

**BOARD-UNION AGREEMENT**

between

**THE BOARD OF TRUSTEES  
MORTON COLLEGE  
COMMUNITY COLLEGE DISTRICT 527**

and

**THE MORTON COLLEGE ADJUNCT FACULTY  
ASSOCIATION, IEA-NEA**

**July 1, 2017 Through June 30, 2022**

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# **Article One**

## **Recognition and Definitions**

### **1.1 Recognition**

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 (henceforth referred to as "the Board") recognizes the Morton College Adjunct Faculty Association, IEA-NEA (henceforth referred to as the "Union"), as the exclusive bargaining representative for all part-time (Adjunct) faculty teaching College credit and non-credit classes (ABE, ESL and GED) for three (3) or more contact hours hired by Morton College ("College").

Specifically excluded from the bargaining unit are the College President, Provost, Vice-Presidents, Dean, and full-time faculty as well as supervisors, managerial, and confidential employees as defined by the Illinois Education Labor Relations Act ("IELRA").

### **1.2 Board of Trustees Legal Authority and Representatives**

The Board and the Union recognize that the Board shall retain whatever rights and authority are necessary for it to effectively carry out its responsibilities granted to it by the Illinois Public Community Colleges Act and other applicable laws, except as limited by the written provisions of this Agreement.

### **1.3 Determination of the Bargaining Unit**

Each semester, the Board shall determine membership in the bargaining unit, based upon the criteria in Section 1.1 of this contract, and shall notify the Union of the unit determination by September 1<sup>st</sup> of the Fall Semester and February 1 of the Spring Semester. Bargaining unit lists shall be provided to the Union electronically and include the academic departments, assigned classes, specific date of hire, lane placement, rate of pay, personal email address (provided by the Adjunct Faculty Member), primary (home/cell) phone number (provided by the Adjunct Faculty Member), and home addresses of each Adjunct Faculty Member.

### **1.4 Probationary Period**

The first two (2) semesters (Fall and/or Spring) of teaching by an Adjunct Faculty Member shall be the Probationary Period. The Probationary Period may be extended by the Employer for two (2) additional teaching semesters (Fall and/or Spring), provided the College notifies the Adjunct Faculty Member and the Union President or designee prior to the expiration of the Adjunct Faculty Member's second (Fall and/or Spring) teaching semester. An Adjunct Faculty Member working in his/her probationary period shall be defined as a Probationary Employee.

- a) During the Probationary Period, an Adjunct Faculty Member's seniority shall not be included with non-probationary Adjunct Faculty.
- b) Seniority of Probationary Employees shall be pooled with only Probationary

Adjunct Faculty Members.

- c) When the Adjunct Faculty Member has satisfied the Probationary Period, his/her seniority shall be included with other non-probationary Adjunct Faculty Members.

## **Article Two**

### **Union-Board Relations and Union Activities**

#### **2.1 Union Board Relations**

The Board and the Union shall not interfere with, intimidate, restrain, coerce, or discriminate against the Adjuncts or District 527 or the Board because of membership or non-membership in the Union.

The Union shall indemnify, defend, and hold the Board harmless against any claim, demand, suit, cost, expenses, 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 2.10 in reliance on any notice, letter, or authorization forwarded to the Board by the Union pursuant to Section 2.10; and including any charge that the Board failed to discharge any duty owed to its employees arising out of any deduction.

It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Employer.

#### **2.2 Statistics and Records**

The Board shall make available to the Union upon its request statistics and records which are public information and which are relevant to negotiations or necessary for the processing of a grievance or the enforcement of the terms of this agreement within a reasonable amount of time.

#### **2.3 Union Release Time**

- 2.3.1** Nine (9) hours of release time shall be allocated to the Union for distribution as it sees fit for use during the last six (6) months of the contract for negotiations and suffer no loss in pay.
- 2.3.2** Up to the total of nine (9) hours of release time shall be available collectively to the union officers during each semester (three (3) hours during the summer) and suffer no loss in pay.
- 2.3.3** The Grievance Chair and all bargaining unit members who are called to attend an Arbitration hearing by either party as a witness or technical advisor shall be released for the time spent at the hearing and suffer no loss in pay.

**2.3.4** If approved by his/her department head, release time will be provided to one (1) elected/designated Union delegate to attend leadership training at the annual NEA Representative Assembly, the annual IEA Representative Assembly, and/or the National Higher-Ed Conference without having to take personal time.

## **2.4 Facilities and Equipment**

The Union may make use of College facilities and equipment to hold meetings and to conduct Union business within the guidelines of established Board policy.

## **2.5 Union Bulletin Board**

The Union shall be provided with bulletin board space to post notices and other materials related to Union activities in the following Adjunct Faculty work areas: Adjunct Faculty Office, Adult Education Faculty Resource Room, Morton College Mail Box Area, and Human Resources Department. The bulletin board space shall be labeled for Union use and only Union representatives shall have authority to post materials on the bulletin board, in accordance with College non-solicitation policies and procedures. All notices and materials must be signed or initialed by an authorized Union representative.

## **2.6 Union Use of Campus Mail Boxes and College Electronic Communications**

Union representatives shall have the right to place appropriate Union material in Adjunct mail boxes, hand deliver to off-site members via Site Supervisors, and to use College electronic communication, subject to the Board policy on Information Technology Usage Policy and all other applicable Board and College policies. Any distribution must not be disruptive to College operations. All Union material placed in mail boxes must be Union related. Materials must be identified as official Union materials and must not include any information relating to political candidates or campaigns or contain derogatory information.

## **2.7 Board Meeting Agenda Distribution**

The Board shall furnish the Union President with a copy of the Board meeting agenda in advance of each regular or special Board meeting and notification in advance of a special meeting of the Board.

## **2.8 Non-Discrimination**

The Board and the Union agree that they shall continue their practice of not illegally discriminating on the basis of race, color, ethnicity, age, religion, national origin, ancestry, citizenship status, gender, marital status, parental status, military status, veterans status, genetic information, order of protection, physical or mental disability (actual or perceived and unrelated to ability to perform the job), sexual orientation, or any other class protected by applicable state or federal law.

## **2.9 Deduction of Union Dues**

The Board shall deduct Union dues from the pay of each Adjunct from whom it receives written authorization, such deduction to be effective no later than thirty (30) calendar days after its receipt and to continue pursuant to its terms until amended or revoked. A list of the employees for whom deductions have been made and accounting of amounts collected and of amounts due shall be forwarded to the treasurer of the Union no later than fifteen (15) calendar days after such deductions have been made. The Union agrees to refund to the Board any dues which may have been erroneously remitted to the Union.

