

2012-2016

AGREEMENT

BETWEEN

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

AND

HARPER COLLEGE ADJUNCT FACULTY
ASSOCIATION, IEA-NEA

August 2012

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INTRODUCTION

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

- Unit eligible "Adjunct Faculty" who are part-time instructional employees.
- Unit eligible "Adjunct Faculty Librarians and Counselors" hereinafter referred to as "Adjunct Librarians/Counselors." This group includes the following classifications: Student Development Counselors, Athletic Academic Counselors, Learning Disability Specialists, and Librarians.
- Within this agreement it is understood that all references to "Adjunct Employees" will refer to unit eligible "Adjunct Faculty" and unit eligible "Adjunct Librarians/Counselors."

ARTICLE I

1.1 Recognition

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

Adjunct Faculty

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

Adjunct Librarians/Counselors

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

Examples, but not limited to the following illustrations, of assignments which count towards bargaining unit eligibility are as follows:

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

Example Two. In a given academic semester, an adjunct counselor is assigned to work eight (8) weeks for five (5) hours a week and also is assigned to work an additional eight (8) weeks for fifteen (15) hours per week. The total hours assigned for that given academic semester is one hundred sixty (160) hours. One hundred sixty (160) hours divided by sixteen (16) weeks equals an average of ten (10) hours/week in that given academic semester. Therefore, this adjunct counselor meets bargaining unit eligibility criteria as certified by the IELRB.

Bargaining unit eligibility shall commence at the beginning of the fourth consecutive academic semester in which the adjunct librarian/counselor is assigned to work a minimum of 160 hours per semester, excluding the summer term.

Dual Position Employees

Dual position employees are adjunct employees who satisfy the HCAFA bargaining unit eligibility criteria set forth above, regardless of whether or not they are covered by another Harper College collective bargaining agreement. Such eligible employees include: professional-technical employees, custodial-maintenance and buildings/ grounds employees, and police department and community safety officers. These employee positions are designated by the College based upon the employee's job assignment and job description. Excluded from dual unit eligibility are all adjunct employees who do not meet the bargaining unit eligibility criteria set forth above, and any other employees excluded under Section 2 of the Illinois Educational Labor Relations Act.

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

1.2 Maintenance of Inclusion

Adjunct Faculty

An adjunct faculty member who qualifies for initial bargaining unit inclusion but who subsequently fails to meet the eligibility criteria set forth in Article 1.1 shall remain a member of the bargaining unit for two consecutive semesters, excluding the summer term, in which the member provides no instructional services. Failure to satisfy the eligibility criteria in Article 1.1 for the third consecutive academic semester, excluding the summer term, will result in removal from the bargaining unit.

Adjunct Librarians/Counselors

An adjunct librarian/counselor who qualifies for initial bargaining unit inclusion but who subsequently fails to meet the eligibility criteria set forth in Article 1.1 because he/she was unable to accept an assignment due to an extended and medically documented disability, or does not work due to other valid and justifiable reasons acceptable to the College, shall remain a member of the bargaining unit for two consecutive semesters, excluding the summer term, in which the member is not assigned to work a minimum of one hundred sixty (160) hours per semester. In such event, the College shall make a reasonable effort to assign an adjunct librarian/counselor with at least a one hundred sixty (160) hour assignment, for the current semester. Failure to satisfy the eligibility criteria in Article 1.1 for the third consecutive academic semester, excluding the summer term, will result in removal from the bargaining unit.

1.3 Re-Eligibility

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

1.4 Unit Listing

Adjunct Faculty

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

The College will also provide, on a monthly basis, a current list of adjunct faculty and the number of credits they are teaching. The list will be produced on the Wednesday after the first pay period of each month of the semester during the

regular academic year. The list will consist of any employees who are in employee groups which are eligible for HCAFA membership, including any dual position employees.

Adjunct Librarians/Counselors

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

ARTICLE II

2.1 Academic Freedom and Professional Standards

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

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

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

Adjunct employees are citizens, members of a learned profession and employees of an educational institution. When they write or speak as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should

remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and they should make every effort to indicate that they are not speaking for the institution.

