

Fiscal Years 2023 - 2025

July 1, 2022 - June 30, 2025

COLLECTIVE BARGAINING AGREEMENT

Between Board of Trustees

Of Heartland Community College District 540

And

Heartland Faculty Association Local 6038,

IFT/AFT, AFL-CIO

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THE AGREEMENT

This AGREEMENT is entered into effective this 1st day of July, 2022, by and between the BOARD OF TRUSTEES OF HEARTLAND COMMUNITY COLLEGE DISTRICT No. 540 (hereinafter referred to as the "Board") and the HEARTLAND FACULTY ASSOCIATION, IFT/AFT, AFL-CIO, LOCAL 6038 (hereinafter referred to as the "Association") and only applies to said parties. The parties hereby agree as follows:

ARTICLE I: DEFINITIONS

This Agreement shall incorporate the following definitions:

Association - The term "Association" shall mean the Heartland Faculty Association, IFT/AFT, AFL-CIO, Local 6038 and its members and authorized representatives.

Board -The terms "Board" or "Board of Trustees" shall mean the Board of Trustees of Community College District No. 540, operating as Heartland Community College, as established pursuant to Chapter 110 ILCS 805, and its members and authorized management representatives.

College - The term "College" shall mean Heartland Community College.

Faculty- Unless otherwise expressly provided, the terms "faculty", "faculty member" or "full-time faculty member" shall mean those employees specifically included in the bargaining unit as set forth in Section 2.1 of this Agreement.

Temporary Faculty -The term "temporary faculty" or "short term faculty" shall mean any faculty member who is employed for a one year contract or less during the regular academic year as a temporary full-time employee. For the purpose of this Agreement no faculty member may be employed for two consecutive regular academic years on a temporary or short term basis.

ARTICLE II:

RECOGNITION AND REPRESENTATION

Section 2.1. Recognition. The Board recognizes the Heartland Faculty Association, IFT/AFT, AFL-CIO, Local 6038 as the sole and exclusive bargaining representative for the full-time faculty members who are not temporary faculty as defined in Article I. All other employees are excluded from the unit.

Section 2.2. Duty of Fair Representation. The Association agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Association membership. The Association further agrees to indemnify and hold the Board harmless from any and all liability, including monetary damages, resulting from any failure on the part of the Association to fulfill its duty of fair representation

Section 2.3. Right to Join. The Board and the Association recognize that every faculty member shall have the right to join or refrain from joining the Association without discrimination. Membership in the Association shall not be a condition of employment nor shall the College discriminate in hiring or promotional opportunities or otherwise because of membership and/or participation in activities of the Association.

ARTICLE III: STATUS OF THE AGREEMENT

Section 3.1. Ratification and Amendment. This Agreement shall become effective as ratified by the Board and Association and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 3.2. Precedence of Agreement. If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written Board policies, rules and regulations which may be in effect from time to time, the written terms of this Agreement shall be controlling.

Section 3.3. External Law. If there is any conflict between the provisions of this Agreement and any legal obligations imposed on the Board by federal or state law, such legal obligations thus imposed shall be controlling.

ARTICLE IV: BOARD RIGHTS

The Board reserves and retains full rights, authority and discretion for the governance, operation and administration of the College under the rules and regulations as set forth in the Illinois Community College Act subject to the provisions of this Agreement and the Illinois Educational Labor Relations Act (IELRA).

These rights include, but are not limited to, the following:

1. To determine the College's mission, objectives, policies, and budget and to determine and set all standards of service offered to the public.
2. To maintain executive management and administrative control of the District and its properties and facilities and the activities that do not violate the first amendment rights and academic freedom of its employees as related to the conduct of District affairs.
3. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction and the performance of professional duties according to Board policy and to introduce new or improved methods, equipment and facilities.
4. To establish, modify or eliminate programs, curricula and/or courses of instruction including special programs, and athletic, recreational and social events for students, to determine whether to provide or purchase goods and services, and to determine the methods, means, and number of personnel needed to carry out the College's mission, all as deemed necessary or advisable by the Board.
5. To hire all employees and, subject to provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to evaluate, promote, transfer, assign and lay off all such employees.
6. To determine the academic calendar, the hours, courses and places of instruction, policies on student examinations and the duties and responsibilities including classroom and non-classroom assignments of those in the bargaining unit.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the terms of this Agreement and then only to the extent such written terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE V: ASSOCIATION-BOARD RELATIONS

Section 5.1. Dues Checkoff.

- A. Upon receipt by the College's Vice President, Finance and Administration from a faculty member covered by this Agreement of an authorization form prescribed by the Association, the Board agrees to deduct the monthly Association dues in equal Installments from two of such faculty members' paychecks each month, and remits such deduction as soon as possible (but no later than ten days from the last such deduction in any month) to the Treasurer of the Association. The authorization form must be received by such Vice President at least ten days prior to the pay day on which deductions are intended to commence. Authorized deductions shall be in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the union. In the event that an employee revokes his/her dues in accordance with the terms in which they authorized the dues deductions, the union will notify the employer after the close of the revocations window.
- B. If a faculty member has insufficient or no earnings during a given pay period, the Association shall be responsible for collecting such faculty member's dues for that period.
- C. On or before (2) two weeks prior to the first pay distribution of the Fall term hereunder, the Association will notify the College's Vice President, Finance and Administration in writing of the amount of the monthly membership dues to be deducted during the next ensuing academic year.
- D. The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, orders, or judgments or other forms of liability (monetary or otherwise) brought or issued against the Board and for all legal costs that may arise out of, or by reason of, any action taken or not taken by the Board under the provisions of this Section. If an improper deduction is made and remitted to the Association, then the Association shall promptly refund any excess amount directly to the faculty member involved.

Section 5.2. Information to Association. Upon reasonable written request to the Vice President, Finance and Administration, the Board shall provide the Association with hard copy and/or electronic access as requested to available public, non-confidential information which relates directly to the Association's function as the exclusive bargaining representative for the employees covered by this Agreement and which is not otherwise exempt from disclosure under the Illinois Freedom of Information Act, the Illinois Personnel Records Act or other applicable state or federal law, rule or regulation. Nothing herein shall require the Board to research, prepare, collate, compile, or copy any information or reports.

Upon receipt of any such request, the Vice President shall provide the information requested within seven work days, or shall notify the Association President that additional time is needed to fill the request. If some or all of the information requested cannot be provided, then the Vice President shall give a written explanation of the reason to the

Association President.

The Association shall be notified of the employer's receipt of a Freedom of Information Act (FOIA) request that asks for information about any bargaining unit member, including, but not limited to, names, email addresses, any part of a home address, or list of members of the union, dues payers, or non-members.

Section 5.3. Association Use of College Meeting Rooms and/or College Equipment.

The Association President or designee may secure use of the College meeting rooms and/or College equipment subject to the same terms and conditions as the Board shall apply to other groups.

Section 5.4. Access to Information. Unless precluded by law, upon request to the President or designee, the Board shall provide the President of the Association or designee access to information and records relevant to negotiations and the implementation and enforcement of this Agreement. Any requested information and/or records shall be provided within seven working days, or the President of the Association shall be notified of such additional time that shall be necessary to respond to the request. If a request or any portion thereof is denied, then the Association President shall be notified in writing of the reason or reasons for such denial.

Section 5.5. Board Meetings. The President of the Association shall be notified of the dates, times and places of all regular and special meetings of the Board of Trustees at least 48 hours in advance of any such meeting, except in cases of an emergency meeting (in which event notification shall be given as soon as practicable prior to the meeting).

The Association President shall be supplied with a copy of such information as is provided to media representatives in connection with each Board meeting. Such information shall be delivered to the Association President at the same time that it is delivered or communicated to media representatives. Board minutes, including minutes of closed sessions that have been approved for release to the public, shall be made available to the Association President upon request.

Upon giving seven days' notice to the President of the College, the Association President or designee shall be allocated time to speak to any issue during a Board meeting. Without advance notice, the Association President or designee may speak to any agenda item scheduled for any Board meeting. The Association President or designee shall be subject to the same Board rules as shall apply to other individuals or groups who wish to address the Board.

Section 5.6: The Association's right to meet with newly hired faculty. The Association retains the right to meet with newly hired faculty, without charge to pay or leave time of the employees or agents of the Association, on the employer's premises or at a location mutually agreed to by the employer and Association, for up to one hour either within the first two weeks of employment in the bargaining unit or at a later date and time if mutually agreed upon by the employer and the Association.

Section 5.7: Dignitary Visits. The College will strive to inform the Association in advance of public visits by dignitaries or elected officials. The College will make a good faith effort to provide notice at least two (2) days in advance of the visit. A representative of the Association will be invited when practical. This section shall not be subject to Article VI.

ARTICLE VI: GRIEVANCE PROCEDURE

Section 6.1. Grievances. The goal of the grievance process is to secure at the lowest possible administrative level equitable solutions to alleged grievances of the faculty within the bargaining unit through procedures under which they may present grievances free from interference, coercion, restraint, discrimination or reprisal.

Section 6.2. Definitions Used in the Grievance Procedure/Article

- (1) Grievance is a claim by any person or group of persons within the bargaining unit or the Association based upon any claimed violation, misinterpretation, misapplication or inequitable application of the terms or provisions of this Agreement.
- (2) Supervisor shall mean the supervising administrator responsible for the area in which an alleged grievance arises.
- (3) President is the President of the College.
- (4) Association shall mean Heartland Faculty Association.
- (5) Aggrieved Party shall mean any person or group of persons within the bargaining unit or the Association.
- (6) Personnel Administrator shall mean the person directly responsible for administering the Human Resources Department.
- (7) Party in Interest shall mean any party named in a grievance who is not the aggrieved party.
- (8) Days shall mean Monday through Friday, exclusive of holidays.

Section 6.3. The Grievance Process. All grievances shall include and be considered complete with the following:

- (a) The name of the aggrieved party.
- (b) The date of filing the grievance.
- (c) The Section or Sections of this Agreement alleged to be violated.
- (d) A statement identifying the manner in which each identified Section has been violated.
- (e) The remedy or remedies sought by the aggrieved party.

