

**2016-2019
AGREEMENT**

BETWEEN

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

AND

**WILLIAM RAINEY HARPER COLLEGE
PROFESSIONAL/TECHNICAL UNION
A CHAPTER OF
THE COOK COUNTY COLLEGE TEACHERS UNION
LOCAL 1600, AFT, AFL-CIO**

July 2016

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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 Professional/Technical 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 Professional/Technical 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 Professional/Technical 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 Information

The Board shall make available to the Union, upon written request, existing public information, 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 ten working days, whenever possible, following a written request from the Union. The Board shall not be obligated hereunder to research or compile data or to provide such information 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 Check-off/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 check-off 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:

A. Chapter Officers

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 up to two (2) other Professional/Technical employees 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.

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

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

4.8 Committee Representative

The Board shall encourage the participation of Professional/Technical representatives on 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 has access to online Board exhibits, which provides notification of the hiring of a new Professional/Technical employee.

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 accommodate members who wish to attend the monthly scheduled union meeting. Union meetings will be scheduled during lunch hours when possible and on days that typically least impact student services and classroom space.

4.12 Environment

Harper College is committed to providing a healthy and safe environment for its employees and has assigned the Environmental Health and Safety Committee the responsibility for monitoring those aspects of the physical environment which affect health, safety and accessibility of Harper employees. As a result, an Ergonomics program has been implemented in order to assess those work-related factors that may pose a risk of musculoskeletal disorders and to make recommendations to alleviate them. The following steps offer a plan to identify problems that need to be addressed and actions aimed at resolution.

- Training and on-going health education programs to expand supervisor and employee ability to evaluate potential musculoskeletal problems.
- Prompt reporting of problems or potential problems to Purchasing and/or Health Service.
- Work station evaluation by the Purchasing Department.
- Options determined for reducing risks.
- Prompt implementation of improvements.
- Feedback from employee in order to evaluate effectiveness.
- Application of ergonomic factors and principles when designing new work stations.
- Access to resources from departmental, divisional or institutional funds for improvements.

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 or less than 52 weeks per fiscal year.
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 Executive Council member or designee. Overtime shall be paid at the rate of one and one-half (1½) times the basic hourly rate of pay for hours worked over thirty-seven and one half (37.5) hours. 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 (1½) times the basic hourly rate of pay, or as compensatory time off taken at one and one-half (1½) times the number of hours worked.

5.3 Alternative Scheduling

Employees will be considered for alternative work scheduling on a case-by-case basis, where flexible work schedules can accomplish both work and personal goals, to provide coverage for individual department operations and to serve the institution as a whole with increased productivity at no expense to the College's level of service.

If, as a result of short-term major project work, a staff member is required to work significant hours in excess of their regularly scheduled work week, the employee's supervisor may, in collaboration with the staff member, develop an alternate work schedule for the week(s). When possible, alternative scheduling for short-term needs will be discussed in advance.

5.4 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.

5.5 Introductory Period

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

The introductory period for each new exempt employee shall be six (6) calendar months. The Board may extend such introductory 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 introductory period. If the introductory 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 introductory period but shall not be available until the conclusion of the initial introductory period (without regard to whether such original introductory period is extended). There shall be no seniority among introductory employees.

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

5.6 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.

5.7 Furlough Days

A furlough day is defined as a day during the fiscal year on which employees do not report to work and are not paid. Furloughs are designed to address temporary emergency financial circumstances that threaten the financial well-being of the institution. Therefore, the President, with approval of the Board of Trustees, may temporarily place all bargaining unit eligible employees on leave without pay status when the state does not fully fund the base operating grant in any particular fiscal year.

The Board shall approve the duration and dates of the furlough, after notifying the Union of the State's failure to fund the base operating grant necessitating the need for furlough days. Employees shall be given at least 30 days' notice of a furlough. No more than 5 furlough days shall fall within the same pay period. If the Board implements

more than 10 furlough days in a fiscal year, the College shall not implement a reduction in force for unit members during the same fiscal year. If after furlough days have been implemented, the College receives full funding of the State base operating grant in a particular fiscal year, unit members who had unpaid furlough days during that year and remain employed with the College shall be reimbursed for their lost earnings due to the unpaid furlough days.

