AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES
MORTON COLLEGE
COMMUNITY COLLEGE
DISTRICT 527

AND

MORTON COLLEGE CHAPTER
COOK COUNTY
TEACHERS UNION
LOCAL 1600, A.F.T.

AUGUST 20, 2009
ENDING AUGUST 21, 2014

Approved at the Regular Board Meeting of August 26, 2009
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Article 1.0 Recognition

Section 1.1 Bargaining Agent and Scope of Agreement

In order to promote orderly and constructive relationships between itself and its educational employees for the benefit of the institution that it governs, the Board of Trustees of Community College District No. 527, hereinafter the Board, recognizes the elected representatives of the full-time faculty, the Morton College Chapter of the Cook County College Teachers Union Local 1600 AFT, hereinafter the Union, as sole collective bargaining agent for all full-time faculty to negotiate and bargain for salaries, rates of pay, hours of work, fringe benefits, working conditions, and grievance procedures.

Section 1.2 Other Matters for Bargaining

The Board and Union further agree to bargain on other matters only by mutual consent.

Section 1.3 Duration

The Cook County College Teachers Union shall continue as sole collective bargaining agent until at least twenty percent (20%) of said full-time faculty as defined hereinafter shall petition that an election be called and held, and a new bargaining agent qualified.

Article 2.0 Definitions

Section 2.1 Faculty

The term “faculty” refers to all full-time instructors as defined in this Agreement, for the regular academic year, who hold tenure or are eligible for tenure under Chapter 110 of the Illinois Compiled Statutes (Illinois Public Community College Act). The term “Faculty Emeritus” shall apply to a retired tenured full-time instructor of Morton College. Faculty Emeritus are not members of the Faculty Bargaining Unit or covered by this Agreement.

Section 2.2 Instructor Welfare

The term “instructor welfare” is either any item mutually agreed upon by the parties to this Agreement or any item contained in this Agreement.

Section 2.3 Administrator

The term “administrator” refers to an employee of the Board holding an administrative contract or position. No faculty member shall be deemed to be an administrator because of participation in decisions with respect to courses, curriculum, personnel, or other matters of educational policy.

Section 2.4 Academic Year

“Academic year” refers to that period as provided by the calendar from the first faculty work day of the fall semester through the Commencement Ceremony at the end of the spring semester.
Section 2.5 Overload Pay

“Overload pay” refers to that remuneration received for specified work beyond the teaching load for faculty.

Section 2.6 Summer Pay

“Summer pay” refers to that remuneration received for specified work done during the summer term.

Article 3.0 Board-Union Relations

Section 3.1 Agreement Ratification by Board and Union

Agreement ratification is accomplished by affixing the signatures of the Chairman and Secretary of the Board and the Chairperson of the Union, or designated alternate.

Section 3.2 Negotiations Calendar

On or before the first day of February prior to the expiration of this Agreement, the Board and Union shall give each other, in writing, the names of the members of their respective negotiating committees. Within two weeks of having notified each other of the names of the members of their respective negotiating committees, the committees shall meet to negotiate a set of ground rules for the negotiation of a new Agreement and to define the scope of negotiations. The parties set as a goal for the conclusion of a new Agreement the thirtieth day of June of the year in which this Agreement expires.

When the parties mutually agree to conduct negotiation sessions at times that conflict with faculty responsibilities as required by the College, the faculty members shall suffer no loss in salary due to the time spent in negotiating sessions.

Section 3.3 Compliance

Neither the Board and its representatives nor the Union and its representatives will take any action violative of, or inconsistent with, any provision of this Agreement.

Section 3.4 Financial Information

The Board agrees to furnish to the Union, in response to requests from time to time, publicly available information concerning the financial resources of the College.

Section 3.5 Matters of Mutual Concern

The President of the College, or an appropriate administrator acting on his or her behalf, shall meet with the Union Chairperson or a designated alternate, at the request of either party, to discuss matters relating to the implementation of this Agreement or other matters of mutual concern. All meetings shall be held at times convenient to both parties.
Section 3.6 Non-Discrimination by Board

The Board agrees to a policy of non-discrimination against any faculty member in the appointment to positions or assignments within the College, on the basis of sex, sexual orientation, race, color religion, national origin, ancestry, citizenship status, marital status, military status, parental status, age, religion, physical or mental disability (actual or perceived and unrelated to ability to perform the job), or Union membership or activity, in violation of applicable laws.

Section 3.7 Non-Discrimination by Union

The Union agrees to admit persons to membership without discrimination on the basis of sex, sexual orientation, race, color religion, national origin, ancestry, citizenship status, marital status, military status, parental status, age, religion, physical or mental disability (actual or perceived and unrelated to ability to perform the job), and to represent equally faculty without regard to membership or participation in, or association with, the activities of any faculty organization.

Section 3.8 Board to Distribute Copies of Agreement

The Board agrees to distribute, or cause to be distributed, copies of this entire Agreement to all faculty following ratification of the Agreement by the parties. The Board further agrees to distribute, or cause to be distributed, to new faculty members copies of this Agreement and other policy statements.

Section 3.9 Academic Calendar

The Union shall have the opportunity to review the Academic Calendar prior to submission to the Board for adoption. Once the calendar is adopted, it may be changed only by Board action or by the President of the College because of an emergency or other compelling reason.

Section 3.10 Duty-Free Days

The faculty shall have three (3) duty-free full weekdays between the examination period of the fall semester and the beginning of classes for the spring semester.

Section 3.11 Grades

The Academic Calendar shall provide for at least one (1) full weekday (Monday through Friday) or one full weekend (Saturday and Sunday) following the last day of the final examinations before grades are due from the faculty. The college shall provide no later than December 1, 2009 an electronic online means for the submission of grades.

Except in documented emergencies, reasonably acceptable to the president or designee, the president or designee may impose discipline if grades are late. Late grades are defined as those turned in after 10:30 a.m. on the day grades are due. If the faculty member’s grades are not turned in on the due date, the president or designee shall send the faculty member an overnight express letter to notify the faculty member that they shall be subject to progressive discipline

Section 3.12 Union to be Notified of Meetings

The Board agrees to notify the Union of its regular and special meetings. In addition, a copy of the board packet for these meetings less any confidential exhibits will be made available to the College’s Faculty Union President at approximately the same time as to the Board.
Section 3.13 Superior Authority

If any part of this Agreement is subsequently declared by legislative or judicial authority, or policies and guidelines of the Illinois Community College Board to be illegal or non-binding, all other provisions remain in force and will not be affected, so that this Agreement will remain whole with the voided provision(s) deleted. Advisory opinions by attorneys do not automatically void parts of this Agreement.

Section 3.14 Management Rights

The Board and administration hereby retain and reserve unto themselves all rights, powers, authority, duties, and responsibilities conferred upon or vested in them by law including, but not limited to, the right to:

a. determine the purpose, mission, object, policies, and reasonable work rules and regulations of the College;

b. determine the facilities, method, means, equipment, procedure, and personnel required to conduct the College programs;

c. administer the personnel system of the College including, but not limited to, the recruitment, selection, appointment, evaluation, training, retention, promotion, assignment, discipline, suspension, demotion, and discharge of employees;

d. direct, supervise, schedule, and assign the work force;

e. establish standards and criteria for performance including but not limited to program accreditation;

f. maintain the discipline and efficiency of the employees and the operation of the College;

g. establish, change, combine, or abolish programs;

h. establish educational policies, goals, and objectives based upon the College’s mission;

i. take action on any matter in the event of an emergency.

j. delegate authority through recognized administrative channels, recognizing that the Board normally exercises most of its powers, rights, authorities, duties, and responsibilities through the President and members of the administrative staff.

k. take whatever actions may be necessary or appropriate to carry out the mission of the College.

The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Board and administration and they shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this Agreement except as limited by the specific and express terms of this Agreement.

Section 3.15 No-Strike Provision

The Union agrees that during the term of this Agreement it shall not authorize, instigate, promote, sponsor, or condone any strike, work stoppage, slow-down, picketing, or the spurious use of sick or emergency leave against the Board.

The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort to induce bargaining unit members to do so. In the event
any bargaining unit employee(s) engage in any of the activities herein prohibited, the Union agrees in good faith to take all necessary steps to induce those employees to cease such action.

Any employee covered by this Agreement who violates the provisions of this Section may be disciplined up to and including discharge by the Board.

**Section 3.16 Meeting Space and Duplication Services**

The Board agrees to treat the Union no differently than any other in-house faculty organization with respect to providing an on-campus meeting place or duplication services.

**Section 3.17 Intellectual Property and Copyrights**

Intellectual property and copyright issues will be governed by all applicable state and federal legislation and the guidelines developed by the Board of Trustees in conjunction with the union and as shall be evidenced by an addendum to this agreement and/or College policy.