Except for informal decisions at Stage 1 all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be communicated in a timely manner to the aggrieved party and the Association.

The Administration will discuss with the Association all information relevant to the grievance at any step.

The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort shall be made to avoid

interruptions of classroom activity and to avoid involvement of students in any phase of the grievance procedure. Should the processing of any grievance require that a faculty member or Association representative be released from regular assignment, no loss of pay or benefit shall be incurred.

The parties agree to facilitate any investigation which may be required and to make available such relevant documents, communications and records concerning the alleged grievance as may be requested by the aggrieved party or the Board or their duly authorized representatives.

Any aggrieved party has the right to have a representative of his/her choice present at all stages of this grievance procedure excluding representatives of competing labor organizations. At no time can the supervisor require a meeting regarding a grievance without an Association representative present.

No interference, coercion, restraint, discrimination, or reprisal of any kind at any time shall be taken by any party hereto against the aggrieved party, any party-in-interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

Nothing contained herein shall be construed as limiting the right of the aggrieved party to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement and the Association (by notice to the President or designee) has been given the opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding in future proceedings.

Section 6.4. Time Limits. Consideration should be given to completing each stage as expeditiously as possible, however the time limits specified for either party may be extended by mutual written agreement.

No written grievance shall be entertained, and such grievance shall be deemed waived unless written grievance is forwarded at the first available stage within 30 days after the aggrieved party knew or should reasonably have known of the act or condition on which the grievance is based. If for any reason the aggrieved party is on sick leave or FMLA leave, upon request to the supervisor, the 30 day timeline will be suspended until the aggrieved party has returned to work.

If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance shall be deemed to be abandoned and further appeal under this Agreement shall be barred.

Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives, or the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final

day.

Section 6.5. Stages in the Grievance Process.

Stage 1: The aggrieved party will discuss his/her grievance with the supervisor, with the objective of resolving the matter informally. If a supervisor fails to attend the Stage 1 meeting without reasonable cause, the aggrieved party may elect to consider this step complete.

Stage 2: If the grievance is not resolved informally, it shall be reduced to writing and presented to the Provost and Vice President, Academic Affairs.

Within 10 days after receipt of the grievance, the Provost and Vice President, Academic Affairs shall hold a meeting with the aggrieved party and/or his/her representative and any other person(s) necessary to decide the grievance.

Within 10 days after conclusion of the meeting a decision shall be rendered thereon, in writing, and presented to the aggrieved party and to the Association President or designee.

Stage 3: If the aggrieved party is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further, he/she shall, within 10 days, file a written appeal of the decision with the President, submitting copies of the decision with the appeal.

Within 10 days after receipt of the appeal, the President shall hold a meeting with the aggrieved party and/or his/her representative and any other person(s) necessary to decide the grievance.

Within 10 days after conclusion of the meeting a decision shall be rendered thereon, in writing, and presented to the aggrieved party.

Stage 4: If the Association is not satisfied with the decision at Stage 3 and wishes to proceed further, the Association shall notify the Personnel Administrator of the Association's intent to arbitrate within 10 days of receipt of the decision at Stage 3. The parties agree to at least one mediation session with the Federal Mediation and Conciliation Service (FMCS) prior to arbitration, provided, however, that the parties shall immediately begin the process of selecting an arbitrator so as not to delay the grievance process should mediation be unsuccessful.

The parties shall attempt to agree upon an arbitrator within 10 days after receipt of notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within the said 10-day period, the parties shall jointly request either the Illinois Educational Labor Relations Board or the Federal Mediation and Conciliation Service to submit a panel of five arbitrators. Both parties shall have the right to strike two names from the panel as follows:

- For the first arbitration hereunder, the Association shall strike the first and third names from the panel and the Board shall strike the second and fourth names
- For the second arbitration hereunder, the Board shall strike the first and third names from the panel and the Association shall strike the second and fourth names.
- The parties shall alternate the striking order for each subsequent arbitration.

- The person remaining in each instance shall be the arbitrator.

Each party shall have the right to strike one entire panel. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The arbitrator shall be notified of his/her selection by a joint letter and shall be requested to set a date and time for the hearing, subject to the availability of the parties; their representatives and necessary witnesses.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions.

The arbitrator shall have no power or authority to add to, subtract from or modify the express provisions of this Agreement or to make any decision which requires the commission of an act prohibited by law.

The decision of the arbitrator shall be final and binding upon both parties.

The fees and expenses of the arbitrator shall be divided equally between the parties; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. The parties shall have the right to have a transcript of the hearing made, provided that it shall bear the full cost for the transcript.

Section 6.6. Grievance Files. The Human Resources Office is responsible for maintaining the official files for all grievance cases. These grievance files shall be kept separate from all other personnel files.

Only the following individuals shall have access to these files: The Board of Trustees, legal counsel retained by the College, the Secretary to the Board of Trustees, the President of the College, the Executive Director of Human Resources, the President of the Association, the Chairperson of the Welfare or Grievance Committee for the Association, legal counsel or designee or other representative retained by the Association, and the Provost and Vice President, Academic Affairs.

The aggrieved party, his/her representative and the aggrieved party's immediate supervising administrator shall have access only to the case at issue for that faculty member.

Complete official files shall be kept for a minimum period of five years. Thereafter, a log containing only a statement of the nature of the grievance and its final disposition shall be sufficient.

ARTICLE VII:

CONDITIONS OF EMPLOYMENT

Section 7.1. Tenure. Full-time faculty members shall be eligible for tenure in accordance with Article 111B of the Illinois Public Community College Act. For the purposes of this Section, the term "full-time faculty member" shall include bargaining unit members. The Board's decision to award or deny tenure shall not be subject to the grievance and arbitration procedure set forth in this Agreement, provided, however, that procedural requirements in connection with the award or denial of tenure shall be subject to such grievance and arbitration procedure.

While the decision to award or withhold tenure shall reside exclusively with the Board, the supervising administrator and a Tenure Review Team (the "TRT") identified by the Promotion Evaluation Review Team (PERT) shall review the qualifications and portfolio of any candidate for tenure and submit a recommendation to the Provost and Vice President, Academic Affairs and President. The composition of the TRT may vary from year to year depending on the number of applicants for tenure, but the team will always be comprised of a sufficient number of members so that each tenure portfolio shall be evaluated by at least four readers of whom two are faculty members, selected from all tenured faculty by the Association, and two are supervising administrators from Academic Affairs who shall be selected by the Provost and Vice President, Academic Affairs. Upon complete review and consideration by the Tenure Review Team, the TRT shall determine its recommendation and forward such recommendation to the Provost and Vice President, Academic Affairs and President who will review such recommendation. The recommendation shall be in the form of a positive recommendation for tenure (greater than 50% of the TRT supports tenure); a recommendation to deny tenure (less than 50% of the TRT supports tenure); or report of a tie vote of the TRT. In connection with each tenure candidate, the President's recommendation to the Board shall be accompanied by the TRT's recommendation, and both the President and the TRT may supplement their recommendations with any additional information or documentation they shall deem appropriate.

Section 7.2. Office Hours. Each faculty member teaching a full load shall schedule (time and modality) and keep a minimum of 5 office hours each week of the academic year during the term of this agreement. Each faculty member's office hour schedule shall be posted on or near the faculty member's office door no later than the first day of classes for each semester or session. When unforeseen circumstances arise, faculty members may reschedule office hours during that week to ensure student access, in lieu of reducing or canceling office hours and taking requisite leave. Faculty shall notify students, their supervising administrator and office staff as soon as any office hour changes are made. Faculty are not required to reschedule office hours missed due to participation in approved College meetings or special events.

A preliminary office hour schedule will be prepared and submitted by the faculty member to the appropriate supervising administrator at such time as the preliminary schedule is set. If a supervising administrator has a concern about how a faculty member's preliminary office hour schedule would adequately provide for student accessibility and convenience, then the supervising administrator shall schedule a meeting with the faculty member to discuss the proposed schedule. Unless otherwise agreed by the supervising

administrator and faculty member, such meeting shall occur within 45 days of the supervising administrator's receipt of the preliminary office hour schedule. A faculty member may amend and resubmit the preliminary office hour schedule at any time. If the office hour schedule has already been approved the faculty member may request amendment to such schedule due to changed circumstances.

If the faculty member and supervising administrator are unable to collaboratively resolve schedule issues to their mutual satisfaction, then the supervising administrator shall determine a temporary final schedule. The faculty member retains the right to appeal, with union participation, said decision. To address concerns about student accessibility and convenience, any office hour appeal shall be expedited in order to be heard by the Provost and Vice President, Academic Affairs within two weeks.

Each faculty member teaching during the summer session shall schedule and keep a minimum of one office hour per week for each course taught.

Section 7.3. Recommended Class Size. While appropriate class size will differ from course to course, the parties acknowledge that class size has an impact on teaching and learning effectiveness, and that they shall act in good faith throughout the term of this Agreement to maintain reasonable class sizes appropriate to each course. To facilitate this objective the Provost and Vice President, Academic Affairs, supervising administrators and Faculty shall take into account the following factors for determining recommended class size ranges among courses within each division:

- Course design, content and difficulty.
- Special instructional needs of students and Faculty.
- Reasonable classroom seating capacity.
- Availability of necessary equipment.
- Established practices at HCC and peer institutions.
- Legal requirements based on state regulations.
- Availability of support services and support staff.
- Requirements of clinical and other cooperating institutions.
- Relevant ongoing research in respect to student performance.

Recommended class size ranges shall be included in the Five Year Program Review process. Any changes to the recommendations resulting from this review will be included for discussion on the fall division meeting agenda for each academic division. If the Faculty and supervising administrator cannot come to complete agreement in respect to the class size, then the recommendation shall be referred to the Provost and Vice President, Academic Affairs for a final determination by October 1. Upon request of the Faculty, or supervising administrator, the Vice President shall convene a meeting to discuss the matter before making final determination. Written notice of such final determination shall then be given to the supervising administrator and faculty members together with the Vice President's rationale for such determination. The final list of recommended class size ranges shall be placed on file within each division by October 15.