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

2.2 Non-Discrimination

The College agrees there shall be no discrimination against any unit-eligible adjunct employee because of HCAFA membership. The parties likewise acknowledge the right of any unit-eligible adjunct employee not to become a member of the HCAFA.

2.3 Intellectual Property and Copyrights

Intellectual property and copyright issues will be governed by the guidelines provided in the Board of Trustees approved college manual on Intellectual Property (Copyrights and Patents).

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

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

An adjunct employee has the right to consult with the HCAFA or counsel of his/her choosing.

2.4 Board Rights

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

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

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

ARTICLE III

3.1 Meeting Space for the HCAFA

The HCAFA may utilize College meeting room facilities, except those already set up for an anticipated use, to meet with employees covered under this Agreement during non-working hours, provided the HCAFA shall promptly reimburse the College the facilities usage charge as prescribed in the *College Facilities Usage Manual* and for any additional expense or any damage occasioned by such use. Such use shall not

interfere with any activity or function of the College. The HCAFA shall advise the College designee of the day and time that these meetings will take place.

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

3.2 HCAFA Bulletin Boards

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

3.3 HCAFA Use of Intra-Department (College) Mail System

The College shall permit the HCAFA to distribute official HCAFA materials to adjunct employees through the College mail service subject to College regulations. This authorization shall terminate if any governmental agency or court of competent jurisdiction shall determine such mail services cannot be utilized without the affixation of postage or payment of fee.

3.4 HCAFA Use of College Email System

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

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

3.5 Membership Dues Deduction-Fair Share

HCAFA unit eligible adjunct faculty newly hired to teach beginning in the Fall 2006 (and thereafter) and HCAFA unit eligible adjunct librarians/counselors newly hired beginning in the Spring 2007 (and thereafter) shall be required to maintain membership in the HCAFA or to pay Fair Share.

Any adjunct faculty who had been employed by the College prior to the Fall 2006 semester and who loses eligibility after March 23, 2007, and is subsequently rehired and becomes eligible, shall be required to maintain membership in the HCAFA or to pay Fair Share. Any adjunct librarian/counselor who had been employed by the College prior to the Spring 2007 semester and who loses eligibility after March 23, 2007, and is subsequently rehired and becomes eligible, shall be required to maintain membership in the HCAFA or to pay Fair Share.

Any adjunct faculty who had been employed by the College prior to the Fall 2006 semester but was never unit eligible, had a break in employment [defined as a semester during which the adjunct faculty is assigned to teach less than one (1) credit hour] and was subsequently rehired during or after Fall 2006 shall be required to maintain membership in the HCAFA or to pay Fair Share upon becoming unit eligible. Any adjunct librarian/counselor who had been employed by the College prior to the Spring 2007 semester but was never unit eligible, had a break in employment and was subsequently rehired during or after Spring 2007 shall be required to maintain membership in the HCAFA or to pay Fair Share upon becoming unit eligible.

Beginning with the Fall 2015 semester, all HCAFA unit eligible adjunct employees, regardless of date of hire, shall be required to maintain membership in the HCAFA or to pay Fair Share.

A. The College shall deduct HCAFA membership dues from the wages of each adjunct employee covered by this Agreement in amounts as determined by the HCAFA for the Fall and Spring semester, provided the amount to be deducted shall be uniform for each HCAFA member. The deduction must be authorized in writing by the adjunct employee and received by the designated College office. The HCAFA shall provide the College a listing of adjunct employees authorizing such deduction by October 15th for the Fall semester and by February 15th for the Spring semester. Such deduction shall be made in a single deduction in the first pay period of November for the Fall semester and in a single deduction in the first pay period of March for the Spring semester. Such deduction shall be forwarded to the HCAFA within fifteen (15) working days of the date for which the deductions are made.

An adjunct employee's authorization shall be deemed revoked upon written authorization from the member, when the member does not meet the bargaining unit eligibility criteria as set forth in Article 1.1 or Article 1.2, or upon termination of employment.

When the College makes such deductions and remits such membership dues, the HCAFA shall indemnify, hold harmless and defend the Board of Trustees, its members, agents and employees in any action, complaint or suit or other proceedings which may be brought under this Article.