## **2.10 Meeting with President or Designee**

The President of the College and/or his/her designated representative shall meet with the President of the Union and/or his/her representatives, at the request of either party, to discuss matters relating to the implementation of this Agreement or other matters of mutual concern at a mutually agreeable time and place. Upon request, either party shall indicate in advance the item(s) which it desires to discuss.

## **2.11 Distribution of Contracts**

The Board shall furnish one (1) hard copy of the contract to the Union President and one (1) electronic copy to every member of the bargaining unit. Additional electronic copies may be requested through the Human Resources office with ample notice. A copy of the contract will be posted on the College's website.

## **2.12 No Strike**

The Union agrees that during the life of this Agreement, it will not authorize, instigate, promote, sponsor, or condone any illegal strike, work stoppage, or other concerted refusal to perform work by any Adjunct Faculty Member, and the Board agrees it will not lock-out any Adjunct Faculty Members.

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.

## **2.13 Adjunct Meeting Participation**

At meetings hosted by the College specifically for Adjunct Faculty Members, the Union shall have an information table and the right to address briefly those in attendance, provided the same does not interrupt operations of the College.

## **Article Three 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:

1. determine the purpose, mission, object, policies, and reasonable work rules and regulations of the College;
2. determine the facilities, method, means, equipment, procedure, and personnel required to conduct the College programs;
3. 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;
4. direct, supervise, schedule, and assign the work force;
5. establish standards and criteria for performance including but not limited to program accreditation;
6. maintain the discipline and efficiency of the employees and the operation of the College;
7. establish, change, combine, or abolish programs;
8. establish educational policies, goals, and objectives based upon the College's mission;
9. take action on any matter in the event of an emergency;
10. 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; and
11. 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.

Any change in the bargaining unit's wages, hours, and other terms and conditions of employment which are considered mandatory subjects of bargaining must be negotiated with the Union.

## **Article Four Professional Responsibilities**

### **4.1 Academic Year**

Adjunct Faculty Members are hired to teach the same number of days and exam days as the full-time faculty and as designated by the College based on the State of Illinois requirements.

4.1.1 Adjunct Faculty Members who teach Adult Education courses shall teach eight (8) week sessions as assigned.

4.1.2 Each semester, the administration may require Adjunct Faculty to attend up to sixteen (16) hours of training, which may include orientation, at the per hour rate of pay designated in Article Eleven Section 11.2 of this agreement. The scheduling of this training shall be mutually agreed to by the Adjunct Faculty and the College. Orientation shall be mandatory for newly hired Adjunct Faculty.

### **4.2 Teaching Responsibilities**

Adjunct Faculty Members shall:

- a. Utilize Departmental syllabus template (as provided by the College), approved textbooks, and supplemental materials. Changes to course curriculum may only be made by full-time faculty through the Curriculum Committee.
- b. Submit personalized course syllabi to the Dean's Office in electronic format according to their Dean's timeline instructions.
- c. Distribute and review comprehensive course syllabus to students no later than the first week of the course.
- d. Be provided by their appropriate Dean with current Course Data Forms which Adjunct Faculty Members shall be required to follow.
- e. Adhere to the printed course schedule meeting times and location; classes should not be released early or cancelled except in emergency situations where the Dean's Office is notified.
- f. Obtain approval for any substitute teachers or guest speakers from the Department Chair's or Dean's Office.
- g. Maintain a grade book in electronic or hard copy, as designated by the College, for all courses. Individual assignment grades and final grades are to be recorded in the grade book.
- h. Take student attendance each day and record it in the roster provided by the College.

- i. Submit accurate and certified 10<sup>th</sup> Day Attendance Verification and Mid-Semester Class Roster or other report as mandated by the governing authority or as otherwise required by the College, including but not limited to the required paperwork/reports for court-mandated schooling, student counseling/referrals, student financial aid, and disability accommodations.
- j. Give final examinations at the time and on the date so indicated during the final examination week unless the Adjunct Faculty Member has received written permission from the Provost (or his/her designee) to give the final exam at an alternative time. Such a request must be submitted to the Provost (or his/her designee) at least two (2) weeks prior to the final examination week; a copy of the College's approval or denial shall be forwarded to the College's Adjunct Faculty Union President and/or designee.
- k. For face-to-face classes, respond to emails from students, staff, and College Administrators in a timely manner while classes are in session. Save all email correspondence. For online classes, respond in the timeline set forth in the College's policies and procedures regarding online classes.
- l. Check assigned College mailbox weekly and keep password updated so use of College email is not interrupted. Check the Panther Portal when instructed.
- m. Communication with students:  
Notwithstanding anything contained herein, Adjunct Faculty Members shall use their College email or College-designated system as their primary form of electronic communication for College-related business. Adjunct Faculty Members shall not communicate with their students about College-related business on personal social networking or media sites.
- n. At a minimum, the BlackBoard posting shall include the course syllabus and instruction contact information.

### **4.3 Maintain Qualifications**

It is the professional responsibility of each Adjunct Faculty Member to maintain all applicable certificates and/or licenses necessary to qualify the Adjunct Faculty Member to teach in his/her discipline.

### **4.4 Accreditation Activities**

It is the professional responsibility of each Adjunct Faculty Member to contribute to and cooperate with the committees formed to insure the continued Accreditation of the College.

### **4.5 Consultation Hours**

Adjunct Faculty Members shall provide consultation for each course taught. Consultation may be in person, on-line, or via telephone. All Adjunct Faculty Members shall advise

their students in writing, which may be included on the course syllabus, on Blackboard, or via PantherPortal, of their consultation hours during the first week of each semester and record the same with the Dean. For consultation time, Adjunct Faculty Members who teach a minimum of three (3) credit hours shall be paid one half-hour (30 minutes) total (not per course) for each week of the semester in which they teach. Payment for consultation hours shall not be retroactive under this Agreement. Eligibility for payment shall begin the semester after the Parties fully execute this Agreement. Payment will be made in one lump sum as a separate stipend, not added to base wages, within thirty (30) calendar days after the end of the semester (Fall, Spring, Summer) for which it is due. The thirty (30) minutes of compensation shall be calculated based upon the compensation rates in Article 11.7 (ECH x .03).

#### **4.6 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.

Except in documented emergencies, reasonably acceptable to the College 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 Adjunct Faculty Member's grades are not turned in on the due date, the President or designee shall send the Adjunct Faculty Member an overnight express letter and an email to the Adjunct Faculty Member's College email to notify the Adjunct Faculty Member that he/she shall be subject to discipline.

#### **4.7 Policies**

Adjunct Faculty Members shall follow Morton College Board Policies and the Academic Honesty Policy as outlined in the Morton College Student Handbook.

Prior to the implementation of any changes in Board policy that impact on the wages, hours, or terms and conditions of employment of bargaining unit members, the College will notify the Union President or designee of the proposed change(s).

