages. This amount will be paid in a lump sum at the end of the ninety-day (90-day) period or the end of the disability, whichever occurs first. After such ninety (90) days, such difference shall be deducted from accumulated sick leave.

12.14 Permanent Disability

An employee who has exhausted accumulated sick leave and continues to be unable to perform his/her duties, whether or not receiving Workers' Compensation, and whose illness or disability has continued for one hundred twenty (120) or more workdays, whether continuous or intermittent, may be determined by the Board of Trustees to be permanently disabled. If the employee is able to return to work within one year, the provisions of Article V, Section 5.6 concerning reinstatement shall apply.

12.15 Extended Medical/Dental Insurance

The Board shall provide a terminated employee the option to purchase extended medical/dental insurance benefits in accordance with federal legislation (COBRA), for his/herself, his/her spouse and eligible dependents whose coverage would otherwise have been terminated.

12.16 Summer Insurance Premiums

An employee eligible for medical insurance coverage who works thirty (30) hours per week for at least forty (40) weeks per fiscal year shall be eligible to receive the College medical insurance contribution during the time he/she is not scheduled to work during the summer break.

ARTICLE XIII. SALARY

13.1 Salary Ranges

The salary ranges for employees covered under this Agreement shall be as set forth in Appendix "B" for 1995-96, and Appendix "C" for 1996-97.

The salary ranges shall be increased by 2.2 percent (2.2%) for 1995-96 and 2.2 percent (2.2%) for 1996-97.

13.2 Salary Adjustment For 7-8-95 Through 1-5-96

The base salary shall be increased for the period 7-8-95 through 1-5-96 by 3.0 percent (3.0%) up to the maximum of each employee's salary range.

13.3 Salary Adjustment For 1-6-96 Through 7-5-96

The base salary shall be increased for the period 1-6-96 through 7-5-96 by 1.0 percent (1.0%) of base salary up to the maximum of each employee's salary range.

13.4 Salary Adjustment For 1996-97

The salary increase for 1996-97 shall become effective 7-6-96 and shall be 3.0 percent (3.0%) of base salary up to the maximum of each employee's salary range.

13.5 Master's Degree Adjustment

Beginning in fiscal year 1989-90, an employee who obtains or has obtained a master's degree in a field related to his/her position and who is in a job title in which a master's degree is required or preferred, shall receive a \$300 stipend to be added to his/her base salary up to the maximum of his/her salary range. An employee hired after the signing of the Agreement shall receive the \$300 stipend at the end of his/her initial probationary period. Official college transcripts must be submitted to the Personnel Department for inclusion in the employee personnel file.

Effective 7-6-96, the stipend shall be increased to \$400 for qualified employees.

The master's degree requirement/preference can only be eliminated from a job description when the specific position is vacant and the administration must meet and confer with the Union before acting on the elimination.

13.6 Part-Time Employee Salary Adjustment

A salary adjustment or stipend for an employee who works less than twelve (12) months per year or less than five (5) days per week will be prorated in the same proportion as his/her average time worked bears to the normal full-time work schedule.

13.7 Promotion or Reclassification Increase

An employee selected for promotion or reclassification to a position with a higher salary range shall receive a minimum salary increase of nine percent (9%) for a one salary level change. For a multiple salary level change, an employee shall receive a minimum salary increase of nine percent (9%) plus three percent (3%) for each salary level change beyond the first level or the minimum of the new salary range, whichever is greater.

13.8 Reclassification Procedure

If an employee feels that his/her job classification may no longer be correct due to significant changes in the job duties and/or responsibilities of the position, the employee may obtain a position classification study from the Personnel Department, complete it and submit the request to his/her immediate supervisor. The written request shall include the reason(s) for the job evaluation study and detail the significant changes in the job duties and/or responsibilities.

The immediate supervisor shall review the request and forward it to the department dean/director who shall review the request and respond to the employee within twenty (20) working days.

If the dean/director agrees with the changes in the job duties and responsibilities of the position, he/she shall forward a request, no later than November 1, to the Personnel Department for a job description questionnaire for the employee to complete.