Faculty members will adhere to College policy and procedures and applicable state and federal legislation in the development and use of all instructional materials.

**Section 3.18 Confidential Information**

The Union and its bargaining unit members shall abide by the Family Educational Rights and Privacy Act. The violation thereof shall constitute just cause for discipline.

The Board and the Union and the Union’s bargaining unit members shall agree not to disclose or divulge any Confidential Information to any other person or entity, except during Employee’s employment with Morton College when required due to the nature of Employee’s duties or as required by law. For purposes of this Agreement, “Confidential Information” shall include any of Morton College’s business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his or her employment. Employee’s obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

**Section 3.19 Official Authority**

Bargaining unit members shall not represent to third parties that his/her opinions are those of Morton College unless written authority to do so is granted to the bargaining unit member by the President of the College and/or the Chair of the Board of Trustees.

**Article 4.0 Salary Rates of Pay for Faculty**

**Section 4.1 Employment Based on 36-Week Calendar**

Faculty members are hired to teach during a 36-week academic calendar to include not more than 165 actual work days rendered to the College. Full-time Faculty members are hired to teach during a 36-week academic calendar to include not more than 154 actual teaching days, 8 exam days, 2 seminar days (one in the fall and one in the spring), commencement, and up to 16 hours per year for training, if needed, all not to exceed a total of 165 days. Should the state change their requirements, the Board and the Union agree to amend this section.
Section 4.2 Load

The load policy for faculty shall be:

4.2.1 Normal Load

The normal load is thirty (30) equated credit hours per academic year. Any deviation above thirty (30) equated credit hours per academic year shall be with the consent of the faculty member and approved by the Vice President and shall be paid according to the overload and summer pay schedule. Every reasonable effort shall be made to ensure a faculty member is assigned a minimum of twelve (12) equated credit hours during both the fall and spring semesters. Notwithstanding the above, the following exceptions shall apply:

The maximum load for teachers teaching three (3) or more sections of ENG 101, ENG 102, ENG 086, ENG 088, ENG 071, and ENG 076 or in any combination during a semester shall be twenty-four (24) equated credit hours per year (provided that at least three (3) sections of the aforementioned classes are taught during each of the two (2) semesters) and twelve (12) equated credit hours per semester.

When a faculty member’s cumulative load for the academic year is less than thirty (30) equated credit hours, the faculty member may be required to teach during the summer session without overload compensation. In this event, notification of appointment to the summer faculty, together with assignment to courses, shall be given to the faculty member in writing by the Vice President no later than thirty (30) days prior to the beginning of the summer session.

Every effort shall be made when enrollment warrants to limit the load to fifteen (15) equated credit hours per semester for those not teaching the above English courses and twelve (12) equated credit hours per semester for those who do teach these English courses.

4.2.2 Laboratory Hours

Laboratory type situations and Physical Education apply 0.875 factor for each scheduled contact hour as listed in the Morton College class schedule.

Section 4.3 Substitute Pay

Any faculty member who substitutes shall be paid as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010 – 2014</td>
<td>$31.00 per hour</td>
</tr>
</tbody>
</table>

Faculty members shall receive a voucher signed by the appropriate Dean each time the faculty member substitutes. Payment for such service shall be made to the faculty member no later than the second pay day following such service.
In the event a faculty member substitutes for more than two consecutive weeks in the same course, the faculty member shall be paid at the appropriate overload rate, pro-rated and retroactive to the first day of substitution.

Section 4.4 Initial Placement on Salary Schedule Based on Prior Experience

A regularly employed faculty member shall receive credit on the salary schedule as follows:

1. Previous college teaching shall be counted one-for-one not to exceed eleven (11) years experience credit.
2. Previous high school teaching experience shall be counted one-for-one for the first five (5) years and two-for-one for the remaining years not to exceed nine (9) years experience credit.
3. Previous teaching experience at levels lower than the ninth grade shall be counted two-for-one not to exceed four (4) years experience credit.

Experience other than teaching but directly related to the field of employment at the College shall be allowed up to a maximum of ten (10) years according to the following criteria:

4. All faculty shall be treated equally.
5. Experience shall be considered only if the faculty member was employed on a full-time basis in the same field in which the faculty member is engaged to teach.
6. At least nine (9) months of such employment shall be necessary to allow one year’s credit on the salary schedule.
7. College substitute teaching shall be applied as experience credit on the salary schedule up to a maximum of three (3) years. Substitute teaching in this context is interpreted to mean full-time and continuous teaching for not less than a complete semester at any one time.
8. More than one type of experience may be used for placement on the salary schedule, but in no case shall the total experience credit allowed exceed eleven (11) years.
9. Part-time teaching experience shall not be counted for placement on the salary schedule.
10. Causes regarding placement on the schedule based on experience arise at the time of placement on the schedule and must be raised by the faculty member within the first thirty (30) days after hiring.

Section 4.5 Salary Schedules

Salaries shall be raised for all faculty members as follows: 3.7% in academic year 2010, 3.7% in academic year 2011, 3.5% in academic year 2012, 3.5% in academic year 2013 and 3.5% in academic year 2014. The salary schedules for the academic years 2010, 2011, 2012, 2013 and 2014 shall be based on Appendix A and shall be applicable to all Board approved faculty who serve during the period covered by this Agreement. (With respect to step advances, all faculty members are frozen at 2012-2013 and shall not move steps from 2012-2013 to 2013-2014). Each faculty member shall be placed on the salary schedule at his or her appropriate place with respect to recognized experience credit and training. For purposes of clarification, the PhD lane shall be applicable to faculty members who have obtained a PhD or a terminal degree in their area of study in which they have completed a minimum of 90 graduate semester credit hours.

(See Appendix A for All Salary Schedules)
Section 4.6 Retirement

A faculty member who presents evidence of having filed for retirement benefits from the State Universities Retirement System of Illinois shall be defined as having retired. Such a faculty member shall be defined as a Faculty Emeritus. Should a Faculty Emeritus teach after their retirement, they shall maintain their experience credit and lane placement which they held at their retirement and shall be compensated as per the overload and summer rates contained in this agreement. All faculty members who have filed for or anticipate filing for retirement benefits from the State University Retirement System of Illinois shall inform the College no later than six (6) months before their retirement date.

Section 4.7 Faculty Assistance to Clubs

Faculty members shall be encouraged to volunteer their assistance in the activities of any club. Club advisors shall be nominated by the respective clubs and approved by the Vice President. There shall be no extra pay for assisting in the activities of any club.

Section 4.8 Overload, Summer, and Class Size Differential Pay

4.8.1 Overload and Summer Pay

Payment to faculty members teaching courses or performing services for overload and summer credit hour pay rate shall be based on Appendix B. Payment to faculty members teaching courses or performing services requiring the calculation of an hourly rate shall be set forth in Appendix B.

4.8.2 Class Size Differential

Full-time faculty shall be entitled to payment, based upon the following formula, based upon the number of students enrolled in a specific course on the tenth (10th) day of the semester which are beyond the prescribed class size for that particular course. The formula is as follows:

Overload rate \( \times \) ECH \( \times \) Number of Students exceeding the prescribed class size \( \times \) 0.03

The payment shall be made beginning at mid-term and equally divided between the remainder of the payroll periods for such semester.

*** Prescribed class shall not exceed 32 or the number reflected as the maximum class size in the Student Information System. The President or his/her designee may designate certain class sizes to be less than 32. The Faculty may, upon their own request, meet and discuss the prescribed class size with the President or his/her designee. Students will only be registered beyond the prescribed class size with the express permission of the instructor teaching the section of the course.

4.8.3 Adjunct Faculty Differential

Full-time faculty overload shall never be compensated at a rate lower than adjunct faculty teaching the same course. Adjunct faculty shall never be assigned a load greater than 9.0 ECH during a semester unless said assignment is because of unusual and extenuating circumstances and consent to such assignment shall be evidenced in writing and signed by the College’s Faculty Union President and Secretary.
Section 4.9 Professional Growth Credit

Professional Growth Credit (PGC) for the purpose of horizontal movement on the salary schedule may be awarded to faculty upon prior recommendation of the appropriate Dean and prior signed written approval of the appropriate Vice President. The specifics and rationale for such activities shall be submitted for approval in writing thirty-seven (37) calendar days before an application or registration with an external agency is due or thirty-seven (37) calendar days before the professional growth activity is to begin if there is no application or registration required. The approval or denial of the activity shall be forwarded to the faculty member at least two (2) weeks (based on calendar days) before the application or registration with the external agency is due or the professional growth activity is to begin if there is no application or registration required. A copy of the signed written approval shall be given to the College’s Faculty Union President and/or Secretary. If the activity is denied by the administration, it will be accompanied by a rationale for such denial. The faculty member shall have the right to immediate appeal to the President of the College.

