

2016-2021
AGREEMENT
BETWEEN
BOARD OF TRUSTEES
OF COMMUNITY COLLEGE DISTRICT 512,
COUNTY OF COOK AND STATE OF ILLINOIS
AND
HARPER COLLEGE ADJUNCT FACULTY
ASSOCIATION, IEA-NEA

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ARTICLE 1
AGREEMENT and DEFINITIONS

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

- Unit eligible "Adjunct Faculty" who are part-time instructional employees.
- Unit eligible "Adjunct Faculty Librarians 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 2
RECOGNITION and REPRESENTATION

2.1 Recognition

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

Adjunct Faculty

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

semester in which the adjunct faculty member provides at least three (3) credit hours of instruction.

Adjunct Librarians/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.

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

1. In a given academic semester, an adjunct librarian is assigned to work eight (8) weeks for twenty (20) hours a week. The total hours assigned for that given academic semester is one hundred sixty (160) hours. One hundred sixty (160) hours divided by sixteen (16) weeks equals an average of ten (10) hours/week in that given academic semester. Therefore, this adjunct librarian meets the bargaining unit eligibility criteria as certified by the Illinois Educational Labor Relations Board (IELRB).
2. 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.

Dual Position Employees

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

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

2.2 Maintenance of Inclusion

Adjunct Faculty

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

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

2.2.1 Extension of Time Limitations for Unit Eligibility

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

2.2.2 Re-Eligibility

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

2.3 Unit Listing

Adjunct Faculty

The College will annually provide HCAFA, on or before June 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 HCAFA of the unit determination by September 30th for the Fall semester and January 31st for the Spring semester.

ARTICLE 3

UNION- BOARD RELATIONS

3.1 Board Rights

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

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

determine curriculum, determine degree requirements, and establish academic and grading policy.

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

3.2 Non-Discrimination

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 HCAFA.

3.3 Intellectual Property and Copyrights

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

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

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

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

3.4 Non-Solicitation and Distribution Policies

The College maintains policies on solicitation and distribution of literature. Toward that end, class lists and any other data about students are to be used solely for College instructional, administrative, advising/counseling and business purposes. Use of this information for personal or business solicitation is strictly prohibited.

Except as otherwise provided below, the policies apply to and prohibit soliciting in Harper College facilities or on campus by for-profit corporations, non-profit organizations, faculty, staff, students, or any other individuals. This prohibition includes personal solicitations made through campus e-mail listservs.

Pursuant to College Policies concerning “Non-Solicitation and Distribution of Literature”, neither policy is intended to prohibit HCAFA from distributing materials to its membership or from conducting the business of its association (adjunct employees communicating with adjunct employees directly on HCAFA business, not engaging the general public) providing such activities do not disrupt normal college business.

More specifically,

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

3.5 Reassigned Time for Union Officers

1. The College agrees to provide four (4) contact hours of reassigned time per year to HCAFA.
2. No more than three (3) hours of reassigned time may be assigned to any single adjunct employee during a semester. For adjunct librarians/counselors, reassigned time shall be equivalent to one (1) clock hour equaling 0.75 contact hours.
3. The HCAFA President or designee shall advise the Provost or designee in writing prior to the beginning of each semester as to how these hours will be distributed.

3.6 Release Time for Union Business

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

3.7 Meeting Space for HCAFA

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

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

3.8 HCAFA Bulletin Boards

HCAFA shall be provided with reasonable space on designated bulletin boards (located in Human Resources and HCAFA work areas) identified by the College and

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

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

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

3.10 HCAFA Use of College Email System

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

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

3.11 Membership Dues Deduction-Fair Share

Unit eligible adjunct employees, regardless of date of hire, shall be required to maintain membership in 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 HCAFA for the Fall and Spring semester, provided the amount to be deducted shall be uniform for each HCAFA member. The deduction must be authorized in writing by the adjunct employee and received by the designated College office. HCAFA shall provide the College a listing of adjunct employees authorizing such deduction by October 15th for the Fall semester and by February 15th for the Spring semester. Such deduction shall be made in a single deduction in the first pay period of November for the Fall semester and in a single deduction in the first pay period of March for the Spring semester. Such deduction shall be forwarded to HCAFA within fifteen (15) working days of the date for which the deductions are made.

