

# MORTON COLLEGE

CLASSIFIED STAFF EMPLOYEE HANDBOOK



APRIL 2016

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# **Handbook for Classified Staff Employees**

## **Section 1: Welcome to Morton College**

### **Introduction**

The Handbook for Classified Employees is intended to serve as an employment guide for Classified Employees. It is the responsibility of every Classified Employee to become familiar with the Handbook, as well as the policies of the Board of Trustees, administrative procedures, and various rules and regulations. Although the Handbook deals with many issues, it does not contain the answers to all of the questions a Classified Employee may ask. Questions not addressed in the Handbook regarding policy, procedures, or other matters should be directed to the Supervisor, area Administrator, appropriate Vice President, or Director of Human Resources.

The Handbook is not an employment contract. Morton College reserves the right to unilaterally amend or withdraw the Handbook without prior notice.

### **Handbook Disclaimer**

This handbook is a guideline only. This handbook is not intended as an employment contract. Employment at Morton College is at will, and either the employer or the employee may at any time terminate the relationship with or without cause. The College reserves the right to alter the handbook at any time without prior notice. In all cases, where the guidelines, policies, and contracts, said laws shall control. Collective bargaining agreements, Administrator contracts, and Professional letters will govern in all cases with respect to employees covered by the agreement.

For complete information regarding any of our benefit programs, please contact the Human Resources Office.

## **Mission**

As a comprehensive community college that is recognized by the Illinois Community College Board, Morton College's mission is:

**To enhance the quality of life of our diverse community through exemplary teaching and learning opportunities, community service, and life-long learning.**

## **Goals**

- Maximize the College's resources to support student learning
- Conduct ongoing assessment of student learning to discover new ways to help students succeed
- Develop responsive curricula and programs to serve community needs
- Encourage community families to embrace the educational opportunities Morton College provides
- Ensure the enrichment of its educational programs and student-support services by making a commitment to ongoing self-study and assessment

## **Values**

The Morton College Board of Trustees has established the following as the Core Values for Morton College and its employees: Truth, Compassion, Fairness, Responsibility, and Respect.

# History of Morton College

Morton College, the second oldest community college in Illinois, was founded in 1924 to meet the educational demands in the growing communities of Berwyn, Cicero, Forest View, Lyons, McCook, Stickney and other near western suburbs, which, at the time, comprised a national hub of economic activity.

As the community grew, so did Morton College. Originally housed at Morton East High School, the College was governed by the Morton High School Board of Trustees from 1924 until district residents voted to form the independent, Community College District No. 527 in 1966.

Finding a home of its own became the greatest challenge for the new independent College. It took several years to find the right site in a built-up community. In the meantime, the College leased classrooms at Morton East, storefronts, and in community churches.

Construction began on the current Morton College campus at Pershing Road and Central Avenue in 1973. Twenty-one months later, the campus opened and quickly became the pride of the community. Long-term residents as well as aspiring young immigrants attended the school to realize their dreams.

Over the decades, Morton College's university transfer program has become known state-wide for academic excellence. The College's curriculum and mission also has expanded to include career, community, continuing and adult education programs.

When the College opened its doors in 1924, it did so with only 11 teachers and 76 students, but all were dedicated to a future-oriented philosophy. The College renews that commitment at the beginning of the 21st century with a series of renovations and upgrades that ensures the College will continue to be the pride of the community for future generations.

The renovated, award-winning Library opened in 2005 with three times the number of computers as the previous facility, wireless access, and group study rooms. Science and computer laboratories were upgraded to state-of-the-art facilities that rival any in the country.

A new Student Success Center, which houses a number of important student services such as tutoring, placement testing and career assistance, opened in 2007. Equipped with the latest technology, students can also use the Center to relax between classes by playing games, watching movies, or enjoying a quiet moment.

And finally, in 2007, the Hawthorne Works Museum and Heritage Hall opened to honor the College's roots in the community, its rich industrial past, and to pay homage to the thousands of individuals who lived and worked in the area.

From a remarkable beginning to a bright, promising future, Morton College continues to move forward in welcoming new and future students seeking to enrich their lives and prosper through higher education.

For more information on Morton College, please go to [www.morton.edu](http://www.morton.edu)



## **Definitions**

### **Full-time Employee**

An employee who regularly works at least 37.5 hours per week and is so designated by the Board of Trustees.

### **Part-time Employee**

An employee who regularly works less than 37.5 hours per week.

### **Part-time (Non-bargaining) Employee**

An employee who regularly works less than 20 hours per week.

### **Classified Employee**

An employee who is not a member of the Faculty or Administrative, or Professional Staff.

### **Fiscal Year**

The year beginning July 1 and ending the following June 30.

### **Benefit Year**

The year beginning July 1 and ending the following June 30. Flexible Spending benefits year begins January 1 and ends December 30.

### **Immediate Family**

The family including an Employee's spouse, children/step-children, parents, siblings, grandparents, grandchildren, any relative or dependent (as defined by the IRS) living in the employee's household, and comparable relatives in the spouse's family. The recently enacted Illinois Religious Freedom Protection and Civil Union Act conferring all the rights, interests, benefits and burdens available to spouses without, or short of, marriage itself.

## **Section 2: Employment Information**

### **Probationary Period**

A Classified Employee's first 180 days of employment are considered probationary. The initial probationary period provides a Classified Employee with the opportunity to adjust to the working conditions and environment of Morton College. An evaluation of a Classified Employee's job performance is completed by the Supervisor at the end of the probationary period. Continued employment is contingent upon the results of this evaluation. Under certain circumstances, Morton College has the exclusive right to extend the initial probationary period by an additional 60 days. During the initial probationary period, a new Classified Employee is not entitled to paid leave benefits.

A Classified Employee who is promoted, transferred, or demoted to another position is also required to serve a 60 day probation. During the probation period, the Classified Employee is entitled to all previously earned leave benefits (e.g., paid vacation leave). If such employee fails to satisfactorily complete the probation period, the Board may return the employee to the previous position.

