

AGREEMENT

BETWEEN

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



AND

**MORTON COLLEGE
CLASSIFIED STAFF FEDERATION
COOK COUNTY TEACHERS UNION
LOCAL 1600, A.F.T.**



**JULY 1, 2019
ENDING JUNE 30, 2024**

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Preamble

THIS AGREEMENT, covering compensation, hours, fringe benefits, and working conditions is entered into by and between the Board of Community College District No. 527, County of Cook and State of Illinois, hereinafter referred to as the "Board" or, in certain provisions herein, the "College" and the "Morton College Classified Staff Union," a chapter of the Cook County College Teachers Union, AFT, Local 1600 as the exclusive collective bargaining agent to the bargaining unit as defined in Article II, Recognition.

It is the desire and intent of the parties to seek the orderly adjustment of differences that may arise between them, to seek an orderly method of handling and processing grievances and, further, the purpose of the Agreement is to promote harmony and efficiency in the working relationships between the parties so that the public, the College, and the employees may be benefited.

Cognizant of these purposes and understandings, the parties have agreed to each of the provisions of the Agreement hereinafter contained.

NOW, THEREFORE, the parties agree as follows:

Article I — Definitions

Section 1.1 Board

The term "Board" shall mean the Board of Trustees of Community College District 527, County of Cook and State of Illinois, and shall also mean any administrator, supervisor, and agent of the Board when acting within the scope of their authority.

Section 1.2 College

The term "College" refers collectively to the institution and to all educational facilities or academic locations under the jurisdiction of the Board and the administrative offices thereof.

Section 1.3 Union

The term "Union" refers to the Morton College Classified Staff Federation, a chapter of the Cook County College Teachers Union, AFT, Local 1600.

Section 1.4 Agreement

The term "Agreement" shall mean the current collective bargaining agreement between the Board and the Union.

Section 1.5 Employees

A. Regular Full-Time Employees

Regular full-time employees are those employees who work the equivalent of thirty-seven and one half (37.5) hours per week, each week, for fifty-two (52) weeks per year. To calculate the hourly rate of a salaried employee, divide the annual base salary by 1950.

B. Regular Part-Time Employees

Regular part-time employees are those employees who work twenty (20) hours per week or more, each week, for thirty-two (32) weeks per year.

C. Student Employees

Student employees, regardless of the number of hours worked per week or per year, shall not be considered part of the bargaining unit and are not covered by this Agreement.

D. Temporary Employees

Temporary full-time and temporary or irregular employees are not part of this bargaining unit and are not covered by this Agreement and are defined as follows:

- Temporary full-time employees are those employees who work thirty-seven and one half (37.5) hours per week for not more than six (6) months. If such an employee is hired by the College as a regular employee, in the same position, such six (6) months employment as a temporary full-time employee shall constitute four (4) months' time towards completion of the original probationary period. If the employee begins employment after the first day of the fiscal year, the employee's salary shall be pro-rated, but shall be no less than the minimum of the pay grade.

Temporary full-time positions which, in the judgment of the Board, are to become permanent full-time positions shall, not less than thirty (30) days prior to the expiration of the six (6) month period provided for herein, be posted for bidding and awarded pursuant to the provisions of Article VIII of this Agreement.

- Temporary or irregular part-time employees are those persons who work less than thirty-seven and one half (37.5) hours per week for up to six (6) months on an as-needed or call basis.
- The administration shall notify the Union of the name of any temporary employee hired into a bargaining unit position for a period of time to exceed thirty (30) days. Such notification shall take place at the time of hiring or when it is determined that the time shall exceed thirty (30) days.

E. Emergency Employees

Emergency employees are those employees who are hired because of the necessities of an emergency situation, regardless of duration, and whose employment depends upon the existence of the emergency situation and no other factors. Emergency Employees are not part of this bargaining unit and are not covered by this Agreement.

Section 1.6 Immediate Family

The immediate family includes an employee's spouse, children, parents, siblings, grandparents, grandchildren, any relative or dependent (as defined by the Internal Revenue Service) living in the employee's household, and comparable relatives in the spouse's family.

Section 1.7 Red Circling or RedCircled

The term "Red Circling" shall mean the administrative act of freezing the rate of compensation of an employee, pursuant to the provisions of this agreement, until certain conditions are met. Such an employee shall be described as "Red Circled".