5.8 Reduction In Force

If the Board determines that a reduction in force is necessary, employees within the affected position titles shall be laid off in inverse order of seniority, unless an employee has received an overall rating of "Needs Improvement" on any of the last three years of his/her annual employee performance evaluations.

Employees separated as result of a reduction in force may be eligible for severance benefits if there is no foreseeable opportunity for re-employment. An employee who applied for retirement before separation shall not be entitled to severance benefits. For qualified employees, the severance benefits shall include outplacement services as determined by the college, use of the college's existing Employee Assistance Program (EAP), Harper College tuition waivers up to a maximum of 30 credit hours, and one week's pay for every year of service to the college. The employee must use the tuition waivers for retraining and/or continuing his/her education over the next three (3) consecutive semesters following the layoff, including summer. If the employee is subsequently recalled, the employee may be required to repay a portion of the severance pay as a condition of re-employment.

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 fourteen (14) calendar days of the date of mailing, the Board's obligation hereunder shall be terminated.

59 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.

5.10 Pay Periods

Each employee covered under this Agreement shall receive his/her salary in biweekly installments. Harper College recommends that all employees receive their salary by electronic deposit or Debit Pay Card. Insurance deductions will be deducted on twenty-six installments or prorated on the number of installments during his/her work year.

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.

5.11 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 electronically for ten (10) calendar days.

It is mutually agreed that prior to creating a new job title or the revision of an existing job title, the College shall notify the Union and meet to discuss if the new or revised job title should be included or remain in the bargaining unit.

A Professional/Technical employee on layoff status has access to online position vacancy notices for Professional/Technical positions. 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.

5.12 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. No documents which are authorized to be put into the personnel file 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.

5.13 Evaluative Material

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

5.14 Temporary Appointment

An employee appointed by an Executive Council member or designee to temporarily fill a vacant position for twenty (20) 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 or the beginning salary of the established position, whichever is greater.

5.15 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 or a mutually-agreed-upon situation.

An emergency will be defined as any unexpected situation or occurrence that significantly disrupts college operations and/or services requiring immediate action.

5.16 Reorganizations

Good faith efforts for collaboration will be made prior to organizational restructuring.

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 Executive Council member or designee. A copy of such recommendation along with the reason(s) therefore 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 supervisor who will arrange for a meeting to be held within ten (10) days to review the grievance. The formal written grievance shall clearly identify all grievants,

summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is requested. The filing of the formal written grievance at this step must be within ten (10) days of the 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 supervisor 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 Executive Council member or designee by filing the same in writing within ten (10) days of receipt of the answer from the supervisor. The Executive Council member 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 Executive Council member 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 to 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. Reading Day (Friday before Easter)
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 Winter Break)

9. Veteran's Day (November 11, to be used during Winter Break)
10. Day before Thanksgiving
11. Thanksgiving Day (4th Thursday in November)
12. Day after Thanksgiving
13. Christmas Eve Day (December 24)
14. Christmas Day (December 25)
15. 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. The Board reserves the right to alter this procedure for specific situations, based upon the academic calendar.

All employees shall receive the same additional days off with pay between Christmas and New Year's Day.

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 Winter Break.

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 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; 12 years - 17 days; 13 years - 18 days;
14 years - 19 days; 15 years - 20 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.

Vacation leave will be prorated for part-time employees based on the hours worked.

9.2 Rate of Accumulation

Vacation leave will begin accruing on an employee's first day of employment.

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 the current 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 and must be taken in one-half (1/2) day or full day increments. 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. An introductory employee will accumulate vacation leave during the introductory period. Vacation leave, however, will not be paid if introductory period is not completed, nor can it be used during the Introductory 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 (1¼) days per month, which may accumulate to an unlimited number of days. Sick leave will be prorated for part-time employees based on the hours worked.

All personal business days which are unused at the end each fiscal year shall be added to the employee's accumulated "Unused Personal Business to Sick" Leave balance. These days cannot be reported to SURS for extra service credit purposes when the employee leaves the College.