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

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

B. The amount of the Fair Share fee shall be certified to the Board by HCAFA, and Fair Share deductions shall be made at the same time and in the same manner as membership dues deductions under Article 3.11 A. HCAFA shall certify to the Board the amount of the annual Fair Share fee, not to exceed the dues uniformly required of HCAFA members, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. Non-member adjunct 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, HCAFA agrees to defend such action, at its own expense and through its own counsel, providing that the College notifies HCAFA of such action in a timely manner not to exceed thirty (30) days.

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

3.12 HCAFA/College Meeting

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

3.13 Notice of Board Meeting

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

3.14 Orientation Meeting

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

3.15 Printing of Agreement

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

ARTICLE 4

CONDITIONS OF EMPLOYMENT

4.1 Academic Freedom and Professional Standards

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

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

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

Adjunct employees are citizens, members of a learned profession and employees of an educational institution. When they write or speak as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes certain obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their statements. Hence they should strive at all times to be accurate, exercise reasonable restraint, show consideration for the opinions of others, and make effort to indicate they are not speaking for the institution.

HCAFA and the College endorse the American Library Association Code of Ethics 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.

4.2 Adjunct Employee Handbooks

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 7 of this Agreement, provided, that the terms of this Collective Bargaining Agreement supersede any contrary or inconsistent provisions in the Handbook.

4.3 Office Space, Telephones, and Keys

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

4.4 Department Resources

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

4.5 Support Services

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

4.6 Access to Personnel Files

The official personnel file for each adjunct employee shall be maintained in the Human Resources Office. An adjunct employee shall have the right to examine 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. An adjunct employee 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.

4.7 Assignments

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

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

Adjunct Faculty

The College acknowledges that a reasonable effort shall be made to assign adjunct faculty who are fully qualified by virtue of their academic credentials, training, classroom evaluations, recent experience, current discipline-related technology, pedagogical techniques in the classroom and date of hire as defined in Article 4.10.

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

Second, the College will make a reasonable effort to assign Level II adjunct faculty covered by this Agreement, who indicate availability, a minimum of nine (9) contact hours of contingent assignments that will most likely run during each fall and spring semester of an academic year before providing a contingent assignment to non-unit adjunct faculty.

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

The College will put forth a reasonable effort to notify an adjunct faculty member of their contingent work assignment for the next regular semester six (6) weeks before the

start of that semester. To demonstrate a reasonable effort, the College will contact adjunct faculty via phone and/or the College email system.

Adjunct Librarians/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 4.10. 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.

4.8 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. If the adjunct faculty member is offered a replacement course, the adjunct faculty member shall have twenty-four (24) hours to accept the offer.

If an adjunct faculty member's only assignment is withdrawn for whatever reason, (e.g. the class has been assigned to a full-time instructor or the class has been cancelled), the Dean shall make a reasonable effort to assign a pending unassigned section of at least three (3) credit hours that is likely to run to the affected adjunct faculty member. If no unassigned sections are available, then the Dean will reassign a section assigned to a non-unit eligible adjunct faculty member providing the

reassigned class is not the only class assigned to the non-unit adjunct faculty member. If no section is available, the Dean will request a voluntary reassignment of a full-time instructor's overload assignment. If no reassignment of a full-time instructor's overload assignment is possible, the Dean will request a voluntary reassignment from unit-eligible adjunct faculty members.

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

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

4.9 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 8.4.

4.10 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 5
EVALUATIONS AND OBSERVATIONS

5.1 Evaluations and Observations

Adjunct employees shall be evaluated by the Dean (or designee). Evaluations of librarians/counselors and adjunct faculty will normally occur on a two year cycle. Multiple methods of evaluation may be implemented for adjunct employees_including but not limited to goal-based self-evaluation and reverse peer observation. The procedures for these methods of evaluation will be documented on the Academy for Teaching Excellence website and in the adjunct employee handbooks. Adjunct employees will be notified during the first week of classes in the semester they are due to be evaluated.

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

When a written report of an evaluation or observation is prepared, a copy of the written report shall be concurrently provided to the adjunct employee, department chair and division Dean. The adjunct employee shall acknowledge receipt of such copy by signing it for the file but such acknowledgement shall not signify anything other than receipt of the report. Should the adjunct employee refuse to sign the written evaluation/observation, the Dean (or designee) shall write on the written report that the adjunct employee refused to sign, date it and sign 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.