If at any time during the term of this Agreement the supervising administrator or Faculty shall seek to amend the class size list, then the matter shall be placed on the next division meeting agenda for consideration. If the supervising administrator and Faculty cannot

thereafter agree on the appropriate class size range for any course, then the matter shall be referred to the Provost and Vice President, Academic Affairs for final determination.

Section 7.4. Class Schedules. Based on a tentative class schedule developed by the Board, supervising administrators shall assign classes in accordance with the following procedure:

- A. Before preliminary class assignments are made for the fall or spring semesters by the supervising administrators, faculty members shall submit their assignment preferences, including any preference for delivery methods and overload. Faculty members may also identify up to three alternative classes that may be substituted in the event a preferred class is canceled or otherwise unavailable. In respect to such preliminary assignments, supervising administrators shall assign load and overload* (when overload is available) to a faculty member prior to assigning any preferred or identified alternative class to a part-time faculty member, provided that such overload shall not exceed 4 ECHs, or 1 course, during a semester, and the total load does not exceed 21 ECH.

Before preliminary class assignments are made for summer classes by the supervising administrators, faculty members shall submit their assignment preferences for 6 ECHs (or up to two classes), including any preference for delivery methods and overload. Faculty members may also identify an alternative class that may be substituted in the event a preferred class is canceled or otherwise unavailable. In respect to such preliminary assignments, supervising administrators shall assign 6 ECHs (or up to two classes, whichever is greater) to a faculty member prior to assigning any preferred or identified alternative class to a part-time faculty.

Preliminary class assignments, along with alternative classes identified, shall be communicated to faculty members within 45 days of the date assignment preferences were submitted. Any subsequent changes to a faculty member's class assignments shall be discussed by the faculty member and appropriate supervising administrator and shall be communicated in writing to the faculty member. Faculty members who are preliminarily assigned overload shall be able to maintain overload in the event of a schedule change provided that (a) alternative classes were identified with their initial assignment preferences, and (b) such overload may be limited to 3 ECHs.

*The assignment of overload may be withheld pursuant to Section 14.12 of this Agreement.

- B. Supervising administrators shall base class assignments on the following factors:
- the faculty member's preferences (a part-time faculty member shall not be assigned a preferred class identified by a full-time faculty member unless made necessary in order to meet the following criteria);

- any special scheduling needs or objectives such as classes at night, remote sites, dual enrollment, or distribution of course assignments within the department in order to promote versatility among the department's full time faculty provided such objectives have been discussed in Council on Shared Interests (CSI), approved by the Provost, and communicated to the faculty within an agreed upon time prior to the submission of class preferences;
- the faculty member's education and experience and ability to teach a particular course or courses effectively;
- the faculty member's seniority.

Supervising administrators shall review section enrollments at least 3 weeks prior to the first class of the fall and spring semesters (and at least 2 weeks prior to the first class in the summer term). At the time of such review, if any of a faculty member's preferred classes are canceled, then the faculty member and the supervising administrator shall discuss appropriate revisions to the faculty member's class assignments and determine whether a preferred alternative class needs to be substituted. Except under extraordinary circumstances (as determined by the supervising administrator in order to meet student needs), a class from the faculty member's preferred alternative list shall replace a class that has been canceled. If the Supervising administrator has determined that there are extraordinary circumstances, then such supervising administrator shall provide an explanation to the faculty member in writing at the time the assignment is made.

The final class schedule and faculty assignments shall be determined by the supervising administrator in accordance with this section.

Section 7.5. Academic Calendar. The term "regular academic year" shall include the fall and spring semesters, and shall begin in or about mid-August and shall end in or about mid-May. The regular academic year shall include 175 contractual work days for each faculty member. Contractual work days shall not include holidays or break periods.

The President or designee shall appoint and annually convene an academic calendar committee to prepare an academic calendar for recommendation to the Board at or about the February meeting. Such committee shall include a faculty member from each division, a faculty member designated by the Association, the Director of Records and the Dean of Enrollment Services (or designee).

Section 7.6. Intellectual Property. Instructional materials, programs or any other work product ("Intellectual Property") developed by a faculty member exclusively on the faculty member's time and exclusively at the faculty member's expense shall belong to the faculty member. Intellectual Property developed by a faculty member exclusively on College time and exclusively at College expense shall belong to the Board. Intellectual Property developed under circumstances where the faculty member has performed development work on College time and on the faculty member's own time, and/or where the faculty member and the College have both contributed to development costs, shall belong to the faculty member and the College in such proportionate ownership shares as they shall negotiate on a case-by-case basis.

If Intellectual Property is owned exclusively by the faculty member, the Board may use such property only with the consent of the faculty member. If Intellectual Property

is owned exclusively by the Board, the faculty member may use such property only with the consent of the Board. If Intellectual Property is jointly owned by the faculty member and the Board, then any use of such property for other than College instructional or in-service purposes shall be negotiated on a case-by-case basis.

In no event shall video or audio tapes or recordings of a faculty member's lecture, performance or presentation be made or used by the College without the consent of the faculty member.

Section 7.7. Outside Employment. No faculty member shall engage in outside or secondary employment which shall conflict with the faculty member's performance of professional duties at the College.

Section 7.8. Personnel Files. Personnel files shall be maintained by the Human Resources Office for all faculty members. Personnel files shall ordinarily contain the application for employment, resumes, transcripts, payroll records, evaluations and self-evaluations, commendations and other documents in respect to faculty members' performance and conduct. No document that is derogatory to any faculty member's performance, conduct or character shall be placed in the personnel file unless the faculty member has first had an opportunity to review such document. Upon completing such review, the faculty member shall sign the document to evidence that it has been reviewed. The faculty member's signature thereon shall not be construed to indicate the faculty member's agreement with the contents of the document. Faculty members have the right to prepare a written response to any document that is or shall be included in the personnel file, and such written response shall be appended to such document. The Board's failure to respond to such written response by the faculty member shall not be construed to indicate agreement with the contents of such response.

Upon written request, a faculty member or designated representative of the faculty member may review his or her personnel files at any time convenient to the Human Resources Office and may make copies of any documents contained in the personnel files at the faculty member's expense.

ARTICLE VIII: DISCIPLINARY PROCEDURES

Section 8.1. Progressive Discipline. For just cause, faculty members shall be subject to progressive disciplinary action by the Administration and/or Board. Faculty misconduct shall result in disciplinary sanctions ranging from verbal reprimand through dismissal according to the following schedule:

(1) Verbal Reprimand by the Administration. A record of each verbal reprimand shall be documented and placed in an administrative file maintained by the Director of Human Resources. A verbal reprimand shall remain in effect for a reasonable period of time, as determined by the Administration, depending on the severity and/or repetitive nature of the offense. This time period will be indicated in the required documentation that shall also include an improvement action plan for the faculty member as well as a timeline for follow-up with the supervisor during that time period.

(2) Written Reprimand by the Administration. Any written reprimand shall be provided to the faculty member, and a copy of such reprimand shall be placed in the faculty member's personnel file. Prior to the issuance of a written reprimand, the Administration must have a disciplinary meeting with the faculty member and the faculty member must be given at least 72 hours prior written notice of the time, place and purpose of the meeting. The faculty member may prepare a response to any written reprimand, which may result from the meeting, which response shall be placed in the faculty member's personnel file with the reprimand. A written reprimand shall remain in effect for a reasonable period of time, as determined by the Administration, depending on the severity and/or magnitude of the offense. This time period will be indicated in the required documentation that shall also include an improvement action plan for the faculty member as well as a timeline for follow-up with the supervisor during that time period.

(3) Suspension by the Administration. The President may impose suspension without pay for no more than 30 work days, provided that the faculty member shall be given an opportunity to first meet with the President regarding the cause or causes for such suspension.

(4) Remediation Notice by the Board. Remediation notice shall be issued by the Board, provided that the faculty member shall be given an opportunity to first meet with the Board regarding the cause or causes of such remediation notice.

(5) Dismissal by the Board. Dismissal proceedings shall be initiated by the Board in accordance with the Public Community College Act.

Section 8.2. Disciplinary Meeting. In respect to any meeting convened under Section 8.1(2) or (3) above, the faculty member shall be given at least 72 hours prior written notice of the time, place and purpose of the meeting and may elect to be accompanied by a representative of the Association or any other representative. The supervising administrator shall also inform the faculty member of his/her right to elect to be accompanied at this meeting by another person. In respect to any meeting or

hearing convened under (4) or (5) above, the faculty member must be given at least 14 days prior written notice and the faculty member may elect to be accompanied by a representative of the Association or any other representative.

Section 8.3. Initial Disciplinary Step. The Association and Board acknowledge that appropriate disciplinary sanctions for any faculty member misconduct shall be determined by the Administration and/or Board based on the repetitive nature of such misconduct and/or the magnitude or severity thereof. The initial disciplinary step shall depend on the severity of the offense. A faculty member may petition the Director of Human Resources for the removal of documentation of a verbal reprimand from the administrative file or of a written reprimand from such faculty member's personnel file 45 days after the completion of the timeline indicated in said documentation. Determination to remove the documentation or update the improvement plan with a new review date will be done with review by the Association President and the President or respective designees.

Section 8.4. Administrative Leave Pending Investigation. In connection with any allegation of misconduct, the President or Board may grant administrative leave with pay pending the investigation of such allegation. Any faculty member subject to administrative leave shall receive written notice of the allegation giving rise to such action, and may make a written response to such notice which shall be attached to the District's copy of such notice.

ARTICLE IX: EVALUATION PROCEDURE

Section 9.1. Purpose. The parties agree that the purpose of evaluations is to enhance and promote student success. Therefore, this evaluation procedure is to acknowledge and reinforce commendable instructional practices, maintain instructional excellence, apprise faculty members of their strengths and weaknesses and to assist the Board in making employment decisions concerning retention of faculty.

Section 9.2. Evaluation of Probationary Faculty Members.