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 and must be taken in one-half (1/2) day or full day increments. 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 or medical emergency in the employee's immediate family. The use of sick leave for illness or medical emergency in the immediate family shall be limited to a maximum of five working days. A supervisor may authorize up to an additional five (5) working days of paid sick leave for a medical emergency of extenuating circumstances in the immediate family with the approval of the Chief Human Resources Officer. 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 (½) 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 Chief Human Resources Officer.
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 (½) day increments. Beginning in year two (2) of this agreement (July 1, 2017), one (1) additional "Personal Business Leave Day" will be added for all Professional/Technical unit members.

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 introductory 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 "Unused Personal Business to Sick" leave balance. These days cannot be reported to SURS for extra service credit purposes when the employee leaves the College.

11.2 Bereavement Leave

Provided the days fall on the employee's regularly scheduled workdays, a leave with pay up to five (5) consecutive workdays may be granted in the event of the death of:

- Spouse or domestic partner
- Child (or any child that the employee is acting *in loco parentis*)
- Parent (step parent, adoptive parent, foster parent or parent in-law)

Provided the days fall on the employee's regularly scheduled workdays, a leave with pay up to three (3) consecutive workdays may be granted in the event of the death of:

- Sibling (step sibling, adoptive sibling, or foster sibling)
- Aunt and Uncle
- Nephew and niece
- Grandchildren
- Grandparents
- Current in-laws (son/daughter, brother/sister)

In the event that additional time is needed or the relationship to the deceased is not covered above, the employee may use personal business days and/or vacation days (in that order) to extend the absence as approved by the supervisor. Personal business and vacation days may only be used to the extent they have been accrued. Additional unpaid time off may be granted under supervisor discretion. Proof of death may be requested by the College.

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 his/her Supervisor 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, which must identify the religious holiday, 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 non-precedential 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 up to 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 College President or designee. 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 group health, dental and life insurance programs 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 Parental Leave

A regular full-time employee who has completed two (2) years of full-time service to the College shall be eligible for a parental leave of absence, without pay or other benefits except for those benefits specifically identified in this Article, 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 six (6) 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 parental leave of absence should normally be submitted in writing to the appropriate Executive Council member or designee at least four (4) months prior to the start of the leave. If desired, the employee may continue group health, dental and life insurance coverage provided that the employee pays the full cost of such participation to the College at the beginning of each month.

Sick leave shall not be applicable during the period of parental leave, except as eligible under the Family Medical Leave Act. Any accumulated sick leave available at the commencement of the leave, except as taken under the Family Medical Leave Act, shall be available to the employee upon return to employment at the College.

11.10 Non-precedential Effect of Leaves

Any leave of absence herein which by its terms is not mandatory may be within the sole discretion of the College President or the appropriate administrator. The granting or denial of such leave shall be non-precedential 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.

11.12 Family Medical Leave Act

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

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 \$120,000.

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 \$120,000.

12.4 Health/Major Medical and Dental

The health/major medical and dental insurance plans, rates and employee-employer contributions in force shall follow what has been approved by the Board of Trustees for its other employee groups,

consistent with Article 12.9. When multiple healthcare plan options are available to the College's other employee groups, members may select from those individual plan options and corresponding plan premium rates that best fit her/his interest.

12.5 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 forty-five hundred dollars (\$4,500) 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.

12.6 Long-Term Disability

The Board shall pay the premium to provide a monthly benefit of sixty percent (60%) of salary, not to exceed forty-five hundred dollars (\$4,500) per month for long-term disability insurance for eligible employees.

12.7 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.

12.8 Insurance Committee

A standing committee exists for the purpose of evaluating existing health/major medical/dental insurance programs and making recommendations to the Board of Trustees, when necessary. The committee is composed of an equal number of faculty members and members appointed by the President. Other recognized employee groups at the College may each appoint an individual non-voting

member of the committee as a representative. The Union may appoint one employee to represent the Union as liaison to the committee.

12.9 Fiscal Year

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

12.10 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).

12.11 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 thirty (30) 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 thirty-day (30 day) period or the end of the disability, whichever occurs first.

12.12 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 as unavailable for employment, subject to any applicable ADA accommodation obligations as determined by the College. If the employee is able to return to work within one year, the provisions of Article V, Section 5.6 concerning reinstatement shall apply.

12.13 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.

12.14 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 2016-2017, Appendix "C" for 2017-2018 and Appendix D for 2018-2019.