### **Internal Job Movement**

Employment policy at Morton College is established by Illinois State Law and Board policy 4.1. The following procedures are the guidelines for promoting, demoting, and transferring current employees. All vacancies are announced on the Panther Portal and the Morton College "Careers" site. A Classified Employee wishing to apply for a vacant position must complete a new application at <https://careers.morton.edu>.

### **Promotion**

Promotions occur when a full-time Classified Employee moves into a full-time position that is above the current position on the organizational chart or when the Classified Employee moves into an Administrative or Professional position. If the hiring manager believes that they have a candidate for promotion to a position, they have to post the position for five (5) days internally. After the internal posting period has passed, the hiring manager can recommend the employee for hire. The manager would follow the recommended hiring process that is set by Morton College. Promoted employees can start after notification to the Board of Trustees. Classified Employees promoted to an Administrative or Professional position must be approved by the Board of Trustees.

## **Transfer**

Classified Employees will be allowed to transfer from department to department, as long as they are qualified and a vacant position exists. All transfers will be processed similarly to promotions.

## **Demotion**

Employees can be demoted as a result of a reduction in force, performance, and/or by request of the employee. Normally, a demotion means that an employee moves to a position that is below their current position, within the department, or the organizational chart. The demotion of employees covered by a BUA will be executed in accordance with said agreement.

## **Compensation**

All compensation changes will be effective on the first day of the employment action; for new hires, the effective date will be the date of hire. When employees get promoted, demoted, or transferred, they will start receiving their revised compensation and health benefits associated to the employment action on the effective date of the employment action. Any leave benefits will be awarded in accordance to the Probationary Period section of this Handbook and the applicable BUAs. Leaves of absence that are awarded will be pro-rated based on the time projected in the new position for that current fiscal year.

## **Reduction in Force**

In the event that a reduction in force becomes necessary, due consideration will be given to a Classified Employee's length of service, job performance, skill level, and ability to perform other tasks. A Classified Employee who is terminated because of a reduction in force will be given first consideration in hiring for any open position which occurs during a 12 month period following the termination, provided that the Classified Employee possesses the necessary job qualifications and has a continuing history of successful performance at the College.

Jobs funded by state, federal, or other grants terminate upon the expiration date of the grant. These positions are not given consideration under this section unless the grant funding is less than 50%

## **Resignation**

Employees who plan to resign their employment with the College should notify their immediate supervisor and Human Resources. Resignations should be given in writing (or email) and should be announced 2 weeks prior to the employee's last day. A signature line must be included in the email. The employee should return all keys, badges, and Morton College property on their last day of work. The department manager should initiate the termination form on the Panther Portal. The manager should ensure that all property is returned and that all accounts are closed after the employee's last day. Employees will receive their final paycheck on the next payroll cycle following their resignation.

## **Work Rules**

### **Personnel Records**

A Classified employee has the right to examine his or her personnel file by appointment. A member of the Human Resource staff will be present during such examination. Nothing will be removed from the file without the permission of the Director of Human Resources. Any copies of documents in an employee's file must be requested through the Personnel Records Review Act procedures.

To comply with the law, employment records must be kept up to date. If there is a change in mailing address, telephone number, marital or dependent status, etc., information must be submitted to Human Resources. An employee's record of address, on file with Human Resources, is the official address. Employees are required to inform Human Resources of any information that affects the accuracy of personnel records, employment, or benefits status.

### **Dress Code**

All employees are expected to dress in a manner which is consistent with the requirements of the job and the professional image Morton College wishes to project. Dress code enforcement should take into consideration that clothing choices are influenced by individual taste, position responsibilities and the surroundings in which assignments take place. Regardless of the job setting, all clothing should be neat and clean, free of holes, patches and of proper size, fit and length. Employees should use proper hygiene techniques. Employees should display their employee ID badges in accordance with the *ID Badge Administrative Policy*.

## **Hours of Work**

Normal office hours are 8:00 A.M. to 4:30 P.M., Monday through Friday. However, some offices work different schedules based on the department and student needs. Lunch and break schedules are determined by the supervisor and/or Board/Union Agreements (BUAs). Most Full-time Classified Employees are required to work a minimum of 37.5 hours per week. The specific hours a Classified Employee must work are determined by the Provost/Vice President. A Classified Employee who is scheduled to work eight or more consecutive hours is entitled to a one hour unpaid lunch period and one paid 15 minute break. This break should be taken within the first five hours of the employee's shift. The second 15 minute break that is allowed by Illinois law has been absorbed in order to accommodate the Summer Work Schedule. Lunch and break periods are staggered to ensure that all offices are covered for the hours during which Morton College is open.

Beginning the first week after graduation and ending after 12 consecutive weeks, the Summer Work Schedule may be enacted in offices according to business needs. During the Summer Work Schedule, Full-time Classified, non-union staff will have 15 additional minutes added to their work schedule. This employee group will take 30 minutes for lunch. Additionally, they will be off on Fridays during the Summer Work Schedule. The normal office hours during the Summer Work Schedule is 7:45 A.M. to 4:30 P.M.

A Classified Employee is not permitted to take courses, participate in activities at Morton College, or engage in outside activities during scheduled working hours without the consent of their Supervisor and the Provost/Vice President.

## **Reporting Absences**

When an employee is going to be absent for any reason, Employee must notify the Supervisor, or his/her designee. Direct contact with the Supervisor is the most desirable form of notification. However, if the Employee can't contact the Supervisor, the Employee must contact HR. Employees should provide as much advance notification of their absence to the Supervisor as possible. In the event that an unforeseen event occurs, the employee is expected to notify the Supervisor as soon as possible. Upon return to work, all Staff employees are required to complete a "College Leave of Absence" form, which is available on the Panther Portal.

Failure of an Employee to report absences for three consecutive days may result in immediate suspension without pay and a recommendation for dismissal to the Board of Trustees.