#### **4.8 Independent Study or Course by Arrangement**

Independent study shall be defined as 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 of ECH is as follows:

- # of students X # of credits divided by ten (10) = ECHs

OR

- (# of students X # of credits) X .1 = ECHs

For example: 1 student, 1 credit = .1 ECH

4 students, 3 credits = 1.2 ECHs

3 students, 5 credits = 1.5 ECHs

This calculation shall be done on the tenth (10<sup>th</sup>) 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, and no more than one independent study course per faculty per semester shall be allowed, unless more than one is approved in writing by the Dean.

## **Article Five Grievance Procedure**

### **5.1 Formal Grievance Procedure**

A grievance is defined as an alleged violation, misinterpretation, or misapplication of a specific article or section of this agreement.

The grievance shall be in writing and shall:

- 1) describe the alleged violation in detail,
- 2) cite the specific provision(s) of the Agreement allegedly violated, and
- 3) indicate the requested remedy.

Individual members shall sign their name to any grievance which they file. When the Union files a grievance involving an individual member or a group of members, the grievance shall be signed by the Union President, or his/her designee. If the Union is not the grievant, a copy of the grievance shall be sent to the Union President or designee by the grievant concurrent with its filing. The Board shall not take any reprisals against any Adjunct Faculty Member or other College employee as a consequence of the filing of a grievance or participation in the grievance processing under this Article of the Agreement.

When the Union files a grievance involving an individual member or a group of members, the grievance shall be signed by the Union President. If the Union is not the grievant, a copy of the grievance shall be sent to the Union President by the grievant concurrent with its filing. The Board shall not take any reprisals against any Adjunct or other College employee as a consequence of the filing of a grievance or participation in the grievance processing under this Article of the Agreement.

## **5.2 Time Limits**

No grievance shall be processed unless it is submitted within thirty (30) school days of the occurrence of the event giving rise to the grievance or of the date 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. For purposes of Article Five, "school days" is defined as Monday through Friday 24-hour business days when classes are in session. 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.

## **5.3 Step One**

The grievance shall be submitted in writing to the Adjunct Faculty Member's immediate supervisor within thirty (30) school days of the occurrence of the event giving rise to the grievance or of the date when such event could reasonably have been ascertained or become known to the grievant. The administrator shall convene a meeting with the grievant to review the grievance provided such meeting is scheduled no later than ten (10) school days after receipt of the grievance. The administrator shall provide the grievant a written response to the grievance with a copy to the Union President or designee no later than ten (10) school days after such meeting.

## **5.4 Step Two**

If the grievance is not resolved at Step One, the grievant may within ten (10) school days of receipt of the 5.3 answer, appeal such grievance to the next administrative officer in the line of authority in the Adjunct Faculty Member's teaching discipline. Such appeal shall be in writing and indicate the reason(s) therefore. The administrator shall respond in the same manner and time frame as set forth in Step One, provided that if further investigation is needed, additional time may be allowed if agreed upon by both parties.

## **5.5 Step Three - President**

If the grievance is not resolved at 5.4, the grievant may, within ten (10) school days of receipt of the Step Two answer, appeal such grievance to the College President or his/her designee. Such appeal shall be in writing and indicate the reason(s) thereof. The College President shall respond in the same manner and time frame as set forth in Step One.

## **5.6 Step Four - Board**

If the grievance is not resolved, the affected Adjunct Faculty Member may within ten (10) school days of receipt of the answer appeal to the Chairperson of the Board of Trustees. Such appeal shall be in writing and indicate the reason(s) therefore. The Board of Trustees shall within thirty-five (35) calendar days of the receipt of an appeal, 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.

## **5.7 Step Five - Arbitration**

If the Union is not satisfied with the disposition of the grievance at Step Three, or when applicable Step Four (in the case of the discipline or dismissal of an Adjunct Faculty Member), it may submit the grievance to arbitration by filing a demand for the same with the President or designee within forty five (45) calendar days of the Step Three answer or if applicable, Step Four answer and request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). Each party may reject the panel of arbitrators offered by FMCS one time and request an alternate panel. After the parties have exercised their option to reject a panel of arbitrators, they shall attempt to agree upon an arbitrator from the panel(s) provided by FMCS or shall alternately strike names from the panel. The parties shall determine who strikes first by a flip of a coin and alternate strikes until one name remains. The agreed upon arbitrator or the last name on the panel after names are struck shall be selected as arbitrator. Except as provided by law, the parties shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

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 regulations having the force and effect of law. The arbitrator's decision shall be final and binding upon the parties.

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.

If the grievant and/or the Union shall fail to appeal a grievance to the next step in a timely basis, the grievance shall be deemed withdrawn. If the Board shall fail to answer any grievance within the time stipulated, the grievance may be appealed to the next step.

## **5.8 Legal Proceedings**

The Union agrees that it shall exhaust administrative remedies provided in the contract to resolve disputes arising out of this agreement prior to any other avenue of redress.

## **Article Six Academic Freedom**

### **6.1 Intellectual Property Rights**

Any materials, processes, or inventions developed solely by the Adjunct Faculty Member's individual effort, on the Adjunct Faculty Member's own time, and at the Adjunct Faculty Member's own expense, shall be the sole and exclusive property of the Adjunct Faculty Member and may be copyrighted or patented, if at all, in his/her name.

The ownership of materials, process or invention produced solely for the College and at the College's expense shall vest in the College and be copyrighted or patented, if at all in the name of the College.

In those instances where materials, processes, or inventions are produced by an Adjunct Faculty Member with College support by way of use of significant personnel time, facilities, or other College resources, but without direct financial support in the way of a stipend or other assigned monies, the ownership of the materials, processes, or inventions shall vest in, and be copyrighted or patented, if at all, by the Adjunct Faculty Member. When the College chooses to provide support for such projects, the College may require the Adjunct Faculty Member to grant a non-exclusive license to the College for the use of the materials providing that the license shall not be for more than three (3) years.

Renewal of the license shall be contingent on the College providing adequate support for updating the material. If the support is financial, this will be a work-for-hire and, as such, the Adjunct Faculty Member and the College will negotiate an agreement of such ownership in good faith.

Regardless of what is contained herein, the legal principals of fair use shall apply.

### **6.2 Confidential Information**

The Union and its bargaining unit members shall abide by the Family Educational Rights and Privacy Act.

The Board and the Union and the Union's bargaining unit members shall not disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the 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 the 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.

### **6.3 Official Authority**

Bargaining unit members shall not willfully represent to third parties that his/her opinions are those of the 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.

### **6.4 Academic Freedom**

The parties recognize that the right of academic freedom carries with it corresponding institutional and individual duties and responsibilities.