A. Administrative Evaluations.

- (1) The appropriate supervising administrator shall perform an annual written evaluation of each probationary faculty member, which shall include a classroom observation, a response to the faculty member's self-evaluation and any supporting materials attached, a response to the faculty member's goals for the following academic year, a review of the student evaluations administered in each course section, and an overall summary of the faculty member's performance.
- (2) The period under review shall be the preceding academic year (SU, FA and SP terms).
- (3) The classroom observation shall be conducted on a date, class and timeframe agreed to by the faculty member and supervising administrator. Unless otherwise agreed to by the faculty member and the supervising administrator, the faculty member will receive formal feedback within 14 calendar days of the observation.

B. Student Evaluations. Student evaluations as measured by the approved student performance evaluation instrument shall be administered in courses taught by the probationary faculty member.

C. Self-Evaluations. Probationary faculty members shall submit a self-evaluation to their supervising administrator during each academic year. Self-evaluations shall be submitted to the supervising administrator by the final contractual workday in May, and shall report on professional activities outlined in the Self-Evaluation Form.

Section 9.3. Evaluation of Tenured Faculty Members.

A. Administrative Evaluations.

- (1) The appropriate supervising administrator shall conduct an evaluation of each tenured faculty member in writing every year (note possible exception for Distinguished Professor in 9.3.C.). This evaluation shall include a classroom observation (performed at least once every three years), a response to the faculty member's self-evaluation and any supporting materials attached, a response to the faculty member's goals for the following academic year, a review of the student evaluations, when administered as per 9.3.B. and an

overall summary of the faculty member's performance.

- (2) The period under review shall be the preceding academic year (SU, FA and SP terms).
 - (3) The classroom observation shall be conducted on a date, class and timeframe agreed to by the faculty member and supervising administrator. Unless otherwise agreed to by the faculty member and the supervising administrator, the faculty member will receive formal feedback within 14 calendar days of the observation.
 - (4) Upon the request of a faculty member, a peer review may be substituted for the classroom observation. Such peer review shall be conducted by another tenured faculty member selected by the faculty member being evaluated. The peer observation shall be conducted, documented, and entered into the faculty member's overall administrative evaluation without prejudice.
 - (5) In the event a pending grievance or other legal proceeding relates to an observation of a faculty member, then the faculty member may request that an alternative administrator conduct subsequent observations until such time as the grievance or legal proceeding is resolved. The alternative administrator shall be selected by mutual agreement of the faculty member and the Personnel Administrator.
- B. Student Evaluations. Student evaluations as measured by the approved student performance evaluation instrument shall be administered at the request of the faculty member or supervising administrator.
- C. Self-Evaluations. Tenured faculty members shall submit a self-evaluation to their supervising administrator no later than the last contractual workday in May. Such self-evaluation shall report on professional activities outlined in the Self-Evaluation Form. The self-evaluation may be submitted once every three academic years for faculty members at rank of Distinguished Professor. In years when a Distinguished Professor does not submit a self-evaluation, the Administrative Evaluation outlined in Section 9.3.A. is optional.

Section 9.4. Response to Evaluation/Review. Following any evaluation or review, the faculty member shall meet with the supervising administrator to review the contents of the evaluation/review. This review meeting is to be completed no later than September 15 unless otherwise agreed to by the faculty member and the supervising administrator. Failure to do so will result in closing the annual evaluation process unless the faculty member has failed to submit evaluation materials by the deadline identified in Section 9.2.(C) herein. A copy of each evaluation or review shall be provided to the faculty member. Any faculty member may submit a written response to any evaluation or review, such response to be delivered to the appropriate supervising administrator and attached to the evaluation/review. The acceptance of a response from a faculty member without further comment or action by the Board shall not imply or create any presumption that the Board agrees with the contents of the faculty member's response. All evaluations and reviews, and any

responses thereto, shall be placed in the faculty member's personnel file.

Section 9.5. Supplemental Evaluations. In addition to the evaluations set forth above, the Provost and Vice President, Academic Affairs (or designee) may elect to conduct such additional evaluations of any probationary or tenured faculty member as the Vice President (or designee) shall deem necessary and appropriate if performance and/or conduct deficiencies appear evident to the Vice President.

Section 9.6. Evaluation Instruments. Any evaluation or review instrument used in connection with the administration of this Article shall be established or revised by mutual agreement in writing of the Association and Board.

Section 9.7. Application of Grievance Article. The content of any evaluation or review shall not be subject to the Grievance Procedure set forth in Article VI hereof, provided, however, that the procedures contained herein shall be subject to such Article VI.

Section 9.8. Evaluation Process Review. Upon the request of the Association, the Association President(s) and the President of the College shall meet on or about November 15 of each year to review the evaluation process.

ARTICLE X: PROFESSIONAL DEVELOPMENT

Section 10.1. Professional Development. The College will continue its commitment to professional development as a priority for faculty. Reimbursement for any professional development activity must be approved in advance by the Provost and Vice President, Academic Affairs or designee. Faculty may be absent from professional duties to attend approved conferences and/or workshops without using vacation or personal leave.

Each faculty member shall have a professional development allowance funded by the Board in a minimum amount of \$1,000 for each fiscal year of this Agreement to be used for registration, materials and attendance at conferences and workshops, travel, membership in professional organizations, books, subscriptions and publications related to the faculty member's academic discipline and/or for other professional development as approved by the Provost and Vice President, Academic Affairs or designee. Faculty members shall not be required to buy any of these materials through the college bookstore. In addition to the professional development allowance for each faculty member, an amount equal to \$200 multiplied by the number of faculty members under contract on the 10th day of the fall term will be placed into a pool from which faculty members may request additional funding for professional development activities that support institutional initiatives, subject to the approval of the Provost and Vice President, Academic Affairs. Faculty members who are presenting at a conference or serving as an officer of a state or national professional organization will be eligible to receive up to \$500 per fiscal year for reimbursement of additional professional development expenses, subject to the approval of the Provost and Vice President, Academic Affairs.

Subject to the above-referenced advance approval by the Provost and Vice President, Academic Affairs or designee, each faculty member shall determine the manner in which their professional development allowance shall be used, and may allocate all or any portion thereof to be pooled with other faculty members' allocations for approved professional development activities.

By March 15 of each fiscal year, faculty members shall be provided with an accounting of their professional development allowance by their supervising administrator. The faculty member will have until April 15 to submit the appropriate college forms documenting how they plan to spend their remaining professional development allowance for that fiscal year with the understanding that any unencumbered balance will be placed in a general Academic Affairs faculty development pool that will be administered by the Provost and Vice President, Academic Affairs.

Any professional development allowance funds left unspent at the end of each fiscal year hereunder shall not be carried over to the next fiscal year.

Section 10.2. Tuition and Fees Reimbursement. In addition to the professional development allowance, each faculty member shall be entitled to tuition and fees reimbursement for courses offered by a regionally accredited institution of higher education and directly related to such faculty member's teaching discipline, or for courses intended to promote enhanced instructional skills. Courses eligible for tuition

and fees reimbursement must be approved in advance by the Provost and Vice President, Academic Affairs or designee. Faculty members may be awarded reimbursement up to \$3,000 for each fiscal year covered by this Agreement. Tuition and fees reimbursement shall be paid upon documented completion of the course. Requests for tuition and fees reimbursement hereunder shall not be denied on an arbitrary or capricious basis.

ARTICLE XI: ACADEMIC FREEDOM, PROFESSIONAL RIGHTS & RESPONSIBILITIES

Section 11.1. Board Recognition of Academic Freedom. The Board recognizes that all faculty are entitled to academic freedom and that academic freedom is necessary for the advancement of truth and is a fundamental protection of the rights of faculty and students. Faculty are entitled to freedom in the classroom in discussing subject matter but should not introduce controversial matters bearing no relation to the subject.

Section 11.2. Rights as a Citizen. The Board recognizes the right of the individual faculty member to speak or write as a citizen, to engage in community affairs and political activities and to express opinions free from institutional censorship or discipline, provided, however, that any such faculty member take such steps as are appropriate so as not to indicate that the faculty member is acting or speaking on behalf of the institution.

Section 11.3. Board Recognition of Shared Governance. The Board recognizes the following faculty/academic administration shared governance structures, responsible for establishing academic policy and procedures:

Assessment Committee (AC): 1) determination and assessment of the College's shared learning outcomes; 2) academic program review; and 3) College learning assessment efforts

Curriculum and Academic Standards (CAS) Committee: 1) course and program approval; 2) academic policies and procedures approval; and 3) matters concerning academic standards/rigor

Promotion Evaluation Review Team (PERT): Pursuant to Section 9.6, 1) regular review, revision, and approval of faculty evaluation processes and instruments; 2) regular review, revision, and approval of faculty tenure and promotion processes and instruments; 3) administration of faculty tenure and promotion processes.

Voting membership for each Committee shall be outlined in the bylaws ensuring balanced representation from faculty and other employees. Membership in each shared governance Committee shall include the Association president or a designee. With the exception of PERT, such representation shall be ex officio.

Section 11.4. Course Goals and Content. Consistent with the ICCB and CAS approved master syllabus, faculty members shall have the right to determine reasonable course goals, reasonable methods of instruction, course content, and reading materials consistent with individual syllabi and subject to Board rights, policies and procedures. In the exercise of faculty rights and responsibilities, each faculty member shall develop a syllabus for each course which shall include an outline of course goals and objectives. In addition, the individual course syllabus shall include methods of instruction, course content, topical outline, required and recommended reading materials, grading practices and attendance policy. Such syllabus shall be distributed to each student in the course on the first day the course meets and shall be considered a contract between the instructor and student and will be considered as a primary source document in a grading

dispute brought under the student appeals procedure.

Each faculty member shall submit a copy of each course syllabus for each class taught to their immediate supervising administrator prior to the first class meeting. If a course syllabus is unacceptable to the Board because it fails to meet the criteria set forth above, then the faculty member shall be informed of the reasons why it is unacceptable and the syllabus shall be returned to the faculty member for revision and resubmittal within three college work days.

Section 11.5. Faculty Assignment of Grades/Academic Misconduct. Faculty members shall be responsible for the determination and issuance of academic grades for the courses they teach, and in the event of an academic appeal, there shall be a presumption that the assigned grade is correct.