If the immediate supervisor or the dean/director does not agree with the changes in the job duties and responsibilities of the position, the employee has the option to review the request with the next level of supervision and receive an answer finalizing the job duties and responsibilities within ten (10) working days.

The two (2) completed forms shall be returned to the immediate supervisor and he/she shall review the responses to determine that the responses accurately represent the duties and responsibilities of the position and forward the forms to the department dean/director for review. Any discrepancies shall be reviewed with the employee, corrected, and agreed to prior to forwarding the completed forms to the Personnel Department for evaluation. The completed forms must be received by the Personnel Department between January 15 and February 15 of each year.

Based on the results of the evaluation, a determination will be made as to whether there have been significant changes in job duties and/or responsibilities to result in a change in level. The result of the evaluation will be sent to the dean/director by March 15 for discussion with the employee.

Should the employee disagree with the evaluation decision, the employee may appeal the decision and submit his/her rationale for the appeal to a review panel consisting of two (2) administrators appointed by the College President and two (2) professional/technical employees appointed by the Union. The appeal must be received by the Personnel Department by April 1. The panel shall review the evaluation and issue a final decision by May 1. The decision of the panel shall be nonprecedential.

An approved reclassification will be effective on July 1 of the following fiscal year.

13.9 Job Classification Elimination/Merger

The Board shall notify and discuss with the Union the effects of the elimination or merger of any job classification under this Agreement.

ARTICLE XIV. PROFESSIONAL EXPENSE BENEFITS

14.1 Tuition And Other Professional Expenses

A regular employee who works thirty (30) or more hours a week shall be allowed a professional expense benefit not to exceed seven hundred seventy five dollars (\$775) for fiscal year 1995-96 and eight hundred dollars (\$800) for fiscal year 1996-97 for qualified expenses as follows:

1. **Tuition.** An employee shall receive reimbursement for educational courses taken outside of the College and for other approved educational expenses for professional development activities approved in advance by the appropriate Vice President. All payments will be made upon submission of the appropriate reimbursement form and evidence indicating successful completion of the educational activity. When approved study is available only at institutions where tuition rates exceed the limit, supplemental grants may be made if specifically authorized by the appropriate Vice President. Any such approval shall be nonprecedential.

An employee may assign up to one hundred percent (100%) of his/her tuition expense benefit to another professional/technical employee for approved **degree credit courses only**. The assignment must be in writing and preapproved by the appropriate Vice President. The aggregation from one or more employees shall not exceed a total of \$775 for fiscal year 1995-96 or \$800 for fiscal year 1996-97. Any such approval shall be nonprecedential.

2. **Other Professional Expenses.** Professional expenses may also be used for the following:
- A. Membership fees and incidental expenses related to professional organizations as approved by the appropriate Vice President.
 - B. Subscriptions to professional journals, books and periodicals.
 - C. Licensing fees and certification fees for associations and agencies.
 - D. Registration fees for conferences, conventions and seminars.
 - E. Travel to approved meetings and conferences, exclusive of any supplemental travel funds institutionally budgeted. An employee shall be eligible to request a travel advance in accordance with the procedure as established in the Administrative Services Procedure Manual.
 - F. Typing and printing costs of thesis or dissertation, if an advanced degree is required or preferred by the employees' position description.
 - G. For the purchase of job related computer hardware and software, once every four (4) years, provided the employee has been covered under this agreement for at least six (6) months.

Effective with the 1995-96 contract year, an employee may assign up to fifty percent (50%) of Professional Expense benefits for items A through F of Article 14.1, Section 2.

Effective with the 1996-97 contract year, an employee may assign up to one hundred percent (100%) of Professional Expense benefits for items A through F of Article 14.1, Section 2.

An employee age forty-five (45) or over may utilize up to two hundred seventy dollars (\$270) of his/her professional expense allocation once every two years for (1) a Cardiovascular Risk Assessment (stress test) and (2) related Blood Cholesterol Profile performed at the Harper Cardiac Rehabilitation Center. This allocation is available only when these tests are not available through the employee's medical insurance plan.