Section 1.8 Statutes Referenced Herein

State statutes referenced herein may be found at:

<http://www.ilga.gov/legislation/ilcs/ilcs.asp>

Federal statutes referenced herein may be found at:

<http://www.law.cornell.edu/uscode/>

Copies of all statutes (State and Federal) are also located in the Human Resources Department.

Article II — Recognition

Section 2.1 Union Recognition

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing compensation, hours, fringe benefits, and conditions of employment for all Board approved regular full-time and regular part-time employees (i.e., those employees regularly scheduled to work twenty (20) or more hours per week as defined in Article I, Section 1.5B).

Section 2.2 New Positions

- A. Prior to putting a new position on the Board Agenda, the Board shall promptly notify the Union of its decision to add new positions or change existing positions. If the new position is a successor title to a position covered by this Agreement, with no substantial change in duties, the new position shall become part of this Agreement. If the proposed new position contains a significant part of the work now done by any of the positions in this bargaining unit, the Board shall notify the Union within thirty (30) calendar days of the creation of the position, and the parties shall then meet within fifteen (15) days of such notice to review the position, and if unable to reach agreement as to its inclusion or exclusion from the unit, shall submit the question to final and binding arbitration under the Grievance Procedure.
- B. When the decision has been made to either establish a new position or to change an existing position, the job description for each such position shall be written and published using a standard format which shall contain the following elements:

Job Title: A brief description that accurately identifies the job and places the job within a series of like positions.

Job Summary: A general statement which summarizes and characterizes the basic job purpose and function.

Typical Duties: Individual statement of job duties and responsibilities. Duties and tasks of significance are included, but particular reference to frequency or regularity of performing the task shall not be included. Statements shall be descriptive of the degree of requisite skills applied such as technical, interpersonal, and conceptual skills.

Required and Desirable Qualifications: A basic statement that sets forth the mandatory and preferred minimum acceptable levels of acquired skills, education, training, and related work and other experience required and desirable for the position.

- C. Upon installation of the new position to the bargaining unit, the position shall be filled by the incumbent if the incumbent is qualified to perform the required work. If the incumbent does not possess the requisite skills or knowledge to perform the required work in the new operation, the College shall endeavor to provide the necessary training to such employees during work hours at the expense of the College. However, such training and acquisition of skills must be attainable within twenty (20) work days, or within the period specified by any supplier of equipment or machinery as the time period within which the skills should be attainable. Whenever the time period indicated by such a supplier is more than twenty (20) work days, then, in that event, the supplier's time period shall prevail. If such incumbent employee does not attain the skills and knowledge required for the new position in the time periods herein specified, then, in that event, the College shall take the appropriate steps provided for in this Agreement to fill such position with another employee.
- D. The College shall establish the salary range for the position after meeting and consulting with the Union, if the Union so requests. In any event, the final decision rests in the sole discretion of the Board.

Section 2.3 Position Abolition

If the Board decides to abolish or merge job positions under this Agreement, it shall notify the Union in writing no less than thirty (30) days prior to the implementation of such change.

Article III — Management Rights

Section 3.1 Board Powers

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the College District conferred upon and vested in it by the statutes and the Constitutions of the State of Illinois and the United States, subject to the terms of this Agreement, including, but not limited to the responsibilities for and the right:

- A. To maintain executive management and administrative control of the College District and its properties and facilities and the activities of its employees, including bargaining unit employees, as related to the conduct of College affairs.

- B. To hire all employees and, subject to the provisions of law and this Agreement, to determine their qualifications and the conditions of their continued employment, evaluate performance, and discipline, dismissal, demotion for just cause and layoff consistent with the provisions of Article VII, Seniority, of this Agreement, and to promote, assign, and transfer all such employees.
- C. To direct and control the work of its employees, establish reasonable work rules and regulations, determine the time and hours of operation, when overtime shall be worked and determine the levels of service to be provided and the methods and means of providing those services, including the right to enter into contracts with private vendors for all services, whenever deemed appropriate, in the sole judgment of the Board. Before the Board decides to contract out the services covered by this Agreement, the Board agrees to immediately meet and to negotiate, at an accelerated pace, the effects of any such action with the Union in accordance with the *Carbondale* Decision, IELRB Case #2PERI 1067, provided that such negotiations shall not inhibit or delay the action of the Board.
- D. To establish, change, combine, or abolish job positions and the job content of any position consistent with this Agreement.
- E. To transfer employees and restructure consistent with this Agreement. For the purposes of operating efficiency and increasing productivity, nothing contained herein precludes the College administration from restructuring the positions held by members of the bargaining unit and transferring bargaining unit members to different positions (without loss in pay, benefits, or seniority) such that the total number of bargaining unit members is not diminished by the actions of the College. The College will notify the Union of such changes no less than thirty (30) days in advance of the proposed changes.
- F. To establish educational policies, goals, and objectives based upon the College's mission; to insure the rights and educational opportunities of the students; to determine staffing patterns; and to determine the number and kinds of personnel required in order to maintain the efficiency of College operations.
- G. To build, move, or modify facilities; establish budget procedures; and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency.
- H. To 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.
- I. To agreement by the parties 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 the Agreement, and thus to take whatever actions may be necessary or appropriate to carry out the mission of the College, in the sole discretion of the Board. Such action shall not be conducted in an arbitrary or capricious manner.