In respect to matters involving academic issues, students may initiate appeals by following the procedures outlined in the Student Handbook.

Faculty members shall have initial jurisdiction over violations of academic integrity which may occur in their course. Faculty shall have the right to impose such penalty as they shall deem appropriate to the circumstances, up to a maximum penalty of assigning an F grade for the course and removal of the student from the course for that academic term. If a faculty member believes that a more severe penalty is warranted, then the faculty member may refer the matter to an academic integrity hearing.

Section 11.6. Instructional Materials. In the event of a conflict regarding the selection of a textbook or other instructional materials, and such conflict is not collaboratively resolved by the faculty member and their supervising administrator, then the Provost and Vice President, Academic Affairs (or designee) shall determine the selection of the textbook and/or instructional materials.

ARTICLE XII: LEAVES

Section 12.1. Personal Leave. Except as otherwise provided herein, each faculty member shall be eligible for four days paid leave for personal business during each academic year. Unused personal leave days at the end of any year of this Agreement shall convert to sick leave days. A faculty member may use available personal leave days without stating the reason for the leave. Each faculty member shall provide as much advance notice as possible to their supervising administrator for such leave.

Any faculty member who shall commence employment after the start of the academic year shall be eligible for personal leave on a *pro-rata* basis (e.g., if a faculty member commences employment at the start of the spring semester, such faculty member shall be eligible for two days of personal leave for that academic year). If, pursuant to this Section, a faculty member misses any part of a workday, but less than the entire workday, then the faculty member shall report use of their available personal leave in quarter day increments. If a faculty member misses an entire workday, then the faculty member shall report use of one full day of available personal leave.

Section 12.2. Legal Leave. Faculty members summoned to appear as jurors or witnesses will notify their immediate supervising administrator as soon as possible after being summoned. Any such faculty member who, as a result, cannot fulfill his or her assigned duties and responsibilities will suffer no loss in salary. Fees designated as reimbursement for travel expenses only may be retained by the faculty member.

Section 12.3. Leave Without Pay. Except as provided by law, the Board may at its sole discretion grant a faculty member, upon request, a leave of absence without pay and under such conditions as the Board may specify. A request for a leave of absence without pay by a faculty member shall be initiated by submitting a written request for leave to the Provost and Vice President, Academic Affairs no later than October 15 or May 15 immediately prior to the semester in which the leave is requested, except in cases of emergency or other extenuating circumstances. The request should include a summary of the reasons why the faculty member seeks the leave, and shall identify a proposed beginning and ending date. Such leave shall not exceed two consecutive semesters, including the semester in which the leave begins but excluding any summer sessions, provided, however, that any faculty member on such leave may request an extension. Such request must be made at least 60 days prior to the ending date of the leave. The Board may at its sole discretion grant an extension. A faculty member on such a leave shall be eligible to participate in the college insurance program provided, however, that such faculty member shall be responsible for payment of the entire cost of any insurance coverage. Specifically, the Board shall have no obligation to make any payment whatsoever on behalf of such a faculty member for insurance coverage during such a leave of absence. Any faculty member who requests and is granted a partial leave without pay shall assume the applicable *pro-rata* payment obligation for such faculty member's insurance premiums.

Section 12.4. Bereavement Leave. Faculty shall be eligible for bereavement leave

as follows:

- (1) Up to five leave days for each death in the immediate family. Immediate family shall mean the faculty member's spouse or civil union partner, son, daughter, mother, father, brother, sister, grandfather, grandmother, grandson, granddaughter, corresponding in-law, step relation or civil union partner relation, or any person for whom the faculty member is the legal guardian.
- (2) Up to two leave days for each death of relatives once removed, i.e., aunt, uncle, cousin, niece or nephew by birth or marriage.
- (3) Up to one leave day for each death of distant relatives or close friends, as recommended by the faculty member's immediate supervising administrator and approved by the Provost and Vice President, Academic Affairs.

Section 12.5. Military Leave. Faculty who must be absent from work due to military duty may elect to use accrued vacation days and/or personal leave days or go on military leave status. If the faculty member elects to use earned vacation and/or personal leave days, then the faculty member shall be compensated accordingly. If the faculty member elects to go on military leave status, then the faculty member shall not be paid while on military leave. The College shall continue to provide all insurance benefits, and sick days and personal days shall continue to accrue while absent on military leave. A military leave shall not constitute a break in service for tenure eligibility. Upon return from military leave, the faculty member shall be reinstated to the same position held when the leave started, or to an equivalent position.

Section 12.6. Accumulated Vacation Leave. Twelve-month faculty members shall be paid for their accumulated vacation leave upon termination of employment with the College at their then-current per diem rate of pay. If a 12-month faculty member shall convert to a 175-day contract, then accumulated vacation leave shall be liquidated over the next five fiscal years at the rate of 20% per year as set forth above, provided, however, that a converting faculty member may elect to cash-in more than 20% during the first year to the extent necessary to off-set any remaining salary differential between the 12-month contract and the 175-day contract. Upon conversion to a 175-day contract, the maximum accumulation for vacation leave shall reduce from 40 days to 34 days. If a converting faculty member shall have accumulated in excess of 34 vacation days upon the effective date of conversion, then such faculty member may use such excess days during the next ensuing five-year period.

Section 12.7. Sick Leave. Upon initial employment by the Board, each 175-day faculty member shall receive ten days of sick leave. During each year of employment thereafter, a faculty member shall earn one day of additional sick leave as of the 15th day of each month commencing with August and continuing through the next ensuing May. Any faculty member who shall commence employment after the start of the academic year shall be eligible for sick leave on a pro-rata basis (e.g., if a faculty member commences employment at the start of the spring semester, such faculty member shall be eligible for five days of sick leave). If a faculty member teaches from three to five ECHs during a summer session, then such faculty member shall be eligible for one additional day of sick leave. If a faculty member teaches six or more ECHs during a summer session, then such

faculty member shall be eligible for two additional days of sick leave.

Sick leave may be accumulated without limit during the term of this Agreement.

Accrued sick leave may be used for illness, injury, or healthcare appointments of the faculty member or the faculty member's family. For the purposes of this Section, family shall mean the faculty member's spouse, domestic partner, civil union partner, child, parent, sibling, grandchild, grandparent or corresponding in-law, step relation or civil union partner relation, or any person for whom the faculty member is the legal guardian, or any other person identified as eligible under applicable federal, state, or local statute. Further, accrued sick leave may be used for FMLA-qualifying events, including but not limited to the birth of a child or placement of a child for adoption or foster care. Accrued sick leave may also be used for quarantine at home, the extension of bereavement leave and for any weather-related absence that occurs when the College is open and any absence that is occasioned by an unscheduled closing of a child's school or daycare facility.

The Board may require certification from a physician or other licensed healthcare professional for the use of sick leave. The Board may require periodic healthcare examinations during the period of an employee's absence due to sickness or disability. Examinations administered by a healthcare professional at the Board's request shall be at the Board's expense. If, pursuant to this Section, a faculty member misses any part of a workday, but less than the entire workday, then the faculty member shall report use of their available sick leave in quarter day increments. If a faculty member misses an entire workday, then the faculty member shall report use of one full day of available sick leave.

Section 12.8. Sick Leave Bank. The Association shall establish and operate a sick leave bank for faculty members. Guidelines and eligibility shall be established by the Association's sick leave bank committee. Participation in the sick leave bank shall be voluntary.

The Board and Association agree that the Board shall, pursuant to the direction of the Association's sick bank committee, accept donations of sick leave bank member's sick days to the sick leave bank, shall hold these days, and further, pursuant to the direction of the Association's sick leave bank committee, and to the availability of days in the sick leave bank, distribute days from the sick leave bank.

The Association shall and does hereby indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability, including but not limited to, attorney fees, court costs and interest that shall arise out of or by reason of any act or omission of the Board in connection with any of the provisions of this Section, or in reliance on any list, notice, certification, affidavit, assignment or other information furnished under any of such provisions, or shall arise out of any act or omission of the Association or the sick leave bank committee.

Section 12.9. Sabbatical Leave. In recognition of the Board's commitment to professional growth among the faculty, sabbatical leaves may be granted to eligible faculty members.

- A. *Eligibility:* Full-time tenured faculty members are eligible to apply for sabbatical leave during the Fall semester of every sixth year (or thereafter) of continuous

service to the College. Once a faculty member has completed a sabbatical leave, then the faculty member will not be eligible for another sabbatical leave until completion of at least six years of additional continuous full-time service to the College.

- B. *Sabbatical Leave Committee*: The Sabbatical Leave Committee shall be composed of up to five faculty members with at least one faculty member from each division (as selected from time to time by the respective faculty members in each division) and one administrator appointed by the Provost and Vice President, Academic Affairs. No applicant for sabbatical leave shall contemporaneously serve as a member of the Sabbatical Leave Committee.
- C. *Application Procedure*: Eligible faculty members may submit an application for sabbatical leave to the Office of Human Resources no later than November 1 of the year preceding the fiscal year for which the leave is requested. The application for leave shall be in a format required by the Sabbatical Leave Committee and shall contain a description of a plan for resident study, travel, research, writing or other activities to be undertaken during the sabbatical leave, and shall identify the anticipated benefits to the faculty member and the College, and the relationship between the faculty member's professional development from the proposed leave and program development at the College. The application shall contain the signature of the applicant's supervising administrator. If the applicant anticipates incurring extraordinary expenses in connection with the proposed leave and seeks reimbursement from the Board for such expenses, then a range of such expenses should be identified in the application together with the purpose of such expenses. The application must also identify any prospect of remuneration from sources other than the Board during the sabbatical leave and shall also identify whether the faculty member is seeking a full-time sabbatical leave for one academic year or a full-time sabbatical leave for one semester.
- D. *Application Review and Recommendation*: Following the deadline for submission of applications, the Sabbatical Leave Committee shall convene at its earliest opportunity to review and consider all applications. The Committee may request, and an applicant shall supply, any additional information or documentation needed to arrive at a recommendation. The Committee shall make advisory recommendations to the President concerning the granting of sabbatical leaves to eligible faculty members, provided that the number of recommendations shall not exceed 6% of the faculty members or four faculty members, whichever is greater, subject to this Agreement. The President shall thereafter submit his or her recommendations to the Board on or before the next ensuing February 1.
- E. *Approval Procedure*: Following consideration of the President's recommendations, the Board shall make its decision in respect to the award of sabbatical leaves no later than the next ensuing March 1. Failure by the Board to act on any sabbatical leave request shall constitute a denial of such request. Any decision by the Board to approve or deny a sabbatical leave request shall be discretionary. Such decision shall not be subject to any grievance and arbitration procedure set forth in this Agreement, provided, however, that the procedures set forth in this Section shall be subject to grievance and arbitration as herein provided.