## **Reporting Injuries**

An Employee must report all accidents and injuries occurring on the job, regardless of the severity, to the Campus Safety Office and their Supervisor. Injuries should be reported within a 24 hour period.

## **Emergency Notification/College Closings**

Whenever emergencies exist, a Classified Employee should check the Panther Portal for announcements regarding the operational status of Morton College. Employees may elect to receive notification via text message by filing the proper request form. Employees can contact MIS for more information. Only essential employees are required to work when the College is closed for emergencies. A Classified Employee who is required, but not originally scheduled, to work when Morton College is closed is paid at one and one-half times the regular hourly rate of pay. Employees that are scheduled to work will be paid straight time.

Employees who have an approved leave of absence scheduled for a day in which the school is subsequently closed due to an emergency, cannot have the leave day reinstated after the event.

## **Information Technology and Social Media**

All Employees are responsible for reading and abiding by Board Policy 8.20 (Information Technology Usage) as well as the Social Media Guidelines established by the Administration. Employees can obtain copies of the policy and the guidelines from the Human Resources Department.

## **Overtime**

Unless otherwise provided, the Supervisor, area Administrator, Provost/Vice President, and President, must approve all overtime in advance. All full-time employees who work more than forty (40) hours per week shall receive overtime pay. Overtime shall be paid at the rate of one and one-half (1.5) times for all hours worked beyond forty (40) hours. A part-time employee who works more than forty (40) hours in a week shall be paid the appropriate overtime rate.

A Full-time Classified Employee who normally works Monday through Friday is paid: one and one-half times the regular hourly rate of pay for work performed on Saturday; two times the regular hourly rate of pay for work performed on Sunday; and three times the regular hourly rate of pay for work performed on a holiday observed by Morton College. Three times the regular hourly rate of pay is the maximum hourly rate of pay that can be earned.

Compensatory time may be offered at the above-mentioned rate, in lieu of overtime.

Work performed in excess of the scheduled 7.5-hour work day (8.0 hour work day for the Custodial Supervisor and Technical Laboratory Assistant), but within the 37.5-hour work week for a Full-time Classified Employee (40.0 hour work week for the Custodial Supervisor and Technical Laboratory Assistant) is considered flextime. As an example, a Classified Employee may work one hour extra on Tuesday and leave one hour early on Friday within the same workweek. Similar work schedule adjustments may be made for Part-time Classified Employees.

An Employee should not perform job related work at home or work in excess of regularly scheduled hours, unless proper authorization has been received. The Summer Work Schedule does not apply to this section.

## **Fair Labor Standards Act**

Unless otherwise indicated, a Classified Employee is considered "non-exempt" from the provisions of the Fair Labor Standards Act. Nonexempt employees are entitled under the FLSA to time and one-half their "regular rate" of pay for each hour they actually work over the applicable FLSA overtime threshold in the applicable FLSA work period. Employers and Employees can agree to "compensatory time" in lieu of overtime pay. Compensatory time must be taken within 90 days of it being earned or paid out to the Employee if it is not taken during that time frame.

## **Job Performance Evaluations**

All Employees will be evaluated annually by their Supervisor. This evaluation should take place before the end of the fiscal year. The results shall be reviewed with the Employee. A new Employee or a current Employee who has been promoted, transferred, or demoted is evaluated at the end of the probationary period. The Supervisor should meet with the employee to discuss the goals and expectations prior to the evaluation period.

An Employee who is terminating employment with Morton College receives a final performance evaluation. The final performance evaluation may be waived at the discretion of the Human Resources.

The College reserves the right to alter the evaluation process, with proper notice to all affected employees, as deemed operationally necessary.

## Disciplinary Process

Morton College strives for a work environment where all employees are successful. The College endeavors to take other remedies to correct employee behavior before discipline is pursued. However, some conduct and patterns of behavior warrant disciplinary action. If disciplinary actions are taken, it is essential that:

- Each problem be thoroughly investigated so that the facts in the case are fully known;
- Any action contemplated be appropriate to the offense; and
- The dignity of the Employee is respected at all times.

The Board of Trustees has the right and obligation to exercise its inherent and statutory power to establish those rules, regulations, and sanctions necessary to ensure the maintenance of order and decorum. Violations of these rules and regulations will be considered grounds for disciplinary or legal action by the Board of Trustees against the party or parties involved.

For offenses deemed relatively minor, the President has the discretionary power to administer sanctions that may include official reprimand, censure, or suspension without pay to a maximum of 30 days. For more serious violations, the President may recommend to the Board of Trustees that it administer sanctions ranging from suspension without pay for a period in excess of 30 days to dismissal.

In general, when the facts indicate that the performance or conduct of an Employee is not in accordance with the rules or standards set by Morton College, the Supervisor will meet with the Employee to discuss the situation. If discipline is pursued, the Supervisor should follow the following discipline steps:

1. Verbal Warning (a written record is generated).
2. Written Warning
3. Suspension
4. Discharge

This step chart is meant to be a guide and in no way prohibits Morton College from taking the most appropriate level of discipline.

In any discipline letter, the Supervisor should identify the violation, the date when the notice will be removed from the file, and the disciplinary action that will be taken if the Employee fails to comply. Disciplinary



actions should remain in the employee's file for 2 years unless the Supervisor and Director of Human Resources agree upon an amendment.

Discharge without prior disciplinary actions may be justified for very serious offenses such as theft of Morton College property, falsification of Morton College documents, behavior which threatens the security of persons or property, and the like.

An Employee wishing to contest a disciplinary action may do so by following the steps outlined in the Dispute Resolution Procedures section of the Handbook. The disciplinary actions described here do not generally apply to Employees during a probationary period or employees hired by Morton College to work on a temporary basis. Probationary and temporary employees may be terminated at will.

## **Dispute Resolution (Non-Union employees)**

An Employee should always make every reasonable attempt to resolve a problem through informal discussion and communication with the Supervisor. If, in the opinion of an Employee, the problem is not satisfactorily resolved by this procedure, or the Supervisor refuses to discuss the problem, or the Supervisor and Employee disagree as to whether a discussion of the problem has occurred, then the Employee may file a request for Dispute Resolution.