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Section 3.2 Board Responsibilities

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

No action, statement, agreement, settlement, or representation made by either party shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the parties have mutually agreed thereto in writing. Nothing contained herein shall limit the parties' rights to settle grievances in accordance with Article XII, Grievance Procedure. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and other authority under the Illinois Community College Act and rules which have derived from it, or any other national, state, county, district, or local laws or regulations as they pertain to education.

Article IV — Union Rights

Section 4.1 Voluntary Dues Checkoff

Upon receipt of voluntary written authorization by an employee covered by this Agreement, upon a form supplied by the Union, the College will deduct from the employee's wages the required amount of monthly Union dues. These deductions will be designated to the College in writing. Such deductions shall be made each pay period and said deductions, when calculated on a percentage basis, shall apply to the member's base pay. Base pay shall be determined on the basis of the employee's regularly scheduled shift.

The Union may change the method of amount of said deductions upon reasonable written notice to the College by the Treasurer of the Union. The dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each and a list of Union members who had authorized such deductions and from whom no deductions were made, shall be forwarded to the Union after each pay period, addressed to the Union in care of its Treasurer or such other address the Union shall advise on a timely basis.

A member of the Union may revoke the dues checkoff authorization previously executed in writing in accordance with applicable law. The Union member shall, in writing, notify the Union Treasurer and shall, in writing, at the same time notify the payroll clerk.

In consideration for the above service rendered by the Board, the Union shall indemnify and save the Board and its staff harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board under this Section, including but not limited to failure to withhold or remit, incorrect withholding or remittance, or withholding without proper employee authorization. The payroll deduction authorization form shall be the same as shown in the Appendices.

Section 4.2 Reinstatement of Dues Checkoff

Whenever an employee takes a leave of absence and is, therefore, removed from the process of Union dues deduction and, subsequently, such employee returns to his or her employment, upon the voluntary execution of the written form attached hereto in the Appendices requesting reinstatement to the process of dues deduction, such employee at that time shall be so reinstated.

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Section 4.3 Committee on Political Education (COPE)

Upon receipt of a voluntary written authorization from an employee, the College shall deduct an amount specified by the employee from his or her paycheck and send it to the Union Treasurer. Such deductions shall continue until the College receives a written revocation from the employee stating that he or she no longer wants the deduction to be taken. Deductions shall be remitted in a timely manner and shall be accompanied by an itemized list showing the name of each employee and the amount of the deduction withheld.

Section 4.4 Indemnification

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

Section 4.5 Union Meetings

The Union shall have the right to schedule a general meeting on the first Thursday of each month if such Thursday is a regularly scheduled workday. The meetings shall be scheduled from 11:30 a.m. to 12:30 p.m. and from 12:30 p.m. to 1:30 p.m. to accommodate individual employee lunch schedules. During the summer, the College will cooperate with the Union to reasonably set the time and day of such meetings to conform to the summer schedule of work days. Every Bargaining unit member, subject to the needs of the College, shall be free to attend such meetings without pay. The date of the Union's general meeting shall appear on all calendars distributed throughout the College.

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Section 4.6 Release Time

The Union President or designee shall receive up to four (4) hours of paid release time per month to transact business of the Union. The other officers of the Union jointly shall receive up to four (4) hours paid release time total per month to share amongst themselves and to conduct official business of the Union. Any Union officer shall notify his/her immediate supervisor and the Director of Human Resources before any release time is taken. If additional release time is needed in excess of four (4) hours per month, the Union officer(s) must request additional time, in writing, from his/her immediate supervisor with a copy to the Director of Human Resources. The grant of any additional release time requested is in the sole discretion of the College.