All PGC activities requested by faculty shall be directly related to (1) current teaching or (2) advancements in technology and/or pedagogy related to the faculty member’s field of instruction.

As a general rule, no more than six (6) PGC per semester and nine (9) PGCs per summer semester shall be approved. All experiences and class work must be verified through official correspondence, records, or transcripts. The College reserves the right to request supplemental data for all experiences not documented by traditional transcripts from institutions of higher learning.

4.9.1 PGC Activities

PGC shall be considered for the following types of activities:

4.9.1.1 Credit Course Work

Graduate and undergraduate course work from accredited or established institutions of higher learning. PGC shall be equivalent to the semester credit hour calculation for the given course.

4.9.1.2 Seminars, Symposiums, Workshops, In-Service Programs, and Non-Credit Course Work

Such activities shall be offered by accredited, established, or reputable agencies. PGC shall be based on a ratio of one (1) semester credit hour to fifteen (15) hours of actual contact experience.

A faculty member may accumulate no more than thirty (30) PGCs from seminars, symposiums, workshops, in-service programs, and non-credit course work. Faculty members may use a maximum of six (6) of these PGCs for any one (1) lane movement on the salary schedule.

4.9.1.3 Summer Occupational Experience

All such experience shall be for the purpose of acquiring new discipline knowledge accessible only through this vehicle or maintaining the state of the art as applied in the field. A detailed self-analysis of the occupational experience shall be submitted to the appropriate Vice President before October 1 of the year following the experience for PGC consideration. During any four-year period, only two (2) years shall be eligible for professional growth credit. Summer occupational experience PGC shall be based on a ratio of one (1) semester credit hour equal to one hundred (100) clock hours of actual occupational experience.
4.9.2 Faculty Without a Degree

Faculty hired without a formal college degree shall be placed on the BA level with the appropriate number of years of experience credit. After three years from date of employment, such faculty shall become eligible for PGC placement as indicated below:

<table>
<thead>
<tr>
<th>Earned PGC</th>
<th>Lane Placement</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-23</td>
<td>BA+12</td>
</tr>
<tr>
<td>24 or more</td>
<td>BA+24</td>
</tr>
</tbody>
</table>

Faculty without a formal degree in the area of instruction or an acceptable related field are not eligible for advancement beyond Lane BA+24. For the purpose of administering this section, it shall be understood that the salary lane placement does not establish degrees, nor will it be interpreted as being degree equivalent.

4.9.3 Timeline for Salary Lane Advancement

A faculty member requesting a salary lane advancement shall submit an application to the appropriate Dean before October 1 of the academic year in which the advancement is sought. A faculty member requesting a salary lane advancement shall submit an application to the appropriate Dean before March 1 of the academic year in which the advancement is sought for the spring semester (in which case, if granted, said lane advancement shall only be effective for the spring semester). A copy of all granted advancement requests and/or denials shall be sent by the administration to the College’s Faculty Union President and Secretary.

4.9.4 Salary Lane Advancement for PhD Lane

Any faculty member in the PhD lane shall have the ability to earn Professional Growth Credits toward the PhD+12 lane in a manner consistent with the policies and procedures hereinabove delineated. However, for the purposes of administration of this Section, only Professional Growth Credits earned after the effective date of this agreement shall be considered toward movement on the salary scale from the PhD lane to the PhD+12 lane.

Section 4.10 Board to Fund Worthwhile Educational Projects

The Board agrees to provide $1,000 per year to be used at the discretion of the President of the College as grants-in-aid to faculty for worthwhile educational projects of direct benefit to the College. Such funding may be used to help defray travel expenses and the purchase of necessary supplies or equipment, but shall not be limited to these.
Article 5.0 Personnel Policies and Procedures

Section 5.1 Faculty Personnel Files

The official personnel files located in the Human Resources Office shall be the only official file and shall be complete. All material judged by any member of the administration worthy of preservation for the record shall be put in the official file. Upon written request, a faculty member shall have the opportunity of reviewing his or her file. There may be a periodic review of all the material in the file by the faculty member and the appropriate Vice President. The faculty member may request and the appropriate Vice President may recommend to the President of the College that material in the faculty member’s file be removed and destroyed. Only the President of the College may authorize the removal and destruction of material from the official personnel file.

5.1.1 Placement of Material in File

No material relative to a faculty member’s conduct, service, or personality shall be placed in the official file unless the faculty member has had an opportunity to read the material. This excludes confidential letters of recommendation that may have been received prior to a faculty member’s employment by the College. The faculty member may acknowledge that he or she has read such material by affixing his or her signature on the copy to be filed, with the understanding that such signature merely signifies that he or she has read the material to be filed and does not necessarily indicate agreement with its content. A faculty member shall have the right to answer any material filed, and his or her answer shall be attached to the file copy. A faculty member shall have the obligation to provide a copy of his or her answer to the person originating the material that is filed.

5.1.2 Reproduction of Material in File by Faculty Member

A faculty member shall be permitted to reproduce any material, exclusive of confidential letters of recommendation, in his or her official file. The content of these official files may not be removed from the office, and the faculty member shall arrange with the President's Secretary for reproduction of desired materials.

Section 5.2 Dismissal of Faculty

All dismissals of faculty shall be in accordance with Chapter 110 of the Illinois Compiled Statutes (Illinois Public Community College Act).

Section 5.3 Performance of a Faculty Member

In the event the President of the College or any other administrator has reason to believe a faculty member may not be able to perform his or her professional duties, a conference with the faculty member shall be convened. The faculty member shall be notified in advance of the purpose of this conference.
Whenever a faculty member is summoned for an interview or hearing for the record which may lead to disciplinary action, the faculty member shall be given three (3) weekdays written notice; and such written notice shall both specify the nature of the business or charges being brought against the faculty member and advise the faculty member of the right of representation of his or her choosing throughout all meetings or conferences dealing with the matter. Both the faculty member and the administration shall have the right to present and examine witnesses and to cross-examine witnesses and the faculty member or his or her counsel shall be given full opportunity to deny, refute, and to rebut all charges against the faculty member. All conferences shall be scheduled at a time and place which will afford ample opportunity for all persons who are entitled, including representatives of and witnesses for the faculty member, to attend. The administration shall make available to the faculty member such authority as it may possess to require the presence of witnesses. While the investigations or hearings are taking place, though a faculty member may be under summary suspension, his or her rights are not to be prejudiced. This means that the faculty member shall continue to receive full pay pending final adjudication. After the above process has been completed, the faculty member shall have the right to use the Grievance Procedure if he or she feels that his or her rights have been violated.

Section 5.4 Vacancies

The President of the College shall post notices in appropriate places listing all vacancies in administrative and staff positions in the College. Qualifications and duties for such positions shall be included in the notification.

Section 5.5 Job Descriptions

Job descriptions of all administrators will be placed in the faculty handbook.

Section 5.6 Written Confirmation of Employment

Each faculty member shall receive an annual written confirmation of employment specifying his or her salary and placement on the salary schedule.

Section 5.7 Faculty to be Represented in Selection of President of the College

All committees established for the purpose of selecting a President of the College shall include three (3) faculty members to be elected by the faculty.

Section 5.8 Removal of Faculty from Classroom

No faculty member shall be removed from the classroom or barred from carrying out his or her normally assigned duties and professional obligations without the observance of academic due process.
The President of the College, or a designee, shall have the responsibility of determining whether a faculty member's presence on the College campus or at a College activity constitutes a danger. This determination will be made when the faculty member's continued presence constitutes a real and present danger of physical harm to the faculty member, to students, or to other persons. In such an event, the faculty member shall be removed, and within twenty-four (24) hours the President of the College shall give a written statement to the faculty member specifying the circumstances which prompted the removal order and the specific reason(s) therefore. A copy of this order shall be sent to the Union Chairperson. Such removal or prohibition from carrying out assigned duties shall not affect the status of the faculty member as it relates to compensation and welfare benefits. These benefits shall be paid under the terms of this Agreement until such time as a hearing has been concluded by the Board. This hearing shall be consistent with the method of conference and hearing set forth in the Grievance Procedure of this Agreement. The decision of the hearing shall be in writing and shall not go into effect until signed by the Board and delivered to the faculty member.

Section 5.9 Reduction in Number of Faculty Members

5.9.1 Release of Tenured Faculty

Before a tenured faculty member is released, every effort shall be made by the College to place the faculty member in another faculty position for which, by experience and training, that faculty member is qualified. Notice of intent to terminate a tenured faculty member by reason of cutbacks shall be given in writing by the President of the College not later than March 1. This provision shall not be construed to cancel or reduce any legal rights to which the faculty member is entitled under tenure law.