B. The amount of the Fair Share fee shall be certified to the Board by the HCAFA, and Fair Share deductions shall be made at the same time and in the same manner as membership dues deductions under section 3.5 A. The HCAFA shall certify to the Board the amount of the annual Fair Share fee, not to exceed the dues uniformly required of members of the HCAFA, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. Non-member employees shall have

the right to file objections to Fair Share in accordance with the rules of the Illinois Educational Labor Relations Board.

If an adjunct employee declares the right of non-association based upon bona fide religious tenets or teaching, or a church, or religious body of which such adjunct employee is a member, such adjunct employee shall be required to pay an amount equal to the adjunct employee's proportionate share to a non-religious charitable organization in accordance with the rules of the Illinois Educational Labor Relations Board.

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

The College agrees to cooperate with the HCAFA and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels. The HCAFA agrees that in any action so defended, it will indemnify and hold harmless the Board, its members, officers and employees from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the College's compliance with the Fair Share process. It is expressly understood that this indemnification provision will not apply to any claim, demand, suit or other form of liability which may arise as result of any type of willful misconduct by the Board.

3.6 HCAFA/College Meeting

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

3.7 Notice of Board Meetings

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

3.8 Date of Hire

Adjunct Faculty

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

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

Adjunct Librarians/Counselors

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

An adjunct librarian or adjunct counselor employed at William Rainey Harper College as of the conclusion of the Spring 2005 semester and who was assigned to work a minimum of one hundred sixty (160) hours per semester for the last four (4)

consecutive academic semesters, excluding the summer term, shall be considered to have been assigned to work a minimum of one hundred sixty (160) hours per semester on a continuous and uninterrupted basis to the College since the date of initial employment as an adjunct librarian/counselor through the conclusion of the Spring 2005 semester. To clarify this paragraph, an adjunct librarian/counselor who meets the criteria in this paragraph shall have his/her date of initial employment considered as his/her date of hire.

ARTICLE IV

4.1 Adjunct Employee Handbook

Any existing Adjunct Faculty Handbook (previously referred to as the Guidebook for Adjunct Faculty) or Adjunct Librarians/Counselors Handbook is a non-contractual reference document for adjunct employees. The Handbook and its provisions are not grievable under Article VI of this Agreement, provided, that the terms of this Collective Bargaining Agreement supersede any contrary or inconsistent provisions in the Handbook.

4.2 Office Space, Telephones, and Keys

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

4.3 Copying

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

4.4 Secretarial Services

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

4.5 Personal Paid Leave

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

Adjunct Faculty

Each adjunct faculty member who teaches one or two day(s) per week shall be allowed two (2) non-cumulative work days absence each semester without loss of pay for personal sick leave or to attend to other personal leave; each adjunct faculty member who teaches three days per week shall be allowed three (3) non-cumulative work days absence each semester without loss of pay for personal sick leave or to attend to other personal leave; and each adjunct faculty member who teaches four or more days per week shall be allowed four (4) non-cumulative days absence each semester without loss of pay for personal sick leave or to attend to other personal leave. When paid leave is taken, the reason need not be disclosed.

Personal paid leave must be reported to the division office by submitting the Adjunct Teaching Faculty Absence Report.

Adjunct Librarians/Counselors

An adjunct librarian/counselor shall accrue personal paid leave at a rate of five percent (5%) of hours worked. This personal paid leave can be used for personal sick leave or to attend to other personal leave. Up to a maximum of seven (7) hours of personal paid leave may be carried forward by adjunct librarians/counselors beginning Fall semester 2012 into the next consecutive semester. Personal leave requires pre-approval from the immediate supervisor with a minimum of one (1) week advance notice, when possible.

Hours of personal paid leave must be reported to the division office and where required recorded through the College pay system.

Adjunct Employees

Personal paid leave shall be taken in one-half (1/2) day increments.

For example, if an adjunct faculty member is not absent from all of his/her classes then any portion of a day missed will count as a one-half (1/2) day absence.

Example 1: An adjunct faculty member misses one of his/her two classes on a given day. This will count as a half (1/2) day of personal leave.