A Request for Dispute Resolution is a claim made by an Employee that rights under established Morton College rules or procedures have been violated. The Request should first be presented by the Employee to the Supervisor within ten (10) working days of the alleged incident. The Supervisor has five (5) working days to meet with the Employee to discuss the violation and ten (10) working days to render a decision.

If the decision of the Supervisor is not satisfactory, then the Employee may submit the Request to the area Administrator for consideration. The Request should be forwarded by the Employee to the Administrator within ten (10) working days of the Supervisor's decision. The Administrator has ten (10) working days to meet with the Employee to discuss the case and ten (10) working days to render a decision after the meeting.

If a satisfactory decision is not made by the area Administrator, then the Employee may proceed to the Vice President/Provost. The Request should be forwarded by the Classified Employee to the Vice President/Provost within ten (10) working days of the Administrator's decision. The Vice President/Provost has 15 working days to meet with the Employee to discuss the case and ten (10) working days to render a decision after the meeting.

If a satisfactory decision is not obtained from the Vice President/Provost, then the Employee may present the Request to the President within ten (10) days of the Vice President/Provost's decision. The President has 15 working days to meet with the Employee to discuss the case and ten (10) working days to render a decision after the meeting.

At each stage in the process, the Employee must present the Request in writing. The document prepared by the Employee must include:

- A statement of the violation and the facts upon which it is based; and
- The remedy or corrective action being sought.

Requests involving alleged discrimination (including sexual harassment) should be submitted immediately to the Human Resources Department.

## **Equal Opportunity Employment**

The mission of Morton College is to enhance the quality of life of our diverse community through exemplary teaching and learning opportunities, community service, and life-long learning. We are committed to fully engaging the wealth of thought, backgrounds, languages and life experiences of our students, colleagues and community to foster an environment of academic excellence and student success.

In Accordance with Board Policy 8.1, Morton College does not discriminate on the basis of race, religion, color, age, disability, ancestry, marital status, military discharge status, national origin, veteran status, sexual orientation or other non-merit factors in educational programs or employment practices. Any Morton College employee who feels that they are currently experiencing or have experienced a form of discrimination are encouraged to contact the Human Resources department. Assistance can be provided by contacting the Director of Human Resources at 708-656-8000, extension 2298.

## **Americans with Disabilities Act (ADA)**

In accordance with the Americans with Disabilities Act (ADA), no qualified individual with a disability shall, by reason of such a disability, be excluded from participation in, or be subjected to discrimination by Morton College. Nor shall any qualified individual, in regard to job application procedures, the hiring, advance or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment and/or student services be denied any service, program, or activity of Morton.

All Employees who need accommodations, as a result of a disability, should contact the Director of Human Resources.

## **I9/Right to Work/Alien Status**

It is the policy of Morton College to hire candidates who are authorized to work in the United States. Morton College requires a new or rehired Employee to provide acceptable documents establishing United States citizenship or lawfully authorized alien worker status before beginning employment.

## **Sexual Harassment**

Federal law provides that it shall be unlawful discriminatory practice for any employer, because of the sex of any person, to discharge without just cause, to refuse to hire, or otherwise to discriminate against that person with respect to any matter directly or indirectly to employment.

Furthermore, Board Policy 8.2.1 (Hostile Environment and/or Sexual Harassment) states:

“The Board shall not tolerate any behavior, verbal or physical conduct, by any trustee, staff member, or student that constitutes creating a hostile environment or sexual harassment as outline in the Equal Employment Opportunity Commission (EEOC) Discrimination Guidelines summarized as follows:

1. Submission to such conduct is made either explicitly or implicitly as term or condition of an individual's employment.
2. Submission to or rejection of such conduct, made either explicitly or implicitly, is used as the basis for employment decisions effecting such individuals.
3. Such Conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Violations of this policy should be reported immediately to the Human Resources Office and/or to the Office of the President of Morton College. The President will assure that the reporting person will be protected against any form of retaliation from the perceived aggressor or Morton College. The President will assign one or more individuals to conduct a prompt, thorough, and impartial investigation. This investigation will remain confidential to the fullest extent possible. Violation of this policy shall lead to disciplinary action up to and including termination.”

## **Drug Free Workplace**

In accordance with Board Policy 8.16: "Morton College is a comprehensive institution dedicated to developing individuals to live and work as better informed citizens in a dynamic society. In order to assist in the attainment of this goal and in recognition of the deleterious effect that illicit drug usage and alcohol abuse have on a person's health and mental well being, Morton College maintains a Drug and Alcohol Abuse Prevention and Education program for students and employees. This policy and the specifics of the program are published and given annually to all students and employees. All employees are expected to abide by this policy as a condition of their employment.

The Drug and Alcohol Abuse Prevention and Education Program for Students and Employees adopted and implemented by Morton College to prevent the illicit use of drugs and the abuse of alcohol by students and employees is administered in strict accordance with the Drug Free Workplace Act of 1988, Public Law 100-690, and Section 1213 of the Higher Education Act of 1965 (HEA) as amended by the Drug-Free Schools and Communities Act Amendments of 1989, Public Law 101-226.

Morton College shall make a good faith effort to continue to maintain a healthful learning environment and workplace by conducting a biennial review of this policy and its illicit drug usage and alcohol abuse prevention program."

Employees are subject to the guidelines of Board Policy, Federal, State, and local laws, as well as any provisions included in a Collective Bargaining Agreement (BUA).

## **Tobacco Free Campus**

Morton College instituted HR-26 (Tobacco Free Campus) to comply with the Smoke Free Illinois Act (410 ILCS 82 *et seq*, the "Act"). Smoking on Morton College premises in a public place or place of employment and College vehicles is prohibited. No person shall smoke on Morton College premises or within 15 feet of any entrance to a public place or place of employment at Morton College. No person may smoke in any Morton College vehicle. The use of smokeless tobacco products and chewing tobacco on Morton College premises in public places and places of employment as well as in Morton College vehicles (regardless of where located) is also prohibited.