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

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

Informal Conferences

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

5.1.1 Evaluation of Online or Blended Courses

- a. The evaluation procedures for adjunct faculty on the two (2) year evaluation cycle will include the option to review course design and teaching in the online or blended environment.
- b. Adjunct faculty who have taught an online or blended course in each of their last two (2) semesters at the College and are due for an evaluation in the current semester may be informed they must select the online course design review and teaching evaluation option.

ARTICLE 6

DISCIPLINE

6.1 Discipline

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

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

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

The adjunct employee shall have the right to respond to such notice placed in 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.

6.1.1 Representation at Meeting

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

ARTICLE 7 **GRIEVANCE PROCEDURES**

7.1 Grievance Definition

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

7.2 Grievance Procedure

Informal Resolution Procedure

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

Formal Grievance Procedure

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

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

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

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

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

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

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

The authority of the arbitrator shall be strictly limited to whether there has been a violation, misinterpretation, or misapplication of this Agreement. His/her authority shall be limited to deciding only the issue or issues presented to him/her by the College and 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 HCAFA. The parties likewise shall share the expense of any transcript(s), which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.

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

The failure of the grievant or HCAFA to act on any grievance within the prescribed time limits will act as a bar to any further appeal within the grievance procedure. If

the designated representative of the College shall neglect to proceed or render a decision within the time limits, the grievance may be advanced to the next level of the grievance procedure. Time limits, may, however, be extended by mutual written agreement.

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

7.3 Non-Reprisal

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

ARTICLE 8 **COMPENSATION**

8.1 Adjunct Faculty Salary Schedule January to July 2017

Cumulative number of credit hours at Harper	Contact hour rate of pay Masters or Equivalent	Contact hour rate of pay Masters+60 or Doctorate
0-64	\$995	\$1005
65-129	\$1038	\$1048
130-194	\$1080	\$1091
195-259	\$1122	\$1133
260+	\$1134	\$1144

1. The above amount will be paid for each contact hour of instruction that is consistent with the number of contact hours assigned to a course.
2. For salary schedule placement, the following will apply:

- ☐ Any adjunct faculty who were unit eligible prior to August 22, 2016, will retain accumulated credit hours.
 - ☐ Any adjunct faculty who become unit eligible on or after August 22, 2016, will accrue credit hours as set forth above.
 - ☐ Doctorate degrees include but are not limited to DDS, MD, JD, DC, OD, DO, PhD, EdD, DMA and DNP.
3. Progression on the salary schedule to the next higher step will be based on additional preparation in field or total credit hours taught at the College.
 4. Salary schedule movement for adjunct faculty will occur at the start of each academic semester, to exclude summer term.
 5. The base cell increase with subsequent impact to salary schedule will be increased yearly in August in years 2, 3, 4, and 5 as determined by the Consumer Price Index Urban (CPIU) by a minimum of 1.5% up to a maximum of 3.5%.
 6. Per Article 8.3 of the contract, adjunct faculty may receive Level II status. Such individuals will receive a 2.5% increase above his/her current rate of pay for all contact hours worked in an academic semester. Adjunct faculty will not receive the pay increase associated with initial entry into Level II status in the same academic year as a salary schedule movement.
 7. A one-time longevity stipend of \$300 will be paid to adjunct faculty employed during the Fall 2016 semester and who work either the Spring 2017 or the Fall 2017 academic semester.

8.2 Adjunct Librarians/Counselors Hourly Compensation January to July 2017

Semesters at Harper	Clock Hour Rate of Pay
0-6	\$41.86
7-10	\$43.60
11-16	\$45.54
17-21	\$47.36
22+	\$47.59