Academic freedom, within the discipline subject matter for which the Adjunct Faculty Members are employed, shall be guaranteed to all Adjunct Faculty Members. No arbitrary limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning human societies, the physical and biological worlds, and other branches of disciplines, fields of study, or intellectual endeavors.

Subject to departmental and College policies and procedures and curricular guidelines and requirements, Adjunct Faculty Members shall be free to present instructional materials, with the knowledge of the immediate supervisor, supplemental materials which are pertinent to the subject and level taught in their courses. Adjunct Faculty Members shall be expected to present facets of controversial issues in an unbiased manner within the scope of College-approved course objectives and discipline guidelines.

### **6.5 Student Grades**

Student grades as reported by Adjunct 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 ten (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 Adjunct Faculty Member cannot reach an accord with respect to same within ten (10) school days, the Dean shall be notified by the student. The Dean shall consult with the Adjunct Faculty Member.

If the Dean and the Adjunct Faculty Member fail to resolve the situation, then the Dean shall, within ten (10) school days, convene a committee comprised of three (3) full-time faculty members teaching in the same discipline, or a related discipline when there are less than four (4) faculty members teaching in the same discipline.

If the committee so convened by the Dean, fails to reach a satisfactory resolution, then the Adjunct Faculty Member or the student may, within ten (10) school days, appeal to the Provost. The decision of the Provost shall be final.

## **Article Seven**

### **Adjunct Faculty Member Rights**

#### **7.1 Personnel Files**

Only one (1) official personnel file shall be maintained in the Human Resources Department at the College for each Adjunct Faculty Member. Upon written request, an Adjunct Faculty Member shall have the opportunity of reviewing his or her file within the prescribed limitation of the applicable law. There may be a periodic review of all the material in the file by the Adjunct Faculty Member and the appropriate Administrator. No material relative to an Adjunct Faculty Member's conduct, service, or personality shall be placed in the official file unless the Adjunct Faculty Member has had an opportunity to read the material. This excludes confidential letters of recommendation that may have been received prior to an Adjunct Faculty Member's employment by the College. The Adjunct 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. An Adjunct Faculty Member shall have the right to respond in writing to any item placed in the employee's file. The Adjunct Faculty Member may request that the appropriate Administrator 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. Nothing which has been officially placed in the personnel file shall be permanently removed from the file without the mutual consent of the College President or designee and the Adjunct Faculty Member. An Adjunct 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 College President's secretary for reproduction of desired materials.

The personnel file shall be a confidential file the contents of which shall be shared only with the Adjunct Faculty Member's consent, except as required by law, court order of records, subpoena, or as necessary pursuant to the regular operations of the College. However, this shall not preclude the College from responding as required with regard to verification of employment.

#### **7.2 Union Representation**

Adjunct Faculty Members shall have the right to assistance and representation from duly authorized Union representatives at grievance meetings, investigatory meetings, or other meetings that may result in suspension, termination, or other disciplinary action, as applicable by law.

#### **7.3 Discipline**

The parties agree that the College has the authority to administer discipline, up to and including termination, for just cause. The Adjunct Faculty Member shall be notified in writing of the reason(s) for the disciplinary action. At the time such notice of disciplinary

action is placed in the official personnel file in the Human Resources Department, a copy of such material shall concurrently be provided to the Adjunct Faculty Member by the supervisor. The Adjunct Faculty Member shall acknowledge the receipt of such notice by signing it to acknowledge the receipt of the notice. The Adjunct Faculty Member's signature does not indicate agreement with the content of the document, only receipt of the document. The Adjunct Faculty Member shall have the right to respond to such notice placed in his/her official personnel file by submitting the response in writing within fourteen (14) calendar days of filing of such disciplinary notice. Such response shall be attached to the personnel file.

Probationary and Non-Probationary Adjunct Faculty Members shall have no right to appeal oral discipline.

Probationary Adjunct Faculty Members shall not have any rights to appeal discipline past Step Two of the Grievance Procedure set forth herein.

Non-Probationary Adjunct Faculty Members shall not have the right to appeal any written discipline past Step Three of the Grievance Procedure set forth herein.

#### **7.4 Adjunct Interviews for Full-Time Employment Positions**

When new full-time employment positions are authorized or an existing full-time position is to be filled, the position shall be advertised to the Adjunct Faculty Members and current Morton College employees on the Panther Portal for a period of at least five (5) working days, when the College is open, before offering the position in a public forum. Adjunct Faculty Members shall be notified by the College of such opening through the College's electronic e-mail. The College shall notify Adjunct Faculty Members of all open full-time positions at the College and shall notify in writing Adjunct Faculty Members who apply for such positions if they are not selected for such positions.

#### **7.5 Adjunct Office Space**

The College shall provide, based on availability, secure and shared office space within the College. Such office space will be equipped with a telephone and computer as available. The College will provide a space for a lockable file cabinet in the Adjunct Office Space for use by the Union President.

#### **7.6 Substitute Assignments**

The College shall allow Adjunct Faculty Members to teach as substitutes.

#### **7.7 Participation at Department Meetings**

Adjunct Faculty Members may participate in Department Faculty Meetings called by the Administration that are in the Adjunct Faculty Member's academic departments at the College, except for meetings exclusively relating to personnel issues. Notice shall be given in the same manner as it is for full-time faculty members. Attendance is not compensatory unless designated as a mandatory meeting by the Administration.

## **7.8 Course Development Rights**

Adjunct Faculty Members who develop online and/or hybrid courses shall adhere to the same rules and procedures as established for the full-time faculty.

## **7.9 Teaching Online and Hybrid Courses**

Adjunct Faculty Members shall have the right to teach online and hybrid courses in subject areas that they are qualified to teach, as long as the same are approved as online and hybrid courses by the College and designated as the same. Qualifications to teach online and hybrid courses shall be the same as required for full-time faculty to teach such classes. When teaching online and hybrid courses, Adjunct Faculty Members shall follow the protocol and policies developed by the College for teaching the same.

## **7.10 Termination of Adjunct Faculty Member Status**

An Adjunct Faculty Member shall lose his/her status as an Adjunct Faculty Member in the event:

- a. The probationary or non-probationary Adjunct Faculty Member resigns;
- b. The College decides to terminate the probationary status of an Adjunct Faculty Member as set forth in Section 7.3 herein, which shall be designated as a not for cause termination and which shall not be subject to the grievance and arbitration provisions of this Agreement;
- c. A break in service of more than three (3) consecutive semesters (excluding summer terms) as set forth in Section 8.8 herein; or
- d. Of a for-cause termination by the College.

# **Article Eight**

## **Class Assignments and Reassignments**

### **8.1 Length of Service**

Length of service is the number of semesters (excluding summer semesters) in which a bargaining unit member has been employed at the College without a break in service of three (3) semesters, excluding summer semesters.