Violations of HR-26 will be referred to the appropriate administrative office for review and appropriate administrative action.

Institutional Procedure violations may also be subject to citations and or fines issued by the Morton College Police Department:

1. Citations:

Violators may be issued citations by Morton College Campus Police.

2. Fines:

- a. First citation - \$50.00
- b. Second citation - \$100.00
- c. Subsequent citations may be issued in an amount up to \$250.00, depending on the nature of the violation.

3. Payment:

All fines are to be paid within thirty (30) days of the date that the citation was issued. Payment is to be made at the Cashier's Office of Morton College. Failure to pay fines will result in an Academic Restriction placed on the student's record.

4. Repeated Offenses:

Offenses of Employees: All citations shall be reported to the Campus Safety Office, Staff member's immediate supervisor, and Human Resources. Repeated offenses are in violation of Board Policy and punishable by disciplinary action.

Morton College recognizes that individuals may require help to quit smoking. Referrals for smoking cessations and educational materials are available through the Morton College Health and Wellness Program: Quitting Smoking; Blue Cross and Blue Shield of Illinois "Fit Facts Brave the Crave". If your craving for nicotine continues, call 800-QUIT-NOW (800-784-8669) for help.

## **Medical Marijuana**

Medical marijuana which is prescribed for healing purposes is prohibited at Morton College even though there may be state laws which permit its use. Please refer to HR-0027 (Medical Marijuana) for more information. Any questions can be directed to Human Resources or the Campus Safety Office.

## **Right to Know**

The Illinois Toxic Substances Disclosure to Employees Act, often called the Illinois Right to Know Law, recognizes Employees' right to know about the toxic substances with which they may come into contact. Information about the proper methods to handle these substances or how to treat an accidental exposure is available in the Campus Safety Office.

## **Family and Medical Leave Act of 1993**

Morton College complies fully with the Family and Medical Leave Act of 1993 (FMLA) and all of its revisions. The following describes an Employee's rights under FMLA.

### **Introduction**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. An eligible employee may take up to 26 workweeks of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons.

Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and works at a location where the employer has at least 50 employees within 75 miles.

### **Reasons for Taking Leave**

Unpaid leave must be granted for any of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- A serious health condition that makes the employee unable to perform the employee's job.

- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

In accordance with Section 13.10 Family Medical Leave Act (FMLA) of the Classified Staff BUA, all paid leave and vacation shall be taken concurrently with Family Medical Leave. Non-Union Employees are required to use paid leave as well.

## **Advance Notice and Medical Certification**

The employee should provide advance leave notice and medical certification. The employee ordinarily must provide 30 days advance notice when the leave is “foreseeable.” An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer’s expense) and a fitness for duty report to return to work.

## **Job Benefits and Protection**

For the duration of FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan.” Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave unless the employee informs the employer of their intent not to return to work at the end of their leave period or the employee fails to return to work at the end of their leave period.

## **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA; discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## **Illinois Pregnancy Fairness Law (IPFL)**

Employees who are pregnant may request accommodations for their condition under the Illinois Pregnancy Fairness Law. Accommodations are determined by the recommendation of the doctor

and the operational needs of the College. Employees should contact Human Resources for more information.

## **Educational Loan Default**

Morton College complies with Public Act 85-827 which requires that “any employee of a State agency who is in default on the repayment of any educational loan for a period of 6 months or more and in an amount of \$600 or more shall, as a condition of employment, make a satisfactory loan repayment arrangement with the maker or guarantor of the loan.” According to the Act, “Educational loan means any loan guaranteed by the State Scholarship Commission under the Higher Education Student Assistance Law, any education loan made by an institution of higher education from the proceeds of a loan to the institution by the Illinois Independent Higher Education Loan Authority Act, or any other loan from public funds made for the purpose of financing an individual’s attendance at an institution of higher education.”

## **Section 3: Benefits and Compensation**

### **Classified Employee Benefits**

The benefits described here are meant to reflect the benefits offered to Full-time Classified Employees per the Board Union Agreement (BUA). The BUA supersedes any contradicts that may exist. Part time and temporary employees are not entitled to these benefits, unless otherwise stated.

### **Administration of Leaves**

Although the leaves of absence are granted using a “per day” scale, the utilization of leave plans will be deducted in hours. All leave plans will be administered using an eight (8) hour day method. Every day awarded will be equal to eight (8) hours of leave time (1 day = 8 hours).

The actual hours worked will not be affected by this section and will be governed by HR-0014 (Hours of Work) and Section 2 of this handbook. The hourly rate will not be affected. For the purpose of the State University Retirement System (SURS) reporting, any hours in the sick leave bank will be converted to days using the same method described above.



## **Vacation Leave**

A Full-time Classified Employee receives paid vacation leave according to the following schedule:

<u>Length of Service</u>	<u>Vacation Leave</u>
1 through 11 months	5/6 days per month
1 through 5 years	10 days per year
6 through 10 years	15 days per year
11 through 15 years	18 days per year
16 years and over	20 days per year

Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by a Full-time Classified Employee's Supervisor, area Administrator, and the appropriate Vice President. Vacation leave in excess of two continuous weeks ordinarily is not granted unless approved by the Vice President/Provost.

All unused vacation may be carried over for six months by regular full-time employees and up to a maximum of ten (10) days may be carried over to the next year. Failure to use accrued Vacation within the prescribed time shall result in a loss of said accrued vacation except as prescribed herein. All unused vacation leave, computed at a Full-time Classified Employee's daily rate of compensation, is paid to the Full-time Classified Employee or beneficiary in the event of termination, retirement, or death. Vacation leave for a Classified Employee who terminates employment prior to the end of the benefit year is prorated.

## **Sick Leave**

A Full-time Classified employee earns paid sick leave at the rate of one (1) day per month worked. Unused sick leave carries over into the next benefit year. There is no maximum limit on the amount of sick leave that can be accumulated.