1. The above hourly amount will be paid for each clock hour of adjunct librarian or adjunct counselor work assigned to and worked by an adjunct librarian/counselor during the specific academic year.
2. Initial placement of an adjunct librarian/counselor on the hourly pay schedule will be determined by the College.
3. Rate progression shall be based on additional academic semesters worked at Harper College in accordance with Article 2.1 of this Agreement, excluding the summer session. For adjunct counselors the start of the fall semester is defined as the first day of Final Registration.
4. Salary schedule movement for adjunct librarians/counselors will occur at the start of each academic semester, to exclude summer term.
5. Each adjunct librarian/counselor shall submit his/her weekly hours worked for approval into the College payroll system.
6. The base cell increase with subsequent impact to the hourly compensation schedule will be increased yearly in August in years 2, 3, 4, and 5 as determined by the Consumer Price Index Urban (CPIU) by a minimum of 1.5% up to a maximum of 3.5%.
7. Per Article 8.3 of the contract, adjunct librarians/counselors may receive Level II status. Such individuals will receive a 2.5% increase above his/her current hourly rate of pay. Adjunct librarians/counselors will not receive the pay increase

associated with initial entry into Level II status in the same academic year as a salary schedule movement.

8. A one-time longevity stipend of \$300 will be paid to each adjunct librarian/counselor employed during the Fall 2016 semester and who works either the Spring 2017 or the Fall 2017 academic semester.

8.3 Adjunct Employee Engagement Program/Level II Adjunct Employees

1. The College supports and benefits from adjunct employees who are involved in internal professional development and college service. To recognize adjunct employees who complete a body of work in these areas, the College will provide incentives including the following:
 - a. Increased compensation per contact hour as defined in Article 8.1
 - b. Priority in course assignment as defined in Article 4.7
 - c. An interview for a posted full-time faculty position for which the adjunct employee is qualified.
2. Details of the Adjunct Employee Engagement Program ("AEEP") will be developed by a workgroup that includes college staff and adjunct employees from each academic division. The Adjunct Employee Engagement Work Group ("AEEWG") will determine timelines, work required, and applicable professional development and college service opportunities. The ("AEEWG") will make a recommendation prior to the start of the Fall 2017 semester. The entire adjunct employee engagement program must be approved by HCAFA and the College prior to implementation or any subsequent modifications.
3. After receiving Level II status by completing a body of work comprised of professional development and college service, the adjunct employee will receive the distinction and incentives that accompany Level II status for a length of time as determined by the AEEWG and approved by HCAFA and the College.
4. If the adjunct employee wishes to continue to maintain Level II status, he/she must complete an additional body of work prior to the end of the approved period of time.

8.4 Substitute Pay

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

8.5 Independent Study

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

8.6 Internships

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

8.7 Online or Blended Course Development and Teaching

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

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

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

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

8.7.1 First Time Developing or Teaching Online/Blended Course

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

8.7.2 Evaluation of Online or Blended Courses

Refer to Article 5.1.1.

8.8 Institutional Meetings and Non-Instructional Meetings or Duties

Adjunct Faculty

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

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

Adjunct Librarians/Counselors

Adjunct librarians/counselors are welcome to attend institutional meetings, professional development activities and other committee meetings, as appropriate.

In the event that adjunct librarians/counselors are required by the Dean/Director to attend a mandatory meeting, they shall be paid at his/her current hourly rate of pay.

8.9 Large Lecture Enrollment

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

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

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

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

8.10 Compensation for Cancelled Classes

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

8.11 Stacked Classes

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

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

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

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

8.12 Summer Classes

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

8.13 SURS Return to Work

1. Any adjunct employee who retired under the State University Retirement System (SURS) on or prior to August 15, 2013, excluding those mentioned in Paragraph 4 below, is designated a “Legacy” adjunct employee and is eligible to teach a maximum of one course per academic semester as long as the sum total of his/her academic year (September 1 through August 31) compensation does not exceed 35% of the individual’s highest rate of SURS earnings prior to his/her retirement. In addition, the adjunct employee agrees that Harper College will be the “legacy” adjunct employee’s sole SURS-Institution Member employer. A “Legacy” adjunct employee who is projected to exceed 35% of his/her highest rate of earnings prior to retirement shall be limited to a maximum of one course per academic year. All course assignments shall be consistent with Article 4.7, Assignments.
2. “Legacy” annuitants continuing their employment eligibility with Harper College will be required to annually certify they are not employed nor will they seek employment with another SURS-Institution Member employer during their active employment eligibility with Harper College.
3. Any current or future adjunct employee who retires under SURS after August 13, 2013 will not be eligible nor have any expectation of employment now or in the future with Harper College.
4. Under 40 ILCS 5/15-139.5/PA 97-0968 SURS Return-to-Work Act the following are exempted:
 - a. Those retirees who have received a “lump sum” retirement distribution;
 - b. Those retirees who participate in the SURS Self-Managed Plan (SMP);

- c. Previously retired annuitants who have suspended their annuity distributions in order to return to active status within SURS.