Adjunct Faculty Members who teach for credit course must teach one (1) entire semester to receive service credit for one (1) semester.

Adjunct Faculty Members who teach Adult Ed must teach one (1) or more eight (8) week session per semester to receive service credit for one (1) semester. Adjunct Faculty Members who teach Adult Ed shall only receive one (1) semester of credit for teaching two (2) eight (8) week sessions in one (1) semester.

## **8.2 Workloads**

Adjuncts who teach for-credit classes may be assigned to teach up to but shall not exceed eleven (11) credit hours per semester, except in special circumstances at the discretion of the College.

- 8.2.1 Adjuncts who teach Adult Education courses may be assigned to teach up to, but shall not exceed, twenty-two (22) credit hours collectively in the Spring and Fall semesters.
- 8.2.2 In no case shall an Adjunct Faculty Member be assigned to teach more than the minimum hours required for full-time faculty status.

## **8.3 Seniority**

Bargaining Unit Members shall be classified into the following levels of seniority based on the number of semesters taught at the College (including summer sessions):

- Level 1: Bargaining Unit Members who have taught four (4) or less semesters.
- Level 2: Bargaining Unit Members who have taught five (5) to eleven (11) semesters.
- Level 3: Bargaining Unit Members who have taught twelve (12) to twenty (20) semesters.
- Level 4: Bargaining Unit Members who have taught more than twenty (20) semesters.

The College shall provide to the bargaining Union President or designee an updated seniority list by department prior to the start of the Fall Semester and the Spring Semester each year.

## **8.4 Future Assignments**

All class assignments to Adjunct Faculty Members shall be by seniority by date of hire, within each level (tier), as set forth in Section 8.3 of this Agreement, except as expressly stated otherwise in this Agreement. In an effort to make future assignments equitable to all Adjunct Faculty Members, seniority lists shall be given to the Union President or designee at the beginning of each semester.

### **8.4.1 For-Credit Adjunct Faculty Members' Availability for Assignment**

Prior to the semester midterm (the Spring midterm for both the Summer and Fall Semester assignments), the Department Chair shall request the Adjunct Faculty Member's interest in and availability for assignment(s) for the next semester. The Adjunct Faculty Member shall respond to the Department Chair within two (2) weeks of the request.

#### **8.4.2 Adult Education Adjunct Faculty Members' Availability for Assignment**

Prior to the semester midterm (the Spring midterm for both the Summer and Fall Semester assignments), the Dean of Adult Education or designee shall request the Adjunct Faculty Member's interest in and availability for assignment(s) for the next semester. The Adjunct Faculty Member shall respond to the Dean of Adult Education or designee within two (2) weeks of the request.

#### **8.4.3 Reassignment of Class**

There shall be no reassignment from one Adjunct Faculty Member assigned to a class to another Adjunct Faculty Member except: (a) to conform to the requirements of a contract; (b) if mutually agreed upon in writing by the College and the Adjunct Faculty Member originally assigned to the class; (c) if the Adjunct Faculty Member originally assigned to the class vacates the class; or (d) if the College determines that the Adjunct Faculty Member originally assigned to the class is not qualified to teach the class.

#### **8.4.4 Assignment of Two-Session Summer Adult Education Classes**

Notwithstanding any other provision of this Agreement, in the event that summer classes in Adult Education are divided into two sessions, the College will first offer an assignment for the second session to those Adjunct Faculty Members who did not receive a class during the first session, provided that such assignment does not violate the terms of this Agreement.

#### **8.5 Class Assignments**

The College acknowledges that a reasonable effort should be made to assure the assignment of courses to Adjunct Faculty Members who are qualified, who have had a continuing history of successful performance at the College, and who are available to teach at times that are consistent with the College's scheduling.

The College shall make offers of assignment to Adjunct Faculty Members who are qualified to teach available course sections and are available to teach at the times the course sections are offered as set forth below. For classes for credit that are being offered, the offers of assignment shall be made at least five (5) business days prior to the start of class. This timeline does not apply to non-credit classes and/or for credit classes on hold. For Adjunct Faculty Members who receive for credit class assignments but who do not receive their for-credit class assignments within this timeline shall be compensated one-hundred-fifty dollars (\$150.00), provided the assignment was not previously a class on hold.

Assignments of at least six (6) equivalent credit hours will be given, by the College, for the Fall and Spring Semesters to Adjunct Faculty Members who have requested an assignment of six (6) or more hours before offering assignments to new part-time faculty hires with equal or lesser qualifications to teach.

Adjunct Faculty Members requesting an assignment of six (6) credit hours shall receive this assignment before any Adjunct Faculty Member receives additional credit hours. If an assignment of six (6) credit hours cannot be provided to all Adjunct Faculty Members who request them, the most senior, qualified faculty who are available to teach at the times the courses meet will be given first priority.

Class assignment changes made to Adjunct Faculty Members shall be updated by the resending of an updated questionnaire and acceptance of those changes by the Adjunct Faculty Member back to the appropriate Dean.

#### **8.5.1 Assignment of Additional For-Credit Courses.**

If additional for-credit courses remain after all current Adjunct Faculty Members have been assigned six (6) credit hours, the courses will be offered in order of seniority, as defined in Section 8.3, to Adjunct Faculty Members who have requested more than six (6) credit hours and who are qualified and are available to teach them.

#### **8.5.2 Assignment of Additional Adult Education Courses.**

If additional Adult Education classes remain unassigned during an 8-week session after all current Adjunct Faculty Members have been assigned three (3) credit hours, the courses will be offered in order of seniority, as defined in Section 8.3, to qualified Adjunct Faculty Members who have requested more than three (3) credit hours and who are qualified and are available to teach them. Wherever possible, two-part Adult Education classes will be assigned to the same instructor for course and student continuity.

#### **8.5.3 Assignment of On-Line and Blended Courses.**

Adjunct Faculty who have developed on-line and blended courses shall be given priority to teach those courses before any other faculty member regardless of that faculty member's status or seniority. Other faculty may teach additional sections but have no intellectual property rights of the course being taught. Other faculty cannot bump the original developer unless the course interferes with a full-time faculty making load and all other options have been exhausted.

#### **8.6 Published Schedule of Classes**

A web-based schedule of classes shall be updated with the names of assigned Adjunct Faculty Members within twenty (20) days of accepting their teaching assignments. A reasonable effort will be made to do this prior to the start of classes

#### **8.7 Class Cancellation/Reassignment Rights**

The College shall advise an Adjunct Faculty Member if his/her assigned class, in a reasonable amount of time, is canceled or reassigned to a full-time faculty member. In the event that an assignment is canceled or withdrawn, an Adjunct Faculty Member shall be entitled to claim an unassigned course that he/her is qualified to teach.