5.9.2 Faculty Members Released According to Seniority in Discipline

Faculty members shall be released according to discipline seniority, with those faculty with the least seniority in the discipline affected to be released first.

Article 6.0 Working Conditions

Section 6.1 Parking

The College shall make every reasonable effort within the limits of its authority and means to provide parking for faculty members on or near the campus(es).

Section 6.2 Office Equipment

College faculty members shall have available for their use necessary office furniture and equipment. Telephone service will be provided within reasonable proximity to all College faculty office areas.

Section 6.3 Lounge

A lounge shall be provided for College faculty and staff according to the availability of space.
Section 6.4 Faculty to Work with Planners and Architect

Faculty members shall be selected by each discipline or related discipline to work with educational planners and architects in preparing specifications as they relate to educational issues prior to the architectural basic design stage for new construction or remodeling of College facilities.

Section 6.5 Medical Emergencies

The College administration shall provide the faculty with instructions for handling medical emergencies.

Section 6.6 Activities Calendar

An activities calendar shall be issued at least once each semester to each faculty member.

Section 6.7 Clerk – Typist

A faculty Clerk – Typist shall be provided to do work for the faculty which shall have priority over all other work. The service center shall be available to make copies, limited typing, and regular service center functions during the hours of 7:30 am to 9 pm, Monday through Thursday and 7:30 a.m. to 4 pm on Friday.

Article 7.0 Leaves

Section 7.1 Sick Leave

Absence approved as “sick leave” shall, in general, be the absence owing to personal illness or incapacity which prevents a faculty member from performing his or her teaching or other professional duties.

7.1.1 Regular Sick Leave

The extent of Regular Sick Leave shall be fifteen (15) days each academic year at full pay. In the event that the full amount of annual leave thus allowed is not used, the unused amount shall accumulate as long as the faculty member is in continuous employment status with the College.

A summer-session assignment shall entitle a faculty member to one non-accumulative day of sick leave.

7.1.2 Partial Sick Leave and Sick Leave Bank

Faculty members who have accrued and unused Partial Sick Leave (as defined in the 2005-2009 Collective Bargaining Agreement) as of the effective date of this Agreement shall retain and may use the same after the effective date of this Agreement.

As of the effective date of this Agreement, the Partial Sick Leave provision is eliminated. In its place is a Sick Leave Bank.
At the beginning of each fiscal year, each faculty member desiring membership in the sick leave bank shall contribute one medical leave day of his/her accumulated allowance to a common bank to be administered by the Union and the Director of Human Resources. Faculty who are members of the sick leave bank, who have exhausted their accumulated sick leave and personal days, may make reasonable withdrawals as determined by the Union and the Director of Human Resources from the sick leave bank, providing that there are sufficient days available in the bank and provided that a physician’s statement is included with each request for such benefits.

The days remaining in the bank at the end of each fiscal year will not be returned to the contributing faculty, but will be carried over in the bank.

A faculty member who has partial sick days remaining as of the effective date of this Agreement shall use his/her partial sick days before using days from the sick bank.

A faculty member whose withdrawal from the sick leave bank is approved by the Union and Director of Human Resources, will continue to receive such sick leave days from the bank until either the exhaustion of the sick leave bank or the decision of the Union and the Director of Human Resources to terminate such withdrawals.

### 7.1.3 Sick Leave Credited

Each year, beginning with the first day of the fall semester, faculty members shall be credited with fifteen (15) days additional sick leave at full pay.

### 7.1.4 Absence to be Subtracted

Absence for sick leave shall be subtracted from the accumulated leave.

### 7.1.5 Partial-Pay Days Used after Full-Pay Days

When and if the full-pay days have been exhausted, the balance of the absence days shall be subtracted from the accumulated partial-pay days, if the faculty member retains the same from the 2005-2009 contract.

### 7.1.6 Physician's Certificate

The Board may require a certificate from a licensed physician of the faculty member's choice in the case of an absence as sick leave which exceeds three (3) continuous work days and/or in the event the faculty member has a suspicious pattern of absence regardless of the number of continuous work days the employee is absent. The Board shall not require specifications as to said certification that may violate HIPPA, unless the employee agrees to legally waive said right. The Board shall continue to have the right to verify illness through other methods, including sending to a physician as designated by the Board.

### Section 7.2 Personal Leave

Absence approved as personal leave shall be absence for reasons other than personal illness or incapacity and shall result in no loss of pay.
Personal leave shall not exceed four (4) days each academic year and shall not be accumulated from year to year, except that personal leave days which are unused at the end of a benefit year shall be converted into accumulated sick leave days in the next benefit year.

As used in this Section, immediate family is defined as a faculty member's spouse, children, parents, siblings, grandparents, grandchildren, any relative or dependent (as defined by the Internal Revenue Service), and comparable relatives or dependents in the spouse's family.

7.2.1 Personal Leave is Approved for

1. Death or critical illness in the immediate family
2. Wedding in the immediate family
3. Transportation difficulties
4. Court attendance
5. Other: Any activity that requires the faculty member's presence during the school day and is of such a nature that it cannot be attended to at a time when the College is not in session or at the conclusion of the work day or on the weekend. Certain types of family obligations, legal commitments, unusual circumstances related to professional growth, and emergencies are considered to be justification for utilization of the personal leave.

7.2.2 Faculty Member to Inform Dean

A faculty member shall inform his or her respective Dean of the reason for the need of a personal leave day before said day is taken. It is recognized by both the Board and the Union, however, that in cases of an emergency of faculty member may not be able to inform his or her respective Dean in advance. In such case, the respective Dean shall be notified by the faculty member of the reason for the personal leave day as soon as possible.

7.2.3 Affidavit

When there is reason to believe that the personal leave provision has been misused, the faculty member may be required to submit an affidavit explaining the circumstances of the personal leave.

Section 7.3 Jury Duty Leave

Absence because of service on jury duty shall result in no loss of pay for the days absent. Remuneration received for jury duty shall be reimbursed to the College.

Section 7.4 Maternity Leave

The parties will comply with the Pregnancy Discrimination Act.

Absence approved as maternity leave shall be absence during the period of pregnancy, birth, and recuperation from birth.

Leave shall normally be for two (2) semesters. Under extenuating circumstances a faculty member may petition the Board for a one (1) semester extension upon recommendation of the President of the College. Faculty members shall notify the President of the College in writing of the intent to end their leaves according to the following schedule:

1. Returning from leave in the Fall – on or before March 1 of that year
2. Returning from leave in the Spring – on or before November 1 of the previous calendar year
7.4.1 No Compensation for Maternity Leave

Maternity leave shall be without compensation and without loss of job rights. Fringe benefits shall be continued for twelve (12) weeks at the expense of the College and thereafter for the remainder of any leave at the option and expense of the faculty member.

7.4.2 Not Counted as Teaching Experience

Maternity leave shall not be counted as teaching experience and shall not be counted toward advancement on the salary schedule.

7.4.3 To be Approved by Board

Request for maternity leave shall be approved by the Board upon recommendation of the President of the College.

Section 7.5 Family Medical Leave Act (FMLA)

The parties will comply with the FMLA, 29 U.S.C. 2601, et seq. All paid leave and vacation shall be taken concurrently with FMLA Leave.

Section 7.6 Military Leave

The contractual continued service of faculty members shall not be impaired because of absence due to being called to the military service of the United States. Required time spent in such military service shall count in all respects as teaching experience up to a maximum of two years.

The parties will comply with the Illinois Military Leave of Absence Act, 5_ILCS_325/.01 et seq.

Section 7.7 Sabbatical Leave

Sabbatical leaves may be granted for study or research that benefits the College.

7.7.1 Sabbatical Leave Request

A plan for the period of leave shall accompany the request for leave, which shall be submitted in writing prior to March 1 and directed to the President of the College for approval. Requests may be placed on the Board agenda no later than the regular April meeting for action. Decisions regarding the approval of a request shall be based on:

1. Purpose of the sabbatical
2. Quality of service performed by the faculty member since previous sabbatical leave
3. Number of sabbatical leaves previously granted to the faculty member
4. Availability of qualified substitutes
5. Budget allocation
6. Recommendation of the Vice President
7.7.2 Number of Faculty Sabbaticals

The number of faculty permitted at any one time to go on sabbatical leave shall not exceed one (1) faculty member from the same discipline nor more than two (2) faculty members in total.

7.7.3 When Taken

The first sabbatical leave may be taken after a faculty member’s sixth (6th) full year of service; and subsequent sabbatical(s) may be taken after six (6) additional years of teaching service.