All disbursements for professional expense benefits must be work related, pre-approved by the employee's immediate dean/director and

supported by appropriate evidence of payment. All vouchers for expenses incurred during the fiscal year must be submitted by June 15, except that professional expenses incurred during June may be allocated to the following year.

14.2 Tuition Waiver

Each regular employee who works thirty (30) or more hours a week, their spouse and dependent child twenty-four (24) years of age and under shall have the right to enroll in credit and continuing education courses offered at the College without tuition charge.

Each regular part-time employee who works nineteen (19) hours a week or more, but less than thirty (30) hours a week will have the right to enroll in one (1) course offering each semester. This benefit is limited to the employee only.

The participation of such employee, spouse or child in any continuing education offering shall be permitted only when there are sufficient paid enrollments to support the cost of the offering.

All customary laboratory or additional fees will be paid by the employee or member of the family.

Courses may be taken before or after normal working hours. However, employees may be allowed to take a course offered during their lunch period with the prior approval of their supervisor. If additional time beyond the lunch period is required to attend the course, such time must be made up that same day.

ARTICLE XV. RETIREMENT

15.1 Tax-Sheltered Annuity

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

15.2 Board Payment To Retirement System (SURS)

The Board shall deduct from the salary of each eligible employee a sum equal to the required retirement contribution, each pay period, to be paid to the Illinois State Universities Retirement System, for the retirement account of such employee.

15.3 Early Retirement

An employee who retires under the State Universities Retirement System (SURS), and who has been employed by the College for the preceding ten (10) years on a full-time basis and who is at least fifty-five (55) years

of age, but less than sixty (60) years of age, shall be eligible to retire early as prescribed by HB 289 of 1981.

- Age 55:** The College will make a lump sum payment to SURS of one hundred twenty five percent (125%) of the base salary of the retiree. The remaining ten percent (10%) of the base salary to meet HB 289 of 1981 requirements will be paid by the retiree.
- Age 56:** The College will make a lump sum payment to SURS of one hundred eight percent (108%) of the base salary of the retiree.
- Age 57:** The College will make a lump sum payment of SURS of eighty-one percent (81%) of the base salary of the retiree.
- Age 58:** The College will make a lump sum payment to SURS of fifty-four percent (54%) of the base salary of the retiree.
- Age 59:** The College will make a lump sum payment to SURS of twenty-seven percent (27%) of the base salary of the retiree.

15.4 Retirement Group Health Insurance

An employee who retires under the State Universities Retirement System, and who has been employed by the College for the preceding ten (10) years on a regular basis and who has been in pay status for at least 1250 hours per year for each of the ten years shall receive a Board contribution equal to the prevailing rate for employee coverage for medical and dental insurance for five (5) years toward the cost of individual retiree medical/dental coverage under the College group insurance program in effect at time of retirement.

15.5 Retiree Tuition Waiver

An employee who retires from Harper College and is receiving retirement benefits from the State Universities Retirement System shall be eligible to enroll himself/herself in credit and continuing education offerings under the current tuition waiver policy adopted by the Board of Trustees.

ARTICLE XVI. PRECEDENCE OF AGREEMENT

If there is any conflict between the written terms of this Agreement and written Board policies or written Board rules and regulation which from time to time may be in effect, the written terms of this Agreement shall be controlling.

If any provision or amendment of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable, except to the extent permitted by law. In such case all other provisions of this Agreement shall remain in effect.