The salary ranges shall be increased by 1.0 percent (1%) for 2016-2017, 1.5 percent (1.5%) for 2017-2018 and 1.75 percent (1.75 %) for 2018-2019.

13.2 Salary Adjustment for 2016-2017

The salary increase for 2016-2017 shall become effective with the first full pay period in July 2016 for an employee hired prior to April 1, 2016 and shall be 1.0 percent (1.0%) of base salary up to the maximum of each employee's salary range.

13.3 Salary Adjustment for 2017-2018

The salary increase for 2017-2018 shall become effective with the first full pay period in July 2017 for an employee hired prior to April 1, 2017

and shall be CPI-U (with a range of 1.5%-3.0% of base salary up to the maximum of each employee's salary range).

13.4 Salary Adjustment for 2018-2019

The salary increase for 2018-2019 shall become effective with the first full pay period in July 2018 for an employee hired prior to April 1, 2018 and shall be CPI-U (with a range of 1.95%-3.0%) of base salary up to the maximum of each employee's salary range.

13.5 Professional Development Activities

If the following conditions are met, professional development activities will be eligible for an increase to the base salary up to the maximum of an employee's salary range, upon successful completion of his/her initial Introductory Period. Official college transcripts or certification documents must be submitted to the Human Resources Department prior to final approval and for inclusion in the employee's personnel file. A salary adjustment 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 scheduled time worked bears to the normal full-time work schedule. These professional development activities must be pre-approved by the appropriate President's Cabinet member.

1. Master Degree Attainment: An employee who earns an accredited master's degree, while employed at Harper, in a field related to his/her position and whose official HR job description states a master's degree is preferred, shall receive a \$1,000 increase to their base salary.
2. Bachelor Degree Attainment: An employee who earns an accredited bachelor's degree, while employed at Harper, in a field related to his/her position and whose official HR job description states a bachelor's degree is preferred, shall receive a \$450 increase to their base salary.
3. Certification Attainment: An employee who earns job relevant certifications comparable to the attainment of a bachelors degree (120 credit hours), while employed at Harper, shall receive a \$450 increase to their base salary.

The following calculations will be applied for a comparable bachelor's degree:

- a. Continuing Education course: approved continuing education courses will equate to one-third (1/3) of the CEU earned. [CEU earned/3 = credit hours earned]
- b. Non-credit courses: approved non-credit courses will equate to one (1) credit hour for each thirty (30) clock hours of instruction. [clock or contact hours/30 = credit hours earned]

13.6 Promotion Increase

An employee selected for promotion, within the unit, 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.

13.7 Reclassification Increase

An employee selected for reclassification, within the unit, 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. Any reclassification salary increase will be retroactive to January 1 of the current fiscal year. Employees receiving a reclassification increase will not be eligible for a general increase within the same year.

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 Human Resources 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 Human Resources 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 Human Resources Department for evaluation. The completed forms must be received by the Human Resources 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 Human Resources 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 non-precedential.

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.

13.10 Account Executive

In The self-funded positions of Account Executive– Harper College for Business, the introductory period may be extended under Article 5.5 for an additional six (6) months to twelve (12) months. However, employees may use paid time off (vacation and personal business days) after the first six month period.

Pre-determined sales goals will be the primary factor in measuring successful employee performance in these positions. Individual performance against these pre-determined goals will be reviewed on a quarterly basis. Additionally, the disciplinary sequence may be shortened if the employee does not meet the pre-determined sales goals or it may be reasonably determined by the College that the sales goals for a quarter or the year will not be met.

Furthermore, it is agreed that any incentive compensation program for the Account Executive position, above the negotiated salary increase, shall not be a subject of collective bargaining.

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 one thousand one hundred (\$1100) for qualified expenses each fiscal year for the remainder of this contract.

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 Executive Council member or designee. All payments will be made upon submission of the appropriate online 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 Executive Council member or designee. Any such approval shall be non-precedential.

An employee may assign up to one hundred percent (100%) of his/her tuition/professional expense benefit to another professional/technical employee for approved items A through F of Article 14.1, Section 2. The assignment must be in writing and pre-approved by the appropriate Executive Council member or designee. The aggregation from one or more employees shall not exceed a total of \$1,500 per fiscal year. Any such approval shall be non-precedential.