7.7.4 Length of Sabbatical

A sabbatical leave may be taken for either one semester or for one year. A sabbatical leave may not be taken for a fractional part of a semester.

7.7.5 Compensation

During the sabbatical leave, the faculty member shall receive Eighty percent (80%) of their salary during FY 2011, Seventy percent (70%) of their salary during FY 2012, Sixty-five (65%) percent of their salary during FY 2013 and Sixty percent (60%) of their salary during FY 2014 and thereafter.

7.7.6 Fringe Benefits While on Sabbatical

All fringe benefits such as comprehensive medical insurance and life insurance shall remain in force for the duration of the sabbatical leave.

7.7.7 Report to be Submitted

Faculty members returning from sabbatical leave shall submit a written report of their experiences to the President of the College, or report orally to the faculty or where a representative of the College administration is present, including but not limited to presentation to the College on a Seminar Day.

7.7.8 Agreement in Writing

Before any leave is granted under this section, the faculty member shall agree in writing that, he/she will regularly report to the President or his/her designee regarding the sabbatical project and that in the event said faculty member fails to return to service at the expiration of such leave and to serve at the College for a period of at least one academic year, as defined in Section 2.4 of this Agreement, thereafter said faculty member shall refund all sums of money paid same by the Board during said sabbatical leave unless such faculty member is prevented from returning because of illness or incapacity, as certified by a mutually agreed upon physician.

Section 7.8 Religious Leave

Absence because of major religious observances shall result in neither loss of pay nor loss of personal leave. Such observance shall not exceed three days per academic year.

Section 7.9 Statement of Leaves

Each year, with the first pay check of the fall semester, each faculty member shall receive a statement of personal and accumulated sick leave. Updated statements shall be issued regularly to faculty members throughout the academic year.
Section 7.10 Reporting of Leave

All employees shall report leave pursuant to Article 7 by one (1) hour before the start of class, except in emergency situations. All personal and sick leave shall be reported to the office of Vice President. In the event that the faculty member has a class before 8:00 a.m. or after 4:30 p.m., or cannot reach the office of the Vice President, that member shall call the campus safety office to report their leave. Failure to call in will result in the employee being charged a sick day and will count as an unexcused absence and may result in disciplinary action.

Section 7.11 Leave for Union Activities

Faculty members elected as delegates to the annual conventions of the Illinois Federation of Teachers or the American Federation of Teachers shall be released from their assigned duties on the days of such conventions. Additionally, the President of the Faculty Union (or his/her designee) shall be released from his/her assigned duties in order to attend the Annual Higher Education Conference.

Employees elected as an officer of Local 1600 shall receive unpaid release time for the term of office according to the following schedule:

a. Local President – full unpaid release time for the duration of the term. The employee may remain on the College insurance program and the union shall reimburse the College for the total insurance costs of such employee.

b. Other Local officers – The College will allow one-fifth (one day per week) unpaid release time for one other elected officer. The employee may continue on the College payroll per the terms of the preceding sentence.

Article 8.0 Faculty Group Organization and Responsibilities

Section 8.1 Participation in Employment Activities

Screening, interviewing and selecting of all new faculty members shall be performed by a committee consisting of three (3) faculty members and the appropriate Vice President, who shall serve as the chair of the committee ("hiring committee"). The faculty representation on the committee shall consist of two (2) faculty members in the same or substantially similar discipline and one (1) faculty member designated by the faculty Union. The Vice President is charged with the responsibility of contacting outside sources, such as university placement offices, and accepting and acknowledging applications for employment. Faculty members may also submit names of possible candidates.

The faculty hiring committee shall receive all the applications and vet the same. The hiring committee shall recommend its top three (3) applicants to the President of the College.

Section 8.2 Summer School and Overload Assignments

No faculty member who has requested a summer session or overload pay assignment for courses that he or she is qualified to teach shall be denied such assignment while a person not a regular member of the faculty is assigned such courses. Such requests must be received by the College pursuant to the following schedule:
Fall Term - All requests for Fall Term overload pay must be received by the College by March 15th of the year in which the overload is taught.

Spring Term - All requests for Spring Term overload pay must be received by the College by September 15th of the year preceding the year in which the overload is taught.

Summer Term - All requests for Summer Term summer classes/overload pay must be received by the College by March 1st of the year in which the summer class/overload is taught.

Priority for teaching summer school or overload classes shall be as follows:

1. Qualified faculty in the discipline.
2. Other qualified professionals

Notwithstanding the above, no faculty member shall have an overload if another faculty member is underloaded and is qualified to teach the overload course. Qualifications shall be determined by the Vice President of Academic Affairs after consultation with the faculty member concerned. The Vice President of Academic Affairs shall have the final responsibility for making this assignment. No faculty member shall have a semester load exceeding 21 equated credit hours (normal + overload) without the approval of the Vice President. Any full-time faculty member shall enjoy bumping rights to any course taught by an adjunct faculty member (even for consideration in overload) at any time prior to the first day of instruction of said course.

Section 8.3 Examination Proctoring

The responsibility for proctoring examinations shall be that of the faculty. Final examinations shall be given at the time and on the date so indicated during the final examination week unless the faculty member has received written permission from the Vice President to give the final exam at an alternative time. Such a request must be submitted to the Vice President at least two (2) weeks prior to the final examination week; a copy of the Vice President’s approval or denial shall be forwarded to the College’s Faculty Union president and/or Secretary.

Section 8.4 Course Data Forms

The appropriate Dean shall provide all faculty members with current Course Data Forms. The faculty members shall be required to follow these Course Data Forms.

Section 8.5 Course Offering

Course offering procedures are as follows:

1. The appropriate Dean shall consult faculty to determine courses to be offered each semester.
2. Any disagreement between the Dean and faculty shall be reported to the Vice President for further discussion and consideration.
3. If the disagreement is unresolved, the President of the College shall have the responsibility for making the final decision.

Section 8.6 Teaching Assignments

Teaching assignment procedures are as follows:

1. The appropriate Dean shall consult faculty members to determine teaching assignments each semester. These consultations shall focus on a faculty member’s qualifications for teaching a specific course and the benefits of rotating teaching assignments among qualified faculty members.
2. Any disagreement between the Dean and faculty shall be reported to the Vice President for further discussion and consideration.
3. If the disagreement is unresolved, the President of the College shall have the responsibility for making the final decision.

Assignments are to be based upon recognized criteria of qualifications for the course to be taught and shall also take into account the desirability of rotation among fully qualified instructors for a particular course.

Article 9.0 Professional Responsibilities

Section 9.1 Full-time Employment Based on 36-Week Calendar

Full-time Faculty members are hired to teach during a 36-week academic calendar to include not more than 154 actual teaching days, 8 exam days, 2 seminar days (one in the fall and one in the spring), commencement, and up to 16 hours per year for training, if needed, all not to exceed a total of 165 days. Should the state change their requirements, the Board and the Union agree to amend this section.

Section 9.2 Student Advisement

With regard to student advisement and registration, faculty members shall serve in an advisory manner on questions relevant to their disciplines.

Section 9.3 Unit Meetings

It is the professional responsibility of each faculty member to attend monthly unit meetings and the failure to do so, absent a prior arrangement with the Vice President will result in the loss of one-half a sick day.

Section 9.4 Accreditation Activities

It is the professional responsibility of each faculty member to contribute to and cooperate with the committees formed to insure the continued Accreditation of the college.

Section 9.5 Committee Work

It is the professional responsibility of each faculty member to contribute to and do committee work that benefits the college.

Section 9.6 Certified Class List

It is the professional responsibility of each faculty member to submit an accurate and certified mid-semester class roster as mandated by a governing authority or as otherwise required by Morton College.

9.7 Preparations

No faculty member shall be required to have more than three (3) preparations. An assignment to either a scheduled laboratory, or an open laboratory, shall constitute a preparation, except when lecture and laboratory are scheduled for the same course. Notwithstanding the above, the standards for Physical Education shall be four (4) preparations with three (3) different activities equated as one (1) preparation.
9.8 **Office Hours**

Faculty shall provide a minimum of six (6) contact hours for office time per week for consultation with students. Office hours shall not be scheduled in modules of less that one-half hour (30 minutes) per day nor shall less than one thirty-minute (30) module be scheduled each scheduled teaching day. All faculty members shall post office hours on their office door during the first week of each semester and record the same with the Vice President.

9.9 **Length of Teaching Schedule**

The maximum length of a teaching schedule shall be no more than eight (8) consecutive clock hours per day except by consent of the faculty member.

9.10 **Cooperative and Grant Programs**

For cooperative and grant programs such as Career Internship, a normal load is fifteen (15) credit hours with three (3) credit hours of credit for the internship program for 1-20 students, four (4) credit hours for 21-25 students, five (5) credit hours for 26-30 students, and six (6) credit hours for 31-35 students.