The College shall grant up to four (4) days paid leave in each even numbered year for one member elected as the delegate to attend the convention of the American Federation of Teachers (AFT).

Employees shall, after giving written notice to their supervisor, be allowed time off with pay during working hours to attend grievance hearings, labor-management meetings, or meetings called or agreed to by the College if such employees are entitled to attend such meetings because they are Union representatives, stewards, witnesses, or grievant.

Section 4.7 Public Records

The College shall make available to the Union any existing records which are relevant to negotiations or the enforcement of this Agreement. Such requests for information should be made in writing to the Director of Human Resources.

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Section 4.8 Board Agenda

The Union shall be supplied with a copy of the agenda and the date of any regular or special meeting of the Board at the time the agenda is distributed to the Board.

Section 4.9 Board Policies

One (1) copy of the official policies of the Board, regulations and by-laws, and all subsequent additions, deletions, and amendments shall be provided to the Union. The Copy (ies) may be provided to the Union electronically.

Section 4.10 Union Access to Bargaining Unit Employees

The College agrees that appropriately designated Union officials may have access to bargaining unit employees. The Union agrees that in the exercise of such access it will not interfere with the normal duties of the employees. The Union further agrees that such contact with employees shall take place only during breaks and before or after normal working hours except in highly unusual circumstances. When such circumstances arise, the Union shall obtain the supervisor's approval for employee contact. Such approval shall not be arbitrarily withheld by the supervisor without good cause shown.

Section 4.11 Non-Interruption of Work

The Union or any employee of the bargaining unit shall not engage in or in any way instigate, promote, sponsor, or condone any strike, slowdown, picketing, boycott, or concerted stoppage of work or any other intentional interruption of the College including compliance with requests of any labor organization or chapter thereof to engage in such activities.

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

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

Any staff member who engages in picketing may be disciplined, including discharge, if that member persists in such violation subsequent to receiving one (1) written warning to cease and desist from such conduct from the Director of Human Resources.

Any employee who is disciplined or discharged for violation of the terms of this Section shall be accorded the right to file an appeal in accordance with the grievance procedure contained in this Agreement.

During the term of this Agreement, the Board agrees that it will not institute a lockout.

Section 4.12 Union Access

The Union may distribute Union literature on College property provided that there is no interference with College operation. No one shall be allowed to distribute Union materials in a manner which disrupts employees during the performance of their duties.

The materials so distributed shall not be of an inflammatory, derogatory, accusatory, or partisan political nature.

The College agrees that it shall provide sufficient space on one (1) designated bulletin board to be agreed upon between the College and the Union. The Union agrees that only appropriate materials dealing with Union business shall be posted thereon and that the area so designated shall be kept in as reasonable order as is possible by removing outdated material.

The Union shall have the privilege of access to the room reservation and duplication procedures of the College.

Section 4.13 Classified Staff Seat on Cost Containment Committee

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

Section 4.14 Notification of Changes That Affect Employees

- A. The Board shall inform the Union of any substantial change in job duties or reorganization that affects bargaining unit members thirty (30) days prior to the change.
- B. When a change in operations due to technological innovations occurs, the Board shall give first consideration to affected employees. If the affected employees do not possess the skills or knowledge to perform the required work in the new operation, the Board shall provide the necessary training to such employees during work hours at the Board's expense within thirty (30) work days of such change. However, such training and skill acquisition must be attainable within ninety (90) work days of the start of training, or within the period specified by the supplier of the equipment or machinery as the time period within which the skills should be attainable. It is not a violation of this Agreement for the Board to retain persons temporarily on a contract basis who are not covered by this Agreement to do work covered by this agreement while the affected bargaining unit employees who do not possess the skills or knowledge to perform the required work are in training.

Section 4.15 Classified Staff Seat on Search Committees

The Presidential Search Committee shall consist of two (2) classified staff members to be appointed by the Union. The College President may invite up to two (2) classified staff members who have significant expertise in the area in which the College is hiring an administrator or who would have significant contact with the candidate if hired, to sit on a search committee for any other administrators.

Article V — Non-Discrimination

Section 5.1 Non-Discrimination

The Board shall not discriminate against any employee on the basis of sex, race, color, creed, national origin, ancestry, marital status, parental status, age, citizenship status, military status, unfavorable military discharge, religion, physical or mental disability — actual or perceived, political affiliation, sexual orientation, genetic makeup, order of protection status, or Union activity.