F. *Payment:* A faculty member on full academic year sabbatical leave shall receive 50% of his or her salary during such leave. A faculty member on a one semester sabbatical leave shall receive 100% of his or her salary during such leave. At the discretion of the Board, any compensation earned from employment associated with the sabbatical leave shall offset the Board's obligation for sabbatical leave pay of 50% or 100% of regular salary, as the case may be. The faculty member may receive reimbursement for expenses reasonably and necessarily incurred to participate in the sabbatical leave program, provided that an estimation of such expenses shall have been approved by the Sabbatical Leave Committee prior to making its advisory recommendation to the President. For the purposes of this provision, honorariums, stipends, grant monies, fellowships or similar payments awarded as a component of a sabbatical program shall not be considered outside compensation.

G. *Return:* The faculty member shall return to the College for one year of full-time employment immediately following the period of the sabbatical leave. Any faculty member who fails to do so must repay the College the salary granted and any expenses incurred or reimbursed by the College during the leave period.

Upon the Board's approval of a sabbatical leave, the recipient of such leave will be required to sign a promissory note for the amount of the sabbatical leave salary, which note shall be void and of no further force nor effect upon the expiration of such one-year of full-time employment after the recipient's return from sabbatical leave. The note shall also be declared void by the board if failure to meet its terms is the result of death or permanent disability (as determined under the permanent disability provisions of the State Universities Retirement System), or for other good cause as determined by the Board.

H. *Report:* Upon return from a sabbatical leave, a faculty member shall, within 90 days, submit a written report and schedule an oral presentation to the Sabbatical Leave Committee, the Provost and Vice President, Academic Affairs, and the President or designee. Upon request of the President, the faculty member shall make a presentation to the Board, or to the College at large. Within one semester following each sabbatical leave, the Sabbatical Leave Committee shall evaluate the benefits of the leave and determine whether the anticipated benefits to the faculty member and the College (as identified in the sabbatical leave application request) have been met. The Sabbatical Leave Committee shall submit a written report or summary of its evaluations to the Provost and Vice President, Academic Affairs.

I. *Continued Rights and Benefits of Employment.* Except as otherwise provided herein, a faculty member on sabbatical leave shall continue to receive such rights and benefits of employment as would have been received had the faculty member not been on sabbatical leave.

Section 12.10. Other Paid Professional Development Leave Appointments. In recognition of the Board's commitment to professional growth among the faculty, other paid professional development leave appointments may be granted to eligible faculty members by the Sabbatical Leave Committee defined in Section 12.9.B.

- A. *Eligibility*: Full-time tenured faculty members are eligible to apply for a 1 or 2 semester paid leave appointment to fulfill a research or teaching award appointment, study or teaching abroad experience, or similar award/activity. Once a faculty member has completed such a leave, then the faculty member will not be eligible for another such leave or a sabbatical leave until completion of at least six years of additional continuous full-time service to the College.
- B. *Application Procedure*: Eligible faculty members may submit an application for paid professional development leave to the Office of Human Resources. The application for leave shall be in a format required by the Sabbatical Leave Committee and shall contain a description of the plan for resident study, travel, research, writing or other activities, and shall identify the anticipated benefits to the faculty member and the College, and the relationship between the faculty member's professional development from the proposed leave and program development at the College. The application shall contain the signature of the applicant's supervising administrator. The application must also identify any prospect of remuneration from sources other than the Board during the requested term(s) of leave.
- C. *Application Review and Recommendation*: The Sabbatical Leave Committee shall convene at its earliest opportunity to review and consider an application. The Committee may request, and an applicant shall supply, any additional information or documentation needed to arrive at a recommendation. The Committee shall make advisory recommendations to the President concerning the granting of such leaves to eligible faculty members, provided that the number of recommendations shall not exceed two faculty members in any one academic year. The President shall thereafter submit his or her recommendations to the Board at the next meeting of the Board.
- D. *Approval Procedure*: Following consideration of the President's recommendations, the Board shall make its decision in respect to the award of paid professional development leave appointments at its next meeting. Failure by the Board to act on any leave request shall constitute a denial of such request. Any decision by the Board to approve or deny a paid professional development leave request shall be discretionary. Such decision shall not be subject to any grievance and arbitration procedure set forth in this Agreement, provided, however, that the procedures set forth in this Section shall be subject to grievance and arbitration as herein provided.
- E. *Payment*: A faculty member on a paid professional development leave appointment shall receive 100% of his or her salary during such leave, minus any compensation or stipends earned from employment associated with the leave.
- F. *Return*: The faculty member shall return to the College for one year of full-time employment immediately following the period of the paid leave appointment. Any faculty member who fails to do so must repay the College the salary granted and any expenses incurred or reimbursed by the College during the leave period.

Upon the Board's approval of a paid professional development leave, the recipient of such leave will be required to sign a promissory note for the amount of the leave salary, which note shall be void and of no further force nor effect upon the expiration of such one-year of full-time employment after the recipient's return from leave. The note shall also be declared void by the board if failure to meet its terms

as the result of death or permanent disability (as determined under the permanent disability provisions of the State Universities Retirement System), or for other good cause as determined by the Board.

- G. *Report:* Upon return from a paid professional development leave appointment, a faculty member shall, within 90 days, submit a written report and schedule an oral presentation to the Sabbatical Leave Committee, the Provost and Vice President, Academic Affairs, and the President or designee. Upon request of the President, the faculty member shall make a presentation to the Board or to the College at large. Within one semester following each leave appointment, the Sabbatical Leave Committee shall evaluate the benefits of the leave and determine whether the anticipated benefits to the faculty member and the College (as identified in the sabbatical leave application request) have been met. The Sabbatical Leave Committee shall submit a written report or summary of its evaluations to the Provost and Vice President, Academic Affairs.
- H. *Continued Rights and Benefits of Employment:* Except as otherwise provided herein, a faculty member on a professional development leave appointment shall continue to receive such rights and benefits of employment as would have been received had the faculty member not been on such paid leave.

Section 12.11. Educational Continuity Leave. If a faculty member shall seek to return from leave during a semester, the Board may, in its sole discretion, award educational continuity leave until the commencement of the next semester or academic term. The faculty member shall not be paid during educational continuity leave but shall be provided insurance benefits at Board expense and shall accrue sick leave days and personal leave days on a pro rata basis for the duration of the educational continuity leave. Educational continuity leave shall not constitute a break in service for purposes of tenure or promotion eligibility.

Section 12.12. Family and Medical Leave Policy. Bargaining unit members shall be subject to the Board's Unpaid Family and Medical Leave policy attached hereto.

ARTICLE XIII: GENERAL PROVISIONS

Section 13.1. Precedence of Agreement. In the event of a conflict between any provision of this Agreement and any provision contained in the Faculty Handbook, the Board Policy Manual, College Administrative Procedures or any other governance instrument, then the provision of this Agreement shall have precedence and priority. Upon the request of the Association, policy matters that shall directly affect wages, hours and terms and conditions of employment as well the impact thereon, shall be bargained collectively between the Association and the Board.

Section 13.2. Non-reprisal. The Board and the Administration shall not discipline, discriminate or retaliate against any faculty member as a consequence of the exercise of any rights granted by any Section of this Agreement or the filing of any grievance hereunder.

Section 13.3. Faculty Meetings. Faculty meetings shall generally be scheduled as necessary on Fridays. Schedules will be made with due consideration of faculty membership on standing committees. The College will strive to provide meeting access in remote or hybrid modalities, when reasonable.

Section 13.4. Association/Administration Communications. In order to facilitate communication between the Association and the Administration and to promptly address issues that may arise in connection with the implementation and administration of this Agreement, the President of the Association and the President of the College shall meet at least monthly to discuss matters of mutual concern that do not involve pending negotiations or grievances. Either President may elect to include such other employees or representatives as appropriate to address matters under discussion.

Section 13.5. Employee Assistance Program. The Board shall provide the faculty with the same benefits as are available to all other full-time College employees covered by the Employee Assistance Program.

Section 13.6. Tuition Waiver. Faculty, their spouse or civil union partner, and their dependents shall be granted tuition waivers for credit-generating courses taken at the College subject to the requirement that satisfactory academic progress must be made in accordance with Financial Aid Office guidelines. Such waivers shall also apply to the dependents of permanently disabled and deceased tenured faculty members. For the purposes of this Section, dependents shall be defined as the biological and adopted children of a faculty member, and the biological and adopted children of a faculty member's spouse or civil union partner. Such dependents shall qualify for tuition waivers if they are under the age of 26 at the start of the term for which the waiver is applicable.

Tuition waivers shall be capped at 80 credit hours per eligible dependent.

Faculty shall be granted 100% course registration fee waivers for Continuing Education courses taken to further their professional development, provided that any such courses shall first be approved by the appropriate supervising administrator.

Faculty shall be granted course registration fee waivers up to the same amount per course as other full-time employees receive, for Continuing Education courses taken for

personal development. Faculty may enroll in these courses with a course registration fee waiver after sufficient public enrollment has been met and as space allows.

Eligible faculty under this Section shall be responsible for payment of any associated lab, technology, book and/or supply fees and must submit the College form for requesting tuition waivers and/or course registration fee waivers.