9.11 **Independent Study**

Supervising and instructing students in an existing course on an individual basis, or presenting a special topics course not otherwise offered by the College in a classroom format. All independent study arrangements require the division dean’s approval; only in exceptional circumstances will an instructor be assigned more than one Independent Study Section.

**Calculation:**

\[
\frac{\text{# of students} \times \text{# of credits}}{10} = \text{ECHs}
\]

(E.g., 1 student, 1 credit = .1 ECH, 4 students, 3 credits = 1.2 ECHs, 3 students, 5 credits = 1.5 ECHs)

OR

\[(\text{# of students} \times \text{# of credits}) \times .1 = \text{ECHs}\]

*This calculation shall be done on the tenth (10th) day of the semester. The payment shall be made beginning at mid-term and equally divided between the remainder of the payroll periods for such semester.

However the minimum shall be .33 ECH and not be part of regular load, no more than one independent study course per faculty per semester.*
Section 9.12  Student Grades

Student grades as reported by faculty members shall be final and may not be questioned if defined as pedagogically justifiable and reasonable by both the administrator and faculty members teaching the same or essentially the same subject. In the event that a student desires to appeal the grade, the process is as follows:

Within 10 school days of the grades being made available to the student, the student will notify the faculty member of their disagreement with the posted grade.

If the student and faculty member cannot reach an accord with respect to same within 10 school days, the dean shall be notified by the student. The dean shall consult with the faculty member.

If the dean and the faculty member fail to resolve the situation, then the dean shall, within 10 school days, convene a committee comprised of three full time faculty members teaching in the same discipline, or a related discipline when there are less than four faculty members teaching in the same discipline.

If the committee so convened by the dean, fails to reach a satisfactory resolution, then the faculty member or the student may, within 10 school days, appeal to the Vice-president of Academic Affairs. The decision of the Vice-president shall be final.

Section 9.13  Academic Freedom

No restrictions whatever shall be in effect against the right of a faculty member freely to publish by printing or other means, information, opinions, or material in any media on any subject, except:

1. Those limitations which are applicable equally under the law to all citizens, such as those prohibiting libel and slander; and
2. Those limitations imposed by his or her special position in the community as a person of learning and an educational officer, which enjoin instructors to be at all times accurate, exercise appropriate restraint, and show respect for the opinions of others. Regulations now in existence or to be promulgated bearing on expression, oral or written, shall be applicable only in cases where a faculty member is acting in an expressly official capacity as a spokesperson for the institution or one of its duly designated subdivisions.

Section 9.14  Released Time

Faculty members responsible for the publications, music and drama productions, and other special projects shall have released time based on a review by the Vice President.

9.14.1 Music, Theatre, Publications and Special Projects

Faculty members responsible for the publications, music, and drama productions, and other special projects shall have released time based on a review by the Vice President. Special projects shall be defined in writing and be evidenced by an agreement signed by the Vice-president, the faculty member and the College’s Faculty Union President or secretary.

9.14.2 Faculty Union

Nine (9) hours of released time shall be allocated to the Union for distribution as it sees fit during the next contract negotiations. Up to nine (9) hours of released time shall be available for assignment to the union officers during each semester (three hours during the summer). Said release time shall not be considered as part of the base load.
9.14.3 Course Development

A faculty member developing a new course shall receive the equivalent of 2 ECH for the development of a new course. Payments shall be made during the first semester during which the new course is taught and shall be at the regular academic year overload rate (not the summer rate, irrespective of whether the course is first taught during the summer session). Further, this provision is intended only for new courses which have been approved for development as evidenced by a written agreement signed by the Vice President and the faculty member and a copy shall be furnished to the College's Faculty Union President and Secretary.

9.14.4 Lab Preparations

A faculty member may prep sciences labs for the use of an adjunct as long as he/she obtains the written permission of the Vice President at the beginning of the term of the semester. A faculty member who preps a science lab for the use of an adjunct shall receive the equivalent of 2 ECH for the prepping of the lab per semester. Payments shall be made during the semester during which the new course is taught and shall be at the regular academic year overload. Said release time shall not be considered as a part of base load. The maximum payment under this provision shall be 2 ECH per semester irrespective of how many labs are prepped.

Section 9.15 Class Size

Class size shall be flexible and shall be determined by the President or designee after consultation with the respective faculty.

9.16 Online Courses

The rate of compensation and class size for sections of classes taught online shall be the same as if such section had been taught traditionally in the classroom.

9.17 Department Chairs and Coordinators

9.17.1 Department Chairs

Department chairs shall receive Three (3) ECH of release time and the sum of $1,500.00 per semester during each of the semesters during the regular academic year and One (1) ECH and $500.00 for the staffing for the summer semester.

Duties of the Department Chair shall include:

1. Preparing class schedules for the dean’s review
2. Proposing curricular changes for the dean’s review
3. Performing tasks related to student admissions, transfer, and graduation.
4. Responding to student appeals/complaints in accordance with college policy.
5. Holding six (6) regular office hours in addition to his/her faculty office hours
6. Recommending the hiring of adjunct faculty
7. Mentoring faculty
8. Leading program reviews and accreditations
9. Helping recruit faculty and students
10. Suggesting collaborative initiatives

Additional Responsibilities

1. Gathering data and preparing appropriate documents.
2. Serving on or chairing committees, as appropriate
3. Handling budget-related tasks, as directed by dean.
4. Providing advice and counsel to the dean on faculty performance.
5. Performing other duties as assigned by the administration

9.17.1 Department Chair Selection Process

A. Eligibility

1. Only full-time faculty are eligible to become a department chair.
2. Eligible faculty may self-nominate or nominate another department member for consideration.
3. Nominations are to be submitted to the divisional Dean or Vice-President as appropriate for consideration.
4. Only written nominations will be considered. The written nomination should include appropriate rationale that identifies the candidates commitment to the college and leadership capabilities.

B. Appointment

The divisional Dean shall review nominations submitted and recommend candidate to the Vice-President of Academic & Student Development for consideration. The Vice President of Academic & Student Development will then recommend to the College President the candidate for consideration. The College President will appoint each Department Chair. Department Chairs will be filled based on the needs of the College and may remain open from time to time.

C. Term of Office

The term of office for Department chairs shall ordinarily be three years. Term appointments may vary based upon discretion of the appropriate administrator.

D. Evaluation

The College Dean or academic administrator and the Department shall annually evaluate the performance of the Department Chair. The evaluation process shall include the opportunity for faculty to provide written evaluation of the Department Chair’s performance. Earlier evaluations may be conducted if requested by the majority of the Department faculty by divisional dean.

Upon completion of the evaluation, the Dean or administrator shall meet with the Department Chair to discuss the evaluation. A written summary of the evaluation shall be submitted to Vice President of Academic and Student Development.

E. Removal

Rationales for removal shall be recorded through a performance evaluation conducted by the Dean or appropriate academic administrator. This evaluation may occur in the normal course of performance review or earlier depending on the circumstances. In those instances where the Department faculty has issued a vote of no-confidence, the Dean or appropriate academic administrator shall immediately conduct a performance evaluation of the Department Chair.

The Department Chair shall have an opportunity to meet with the Dean or appropriate academic administrator and the Vice President of Academic and Student Development to discuss the proposed removal. The Vice President of Academic Affairs shall make the final decision.
9.17.2 Department Chair Structure

**DIVISION: ARTS & SCIENCES**

I. Department Chair of Communications
   - English
   - Foreign Language
   - Speech

II. Department Chair of Sciences
   - Engineering
   - Life Sciences
   - Physical Sciences
   - Geology
   - Physical Education

III. Department Chair of Social & Behavioral Sciences
   - Anthropology
   - Geography
   - Political Science
   - Sociology
   - Economics
   - History
   - Psychology

IV. Department Chair of Mathematics
   - Mathematics

V. Department Chair of Humanities & Fine Arts
   - Art
   - Music
   - Theatre
   - Humanities
   - Philosophy

**DIVISION: CAREER & TECHNICAL**

I. Department Chair of Business Technologies
   - Accounting
   - Computer Information Systems
   - Computer Science
   - Business
   - Office Management Technology

II. Department Chair of Health Occupations
   - Nursing
   - Physical Therapy Assistant
   - Therapeutic Massage

III. Department Chair of Technical Occupations
   - Automotive
   - Early Childhood Education
   - Heating Ventilation & Air Conditioning
   - Computer Aided Design
   - Law Enforcement

9.17.3 Coordinators

All coordinator positions shall be eliminated as of the Fall 2009 semester except that the nursing
coordinator position shall continue until there is a Director of Nursing. Once a Director of Nursing has been employed the Coordinator of Nursing will work with the Director of Nursing during a period of transition and continue to be receive release time of twelve (12) ECH during the first semester of the transition and six (6) ECH during the second semester of the transition.