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

Notification of absence must be provided to the appropriate Dean or designee at least two (2) hours prior to the start of the assignment (class or librarians/counselors hours) for assignments which start before four o'clock pm (4:00pm) and at least three (3) hours prior to assignments which start after four o'clock pm (4:00pm) that day. When the dates of an absence are known in advance, the adjunct employee will provide at least one week notice to his/her Dean or designee, when possible. Failure to notify according to this procedure, except in a documented emergency, will result in loss of compensation for that day.

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

Special Circumstance Leave

When all allotted personal days are used for circumstances beyond an adjunct employee's control, he/she can seek approval from his/her Dean for an additional day to use for a religious holiday, personal illness, or bereavement of a close relative. Close relatives are defined as parents, spouse, grandparents, brothers, sisters, children, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse's grandparents, spouse's children, spouse's grandchildren, or any relative living in the adjunct employee's household.

Personal Leave in Summer

Each adjunct faculty member who teaches three (3) or more semester credit hours in the summer term shall be allowed one (1) non-cumulative work day absence during the summer term. When this paid leave day has been used, an additional day may be requested from the appropriate Dean for an additional day of paid leave for a religious holiday, personal illness, or bereavement of a close relative as previously defined.

4.6 Jury Duty and Subpoenas

The College recognizes that jury duty is a civic obligation. All adjunct employees called or subpoenaed to serve as jurors or witnesses during any working day on which they otherwise would have been scheduled to work will be paid their normal salary during this period. Such time will not be deducted from any paid leave. All adjunct employees called or subpoenaed to serve as jurors or witnesses will notify the appropriate supervisor as soon as possible.

ARTICLE V

5.1 Access to Personnel Files

The official personnel file for each adjunct employee member shall be maintained in the Human Resources Office. An adjunct employee member shall have the right to examine his/her personnel file in the Human Resources Office in accordance with College policy and the Illinois Personnel Records Review Act. Such request shall be made in writing and shall be honored without undue delay if made during normal business hours. A designee of the College administration may be present during such review. Nothing which had been officially placed in the personnel file shall be permanently removed from the file without the mutual consent of the College President or designee and the adjunct employee member. An adjunct employee member may reproduce material from his/her files at the cost established by College policy.

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

ARTICLE VI

6.1 Grievance Definition

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

6.2 Grievance Procedure

Informal Resolution Procedure

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

Formal Grievance Procedure

Level 1. If a complaint is not resolved through the informal resolution procedure, a formal grievance may be submitted in writing by the grievant or the HCAFA to the appropriate Dean no later than twenty five (25) days after the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably

have become aware of the occurrence. The formal written grievance shall clearly identify the grievant(s), summarize known relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is being requested. The Dean will meet with the grievant and the HCAFA representative(s) to review the grievance no later than ten (10) days after receipt of the grievance. The Dean shall provide a written response to the grievant with a copy to the HCAFA no later than ten (10) days after the meeting. The response shall include the reasons for the decision.

Level 2. If the grievance is not resolved at Level 1, the grievant or the HCAFA may refer the grievance to the Provost or designee by filing the grievance in writing no later than ten (10) days after receipt of the response from Level 1 or no later than ten (10) days after the date the Level 1 response was due if no response is filed by the Dean. The Provost or designee will meet with the grievant and the HCAFA representative(s) to review the grievance no later than ten (10) days after receipt of the Level 2 filing. Each party shall have the right to include in its presentation of facts such witnesses as it deems necessary to develop facts pertinent to the grievance. A written response, including reason(s), shall be provided to the grievant with a copy to the HCAFA no later than ten (10) days after the Level 2 meeting.

If the grievance arises from a decision at the Provost's level, the grievance may be initiated at Level 2, provided such is filed no later than the time limits prescribed in Level 1.

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

develop facts pertinent to the grievance. A written response, including reason(s), shall be provided to the grievant with a copy to the HCAFA no later than ten (10) days after the Level 3 meeting.