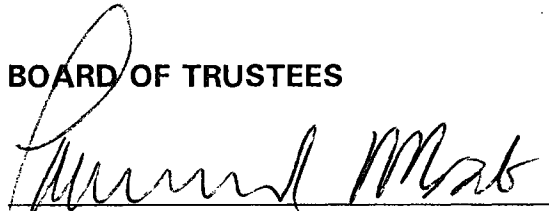
The terms and conditions set forth in this Agreement represent the full and complete understanding and commitments between the parties thereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

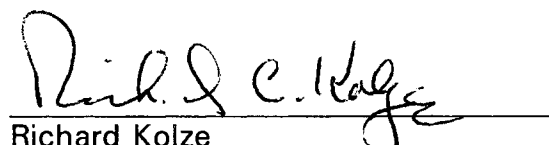
The parties each have voluntarily and unqualifiedly waived any right which might otherwise exist under law to negotiate over any subject not specifically referred to, or covered in, this Agreement during the term of this Agreement, whether known or unknown during the period of negotiations provided, however, that the Board will negotiate with the union over wages, hours and other terms and conditions of employment related to the possible future need of the College to establish a normal workweek which may include Saturday and/or Sunday.

ARTICLE XVII. TERM OF AGREEMENT


This Agreement shall be effective on the date of its execution or as otherwise specifically indicated and shall continue in effect through midnight of June 30, 1997. However, should a comprehensive revision of the employee insurance program be negotiated by the College with another employee group, the Board would be willing, upon written request, to reopen the agreement to negotiate Article XII, Insurance Programs.

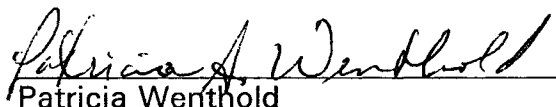
BOARD OF TRUSTEES


Larry Moats
Chairman


Richard Kolze
Secretary

PROFESSIONAL/TECHNICAL UNION


Robert Breving
AFT/IFT


Patricia Wenthold
President, Pro/Tech Union

APPENDIX "A"

Level Position Title

E1 Admissions Associate
 E1 Admissions Outreach Assoc.
 E1 AED Assmt & Reg Spec/Outreach
 E1 AED Bil. Student Serv. Spec.
 E1 AED Specialist
 E2 AED Student Advisor*
 E2 Advanced Technology Analyst
 E4 Advanced Technology Spec.
 E1 Area Tutor Coord., ACCT/CIS
 E1 Area Tutor Coord., English
 E1 Area Tutor Coord., Math/Science
 E1 Assessment Coordinator
 E1 Asst. Athletic Trainer*
 E3 Asst. Program Supervisor CRAF*
 E3 Asst. Lab Supervisor
 E2 Athletic Trainer*
 E1 Bookkeeper, Head
 E4 CAD/CAM Training Specialist
 E1 Career Specialist*
 E1 CE Program Information Spec.
 N9 Child Care Specialist
 E3 Client/Server Prog Analyst
 E3 College Nurse
 E5 Coord, CE Bus & Prof Dev*
 E5 Coord, CE Corporate Services*
 E5 Coord, CE Credit*
 E5 Coord, CE WHP*
 E5 Coord, CE Voc Tech*
 E5 Coord, CE Health*
 E5 Coord, Manufacturing Services*
 E5 Coord, Media Productions*
 E5 Coord, Unix Oper Syst Tech*
 E5 Coord, Wkfrs ESL & BSC Skills*
 E2 Data Communications Technician
 E2 Editorial Supervisor
 E2 Electronic Services Specialist
 E1 Electronic Technician
 E3 Electronic Technician, Senior
 E1 ESL Assessment & Reg. Specialist
 E4 ESL Reg & P/T Acad Prog Coord*
 E3 ESL Spec. & Lab Supervisor*
 E3 ESL & Intern'l Student Advisor*
 E2 Exercise Physiologist*
 E4 Extension Serv. Spec.*
 E5 Facilities Mgr & Rec Prog Coord*