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 immediate supervisor and the appropriate. Executive Council member or designee.
- B. Subscriptions to professional journals, books and periodicals.
- C. Licensing fees and certification fees for associations and agencies.
- D. Registration and laboratory fees for courses, 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.

3. **Part-Time Employee Tuition/Professional Expense**

A regular part-time employee who has been employed for at least one (1) year and is scheduled to work between 19-29 hours per week, may apply for up to \$350 during the fiscal year for reimbursement of tuition and/or professional expense benefits A through F. The normal application procedure for tuition reimbursement shall be followed. Total expenditures for all eligible employees per year shall not exceed \$5000. A part-time employee may aggregate up to \$150 in funds from full-time professional/technical employees for approved items A through F. The total benefit including aggregation from one or more employees shall not exceed a total of \$500 per fiscal year. The aggregation must be in writing and pre-approved by the appropriate President's Cabinet member.

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. Pre-approvals for professional expenses must be completed by May 31. All vouchers for expenses incurred during the fiscal year must be

submitted by May 31, except for pre-approved professional expenses incurred in June. Professional expenses incurred in June may be allotted 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 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 two (2) course offerings each semester. This benefit is limited to the employee only.

The participation of such employee in any continuing education offering shall be at 100% waiver. Dependent child participation in INZONE program shall be eligible for an 80% tuition waiver.

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

Voluntary employee salary reductions for Internal Revenue Code Section 403(b) tax-sheltered annuities and 457(b) deferred compensation shall be available to all employees covered by this Agreement. Contracts shall be arranged individually through the Office of the Executive Vice President of Financial and 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 Retirement Benefit

During the term of this agreement, an employee with fifteen (15) or more years of service as defined in Section 15.4 of this Agreement, who gives notice of retirement at least twenty four months prior to retirement, shall not be subject to the salary range cap provision for the last two fiscal years of employment, unless the employee's annual earnings increases for either of the two previous fiscal years prior to the employee's retirement notice exceeds the SURS "Six-percent (6%) Limit" in any of the previous two fiscal years prior to providing notice. For the employee's final two fiscal years of employment, the employee will receive the percentage salary increase provided in salary Article 13.2, 13.3, added to their base salary. At the time of notice, employees will be required to meet with Human Resources to assess future assignments and their impact on earnings to ensure that the employee's earnings for the final two fiscal years do not result in a SURS penalty payment. Employees who do not meet these requirements will not be eligible for the full benefit.

An employee with fifteen (15) or more years of service as defined in Section 15.4 of this Agreement, who gives notice of retirement at least twelve months prior to retirement, shall not be subject to the salary range cap provision for the last fiscal year of employment, unless the—employee's annual earnings increases for any of the three previous fiscal years prior to the employee's retirement notice exceeds the SURS "Six-percent (6%) Limit" in any of the previous three fiscal years prior to providing notice. For the employee's final fiscal year of employment, the employee will receive the percentage salary increase provided in salary Article 13.2, 13.3, added to their base salary. At the time of notice, employees will be required to meet with Human Resources to assess future assignments and their impact on earnings to ensure that the employee's earnings for the final fiscal year does not result in a SURS penalty payment. Employees who do not meet these requirements will not be eligible for the full benefit.

15.4 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 and eligible family members in credit course offerings under the current tuition waiver policy adopted by the Board of Trustees.

Article XVI. LIMITED REOPENER PROVISIONS

If state legislation is enacted prior to June 30, 2019 that imposes a property tax "freeze" or pension "cost shift", either party shall be

entitled to mid-term bargain Article XIII (Salary) of this Agreement for the remainder of the agreement.

Property tax "freeze" legislation includes any statutory amendment or revision to the current Property Tax Extension Limitation law ("PTELL") which reduces or otherwise modifies the Board's tax levy/extension authority under the current tax "cap" (PTELL) limitations. Pension "cost shift" legislation includes any statutory amendment or revision to the Illinois Pension Code which imposes additional annual SURS pension contributions or costs on the College or employee.