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

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

The authority of the arbitrator shall be strictly limited to whether there has been a violation, misinterpretation, or misapplication of this Agreement. His/her authority shall be limited to deciding only the issue or issues presented to him/her by the College and the HCAFA, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express, relevant language of this Agreement. In making his/her recommendation, the arbitrator shall not add to or enlarge upon this Agreement, and any remedy, if appropriate, shall conform to Illinois law.

The arbitrator is empowered to include in his/her award such remedies as shall be within his/her lawful authority. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the College and the HCAFA. The parties likewise shall share the expense of any transcript(s), which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.

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

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

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

6.3 Non-Reprisal

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

ARTICLE VII

7.1 Discipline

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

Except when detrimental to the general welfare of the College, an adjunct employee shall have the opportunity, prior to discipline, to have a conference with the College and at that time to have an opportunity to review the reason(s) for the discipline and have an opportunity to comment on and/or rebut such reason(s).

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

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

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

7.2 Representation at Meeting

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

ARTICLE VIII

8.1 Evaluations and Observations

Adjunct Employees

Adjunct faculty shall be evaluated by the Dean (or designee). Both evaluations of librarians/counselors and evaluations of classroom observations of teaching faculty will normally occur on a two year cycle. However, additional individual classroom observations and/or evaluations may be conducted as determined necessary by the Dean. The Dean shall inform the adjunct employee in writing of the reason(s) for any additional observations or evaluations.

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

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

Adjunct Faculty

When a written evaluation of classroom observation is prepared, a copy of this written evaluation shall be discussed with and provided to the adjunct faculty member within (30) calendar days of the observation whenever possible. The adjunct faculty member shall receive an electronic copy of this written evaluation at least one day before the scheduled meeting. A copy of the evaluation form is available on the Provost's webpage.

Informal Conferences

When a Dean has concerns about an adjunct faculty member based on measures other than observations of instruction, the Dean (or designee) may discuss these concerns with the adjunct faculty member and suggest strategies to improve performance. Such measures include, but are not limited to, Student Opinionnaires of Instruction (SOIs), verbal or written complaints or personal observations.

8.2 Assignments

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

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

Adjunct Faculty

The College acknowledges that a reasonable effort shall be made to assign adjunct faculty who are fully qualified by virtue of their academic credentials, training, classroom evaluations, recent experience, current discipline related technology, pedagogical techniques in the classroom and date of hire as defined in Article 3.8. The College will make a reasonable effort to assign an adjunct faculty member covered by this Agreement at least a three (3) credit hour contingent assignment that will most likely run before providing a contingent assignment to a non-unit adjunct faculty member.

Priority in course assignments will be given to adjunct faculty who have taught three hundred (300) credit hours or more at Harper College (as defined in Article 9.1) as of the beginning of each Fall semester and who are considered to be excellent faculty. Reasonable effort will be made to award adjunct faculty in this priority group with an assignment of two classes if so requested on the availability form.

An adjunct faculty member may be removed or reinstated from this priority group at the sole discretion of the Dean, although the Dean must provide the reason for the removal in writing to the faculty member. This decision may be appealed to the Provost, but HCAFA agrees that the Dean's decision shall not be the subject of a grievance.

Adjunct faculty shall be notified, when possible, of their contingent work assignment for the next regular semester prior to the end of the current semester.

Adjunct Librarians/Counselors

The College acknowledges that a reasonable effort shall be made to assign an adjunct librarian/counselor who is fully qualified by virtue of his/her academic credentials, training, evaluations, applicable experience, knowledge of functional area and related technology, and date of hire as defined in Article 3.8. The College will make a reasonable effort to assign an adjunct librarian/counselor covered by this Agreement, a contingent one hundred sixty (160) hour assignment for the current semester before providing a contingent assignment to a non-unit adjunct librarian/counselor.

Adjunct librarians shall receive work assignments no later than five (5) days after the first day of classes for the semester, excluding summer. Adjunct Counselors shall receive work assignments no later than five (5) days before the first day of classes for the semester, excluding summer. In the event an assignment is subsequently cancelled, the adjunct librarian/counselor shall be given other duties for a time period equaling the time the cancelled assignment would have occurred.