The College shall notify the Adjunct if the class being offered is a contingency (Waiting)

course at the time it is offered.

The College recognizes that classes assigned but then withdrawn from an Adjunct Faculty Member may be classes for which the Adjunct Faculty Member has prepared. Therefore, if within five (5) calendar days or fewer before the first day of the class an Adjunct Faculty Member's assigned class is cancelled or is reassigned to a full-time faculty member who is in need of a class to complete a full load, and if a replacement class is not offered to the Adjunct, the College will pay a two hundred (\$200.00) dollar stipend for the withdrawn class.

The College will notify the Union via its President or designee when it cancels a class of an Adjunct Faculty Member.

### **8.7.1 Adult Education Class Cancellation**

If an Adult Education class is cancelled for a reason out of the Adjunct Faculty Member's control (e.g. weather, site issue), the Adult Education Site Supervisor shall notify the Adult Education Dean. The manner in which class instruction is made up shall be done in coordination with the Adult Education Dean and the Site Supervisor.

### **8.8 Break in Continued Service**

An Adjunct Faculty Member who does not teach any semesters (not including the summer terms) in three consecutive semesters shall lose his/her seniority, status as a bargaining unit member, and has no rights under this agreement. However, non-teaching semesters for an Adjunct Faculty Member who has not received a requested teaching assignment; or who has been "bumped;" or whose teaching assignment has been canceled or withdrawn, and for whom no alternative teaching assignment is available shall not count toward a break in service for the purposes of calculating the three (3) consecutive semesters constituting a break in service.

## **Article Nine Adjunct Evaluations**

### **9.1 Evaluation Process**

The Adjunct Faculty Member shall be evaluated on the schedule established by the College by his/her Dean, or the Dean's designee. Adjunct Faculty Members shall be notified in writing two (2) weeks in advance of the intent to observe and to evaluate. The time and place for the observation/evaluation conference shall be mutually agreed upon by the Adjunct Faculty Member and the person conducting the observation and/or evaluation. Following the classroom observation and the completion of the written evaluation, the Dean, or the Dean's designee, shall meet with the Adjunct Faculty Member to review the evaluation.

Additional observations and/or evaluations may be conducted if necessary. Reasons shall be given in writing for additional observations or evaluations prior to setting times and dates for the observation or evaluation. The results of the observation or evaluation

shall be in writing and given to the Adjunct Faculty Member. Adjunct Faculty Members shall have the right to respond to evaluations within thirty (30) school days of receipt of the written observation or evaluation.

## **9.2 Student Evaluations of Adjunct Faculty Members**

Adjunct Faculty Members shall receive copies of all student evaluations within twenty (20) school days of their completion or the close of the semester in which the evaluation was completed, whichever is later. Student evaluations of Adjunct Faculty Members may be used by the Dean, or designee, as part of the summative evaluation. However, such use will be discussed with the Adjunct Faculty Member who may respond prior to its submission to the summative evaluation. The Adjunct Faculty Member shall have the right to respond to the student evaluation(s) within thirty (30) calendar days.

## **9.3 Mentoring**

Adjunct Faculty members may mentor each other on a voluntary basis and without compensation paid by the College for the purpose of improving teaching of the mentee, but said feedback may not be used in the summative evaluation of the Adjunct Faculty Member.

## **9.4 Remediation of Teaching Deficiencies**

If the College seeks not to re-employ on a permanent basis a non-probationary Adjunct Faculty Member, the College shall notify the Adjunct Faculty Union and the Adjunct Faculty Member of his/her teaching deficiencies. If the College deems the deficiencies to be non-remediable, the College shall make known these non-remediable deficiencies in writing. If the College deems the deficiencies to be remediable, the Adjunct Faculty Member shall be given an opportunity to remediate his or her teaching deficiencies prior to notice of termination.

An opportunity to remediate shall involve the following steps: (1) the Adjunct Faculty Member and the Adjunct Faculty Union will be given specific guidelines on what teaching behaviors need to be corrected and specific expectations that must be met, (2) assistance the College may provide will be specified, where appropriate, and (3) the tools the College will use to determine if the deficiencies have been remedied (may include but are not limited to student evaluation ratings, classroom observation, currency in subject matter, etc.) The Adjunct Faculty Member will be given one (1) subsequent semester (which shall not include the summer semester) during which time the College shall evaluate the teaching performance of the Adjunct Faculty Member.

If, after such remediation period, the faculty member has not successfully used the specific guidelines set forth by the College to remediate the identified teaching deficiencies and meet the identified expectations, the Adjunct Faculty Member shall not be re-employed. If the Adjunct Faculty Member has successfully remediated the identified teaching deficiencies and met the identified expectations set forth by the College, the Adjunct Faculty Member shall enjoy continued employment at the College and be assigned courses in subsequent semesters in the usual and customary manner.

## **Article Ten Fringe Benefits**

### **10.1 Tuition Waiver**

Adjunct Faculty Members shall receive a tuition waiver for every one (1) course per semester at Morton College to be used the semester the Adjunct Faculty Member teaches or the following semester. The course may be for credit or non-credit. The Adjunct Faculty Member may assign this waiver to his/her spouse or tax dependent. The student is responsible for payment of all required course fees.

### **10.2 Jury Leave**

The Board agrees to pay each Adjunct Faculty Member serving on jury/witness duty, except when serving as a paid expert witness, when otherwise required to work at Morton College the difference between monies paid to a juror/witness and the Adjunct Faculty Members regular salary.

### **10.3 Military Leave**

Adjunct Faculty Members shall have rights to military leave in accordance with applicable state and federal law.

### **10.4 Peace Corp Leave**

Adjunct Faculty Members who participate in the Peace Corp shall, with notice to the College Human Resource Office of their return date, retain their seniority at the conclusion of their tour of duty.

### **10.5 Bereavement Leave**

#### **a) Family Members**

In the event of a death of an Adjunct Faculty Member's spouse or domestic partner, child, or parent (and respective step equivalent of same), the Adjunct Faculty Member shall be entitled to take off as bereavement leave up to five (5) paid work days.

In the event of the death of the parents of an Adjunct Faculty Member'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 Adjunct Faculty Member shall be entitled to take off as bereavement leave up to three (3) paid work days.

#### **b) Other relatives**

Other paid leave days may be taken to attend the funeral of relatives not specified in Section (a) above.

## **10.6 Paid Personal Days**

All Adjunct Faculty Members shall receive two (2) paid personal days for each full Fall and Spring Semester during which they work, and one (1) paid personal day for a full Summer semester during which they work. As of June 30 of each year, Adjunct Faculty Members may accumulate no more than ten (10) days of unused paid personal days. There shall be no restrictions on the time period in which unused accumulated paid days may be used. Personal days shall not be retroactive under this Agreement. Eligibility for payment shall begin the semester after the Parties fully execute this Agreement. No payment will be made for unused personal days.