When a Classified Employee is unable to report to work because of illness or injury, the Supervisor (or the Campus Safety Office when the Switchboard is closed) must be notified as soon as possible, but no later than 15 minutes after the Classified Employee's shift is scheduled to begin. The Supervisor should be notified each day that a Classified Employee is absent from work.

Morton College reserves the right to require a Classified Employee to furnish a physician's statement describing the nature of the illness or injury and indicating when the Classified Employee may return to work. Morton College may also require a Classified Employee to visit a physician chosen and paid for by Morton College to verify illness or injury. When a physician's statement is

required as proof of illness or injury, paid sick leave will be suspended until the statement is received and approved by the Director of Human Resources. Misuse of sick leave or falsification of documents may result in the loss of pay for the period of time in question or other disciplinary action including termination of employment.

As a general practice, routine dental and medical appointments should not be scheduled during regular work hours. If this is impractical, then medical appointments scheduled during regular work hours will be charged to sick leave. Whenever possible, such appointments should be made early or late in the work day. Sick leave requests must be approved by the Classified Employee's Supervisor, area Administrator, and the Vice President/Provost.

While on vacation, days on which Full-time Classified Employee is confined to a hospital or residence because of a major illness or injury are charged to sick leave. A statement from the treating physician is required in such cases. When a holiday observed by Morton College occurs during a period of extended illness or injury, the day off is not charged to a Classified Employee's sick leave.

Absences due to an illness or injury covered by the Workers' Compensation Act are not charged to a Full-time Classified Employee's sick leave.

When a Full-time Classified Employee terminates employment at Morton College, the State Universities Retirement System (SURS) is notified of all unused sick leave. Unused sick leave is used by SURS to calculate a Classified Employee's service credit and retirement benefits. Upon resignation, retirement, or dismissal, no compensation for unused sick leave is provided by Morton College.

## **Sick Leave Categories**

Changes to Illinois Law has affected how State Universities Retirement System (SURS) uses sick days towards retirement. Effective June 1, 2014, SURS will not allow sick days to be used towards retirement that weren't originally awarded as sick days. Morton College converts personal days and vacation days of some employee groups to sick days. To comply with this change, Morton College has established two (2) categories of Sick Leave:

**"SURS Qualified Sick Days"**: These are sick days originally earned by employees as sick days and can be carried over without limit at the end of each Fiscal Year. Upon termination of employment from Morton College, for any reason, these days will be reported to SURS for Service Credit Time, with a maximum of 180 days. The balance of the days are lost, without compensation.

**“Morton College Institutional Sick Days”:** These are sick days that are granted to the employee as a conversion of Personal or Vacation Days not used during a Fiscal Year. These “Morton College Institutional Sick Days” can be used by employees as sick days. The “Morton College Institutional Sick Days” are not recognized by SURS and cannot be converted into SURS Service Time, and will not be reported to SURS. Upon termination of employment from Morton College for any reason the balance of the days are lost, without compensation.

Morton College has created a new sick leave plan entitled **“Sick-Non SURS” (SICN)** in Colleague. The Morton College Institutional Sick Days will be added to this plan. When an employee uses a sick day, the SICN plan will be exhausted before any SURS Qualified sick days are used.

## **Disability Leave (including Maternity)**

A Full-time Classified Employee who is judged by a physician to be unable to work because of a temporary or permanent disability, is eligible for benefits provided under FMLA, and has exhausted all other entitled leaves (i.e., sick, partial sick, and vacation) is placed on disability leave for a maximum of one year. While on disability leave, a Full-time Classified Employee must submit, as requested, a physician’s statement indicating ability to work. Morton College reserves the right to require a Classified Employee to visit a physician chosen and paid for by Morton College to verify disability.

No compensation is paid by Morton College to a Full-time Classified Employee on disability leave. However, all medical and life insurance benefits remain in force provided that the Full-time Classified Employee makes any necessary employee contributions. Before returning to work, a Full-time Classified Employee on disability leave must provide the Director of Human Resources with a physician’s statement indicating approval to resume all job duties.

If upon the termination of a disability leave it is not possible for a Full-time Classified Employee to return to the same position, all reasonable efforts will be made to arrange a transfer to a comparable position with approximately the same salary range.

Sick, partial sick, personal emergency, and vacation leaves do not accrue while a Full-time Classified Employee is on disability leave.

## **Personal Emergency Leave**

A Full-time Classified Employee is credited with two (2) days of personal emergency leave each benefit year. Personal emergency leave may be used to accommodate events such as critical illness or marriage in one's immediate family, transportation difficulty, court attendance, or other emergency situations which cannot be taken care of during non-work hours. Whenever possible, personal emergency leave requests should be submitted and approved in advance. Unused personal emergency days shall be converted to sick leave (Sick Non-SURS) days at the end of the fiscal year.

## **Bereavement Leave**

### **A. Family Members**

In the event of a death of an employee's spouse or domestic partner, child, or parent (and the respective step equivalent of the same), the employee shall be entitled to time off as bereavement leave up to five (5) paid work days. In the event of the death of the parents of the employee's spouse or domestic partner, or the death of the employee's siblings, grandparents, relative living in the employee's household, step equivalent of the same, and comparable relatives in the spouse's family, the employee shall be entitled to time off as bereavement leave up to three (3) paid work days. If more days are needed, an employee may use any accumulated personal leave and vacation days. If still more days are needed, the immediate supervisor and the Director of Human Resources may allow an employee to use accumulated sick leave.

### **B. Other Relatives**

Personal leave days may be taken to attend the funeral of relatives not specified in Section 13.3A. In the event that an employee has previously used his personal leave days, approved accumulated sick leave or vacation leave may be used.

### **C. Interruption**

An employee, at his/her option, may interrupt or terminate a vacation leave in order to take bereavement leave.

## **Jury Duty**

A Full-time Classified Employee who is selected for jury duty suffers no loss of pay. Evidence of payment for jury duty must be submitted to the Director of Human Resources.