8.3 Cancellation of Contingent Assignment

The College shall advise an adjunct faculty member as soon as possible if his/her contingent assignment is canceled. An assignment shall become irrevocable after the first class meeting. In the event that a contingent assignment is canceled, the College shall make a reasonable attempt to assign the adjunct faculty member to another course for which he/she is qualified to teach. If the adjunct faculty member is offered a replacement course, the adjunct faculty member shall have twenty-four (24) hours to accept the offer.

An adjunct faculty member who has not received a teaching assignment or whose teaching assignment has been canceled and for whom no alternative teaching assignment is available shall continue to have rights under this Agreement in accordance with Article 1.2.

If an adjunct faculty member scheduled for an assignment for a fourth consecutive semester which would result in initial bargaining unit eligibility loses the assignment due to a class being cancelled or being replaced by a full-time faculty member, the adjunct faculty member shall become unit eligible at the beginning of the fifth consecutive semester if the eligibility requirement defined in Article 1.1 is met.

8.4 Substitute Teaching

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

An adjunct faculty member who is selected to substitute teach shall be paid in accordance with Article 9.2

ARTICLE IX – COMPENSATION

9.1 Compensation

Adjunct Faculty

	BA/Equiv. or 0-53 Credit Hours <u>Taught</u>	MA/Equiv. or 54 to 107 Credit Hours <u>Taught</u>	MA plus 60/ Equiv. or 108 to161 Credit Hours <u>Taught</u>	Harper Teaching 162 to 215 Credit Hours <u>Taught</u>	Harper Teaching 216 to 299 Credit Hours <u>Taught</u>	Harper Teaching 300+ Credit Hours <u>Taught</u>
2012/13	\$883	\$919	\$959	\$999	\$1039	\$1044
2013/14	Increase tied to Consumer Price Index Urban (CPIU) based on December 31, 2012 with a minimum of 2% up to a maximum of 5%					

2014/15 Increase tied to Consumer Price Index Urban (CPIU) based on December 31, 2013 with a minimum of 2% up to a maximum of 5%

2015/16 3% increase

Notes: Lane equivalent as determined by the College.

Rate progression to next higher rate based on additional preparation in field or total credit hours taught at Harper.

Rate changes to be effective with the start of the Fall semester.

The above amount will be paid for each contact hour of instruction that is consistent with the number of credit hours assigned to a course. In courses where the contact hours exceed the number of credit hours, the above amount will be paid for the first contact hour exceeding the number of credit hours and one-half (½) of the above rate will apply to any additional contact hours in excess of the credit hours.

For new hire lane placement purposes an MA/Equiv. is equal to 54 credit hours taught; an MA plus 60/Equiv. is equal to a total of 108 credit hours taught at Harper.

For lane progression purposes an MA/Equiv. is equal to 54 additional credit hours taught; an MA plus 60/Equiv. is equal to a total of 108 credit hours taught at Harper.

Adjunct Librarians/Counselors

Hourly Compensation

<u>Semesters at Harper</u>	<u>0-6 Semesters</u>	<u>7-10 Semesters</u>	<u>11-16 Semesters</u>	<u>17-21 Semesters</u>	<u>22+ Semesters</u>
2012/13	\$38.68	\$40.28	\$42.08	\$43.75	\$43.97
2013/14	Increase tied to Consumer Price Index Urban (CPIU) based on December 31, 2012 with a minimum of 2% up to a maximum of 5%				
2014/15	Increase tied to Consumer Price Index Urban (CPIU) based on December 31, 2013 with a minimum of 2% up to a maximum of 5%				
2015/16	3% increase				

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

Each adjunct librarian/counselor shall submit his/her weekly hours worked for approval into the College payroll system.

9.2 Substitute Pay

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

9.3 Independent Study

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

9.4 Internships

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

9.5 Online Course Development

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

Adjunct faculty are strongly encouraged to work with staff in the Center for Innovative Instruction (CII) on the development of the online course. Before compensation as described above is paid, the Director of CII (or designee) shall evaluate and approve the online course design.

After compensation for the course development has been received, the course shell becomes the property of the College. The course shell includes all material except that which is the intellectual property of the faculty member.