Article VI — Hours of Work

Section 6.1 Work Week

The normal work week for full-time employees shall consist of five (5) consecutive days for forty (40) weeks. The employee shall work seven and one half (7.5) hours per day excluding lunch. A normal work schedule is Monday through Friday, 8:00 a.m. through 4:30 p.m. However, individual employee's schedules may vary based upon departmental needs.

Nothing contained herein shall prohibit adjustments hereto, on an individual basis, depending on the needs of the College and its departments' requirements, subject to the provisions of Section 6.5, Paragraph C.

Section 6.2 Work Year

A. 12-month employees

The work year shall be the fiscal year of the College.

B. Child Learning Center (CLC) Employees

The work year for full-time CLC employees shall be from August 15th to June 30th of the following year. They are to receive full salary divided into 24 pays as defined by the College fiscal year and appropriate salary schedule per Article XVI of this agreement. Should any on these employees be called back for work between July 1st and August 14th, the hours worked shall be paid at straight time according to the employee's hourly rate. Any vacation days remaining after June 30th will be forfeited by the employee. Any unused personal days remaining shall be converted to sick leave days as defined in Section 13.3 of this agreement.

Section 6.3 Summer Work Schedule

For the twelve (12) work weeks during the summer, the normal work week for full-time employees shall be four (4) eight (8) hour days, excluding lunch. Provided, however, that depending upon the scheduling necessitated by the needs of the College, such days need not be consecutive days and may begin upon any day of the week and at any hour of the day. A normal summer work schedule is Monday through Thursday, 7:45 a.m. through 4:30 p.m. However, individual employee's schedules may vary based upon departmental needs.

It is expressly understood and agreed by the parties hereto that the decision to continue to offer a summer work schedule as provided for herein rests solely with the discretion of the

Board. Nothing contained herein shall prohibit adjustments hereto, on an individual basis, depending on the needs of the College and its departments, subject to the provisions of Section 6.5, Paragraph C.

Section 6.4 Lunch and Work Breaks

During the work week provided for in Section 6.1, an employee who is scheduled to work seven and one half (7.5) or more consecutive hours shall receive a one (1) hour unpaid lunch period and one (1) paid fifteen (15) minute break.

Lunch and work break periods shall be staggered to insure that all offices and departments of the College maintain appropriate service levels for the hours during which the College is open. Provided, however, that all work breaks shall be taken within the first four (4) hours of work in each work day.

Full-time employees can combine their lunch period and break on a limited basis not to exceed three (3) times per year with his/her supervisor's written approval. Full-time employees cannot take their lunch or break the first hour of the work day or the last hour of the work day, except in emergency situations.

Part-time employees shall receive one (1) paid fifteen (15) minute work break to be taken only in the first four (4) hours of work in the work day.

Part-time employees cannot take their break the first hour of the work day or the last hour of the work day.

During the work week provided in Section 6.3, an employee who is scheduled to work eight and one-half (8.5) or more consecutive hours shall receive one (1) hour unpaid lunch period (but may choose to take one (1) thirty minute) unpaid lunch period and one (1) fifteen (15) minute work break.

Section 6.5 Overtime

- A. 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 at the appropriate overtime rate as listed in this Section.
- B. Except as provided for in 6.5(c), a full-time employee who normally works Monday through Friday is paid one and one-half (1.5) times the regular hourly rate of pay for work performed on Saturday, two (2) times the regular hourly rate of pay for work performed on Sunday, and three (3) times the regular hourly rate of pay for work performed on a holiday observed by Morton College. Three (3) times the regular hourly rate of pay is the maximum hourly rate of pay that can be earned.
- C. Flex Schedule: Nothing herein precludes an employee's administrator from temporarily adjusting an employee's regular schedule for up to ninety (90) calendar days to allow for late or early start time and corresponding early or late end time, due to operational needs as determined in the sole discretion of the College, upon giving the employee as much notice as possible and assigned on a voluntary basis first, and then based on inverse seniority on a rotating basis. Nothing herein precludes an employee's administrator from temporarily adjusting an employee's regular schedule for up to ninety (90) calendar days to cover weekend work, due to operational needs as determined in the sole discretion of the College, upon giving the employee as much notice as possible and

assigned on a voluntary basis first, and then based on inverse seniority on a rotating basis.