Article 10.0 Fringe Benefits for Faculty

Section 10.1 Medical Insurance

10.1.1 Employee Coverage

The Employee agrees to pay the following percentage of the rate for the comprehensive medical insurance program provided by the College:

<table>
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<th>YEAR</th>
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<td></td>
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The Board agrees to pay the premiums for the comprehensive medical insurance program provided by the College less the employee’s percentage of contribution as set forth in the chart above.

10.1.2 Dependent and Family Coverage

Participation shall be at the election of the faculty member. The member must disclose if coverage exists (or the potential for coverage) from any other source and must agree to coordinate benefits between the carrier for the college and the secondary source. Failure to do so will result in the loss of family and/or dependent coverage from the board.

10.1.3 Husband and Wife Employed

The Board agrees to pay, at the option of the faculty members, the full cost of dependent coverage for the comprehensive medical insurance program provided by the College in the case where a husband and wife are both employed by the Board as faculty members.
10.1.4 Cost Containment Committee

A joint union-administration committee shall be formed to study and implement health insurance cost containment proposals. The committee shall consist of three (3) faculty members chosen by the Union Chapter Chairperson, three (3) classified staff members chosen by Union Chapter Chairperson, and three (3) administrators chosen by the President of the College. All information regarding the Medical Insurance Plan administered by the College’s insurance carrier which is supplied to the College and which affects or could affect the insurance rates shall be supplied to this committee. At the time the College’s insurance carrier convenes meetings with the administration in February to discuss and to propose cost containment measures, the Vice President of Administration or his/her designee shall inform the committee and schedule the initial meeting during the month of February and invite the committee to be a full participant in these discussions. These meetings and discussions should take place during the months of February and March. The committee should make its recommendations concerning cost containment proposals no later than April 1 of each year of this Agreement. The committee recommendations on cost containment should be acted upon by the Board no later than June 30 of each year of this Agreement.

Section 10.2 Dental Insurance

10.2.1 Employee Coverage

The Board agrees to pay one hundred percent (100%) of the per annum individual rate for the dental insurance program provided by the College.

10.2.2 Dependent Coverage

The Board agrees to pay seventy-five percent (75%) of the per annum dependent rate for the dental insurance program provided by the College. Participation shall be at the election of the faculty member. The member must disclose if coverage exists (or the potential for coverage) from any other source and must agree to coordinate benefits between the carrier for the college and the secondary source. Failure to do so will result in the loss of family and/or dependent coverage from the board.

10.2.3 Husband and Wife Employed

The Board agrees to pay, at the option of the faculty members, the full cost of dependent coverage for the dental insurance program provided by the College in the case where a husband and wife are both employed by the Board as faculty members.

10.2.4 Benefits

The benefits for the dental insurance program provided by the College shall be equivalent to or greater than those of the 2008-2009 group program.
Section 10.3 Vision Insurance

10.3.1 Employee Coverage

The Board agrees to pay one hundred percent (100%) of the per annum individual rate for the vision insurance program provided by the College.

10.3.2 Dependent Coverage

The Board agrees to pay seventy-five percent (75%) of the per annum dependent rate for the vision insurance program provided by the College. Participation shall be at the election of the faculty member. The member must disclose if coverage exists (or the potential for coverage) from any other source and must agree to coordinate benefits between the carrier for the college and the secondary source. Failure to do so will result in the loss of family and/or dependent coverage from the board.

10.3.3 Husband and Wife Employed

The Board agrees to pay, at the option of the faculty members, the full cost of dependent coverage for the vision insurance program provided by the College in the case where a husband and wife are both employed by the Board as faculty members.

10.3.4 Benefits

The benefits for the vision insurance program provided by the College shall be equivalent to or greater than those of the 2008-2009 group program.

Section 10.4 Term Life Insurance

The Board agrees to pay for a group term life insurance policy with accidental death and dismemberment provisions for each faculty member equal to his or her annual salary rounded to the closest, lowest thousand dollars, but not less than $35,000.

Section 10.5 Long-Term Care Insurance

10.5.1 Employee Coverage

An employee may participate, at their option and at their sole expense, in the long-term care insurance program offered by the College.

10.5.2 Benefits

The long-term care insurance benefits offered by the College in 2000-01 shall constitute the foundation level.

Section 10.6 Tuition and Supplies

If a faculty member is required by the appropriate Vice President to take one or more courses, the faculty member shall be reimbursed for tuition, books, and supplies.

Section 10.7 Other Benefits

Other optional benefits to be paid for by the faculty member are:
• Additional group term life insurance with accidental death and dismemberment
• Qualified tax-sheltered retirement plan chosen from plans now offered and approved by the College
• Disability insurance
• Long-Term Care insurance options exceeding the base plan

Section 10.8 IRS 125 Program

The Board has implemented an IRS 125 Program. The Union agrees that its members shall undertake the payment of the enrollment, start-up, and monthly administrative costs of the Program, in full, as to each of them individually, at their option of joining said Program.

Section 10.9 Authorized Deductions

Upon appropriate written authorization executed by a bargaining unit member, the Board shall take deductions from employees’ salaries for the following:

• Morton College Foundation
• Morton College Chapter, Local 1600 AFT Scholarship Fund
• Other organizations mutually agreed to by the Board and the Union

Such deductions shall be made in like manner and under the same conditions as apply to other deductions provided for in the Collective Bargaining Agreement between the parties.

Article 11.0 Procedures for Grievance

Section 11.1 Definition

A grievance shall be defined as an alleged violation or a misinterpretation or a misapplication of the terms of this Agreement. No grievance shall be processed unless it is submitted within fifteen (15) school days after a reasonable person should have been aware of the alleged violation. Time limits shall be strictly adhered to, and may be extended only by mutual agreement. Failure to communicate a decision within the specified time limits shall permit the Union to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision tendered at that step.

Section 11.2 Procedure

The parties hereto acknowledge that it is desirable for an employee and his or her immediate supervisor to resolve problems through free and informal communication. When requested by the employee, a Union representative may accompany the employee to assist in the informal solution of the complaint. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be submitted.

Section 11.3 Steps in the Grievance Procedure

11.3.1 Step One: Grievance Submitted in Writing

The faculty member’s grievance, including the relief sought, shall be submitted in writing in the first instance to his or her immediate responsible administrator who shall arrange a meeting of the affected parties within ten (10) school days after receipt of the grievance. The administrator shall provide a written answer to the grievant within ten (10) school days after completion of the meeting and shall include reasons for the decision.
11.3.2 Step Two: Submitted to Next Administrative Level

If the grievance is not resolved in Step One, the aggrieved shall have the right to refer his or her grievance to the next higher administrative officer in line of authority within ten (10) school days after the written reply in Step One was received by the grievant. Within ten (10) school days after receipt of the appeal, the administrative officer shall arrange for a meeting of the affected parties. Upon conclusion of this meeting, the administrative officer shall, within ten (10) school days, provide a written decision with reasons to the grievant and the Union.

11.3.3 Step Three: Appeal Submitted to the President of the College

If the grievance is not resolved by the respective administrators, the grievant may, within ten (10) school days, request the grievance be referred to the President of the College. All reports from previous appeals shall be submitted with the grievant’s appeal. The President of the College shall, within ten (10) school days after receipt of the appeal, arrange for a meeting of the affected parties. Upon conclusion of the meeting, the President of the College shall, within ten (10) school days, provide a written decision with reasons to the aggrieved and the Union.

11.3.4 Step Four: Grievance Referred to Board

If the grievance has not been resolved in the above three steps, the grievant may, in writing, request of the President of the College that the grievance be appealed to the Board. This request must be filed within ten (10) school days of receipt by the aggrieved of the written reply of the President of the College in Step Three. The President of the College shall forward to the Board all relevant documents considered in the previous steps of the grievance. The Board shall, within thirty-five (35) calendar days of the receipt of the request for appeal by the President of the College, arrange for a hearing of the affected parties. Within ten (10) school days after the hearing, the Board shall provide a written decision with reasons to the aggrieved and the Union.