Level Position Title

E3 Faculty Dev Coord/CE Liaison*
 E3 Help Desk Specialist
 E1 Information Specialist
 E2 Instructional Design Spec.*
 E2 Instructional Spec.*
 E4 Internal Research Spec.*
 E2 Intramurals Coord. & WHP Sup.
 E1 Lab Assistant, ESL
 E2 Lab Assistant, Nursing
 E2 Lab Asst., Prog. Micros
 N8 Lab Tech. I, Chemistry
 E1 Lab Tech. II, Chemistry
 E1 Lead Interpreter
 E2 Linguistic Specialist*
 E4 Local Area Network Specialist
 E2 Manager, Theatre
 E4 Music Academy Coordinator*
 E2 Network Specialist
 E1 Photographer
 E2 Placement Coordinator*
 E2 Program Specialist*
 E2 Program Spec - Travel Academy
 E3 Programmer Analyst
 E5 Programmer Analyst, Senior
 E2 Registered Nurse
 E1 Research Analyst*
 E3 SLIP Lab Super & Mat'l Spec.*
 E6 Sr. Programmer Analyst - DBA
 E3 Student Activity Coord.
 E3 Student Records Coord.*
 E2 Supervisor, Circulation
 E3 Supervisor, Food Service Oper.
 E2 Supervisor, Graphics
 E2 Supervisor, Print Shop
 E2 Supervisor, Weight Mgmt.
 E5 Systems Programmer
 E2 Testing Specialist
 E2 Transfer Information Coordinator*
 N9 Tutor
 E4 Unix Network Specialist
 E2 Wellness Coordinator*
 E1 Workforce Specialist
 E1 Writing Center Specialist
 E4 Writing Center Coordinator*

NOTE:

* = Indicates Master's degree required or preferred

E = Indicates an exempt position; N = Indicates a non-exempt position

APPENDIX "B"
Pro/Tech - Non-Exempt
Salary Ranges 1995-96

| Level | Minimum | Midpoint | Maximum |
|--------------|-----------------|-----------------|-----------------|
| 6 | 19,447 9.97 | 23,920 12.27 | 28,393 14.56 |
| 7 | 21,003 10.77 | 25,834 13.25 | 30,664 15.73 |
| 8 | 22,499 11.54 | 27,900 14.31 | 33,302 17.08 |
| 9 | 24,299 12.46 | 30,132 15.45 | 35,966 18.44 |

Pro/Tech - Exempt
Salary Ranges 1995-96

| Level | Minimum | Midpoint | Maximum |
|--------------|-----------------|-----------------|-----------------|
| 1 | 26,592 13.64 | 33,240 17.05 | 39,887 20.46 |
| 2 | 28,985 14.86 | 36,231 18.58 | 43,477 22.30 |
| 3 | 31,594 16.20 | 39,492 20.25 | 47,390 24.30 |
| 4 | 34,437 17.66 | 43,046 22.07 | 51,655 26.49 |
| 5 | 37,536 19.25 | 46,920 24.06 | 56,304 28.87 |
| 6 | 40,915 20.98 | 51,143 26.23 | 61,372 31.47 |

APPENDIX "C"
Pro/Tech - Non-Exempt
Salary Ranges 1996-97

| Level | Minimum | Midpoint | Maximum |
|--------------|-----------------|-----------------|-----------------|
| 6 | 19,875 10.19 | 24,446 12.54 | 29,018 14.88 |
| 7 | 21,465 11.01 | 26,402 13.54 | 31,339 16.07 |
| 8 | 22,994 11.79 | 28,514 14.62 | 34,034 17.45 |
| 9 | 24,833 12.73 | 30,795 15.79 | 36,757 18.85 |

Pro/Tech - Exempt
Salary Ranges 1996-97

| Level | Minimum | Midpoint | Maximum |
|--------------|-----------------|-----------------|-----------------|
| 1 | 27,177 13.94 | 33,971 17.42 | 40,765 20.91 |
| 2 | 29,623 15.19 | 37,028 18.99 | 44,434 22.79 |
| 3 | 32,289 16.56 | 40,361 20.70 | 48,433 24.84 |
| 4 | 35,195 18.05 | 43,993 22.56 | 52,792 27.07 |
| 5 | 38,362 19.67 | 47,953 24.59 | 57,543 29.51 |
| 6 | 41,815 21.44 | 52,268 26.80 | 62,722 32.17 |