## **Other Leave**

Under unusual circumstances, a Full-time Classified Employee may be granted an unpaid leave not to exceed three months. Medical and life insurance benefits remain in force during such leaves provided that the Full-time Classified Employee pays all required premiums, including those amounts which the Board of Trustees normally contributes. A request for unpaid leave must be approved by the Supervisor, area Administrator, Vice President/Provost, and President.

## **Holidays Observed**

The following days have been approved by the Board of Trustees as paid holidays and days off for Full-time Classified Employees:

- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day (and the Friday immediately following)
- Christmas Break (10 days – four days are considered holidays):
  1. Christmas Eve
  2. Christmas Day
  3. New Year's Eve
  4. New Year's Day
- Martin Luther King's Birthday
- Presidents Day
- General Casimir Pulaski Day
- \*The Friday before the Sunday after the full moon that occurs on or after the spring equinox on March 21. If the full moon falls on a Sunday, the following Friday is given as a holiday.
- Memorial Day
- Independence Day

A Full-time Classified Employee must work the day before and after a holiday or be on an approved paid leave to receive compensation for the holiday. If a holiday falls on a day when a Full-time Classified Employee is not normally required to work, the employee shall take the day as a floating holiday within the calendar month the holiday occurred. From time to time, commemorative days may be designated by the Board of Trustees.

## **Insurance**

A Full-time Classified Employee receives the following insurance benefits:

- The Board agrees to provide medical benefits including, but not limited to, medical, dental, vision and long-term health care insurance
- Term life insurance provided by the Board of Trustees at no cost to the Full-time Classified Employee in the amount of \$50,000 or the amount equal to the Employee's salary (rounded down to the nearest thousand), whichever is greater. Additional term life insurance for self and dependents (optional at the time of employment, by application, and during open enrollment periods) can be obtained and the premiums paid by the Full-time Classified Employee.
- Dependent health insurance (optional – 75% of the cost paid by the Board of Trustees, the remainder paid by the Full-time Classified Employee electing this coverage for dental and vision) – HMO or PPO plan are available.
- Optional continued medical insurance coverage (i.e., COBRA) after the occurrence of specified qualifying events (e.g., termination of employment). Details are available from the Human Resources Department.

## **Flexible Benefits Program (IRS Section 125)**

A Full-time Classified Employee is eligible to participate in Morton College's Flexible Benefits Program. The Program includes premium conversion, medical reimbursement and dependent care components; and conforms to provisions contained in IRS Section 125.

## **State Universities Retirements System (SURS)**

In most cases, a Classified Employee is required to join SURS on the first day of employment. 8.5 % contribution. Informational brochures describing the various benefits provided by SURS are available on the website [www.surs.org](http://www.surs.org), phone 1-800-ASK-SURS.

In most cases, employees who does not qualify to participate in SURS is required to contribute to Social Security.

## **Tuition Waiver/Reimbursement and Professional Development**

A Full-time Classified Employee, spouse, or income tax dependent, may receive a tuition waiver for credit and non-credit courses offered by Morton College. A Full-time Classified Employee is responsible for the payment of all required course fees and books. Tuition wavier forms are available in the Human Resources Office.

A Full-time Classified Employee is also entitled to full reimbursement for tuition and books for one class per semester for job related courses approved by the Supervisor, an Administrator, and Vice President/Provost that is taken outside of Morton College at another fully accredited college. In no case shall the reimbursement exceed the employee's out-of-pocket expense. In no case shall reimbursement exceed three thousand dollars (\$3,000) per academic year. Reimbursement is made after the bargaining unit member presents evidence of successful completion of the course to the Director of Human Resources. Successful completion is defined as obtaining a "C" or better in a graded class and a "Pass" in a pass/fail class.

A Full-time Classified Employee is entitled to a maximum of three hundred and seventy-five dollars (\$375.00) during the benefit year for professional expenses including, but not limited to, seminars, workshops, books, and fees for courses taken at Morton College, and courses for approved job-related activities. Reimbursement for authorized expenses will be made upon presentation of required documentation to the Director of Human Resources. Employees may assign to another Employee, part or all of the three hundred and seventy-five dollars (\$375.00). The assignment must be in writing and pre-approved by the Supervisor of the Department, Department of Human Resources and the appropriate Vice President/Provost. The employee may receive no more than three hundred and seventy-five (\$375.00) in assigned money. The assigned money must be used for job related tuition, workshops and seminars.

## **Fitness Center**

All Classified Employees are eligible to use the fitness center at the Vais Gymnasium at no charge. This benefit is not extended to family members and/or friends.

## **Direct Deposit**

A Classified Employee is eligible to participate in Morton College's Direct Paycheck Deposit Program. Information regarding this benefit and authorization forms are available in the Business Office or Human Resources.

## **Credit Union**

A Classified Employee is eligible to apply for membership in the Great Lakes Federal Credit Union. Information regarding this benefit and application materials are available in the Human Resources Office or at [www.glcu.org](http://www.glcu.org).

## **College Savings Account**

A Classified Employee is eligible to participate in the Bright Start College Savings plan. This account allows Employees to save money for college for using pre-tax dollars. For more information contact Human Resources or visit the Bright Start website at [www.brightstartsavings.com](http://www.brightstartsavings.com).

## **Employee Assistance Program (EAP)**

Morton College provides an avenue of confidential professional assistance to the employee and his/her immediate family members whose personal problems interfere with life on and off the job. The program is administered by Health Management Systems of America (HMSA). All referrals, interviews and records concerning Classified Staff employees who participate in the EAP are strictly confidential. Employees can get confidential assistance 24 hours a day: 1-800-767-5320.

## **Tax-Sheltered Supplemental Retirement Account (Section 403b)**

Benefited Employees may participate in any tax-sheltered supplemental retirement account program offered at Morton College. The availability of these programs does not indicate Morton College's endorsement or recommendation. A Classified Employee who is considering participation in a tax-sheltered annuity program is advised to consult various rating services (e.g., A.M. Best, Standard and Poor, and Moody) before entering into any agreement. Information about this benefit is available in the Human Resources Office.