## **10.7 Outside Professional Development**

The parties acknowledge the value of professional development of Adjunct Faculty in the pursuit of academic excellence, quality teaching, and service to the students and the community. Professional development activities will enhance Adjunct Faculty Members as teachers, scholars, leaders, and practitioners; Adjunct Faculty Members may submit requests for professional development activities that occur during any academic year in which they teach at least three (3) hours which shall not be unduly denied. Professional development activities may include professional travel, workshops, training, tuition, books, professional publications, and other professional activities and supplies, including the cost of any required or recommended licensing or certifications through ICCB provided such reimbursement is not in violation of any grants funding Morton College Programs.

Ten thousand dollars (\$10,000.00) per fiscal year will be budgeted for the professional development of Adjuncts per semester, effective the Spring 2019 semester. Any unused monies in the Fall Semester will be carried over to the Spring Semester. The monies budgeted in this section do not include tuition reimbursement or training provided by the College (such as Adjunct Faculty seminars).

## **10.8 Participation in Fitness Center Program**

Adjunct Faculty shall have the same access to the College Fitness Center and to courses offered by the Fitness Center as full-time faculty.

## **10.9 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.

## **Article Eleven Compensation**

### **11.1 Substitute Compensation**

For Adjunct Faculty Members who were employed by the College prior to the signing of this contract, substitute pay shall be at an hourly rate which conforms to what is usual or customary, but not less than the substitute rate paid to full-time faculty. For Adjunct Faculty Members who are hired by the College after the signing of this contract, substitute pay shall be the same as the substitute rate paid to full-time faculty.

### **11.2 Required Meetings/Training**

Adjunct Faculty Members shall be compensated at the rate of thirty-five (\$35.00) dollars per hour for all mandatory meetings, trainings, orientation, and institute days but only if the Adjunct Faculty Member is requested by the College to attend and the compensation is pre-approved by the College. Adjunct Faculty Members will be compensated no more than two (2) hours for orientation and no more than four (4) hours for In-Service Days, Faculty Development, and/or training.

#### **11.2.1 Attendance at Meetings as Union Officer**

Adjunct Union officers or Union representative(s) shall be paid \$35.00 per hour if requested and/or approved by the College President or designee to attend as Union officers or representatives the following: Labor-Management Conference, Higher Learning Commission (HLC), College Council, President's Cabinet, Adjunct Recognition Committee, Faculty Development Day(s), In-Service Day(s), Orientation, and any other meeting or committee as requested or expected.

### **11.3 Over-Enrollment Compensation\*\*\***

Adjunct faculty who are assigned to teach classes with students that exceed the established maximum number of students shall be compensated according to the following formula: based upon the number of students enrolled in a specific course on the seventeenth (17<sup>th</sup>) day of the semester which are beyond the prescribed class size for that particular course:

Overload rate X ECH X Number of Students exceeding the prescribed class size X 0.03

Over-enrollment pay shall be paid to Adjuncts on October 15<sup>th</sup> in the fall semester, March 15<sup>th</sup> in the spring semester, July 15<sup>th</sup> in the summer semester, 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. However, faculty may not authorize registration of students beyond the safe physical capacity of the classroom.

#### 11.4 Online Course Development Compensation

Compensation for the development of online and blended courses will be at the rate set by the College but shall not be less than the rate paid to the full-time faculty.

#### 11.5 Non-Online Course Development Compensation

Compensation for the development of non-online courses at the request of the College will be at the rate set by the College but shall not be less than the rate paid to the full-time faculty.

#### 11.6 Adjunct Extra-Duty Compensation

Compensation for Site Supervisors, test proctors, and other extra-duty assignments, if any, approved by the Dean shall be at the rate of thirty-five dollars (\$35.00) per hour.

#### 11.7 Adjunct Compensation Schedules

##### 2017-2018

Fall and/or Spring Semesters	BA	MA	MA +30	PHD/terminal
1 through 4	\$791.32	\$825.74	\$846.39	\$867.55
5 through 11	\$825.74	\$860.17	\$881.68	\$903.72
12 through 20	\$865.91	\$900.34	\$922.85	\$945.92
21 +	\$911.81	\$946.24	\$969.89	\$994.14

Adjunct Faculty Members teaching English 101, 101, 102, 086, 088, 071, 076, 151, and 152 shall receive a 10% stipend based on their rate per their placement on the salary schedule.

Additionally, English 101 teachers who read portfolios shall be paid an hourly stipend of \$31.00 per hour, or an amount equal to full-time faculty reading portfolios.

##### 2018-2019

Fall and/or Spring Semesters	BA	MA	MA +30	PHD/terminal
1 through 4	\$819.02	\$854.64	\$876.01	\$897.91
5 through 11	\$854.64	\$890.28	\$912.54	\$935.35
12 through 20	\$896.22	\$931.85	\$955.15	\$979.03
21 +	\$943.72	\$979.36	\$1,003.84	\$1,028.93

Adjunct Faculty Members teaching English 101, Eng. 101, 102, 086, 088, 071, 076, 151, and 152, 076 shall receive a 10% stipend based on their rate per their placement on the salary schedule.

Additionally, English 101 teachers who read portfolios shall be paid an hourly stipend of \$31.00 per hour, or an amount equal to full-time faculty reading portfolios.

**2019-2020**

<b>Fall and/or Spring Semesters</b>	<b>BA</b>	<b>MA</b>	<b>MA +30</b>	<b>PHD/terminal</b>
<b>1 through 4</b>	\$845.64	\$882.42	\$904.48	\$927.09
<b>5 through 11</b>	\$882.42	\$919.21	\$942.20	\$965.75
<b>12 through 20</b>	\$925.35	\$962.14	\$986.19	\$1,010.85
<b>21 +</b>	\$974.39	\$1,011.19	\$1,036.46	\$1,062.37

Adjunct Faculty Members teaching English 101, Eng. 101, 102, 086, 088, 071, 076, 151, and 152, 076 shall receive a 10% stipend based on their rate per their placement on the salary schedule.

Additionally, English 101 teachers who read portfolios shall be paid an hourly stipend of \$31.00 per hour, or an amount equal to full-time faculty reading portfolios.