The adjunct faculty member agrees that for the first two semesters following course development, if requested by the Dean, he/she will teach at least one section of the online class.

9.6 Institutional Meetings and Non-Instructional Meetings or Duties

Adjunct Faculty

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

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

Adjunct Librarians/Counselors

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

9.7 Large Lecture Enrollment

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

- 1) Lecture sections with enrollments from forty-five (45) to fifty-nine (59) and a minimum of two (2) discussions or laboratory co-requisite sections, will be given one (1) hour toward work load.
- 2) Lecture sections with enrollments from sixty (60) to ninety (90) and a minimum of three (3) co-requisite sections will be given two (2) hours toward workload.
- 3) Lecture sections with enrollments greater than ninety (90) and a minimum of four (4) co-requisite sections will be given three (3) hours toward workload.
- 4) Lecture sections having no co-requisite sections and a minimum of two (2) contact hours with an enrollment from forty-five (45) to seventy-four (74) will be given one (1) hour toward workload.
- 5) Lecture sections having no co-requisite sections and a minimum of two (2) contact hours with an enrollment from seventy-five (75) to one hundred four (104) will be given two (2) hours toward workload.
- 6) Lecture sections having no co-requisite sections and a minimum of two (2) contact hours with an enrollment from one hundred five (105) to one hundred thirty-four (134) will be given three (3) hours toward workload.
- 7) Lecture sections having no co-requisite sections and a minimum of two (2) contact hours with an enrollment greater than one hundred thirty four (134) will be given four (4) hours toward workload.

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

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

9.8 Compensation for Cancelled Classes

The College recognizes that a class contingently assigned but then withdrawn from an adjunct faculty member may be a class for which the adjunct faculty member has prepared. Therefore, if within five (5) calendar days or fewer before the first day of the class an adjunct faculty member's contingently assigned class is cancelled or reassigned and if a replacement assignment is not offered to the adjunct faculty member, the College will pay the adjunct faculty member a fifty dollar (\$50) stipend for the withdrawn class. When the withdrawn class results in the adjunct faculty member not receiving any assignment for the semester, the stipend will be increased to two hundred fifty dollars (\$250).

9.9 Summer Classes

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

9.10 Tuition Waiver

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

9.11 State Universities Retirement System

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

9.12 Tax-Sheltered Annuity

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

9.13 Printing of Agreement

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

9.14 Professional Development

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

To obtain reimbursement, adjunct employees must receive pre-approval for all professional development expenditures from the Dean (or designee) and Provost (or designee). Professional development activities eligible for pre-approval include, but are not limited to: books, including electronic downloads; professional travel; tuition and fees for workshops, seminars, and college credit courses; expenses related to conferences; professional journals; and memberships in professional organizations (which may include online access to journals). The College does not reimburse for teaching supplies or materials normally provided by the division or any digital hardware or software programs.

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

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

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

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

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

ARTICLE X

10.1 Savings Clause

In the event that any Article, paragraph, section or sub-section of this Agreement shall be held invalid and unenforceable by the Illinois Educational Labor Relations Board (IELRB) or any court of competent jurisdiction, or by any change in any

subsequently enacted federal or state legislation which would prohibit or nullify any section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific section, sub-section or portion thereof specified by the IELRB or Court decision, or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect.

10.2 No Strike/No Lockout

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

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

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

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

10.3 Entire Agreement

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

whether known or unknown and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

10.4 Duration of Agreement

This Agreement shall be effective on the date of its execution by both parties or as otherwise specifically indicated in this Agreement and shall remain in full force and effect through 11:59 p.m. on the day prior to adjunct employees reporting for work for the 2015/2016 academic year.

Agreed to, signed and entered into this XX day of XXXXXXXX, 2012

BOARD OF TRUSTEES
COMMUNITY COLLEGE
DISTRICT 512
WILLIAM RAINEY HARPER COLLEGE

HARPER COLLEGE ADJUNCT
FACULTY ASSOCIATION,
IEA-NEA

Diane Hill
Chair

Charmian Tashjian
President

Walt Mundt
Secretary

Gary Wilson
Chair HCAFA Negotiation Team