## **CURRENT ANNUITY COMPANIES – 403(b) Supplemental Retirement Plan**

### **Aetna Variable Ins. & Annuity Co.**

2525 Cabot Drive

Lisle, IL 60532

*Jim Molster* – (630) 245-4038

<http://www.aetna.com>

### **Great American Life Insurance Co.**

8905 W. Cermak Rd

North Riverside IL 60546

(800) 854-3649

Kristine Barba - (708) 442-6321

Cell (708) 227-6160

Fax (708) 442-6525

[www.galic.com](http://www.galic.com)

### **AXA Advisors**

1415 W. 22<sup>nd</sup> Street

Suite 550

Oakbrook, IL 60523

*Ted Soltys, Jr.* - (630) 954-6868

(630) 954-4097 – Fax

[www.equitable.com](http://www.equitable.com)

### **VOYA Financial**

2525 Cabot Drive

Suite 100

Lisle, IL 60532

Richard Lehr (773) 552-0814

(630) 245-4057 Fax

[Richard.lehr@voya.com](mailto:Richard.lehr@voya.com)

### **National Western**

119 E. Palatine Rd., Suite 112

Palatine IL 60067

James Alvarado

(847) 776-1551

[www.nationalwesternlife.com](http://www.nationalwesternlife.com)

### **VALIC**

500 W Madison

Suite 2850

Chicago, IL 60661

Lisa McPherson, AAMS –

Senior Financial Advisor

[Lisa.McPherson@valic.com](mailto:Lisa.McPherson@valic.com)

(630) 277-0063

Client Care Center (800) 448-2542

<http://www.valic.com>

### **Jackson National Life Insurance Co.**

1 Corporate Way

Lansing, MI 48951

Steve Roberts

(800) 873-5654

[www.jacksonnational.com](http://www.jacksonnational.com)

### **TIAA/CREF**

200 North LaSalle Street

Suite 1600

Chicago, IL 60601-1014

*Jolene Benson* (312) 345-5655

Toll free – 800-842-2005

<http://www.tiaa-cref.org>

## **Salary information**

### **Salary Increases**

Union Classified Employees' salaries are governed by the Board Union Agreement. Salary increases may be granted to Employees by the Board of Trustees. Employees are not entitled automatically to a raise. If salary increases are approved this is normally done at the beginning of the fiscal year. All salary increases depend on a variety of factors such as an Employee's job performance evaluation and length of service to Morton College.

### **Pay Period**

An Employee's annual salary is paid over 24 pay periods during the fiscal year. Specific pay dates are established for each fiscal year. Pay dates are the 15<sup>th</sup> of each month and the last business day of the month.

### **Hourly Wage and Timesheet /Electronic Record of Time**

A Part-time Classified Employee is paid an hourly wage and must complete a timesheet. These timesheets must be approved by the Employee's immediate Supervisor.

### **Payroll Deductions**

The following optional payroll deductions are available to a Classified Employee:

- Section 125 plans
- Credit Union
- Tax-Sheltered Annuity Contract
- Bright Start College Savings Plan

**MORTON COLLEGE  
BUSINESS OFFICE PROCEDURES  
REQUISITIONS, VOUCHERS AND PETTY CASH**

**GENERAL PURCHASE REQUISITIONS**

- 1) if under \$1,000, signed by initiator and responsible administrator
- 2) if over \$1,000, signed by all above and responsible vice president
- 3) requisitions of \$25,000 and over are subject to the provisions of Board Policy No. 5.3.1

**CHECK ISSUING VOUCHERS/TRAVEL VOUCHERS**

- 1) signed by initiator and responsible administrator
- 2) if over \$1000, signed by all above and responsible vice president

**OFFICE SUPPLY REQUISITION (VIA BOOKSTORE)**

- 1) if under \$200, signed by initiator and responsible administrator
- 2) if over \$500, signed by all above and responsible vice president

**PETTY CASH**

- 1) if under \$20, signed by initiator and responsible administrator
- 2) if \$20 to \$50, signed by all above and responsible vice president

**Please refer to Board Policy 5.3 – Purchasing Policy or contact the Business Office with any questions.**

**BIDDING**

Per Board Policy No. 5.3.1, “The Chief Fiscal Officer, under the direction of the President, may solicit estimates and proposals on all goods and services, which do not exceed \$25,000 in value and place orders based upon information thus obtained.”

Orders for goods and services exceeding \$25,000 in value but not excluded under Chapter 110, Act 805, Section 3-27.1 of the Illinois Compiled Statutes shall be subject to the bidding process outlined in said statute. The Board shall award all contracts for purchase of supplies, materials or work involving an expenditure in excess of \$25,000 to the lowest responsible bidder considering conformity with specifications, terms of delivery, quality, and serviceability.

In accordance with the Illinois Community College Act, a technology purchasing plan will be submitted to the Board on an annual basis.

## **Parking Regulations**

A Classified Employee is expected to be familiar with and to obey all campus parking regulations. A brochure explaining parking regulations is available from the Campus Safety Department.

## **Institutional Security Policies and Crime Statistics**

Institutional security policies and crime statistics are published annually by the Campus Safety Office on the Panther Portal and are available to all Classified Employees. For more information, contact the Campus Safety Office.

### ***Handbook Receipt & Acknowledgement***

*I \_\_\_\_\_ received a copy of the Morton College*

*Employee Handbook on \_\_\_\_\_.*

*This handbook contains policies and procedures that apply to me. I agree to read the handbook, become familiar with policies/procedures described, and follow them during my employment. I understand the College reserves the right to alter the handbook without prior notice.*

*I further understand that this handbook is not intended to create an employment contract between Morton College and myself, as an employee.*

\_\_\_\_\_  
*Employee Signature*

*Please sign and return this page to the Human Resources Office.*



Morton College  
3801 S. Central Ave.  
Cicero, IL 60804  
708.856.8000