ARTICLE XIV: COMPENSATION AND WORKLOAD

Section 14.1. Faculty Workload and Overload. Full-time faculty teaching load shall be 15 Equated Contact Hours (ECHs) per spring or fall semester. For full-time faculty with a 12-month contract, teaching load shall be 6 ECHs during the summer term. Load calculations shall include supplemental assignments under Section 14.2 hereof. Unless contracted through a supplemental assignment, faculty shall not be expected to engage in College work on non-contractual days.

For the purposes of this Section, ECHs for labs shall be calculated in accordance with the following schedule:

Conversions from Special Contact Hours to Equated Credit Hours (Class Lecture*)

	Lab Contact Hours	FY2016 Equated Credit Hours	FY2017 Equated Credit Hours	FY2018 Equated Credit Hours	Examples
Science Lab	1	1.0	1.0	1.0	Biology, Chemistry
Career Course Lab	1	1.0	1.0	1.0	Childcare, Computer Science
Fine Arts Studios	1	1.0	1.0	1.0	Drawing, Ceramics
Nursing Clinical	1	1.0	1.0	1.0	

* One Lecture Hour = 50 minutes

If a faculty member is assigned work in excess of 15 ECHs during any semester, then compensation shall be at the then current overload rate for each excess ECH. Unless otherwise arranged between the faculty member and the appropriate supervising administrator, compensation for overload shall be paid to the faculty member during the semester in which overload services are performed.

Upon request of a faculty member and agreement by the appropriate supervising administrator, a faculty member may average semester load requirements by working no less than 12 ECHs during one semester of a regular academic year and working no more than 20 ECHs during the other semester of such regular academic year.

Section 14.2. Supplemental Assignments. Faculty members are not expected to perform additional duties without additional compensation and/or reassigned time. As the needs of the College shall determine, the Board may offer supplemental assignments to faculty members, and such faculty members may elect to accept assignments that are beyond the essential functions and duties of employment as faculty members.

The Board shall assure that a minimum of 51 percent of a faculty member's load over a three-year rolling period is teaching.

Supplemental assignments may be proposed by the administration or any faculty member and shall be compensated according to the number of ECHs established by the supervising administrator and faculty member based on the magnitude of the particular assignment. For the purposes of this paragraph, an ECH shall equal approximately 32 hours of work. Whenever possible, supplemental assignments shall be arranged with the faculty member at the time teaching schedules are established.

Descriptions of the supplemental assignment activities shall be included with the faculty member's final schedule for any academic term. The Association President shall be granted access to the faculty load database where teaching and supplemental assignments are housed. Upon election of new officers, the newly elected Association President shall request access rights from the Provost and Vice President, Academic Affairs.

Some examples of possible supplemental assignments include, but are not limited to:

- program or course coordination
- major course design or revision
- college-wide committee leadership such as CAS, AC, PERT
- alternative delivery training
- program review primary writer

If a faculty member does not have a full load as defined in Section 14.1 hereof, the Board may assign such faculty member a supplemental assignment or assignments (equivalent to the shortfall in load) in order to bring the faculty member up to full load. If the supplemental assignment creates overload, the faculty member shall be compensated at the then current overload rate per ECH.

Section 14.3. Faculty Selection and Initial Compensation. Search teams for full-time faculty shall, at a minimum, consist of the supervising administrator (or designee) of the appropriate Division and a sufficient number of faculty to constitute at least 50% of the search team members. Upon request of the search team, or any member of the team, the Provost and Vice President, Academic Affairs shall meet with the search team to discuss any report from the team to the administration and/or any recommendation from the administration to the Board.

Section 14.4. Faculty Workweek. In order to serve the needs of students and perform their essential functions and duties, faculty members shall be available as needed during the typical workweek, which shall be forty (40) hours for the purposes of benefits, leave, and administrative record keeping. To ensure the highest level of communication, participation, and academic inclusion, supervisors shall endeavor to schedule mandatory meetings with as much notice as practical. All attempts will be made to schedule meetings well in advance, and with a consistent schedule. Leave would not be required for needing to miss a meeting which is scheduled with less than 36 hours' notice.

Section 14.5. Essential Functions and Duties of a Faculty Member. The primary duty of all faculty members is to teach. In addition to teaching, class preparation, grading and holding office hours, faculty shall:

- Create a learning environment that fosters student success and the attainment of defined learning outcomes.
- Participate in developing and reviewing curricula and instructional methods.
- Assist in the articulation of courses within the division.
- Serve in a consultative role for subject matter expertise as marketing materials are developed for courses and programs within the division.
- Develop, integrate and evaluate student learning outcomes within the framework of the Heartland Community College assessment protocols.
- Prepare syllabi for courses taught.
- Remain current in one's discipline.
- Use major IT systems necessary for performance of basic job duties including College email, grading and calendar; and College learning management systems.
- Advocate for student persistence and pathways to completion through cooperation with Student Success and Enrollment Services staff.
- Manage student issues and problems in a manner consistent with the Student Handbook.
- Serve the institution in a variety of ways. Examples of service activity include, but are not limited to, participation on teams and committees, assistance with marketing and recruitment events, and promotion of a collegial work environment.
- Participate in departmental meetings or conversations related to the development of Program Review materials.

Section 14.6. Faculty Rank and Promotion.

(1) Initial Placement. Any faculty member employed by the Board after the effective date of this Agreement shall be placed initially into Range 1 with the rank of Instructor, and credited with experience not to exceed 12 years unless exceptional placement is given by the Board.

The Board may make appropriate adjustments to the base salary of current faculty within a discipline to avoid salary compression when an exceptional placement has been made for a new hire in that discipline.

The Board agrees to notify the Association leadership when an exceptional placement is being considered for a new hire, and if adjustments are to be made to the base salaries of any other faculty members within the unit.

(2) Promotion. Faculty members qualify for movement within the salary ranges

in effect during the term of this Agreement. A faculty member's ability to advance from one range to another is contingent upon such faculty member's demonstration of continued engagement in thinking critically about teaching, student learning, and participation in scholarly activities designed to promote effective teaching practices.

Promotion to a new range shall be established through a review by portfolio review teams convened by the co-chairs of the Promotion Evaluation Review Team (PERT). The number of portfolio review teams may vary from year to year depending on the number of applicants for promotion, but the teams will always be comprised of a sufficient number of members so that each portfolio shall be evaluated by five readers of whom three are faculty members, selected from all tenured faculty by the Association, and two supervising administrators from Academic Affairs who shall be selected by the Associate Vice President for Academic Affairs. In circumstances where three faculty members of appropriate rank are not available, the size of the review team shall be reduced to four members, two of whom shall be faculty and two of whom shall be administrators. Upon complete review and consideration by the portfolio review team of any faculty member's request for promotion hereunder, the portfolio review team shall determine a recommendation by majority vote and forward such recommendation to the Associate Vice President for Academic Affairs who will review such recommendation.

The Associate Vice President for Academic Affairs will inform candidates of the promotion recommendation. Candidates who are not recommended for promotion may elect to appeal the decision within 20 calendar days of the receipt of notice from the Vice President. The appeal must be submitted in writing to the Provost and Vice President, Academic Affairs, who will review the decision with a faculty member selected by the President of the Heartland Faculty Association with approval of the faculty member. The faculty member selected must be of equal rank or higher than the faculty member who has initiated the appeal. The President of the College will consider the review of the faculty member and the Provost and Vice President, Academic Affairs before making the final recommendation to the Board of Trustees.

The President shall forward all promotion recommendations to the Board of Trustees. Any candidates not being recommended for promotion shall be notified of the reason or reasons. Board action to authorize promotion hereunder shall take effect upon the commencement of the next academic year.

The promotion criteria by which the portfolio review teams, the President, and the Board shall measure the candidate's eligibility for promotion may include the following:

- Instructional design and teaching practices that bring about more effective teaching and learning
- Formative and summative assessment practices that promote continued improvement in the candidate's teaching and student learning
- Academic engagement in professional development activities
- Practices that promote the scholarship of teaching

The Promotion and Evaluation Review Team shall establish mutually agreed upon and written by-laws explaining application procedures, general methods of the team's operation, and the promotion appeals procedures.

Any instruments used in connection with the administration of this Article shall be established or revised by mutual agreement of the Association and the Board.

(3) Promotion Timelines. Faculty members seeking promotion from one range to another shall notify the Associate Vice President for Academic Affairs in writing by October 1 of any year hereunder. The Promotion and Evaluation Review Team shall follow established by-laws for meetings and deliberations. These are described in the Promotion and Evaluation Review Team Procedures. Each faculty member seeking promotion shall include a portfolio in support of the request which has been prepared according to the Guidelines for the HCC Faculty Promotion Portfolio. Promotion portfolios shall be submitted to the Human Resources office by the timeline established by PERT.

The Promotion and Evaluation Review Team shall send all recommendations for promotions to the Associate Vice President for Academic Affairs by the last Monday in April. Any promotion approvals to be recommended by the President shall then be submitted to the Board for consideration no later than May of each year hereunder. Failure to approve a faculty member's promotion from one range to another shall not be subject to the grievance procedures set forth in Article VI hereof. Any faculty member who is not approved for such promotion may elect to renew the request for promotion during any subsequent year.

(4) Promotion Eligibility. All promotions must be approved by the Board upon recommendation of the President. To be eligible for promotion to a new range, a faculty member shall meet the following minimum requirements:

- Range 1 to Range 2: Attainment of tenure and completion of Faculty Academy I and the first four modules of Alternative Delivery Certification (Instructional Design, Universal Design for Learning, Assessment, and Diversity, Inclusion & Accessibility).
- Range 2 to Range 3: Three years service in Range 2.
- Range 3 to Range 4: Three years service in Range 3.
- Range 4 to Range 5: Four years service in Range 4.
- Range 5 to Range 6: Five years service in Range 5.

(5) Automatic Range Movement. A faculty member who is not promoted shall automatically move to the next range under the following conditions:

- Range 2 to Range 3: Completion of 9 years of service in Range 2.
- Range 3 to Range 4: Completion of 9 years of service in Range 3.
- Range 4 to Range 5: No automatic movement.
- Range 5 to Range 6: No automatic movement.

The automatic promotion provision from Range 2 to Range 3, and from Range 3 to Range 4, will not apply to faculty members hired after August 1, 2009.