11.3.5 Arbitration

The Union and the aggrieved may refer the grievance to arbitration within thirty-five (35) calendar days after receipt of the Board’s answer and shall notify the President of the College, in writing, that they wish to submit the grievance to binding arbitration. Within five (5) school days of receipt of the notification to request binding arbitration, the parties shall jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Both the Board and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. However, if the Union or Board desires to strike all names on this panel of arbitrators and requests a new panel, it may do so no more than two (2) times. The arbitrator shall be notified of his or her selection by a joint letter from representatives of the Board and the Union requesting that the arbitrator set a time and place, subject to the availability of the Board and the Union representatives.
11.3.6 Authority of Arbitrator

Neither the Union nor the aggrieved shall be permitted to assert any grounds before the arbitrator which were not previously disclosed to the other party. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted. The arbitrator shall be without power to make decisions contrary to any, or inconsistent with, or modifying, or varying in any way, the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit the decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon the interpretation of the meaning or application of specific terms of this Agreement involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and shall be implemented as per the order of the arbitrator.

11.3.7 Expense of Arbitration

Each party shall bear the full cost of its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association shall be divided equally between the Board and the Union. If either party requests a transcript of the proceedings, that party shall bear the full cost of such transcript. If both parties request a transcript, the cost shall be equally divided. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them.

11.3.8 Individual and Union Grievances

Individual faculty members shall sign their name to any grievance which they may file. When the Union files a grievance involving an individual faculty member or a group of faculty members, the grievance shall be signed by the Union Chairperson and the Grievance Chairperson and the individual or the group of faculty members involved. Faculty members shall not be disciplined or discriminated against or suffer any loss because of their involvement as a grievant, witness, representative, or other participant in a grievance.

11.3.8.1 Union Filing a Grievance

The Union, at its discretion, shall have the right to pursue an issue presented by an aggrieved independently in cases where it believes that the grievance affects the welfare of a sizable number of faculty members who are in a similar situation.

11.3.8.2 Conference

Conferences held on grievances shall be scheduled at a time and place which will afford ample opportunity for all persons who are entitled to attend, including representatives of and witnesses for the aggrieved.

11.3.9 Evidence and Hearing

At all steps of the Grievance Procedure and Arbitration it is the right of the administration and Board and the aggrieved and Union to be represented by advisors or counsels and to be afforded rights to call witnesses, present evidence, cross-examine witnesses, and to deny, refute, and rebut charges, testimony, and evidence.
11.3.10 Union Representation

When the aggrieved wishes Union representation, contact relative to the grievance by any administrator with the aggrieved shall be made only through, or in the presence of, the designated representative, and all proceedings shall be held in the presence of said representative.

Section 11.4 Legal Proceedings

In the event a member of the bargaining unit or the Union commences a proceeding in any state or federal court or administrative agency against the Board or administration, charging the Board or administration with alleged violation of this Agreement, such remedy shall be exclusive and said member or Union shall be barred from invoking any remedy by this grievance procedure for that specific proceeding at the same time.

Article 12.0 Business Office Procedures

Section 12.1 Changes in Procedures to be Discussed

All changes in Business Office policies or procedures bearing on the financial welfare of faculty members, individually or collectively, shall be discussed with the Union before their implementation with the exception of items covered in Sections 12.2, 12.3, and 12.4 which are part of this Agreement and cannot be changed unless negotiated.

Section 12.2 Pay Dates

Pay dates shall be the 15th (or closest working day preceding) and the last working day of the month, or when a pay day falls on a holiday or a break period in the academic calendar at such earlier time as may be appropriate as determined by the Vice President of Business and Administrative Affairs.

Section 12.3 Transmittal of Paychecks

The Business Office shall transmit paychecks to banks for deposit as designated by faculty members. Necessary bank forms shall be provided by the faculty.

Section 12.4 Overload Payments

Overload payments during the fall and spring semesters shall be paid in equal installments beginning with the second pay date after the course begins. During the summer semester, payments shall be made beginning with the first pay date of the semester provided such regularly scheduled pay date is at least five school days after the start of the summer class period. If it is less than five school days after the start of the summer class period, then payments shall begin with the second pay date.

Section 12.5 Deduction Report

A faculty member shall receive a written statement of explanation of any extra deductions where the code is not identified on the check stub. A faculty member shall also receive an explanation of any additional income over and above their base salary which is included in their pay check and, if it is comprised of partial payments, the number and amount of each partial payment, e.g., “1 of 8”.
Section 12.6 Extra Pay

For each pay period any amounts over and above the contractual salary shall be identified and labeled on the attached check stub; inclusive dates of the service so compensated shall be indicated as well. The income tax deduction for such extra pay shall be calculated according to the tables provided by the Internal Revenue Service.

Section 12.7 Qualified Tax-Sheltered Retirement Plans

Faculty members shall have the right to purchase under payroll deduction a qualified tax-sheltered retirement plan of their own choosing from those currently offered by the College. The College does not endorse any of the plans it makes available for purchase. Further, it assumes no fiduciary responsibility for any decision a faculty member makes concerning his or her selection and participation in such a plan, including any financial loss a faculty member may suffer.

Section 12.8 Salary Paid in Instalments

The annual salary shall be paid in 18 or 24 equal installments at the option of the faculty member. With the exception of new employees, faculty members must notify the Business Office of their preference no later than June 1.

Section 12.9 College Vehicles

When College owned vehicles are purchased, they shall be available for faculty use in connection with instructional activities, procedures to be determined by the Business Office. The Board shall carry adequate insurance on College vehicles and on authorized drivers holding valid Illinois drivers’ licenses.

Section 12.10 Union Deductions

12.10.1 Dues

The Union shall provide the Business Office with a list of faculty members desiring payroll deductions for Union dues. These monies shall be turned over to the Union treasurer with the list of faculty members from whom the payroll deductions have been made.

12.10.2 Fair Share

Faculty members covered by this Agreement who are not members of the Union, shall pay a fair share payment to the Union for services rendered as the exclusive representative of the employees covered by this Agreement and shall continue to do so as long as they remain non-members. Such proportionate share payment shall be deducted by the Board from the earnings of the non-member and paid to the Cook County College Teachers Union (CCCTU). The Treasurer of the CCCTU shall submit to the Board an affidavit specifying the amount which constitutes said proportionate share. The Fair Share payment shall not exceed the dues uniformly required of members of the Union. The amount of dues certified by the CCCTU shall not include any fees for contributions related to the election or support of any candidate for political office or member-only benefit. Non-members who protest this fair-share payment upon bona-fide religious tenets or teachings of a church or religious body shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. The affected non-member must provide proof of such payment to the CCCTU.
12.10.3 Committee on Political Education (COPE)

Upon receipt of a voluntary written authorization from a faculty member, the Board shall deduct an amount specified by the faculty member from his or her paycheck and send it to the CCCTU -- COPE. Such deductions shall continue until the Board receives a written revocation from the faculty member stating that he or she no longer wants the deduction to be taken.

Deductions shall be remitted in a timely manner and shall be accompanied by an itemized list showing the name of each faculty member and the amount of the deduction withheld.

Section 12.11 Indemnification

The Union shall indemnify, defend, and hold the Board harmless against any claim, demand, suit, cost, expense, or any other form of liability, including reasonable attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Board, its members, officers, agents, employees, or representatives in complying with or carrying out the provisions of Section 12.10; in reliance on any notice, letter, or authorization forwarded to the Board by the Union pursuant to Section 12.10; and including any charge that the Board failed to discharge any duty owed to its employees arising out of any deduction.

Article 13.0 Special Clauses Covering Changes, Term, and Superior Authority of Agreement

Section 13.1 Matters Not Covered by this Agreement

The Board agrees that except for those matters forming a part of this Agreement -- which may be changed only by mutual consent of both parties -- no changes in existing instructor welfare and educational polices will be effected without consultation with the Union and notification to the Union will be given as far as is reasonably possible in advance of the proposed date of adoption of any such changes, for the purpose of affording the Union an opportunity, if it has any objections to such proposed change, to resolve these objections with the Board and its representatives, before any change is adopted.

Section 13.2 Terms

The terms of the foregoing Agreement are for the period July 1, 2009 through June 30, 2014 inclusive, unless otherwise herein specified.

Section 13.3 Conflict with Board Policy

If any provision contained in the Board policy is in conflict with this Agreement, this Agreement shall prevail.

Section 13.4 Conflict with Previous Agreements

It is the intent that all terms and conditions contained in this Agreement shall take precedence over terms and conditions of the previous Agreement when a conflict exists between the two Agreements.
EXECUTED this 1st DAY OF September, A.D., 2009 AT CICERO, ILLINOIS, by the undersigned, all having been duly authorized by their respective parties and intending to be legally bound hereby.

Morton College, Community College District 527

Frances Reitz
BY: Printed Name
/s/ Frances Reitz 8/26/09
Signature date

AFT Local 1600, Faculty Union

Dante J. Orfei
BY: Printed Name
/s/ Dante J. Orfei 9/1/09
Signature date
APPENDIX A

Salary Schedules

2009 – 2010 Salary Schedule .................................................................38
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X, Y, Z — No listings