When mid-term bargaining based upon either of the legislative enactments identified above is deemed necessary, the Board and the Union will initiate bargaining within sixty (60) days of either party's request for mid-term bargaining. The mid-term bargaining shall be limited to items addressed in Article XIII (Compensation) unless the parties mutually agree to extend the scope of mid-term bargaining to other contract issues. Any mid-term agreement(s) reached by the negotiation teams shall be subject to ratification and approval by the Union and Board. In the unlikely event that the negotiation teams are unable to reach an agreement after mediation and impasse, the Board and the Association each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act to reach a settlement.

If either of the mid-term bargaining items occurs and the parties subsequently engage in bargaining, the Board and Association agree to waive any rights to additional mid-term bargaining during the term of this 2016-2019 agreement.

ARTICLE XVII. 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.

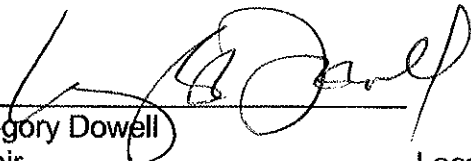
ARTICLE XVIII. TERM OF AGREEMENT

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, 2019.

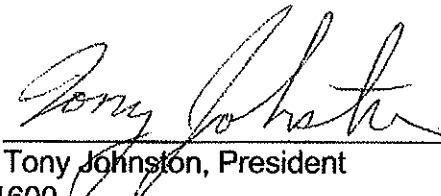
Agreed to, signed and entered into this 1 day of July 2016

BOARD OF TRUSTEES

PROFESSIONAL/TECHNICAL UNION



Gregory Dowell
Chair



Tony Johnston, President
Local 1600



Dr. Nancy Robb
Secretary



Michael Vanlandingham
President, Pro-Tech Union

APPENDIX "A"

Upon request by the Union, the College will provide a current list of members and positions within five (5) working days of the request.

APPENDIX "B"

**PROFESSIONAL/TECHNICAL - NON-EXEMPT
SALARY RANGES 2016-17**

<u>LEVEL</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
8	36,431 18.68	45,177 23.17	53,923 27.65
9	39,345 20.18	48,791 25.02	58,237 29.87

**PROFESSIONAL/TECHNICAL - EXEMPT
SALARY RANGES 2016-17**

<u>LEVEL</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
1	43,058 22.08	53,822 27.60	67,278 34.50
2	46,933 24.07	58,666 30.09	73,333 37.61
3	51,157 26.23	63,946 32.79	79,933 40.99
4	55,761 28.60	69,701 35.74	87,126 44.68
5	60,779 31.17	75,974 38.96	94,968 48.70
6	66,250 33.97	82,812 42.47	103,515 53.08

Base increase = 1.00%
Salary increase = 1.00%

APPENDIX "C"

**PROFESSIONAL/TECHNICAL - NON-EXEMPT
SALARY RANGES 2017-18**

<u>LEVEL</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
8	36,977 18.96	45,855 23.52	54,733 28.07
9	39,935 18.64	49,523 23.12	59,111 27.59

**PROFESSIONAL/TECHNICAL - EXEMPT
SALARY RANGES 2017-18**

<u>LEVEL</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
1	43,703 22.41	54,629 28.01	68,286 35.02
2	47,637 24.43	59,546 30.54	74,433 38.17
3	51,924 27	64,905 33	81,131 42
4	56,597 29.02	70,746 36.28	88,433 45.35
5	61,690 32	77,113 40	96,391 49
6	67,242 34.48	84,053 43.10	105,066 53.88

Base increase = 1.50%
 Salary increase = CPI-U w/ range 1.5% - 3%

APPENDIX "C"

**PROFESSIONAL/TECHNICAL - NON-EXEMPT
SALARY RANGES 2018-19**

<u>LEVEL</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
8	37,624 19.29	46,657 23.93	55,690 28.56
9	40,634 20.84	50,390 25.84	60,146 30.84

**PROFESSIONAL/TECHNICAL - EXEMPT
SALARY RANGES 2018-19**

<u>LEVEL</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
1	44,468 22.80	55,585 28.51	69,481 35.63
2	48,470 24.86	60,588 31.07	75,735 38.84
3	52,833 27.09	66,041 33.87	82,551 42.33
4	57,588 29.53	71,985 36.92	89,981 46.14
5	62,771 32.19	78,464 40.24	98,080 50.30
6	68,421 35.09	85,526 43.86	106,908 54.82

Base increase = 1.75%
 Salary increase = CPI-U w/ range 1.95% - 3%