(6) Faculty Rank. Faculty rank shall consist of the following:

- Range 1: Instructor
- Range 2: Assistant Professor
- Range 3: Associate Professor
- Range 4: Professor I
- Range 5: Professor II
- Range 6: Distinguished Professor

(7) Tenure. Any faculty member who attains tenure shall automatically receive a base salary increment of \$750. Any faculty member who attains tenure and has 12 total years of placement credit and service may elect to move from Range 1 directly to Range 3, but upon such election would receive only the automatic increment for attainment of tenure.

(8) Salary Adjustments for Range Movement and Promotion. Each automatic movement from Ranges 2 or higher shall be accompanied by a \$500 increase to the base salary, and each promotion shall be accompanied by a \$2,000 increase to the base salary.

Section 14.7. Salaries. Salary increases for faculty members continuing from one fiscal year to the subsequent fiscal year under this Agreement shall be based on a 2.5% increase in base for FY2023, a 3% increase in-base for FY2024 and 2.5% in-base for FY2025.

Section 14.8. Alternative Delivery of Instruction. Except for faculty members who have been hired to deliver some or all of their instructional services through alternative delivery, or except to the extent necessary to bring a faculty member up to full load, alternative delivery assignments shall require the approval of the faculty member and the appropriate supervising administrator and alternative delivery administrator. During the course of instruction for alternative delivery any travel to locations outside the faculty member's usual worksite shall be arranged by mutual agreement of the faculty member and supervising administrator and shall be reimbursed for mileage at the IRS rate. Completion of the Alternative Delivery Certification is required for faculty to teach online or hybrid sections. The Alternative Delivery Certification (all five modules) shall not exceed 3 ECH.

Section 14.9. Other Compensation and Load Calculations.

(1) Substitute Instruction. Faculty members shall be compensated for each contact hour of substitute instruction at the rate of \$30 per contact hour. No faculty member shall be compensated for substitute instruction that conflicts with such faculty member's regular employment duties.

(2) Independent Study. A faculty member who oversees a student who has been approved for enrollment in a course of independent study shall be paid .33 ECHs per student per credit hour per semester. Assignment to independent study requires the approval of the appropriate supervising administrator and

the faculty member.

- (3) Internships. Internships shall equate to .33 ECHs per student per semester
- (4) Business Technology Learning Lab Course Instruction. Faculty serving as instructor of record on courses offered through the Business Technology Learning Lab in which the course curriculum is predesigned and student learning is supported through separate lab instruction shall be credited ECH as a percentage should the course not reach course minimum enrollment targets of 12 students (e.g., 1 student enrolled= 1/12th ECH).
- (5) Team Teaching. Faculty members who team teach under circumstances where such faculty members have concurrent instructional and student assessment responsibilities shall each be credited with the full number of ECHs for the course. Team teaching assignments require the approval of the appropriate supervisor(s).

Section 14.10. Summer Pay. Faculty members subject to a 175-day contractual year hereunder who are employed during any summer term shall be compensated at the rate equal to the overload rate in effect at that time.

Section 14.11. Overload Pay. If a faculty member is assigned work in excess of the teaching load set forth in Section 14.1 hereof, then compensation shall be at the rate of \$1,025 per ECH during FY2023, \$1,050 per ECH during FY2024, and \$1,075 per ECH during FY2025.

Section 14.12. SURS Excess Compensation. In the event the Board determines that a faculty member's total compensation for any year may exceed 106% of the previous year's total compensation, and the Board further determines that such excess compensation may be a factor in the State Universities Retirement System's (SURS) determination of such faculty member's final rate of earnings for annuitant purposes, a discussion will be held between the Board and the faculty member to determine the best course of action to minimize the financial consequences to the College and to the faculty member under Public Act 94-004. For the purposes of this section, total compensation shall only include compensation that constitutes creditable earnings under SURS' rules and regulations.

If after such discussion the Board reasonably determines that such excess compensation is likely to be used by SURS to determine the faculty member's final rate of earnings for annuitant purposes, then such course of action might include, but shall not be limited to, the withholding of approval for an overload class, summer class, and/or any other assignment that will give rise to the excess compensation; the employee accepting responsibility for the actuarial costs, if any, that the College is thereafter required to pay SURS as a result of such excess compensation; an agreement between the parties to share such actuarial costs in a proportion to be determined by the parties.

In circumstances where the Board has determined that a faculty member is not in a period of employment likely to be used by SURS in the calculation of a retirement annuity, then the faculty member shall have no obligation to reimburse the Board in the event it is ultimately determined that excess compensation during such period of employment results in actuarial costs to the Board.

Upon adoption of new SURS' rules to implement Public Act 94-004, and upon any material change to such rules, the Board and the Association shall meet to amend this

section as appropriate.

Section 14.13. Return to Unit. Any tenured faculty member who assumes another position at the College may request to return to the bargaining unit provided that (1) a position for which the individual is competent to render services is available, (2) the individual is not subject to an institutional due process or termination proceeding which could result in discharge or demotion, and (3) the Board approves the request. Upon return to the bargaining unit, the faculty member shall assume the same rank and compensation that applied upon the faculty member's departure from the bargaining unit, such compensation to be adjusted by any increases to faculty base compensation since such departure. The faculty member shall assume the seniority held at the time of such departure. For promotion purposes, if the faculty member shall have been employed for less than five years in a non-teaching position, then the faculty member shall be credited toward the next promotion with the time in rank prior to moving to the non-teaching employment. The Board agrees to notify the Association leadership when a return to the unit is being considered.

ARTICLE XV:

INSURANCE

Section 15.1. Insurance Coverages. Subject to the provisions hereinafter set forth, faculty members shall receive group insurance benefits for medical, dental, vision, term life, and long-term disability insurance. The term life insurance will be provided in the beneficial amount of two times the faculty member's current base salary (rounded to the nearest thousand). The long-term disability insurance will be as provided by the State Universities Retirement System.

Section 15.2. Insurance Premiums for Employee. For the term of this Agreement, the Board will pay all premiums for individual coverage in respect to each faculty member's term life insurance coverage provided by the College. In addition, the Board shall pay up to \$919.02 per month for each faculty member's individual medical, dental, and vision insurance coverage during FY2023 increasing by no more than 5% in FY2024 and by no more than 5% in FY2025. Premium costs for coverage that exceed the Board's contributions shall be borne by the faculty member and shall be deducted from the faculty member's paycheck or paid to the College by the faculty member in the event that cost containment measures under Section 15.4 hereof are unsuccessful.

All insurance coverages available to faculty members hereunder shall be the same as shall be available to other full-time employees of the Board.

Section 15.3. Insurance Premiums for Dependent Coverage. During the term of this Agreement, the Board shall pay a sum equal to 45% of the monthly premium for a faculty member's dependent medical, dental, and vision insurance coverages, and the faculty member shall pay the other 55%. The faculty member's share of the premiums for dependent medical, dental, and vision coverages shall be deducted from the faculty member's paycheck.

Section 15.4. Cost Containment. The Board and the Association acknowledge and agree that cost containment measures are an integral part of any insurance plan. It is recognized that such measures are necessary to stabilize and minimize premium increases. During the term of this Agreement, cost containment measures shall be addressed by an insurance committee consisting of representatives from all employee groups, including two faculty members designated by the Association, and must be addressed as soon as it reasonably appears to the Administration that a Board premium cap set forth in Section 15.2 may be reached or exceeded. The insurance committee shall be advisory to the President and the Board, and will consider insurance plans, designs and options (including self-funded plans or partially self-funded plans), including changes in insurance benefit levels and/or cost allocations.

Section 15.5. Right to Change Insurance Carriers. The Board retains the right to select and change insurance carriers or otherwise provide for coverage during the term of this Agreement so long as the level and type of benefits available remain substantially the same.

Section 15.6. Terms of Insurance Policies, Programs or Agreements to Govern. The nature and extent of coverage under any insurance policies, programs or

agreements shall be exclusively governed by the terms and conditions set forth therein. Any disputes concerning said insurance policies, programs or agreements, or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in the applicable policy and shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

The failure of any insurance carrier to provide any benefit for which it has contracted or is obligated shall result in no liability to the Board, nor shall such failure be considered a breach by the Board of any obligation undertaken under this Agreement.

Section 15.7. Section 125 Plan. Subject to applicable law, each faculty member shall have the option to pay the faculty member's share of any insurance premium by way of payroll deduction prior to the calculation of federal and state tax withholdings.

ARTICLE XVI:
NON-INTERRUPTION OF SERVICES AND WORK

Section 16.1. No Strike. During the term of this Agreement, neither the Association nor any of the faculty members covered by this Agreement will authorize or engage in any strike, stoppage of work or any other concerted interruption of the operation of the College. Any or all faculty members who violate this provision may be disciplined by the Board as the Board in its discretion deems appropriate.

Section 16.2. Association Responsibility. In the event of any violations of any provisions of this Article, the Association shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violations.

Section 16.3. Judicial Restraint. Nothing contained herein shall preclude or in any way limit the Board from seeking an injunction, damages and/or other judicial relief in the event of a violation of this Article.

ARTICLE XVII:
ENTIRE 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 or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any matter expressly covered in this Agreement.

ARTICLE XVIII:
SAVINGS

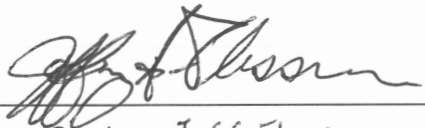
If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, rule or regulation, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

ARTICLE XIX:
TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of July 2022, and shall remain in full force and effect until June 30, 2025. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least 90 days prior to June 30, 2025 or at least 90 days prior to June 30 in any succeeding year.

**HEARTLAND COMMUNITY COLLEGE
BOARD OF TRUSTEES COMMUNITY
COLLEGE DISTRICT 540**

**HEARTLAND FACULTY ASSOCIATION,
IFT/AFT, AFL-CIO, LOCAL 6038**

By: 
Chair Jeff Flessner

By: 
Cherie L Rankin (Jun 9, 2022 17:31 CDT)
President

Date: 6/21/2022

Date: 6/9/2022