ARTICLE 9

BENEFITS

9.1 Paid Leave

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

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

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

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

Adjunct Faculty

Personal paid leave shall be taken in one-half (1/2) day increments. For example, if an adjunct faculty member is not absent from all of 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 paid 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 paid leave.

1. Sick Leave

- a. Adjunct faculty shall have the right to utilize sick leave because of personal illness or disability or because of a medical emergency which confronts the adjunct faculty member's immediate family. Adjunct faculty members' immediate family is defined as natural or step-parents, spouse or domestic partner, children (or any child that the employee is acting in loco parentis), brother, sister, grandchildren, grandparents, or in-laws (to include brothers, sisters, and parents).
- b. Each adjunct faculty member is allowed one (1) non-cumulative work day absence each semester without loss of pay for sick leave.
- c. When paid sick leave is taken, the medical reason need not be disclosed.
- d. Sick Leave in Summer
 - Each adjunct faculty member who teaches three (3) or more credit hours in the summer term shall be allowed one (1) non-cumulative work day absence for illness during the summer term. When paid sick leave is taken, the medical reason need not be disclosed.

2. Personal Leave

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

Adjunct Librarians/Counselors

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

9.1.1 Special Circumstance Leave

1. When all allotted paid leave days are used for circumstances beyond an adjunct employee's control, he/she can seek approval from his/her Dean for an additional day to use for a religious holiday, personal illness, or bereavement of an immediate family member provided the days fall on the adjunct employee's regularly scheduled workdays.
2. When special circumstances leave is approved for purposes of bereavement, family is defined as parent (step-parents, adoptive parent, foster parent or

parent in-law), spouse or domestic partner, children (or any child that the employee is acting in loco parentis), sibling (step-sibling, adoptive-sibling, or foster-sibling), aunt, uncle, niece, nephew, grandchildren, grandparents or current in-laws (to include son, daughter, brother, sister, and parent).

3. When special circumstances leave is approved for purposes of illness, immediate family is defined as qualified dependents or family members living in the adjunct employee's home for which he/she is the primary caregiver. In the case of an extended illness, an adjunct employee may seek approval of his/her Dean for up to one (1) calendar week absence. The College may request documentation for such leave.

9.2 Professional Development

Adjunct employees may submit pre-approved, non-taxable reimbursement requests for professional development activities that occur during Fall or Spring semesters of the same fiscal year. If an adjunct employee has an assignment during the Spring semester, 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, the excess will be deducted from the total allocation for the next fiscal year. If the agreed upon percentage is reached and preapprovals are cut off and the total expenditures for the year do not reach the contract total because preapprovals were cut off, then the amount not allocated will be added to the total for next year.

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

9.3 Jury Duty and Subpoenas

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

adjunct employees called or subpoenaed to serve as jurors or witnesses will notify the appropriate supervisor as soon as possible.

9.4 Tuition Waiver

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

9.5 Tax-Sheltered Annuity

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

9.6 State Universities Retirement System

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

ARTICLE 10

PRECEDENCE OF AGREEMENT

10.1 Savings Clause

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

IELRB or Court decision, or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect.

10.2 No Strike/No Lockout

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

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

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

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

10.3 Entire Agreement

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

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

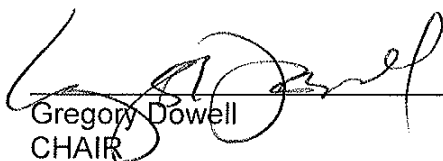
10.4 Duration of Agreement

This Agreement shall be effective on the date of its execution by both parties or as otherwise specifically indicated in this Agreement and shall remain in full force and effect through 11:59 p.m. on the day prior to adjunct employees reporting for work for the 2021/2022 academic year.

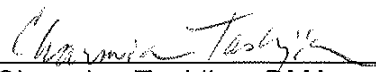
Agreed to, signed and entered into this 15th day of February, 2017

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

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



Gregory Dowell
CHAIR



Dr. Charmian Tashjian, DMA
President



Dr. Nancy Robb
SECRETARY