**2020-2021**

<b>Fall and/or Spring Semesters</b>	<b>BA</b>	<b>MA</b>	<b>MA +30</b>	<b>PHD/terminal</b>
<b>1 through 4</b>	\$873.12	\$911.10	\$933.88	\$957.22
<b>5 through 11</b>	\$911.10	\$949.08	\$972.82	\$997.14
<b>12 through 20</b>	\$955.42	\$993.41	\$1,018.24	\$1,043.70
<b>21 +</b>	\$1,006.06	\$1,044.05	\$1,070.14	\$1,096.90

Adjunct Faculty Members teaching English 101, Eng. 101, 102, 086, 088, 071, 076, 151, and 152, 076 shall receive a 10% stipend based on their rate per their placement on the salary schedule.

Additionally, English 101 teachers who read portfolios shall be paid an hourly stipend of \$31.00 per hour, or an amount equal to full-time faculty reading portfolios.

**2021-2022**

<b>Fall and/or Spring Semesters</b>	<b>BA</b>	<b>MA</b>	<b>MA +30</b>	<b>PHD/terminal</b>
<b>1 through 4</b>	\$901.50	\$940.71	\$964.23	\$988.33
<b>5 through 11</b>	\$940.71	\$979.93	\$1,004.44	\$1,029.55
<b>12 through 20</b>	\$986.47	\$1,025.70	\$1,051.33	\$1,077.62
<b>21 +</b>	\$1,038.76	\$1,077.98	\$1,104.92	\$1,132.55

Adjunct Faculty Members teaching English 101, Eng. 101, 102, 086, 088, 071, 076, 151, and 152, 076 shall receive a 10% stipend based on their rate per their placement on the salary schedule.

Additionally, English 101 teachers who read portfolios shall be paid an hourly stipend of \$31.00 per hour, or an amount equal to full-time faculty reading portfolios.

The wage charts are based on Fall and/or Spring Semesters taught (length of service).

**Article Twelve  
Savings and Effect**

If any provision of this Agreement shall, at any time, be declared contrary to law or mandatory regulations as a result of a state, administrative, judicial, or legislative action, then such provision will become immediately non-applicable. Should this occur, all other provisions of this Agreement shall remain in full force for the duration of the Agreement. Upon the application of this clause, the parties should meet to discuss legal provisions within the original intent. The Board and the Union hereby understand and agree this agreement embodies the complete and final understanding reached by the Parties as to wages, hours, and terms and conditions of employment for employees covered by this Agreement. This agreement may be supplemented or amended during its term solely upon the written and mutual agreement of the College and the Union.

## **Article Thirteen Notice**

Any notice to be given to this agreement shall be by certified mail, return receipt requested, and shall be completed by and at the time of said mailing. Written notice may also be served by personal delivery of such notice. Proof of such service shall only be by production of a receipted copy of such notice indicating the date of receipt and bearing the signature of a person authorized to so receive such notice.

Notice sent by the Board to the Union shall be addressed to the Union President and/or his/her designee as provided at the beginning of his/her term in office.

Notice sent by the Union to the Board or College shall be addressed as:

The Morton College Board of Trustees  
3801 S. Central Avenue  
Cicero, IL 60804

Or

Morton College  
Office of the President  
3801 S. Central Avenue  
Cicero, IL 60804

Notice sent by the Board to a Bargaining Unit Member shall be addressed to the Adjunct Faculty Member at the address last listed in the records of the Human Resources Office of the College.

Either party may, by like written notice, change the address to which such notice is to be given.

## **Article Fourteen Term of Agreement**

### **14.1 Retroactive Pay**

Within sixty (60) days of ratification and approval of this agreement by both parties, the College will pay by separate check to each eligible Adjunct Faculty Member retroactive pay to July 1, 2017, as set forth in Section 11.7. Only Adjunct Faculty Members who are members of the bargaining unit and actively employed by the College as of the date the Board adopts this Agreement shall be eligible for retroactive pay. Members who resigned, retired, or were terminated from employment are not eligible for retroactive pay or any other economic or non-economic terms or benefit under this Agreement.

No other economic or non-economic terms or benefit are retroactive, including, but not limited to: payment for consultation hours; payment for not receiving class assignments prior at least five (5) days prior to the start of the class; increase in the Professional Development Fund; the eligibility for, and accumulation of, paid personal days; increased payment for required meetings/training; increased payment for attendance at meetings as a Union Officer; increase in extra duty pay; increase in class cancellation compensation; the institution of, or any increase in, compensation for Site Supervisors, test proctors, and other extra duty. All other terms take effect upon the ratification of this agreement by the Union and adoption of this Agreement by the Board.

**14.2 Duration of Contract**

This agreement shall be in full force and effect from July 1, 2017 until its expiration on June 30, 2022.

**14.3 Signatures**

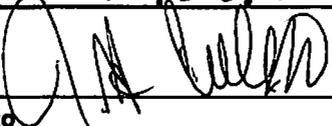
Signed on this 28 day of November, 2018.

**Morton Community College  
District 527**



Frank J. Aguilar  
Chair, Board of Trustees

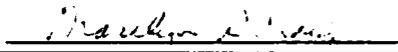
Date: 11/28/2018



Jose Collazo  
Secretary, Board of Trustees

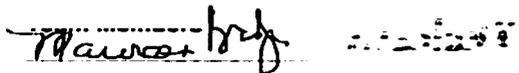
Date: 11-28-2018

**Morton College Adjunct  
Faculty Association  
IEA-NEA**



Marilyn R. Craig  
President, Adjunct Faculty Association

Date: 11/20/2018



Maureen Bridges Date

Bonnie Miculnic 11-20 18

Bonnie Miculnic Date

Joyce Roland 11/20/2018

Joyce Roland Date

**14.2 Duration of Contract**

This agreement shall be in full force and effect from July 1, 2017 until its expiration on June 30, 2022.

**14.3 Signatures**

Signed on this 28 day of November, 2018.

**Morton Community College  
District 527**

**Morton College Adjunct  
Faculty Association  
IEA-NEA**

\_\_\_\_\_  
**Anthony Martinucci  
Chair, Board of Trustees**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Jose Collazo  
Secretary, Board of Trustees**

Date: \_\_\_\_\_

\_\_\_\_\_  
**President, Adjunct Faculty Ass'n**

Date: \_\_\_\_\_

**Team Members**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

# GRIEVANCE FORM

MORTON ADJUNCT FACULTY ASSOCIATION, IEA/NEA  
AND  
MORTON COLLEGE COMMUNITY COLLEGE DISTRICT 527

**Step one:**

A. Date of Alleged Violation or Date Alleged violation was Ascertained:  
\_\_\_\_\_

B. Statement of Alleged Violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Specific Contractual Provisions of the Agreement Allegedly Violated: \_\_\_\_\_  
\_\_\_\_\_

D. Remedy Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Date Grievance Filed/Mailed/Delivered: \_\_\_\_\_

F. Signature of Person Filing Grievance: \_\_\_\_\_

Cc: Grievant  
Grievance Representative  
Union President  
Immediate Supervisor  
College President (designee)