- D. Except as provided for in 6.5(C), compensatory time may be provided in lieu of salary and paid at the rate of one and a half (1-1/2) hours for each hour of overtime worked on a weekday or Saturday, two (2) hours for each hour of overtime worked on a Sunday, and three (3) hours for each hour of overtime worked on a holiday, and may be accumulated to a maximum of eighty (80) hours. Such compensatory time off shall be taken by the employee within ninety (90) days of the overtime worked. Any compensatory time off which is not taken within ninety (90) days, shall be compensated as a cash payment on the regular payday for the pay period which immediately follows the ninety (90) day period. Overtime and Compensatory time shall be mutually agreed upon by the employee and the employee's administrator in advance. Overtime earned and compensatory time earned and used will be reported each pay period by the employee to the employee's administrator
- E. All overtime and compensatory time must be preapproved in accordance with the administration's current policies. The Vice President/Provost or his/her designee should respond in writing to overtime requests within twenty-four (24) hours of the start of the requested overtime/compensatory time. If no response is received, the request is deemed denied.

Section 6.6 Call-Back Pay

An employee called back to work on any day after having gone home shall receive a minimum of two (2) hours work at time and one-half (1.5) of his or her regular straight time hourly rate.

Section 6.7 Work Assignment

It is agreed that each employee shall perform all the duties of a position and other job-related duties as assigned. Assignments may be made outside the regular position of the employee from time-to-time with duties that may be outside their regular position, as College needs require providing such duties are within the level of skill of the employee. It is understood that such assignments (temporary transfers) shall not be for more than twelve (12) weeks, unless otherwise agreed to by the parties.

When an employee is assigned to work temporarily in a higher pay grade there shall be no change in the rate of compensation for ten (10) work days. Thereafter, if the employee continues to work in the higher paying position, the employee shall be paid at the rate of compensation ten (10) percent higher than the employee's regular rate of compensation, and for those days worked in excess of said ten (10) days.

Temporary assignment is defined as, and effectuated when, the employee:

- A. is assigned to perform the required work in a higher position; and
- B. performs a preponderance of the duties of the higher position.

The parties further agree that such transfers shall not be applied in an arbitrary or discriminatory manner nor shall they be used to circumvent the intent of the job posting and job application provisions of this Agreement.

Section 6.8 Work Rules

Whenever the Board changes work rules, issues new work rules, or makes permanent changes in employees' shift assignments, the Union shall be given at least thirty (30) days' notice before the effective date when the rules are applicable to bargaining unit members. Upon written request of the Union, the Board shall meet and discuss the new or changed work rules. However, such discussion shall not prohibit the Board from implementing such changes in said rules, the implementation of new rules, or the change in shift assignments. Further, a copy of the new or changed rules shall be posted and given to the affected employees before the changes take effect.

Article VII — Seniority

Section 7.1 Definition

A. Seniority for Full-Time Employees

Seniority is the length of continuous service. Upon employment, each employee is to receive a seniority date which is the first day of actual work. If two or more employees have the same seniority date, the dates of the employees' applications control seniority. The employee with the earlier application is senior.

B. Seniority for Part-Time Employees

Seniority is the length of continuous service. Upon employment, each employee is to receive a seniority date which is the first day of actual work. If two or more employees have the same seniority date, the dates of the employees' applications control seniority. The employee with the earlier application is senior.

C. Seniority for Change in Employee Position from Part-Time to Full-Time

When a part-time position is made into a full-time position, with the part-time employee remaining in this position as full-time, then time worked as a part-time employee in that position shall be carried to full-time status at a rate of ½ year of full-time equivalent service credit for each year worked part-time. (Example: 10 years of part-time service equates to 5 years of full-time equivalent service)

D. Seniority for Change in Employee Status from Part-Time to Full-Time

When a part-time bargaining unit employee transitions to a full-time position, the time worked as a part-time employee shall be carried to full-time status at a rate of ½ year of full-time equivalent service credit for each year worked part-time. (Example: 10 years of part-time service equates to 5 years of full-time equivalent service)

Section 7.2 Application of Seniority

Relative to the application of seniority under this Agreement, the ability of the employee means the ability to perform the required work. It shall be the sole responsibility of the College to fairly determine whether an employee has the requisite ability to perform the required work.

In determining such ability, the administration of the College shall carefully review work skills, workload, and responsibilities, and shall, insofar as applicable and appropriate, utilize the following factors in such evaluation:

- A. Knowledge or Experience
- B. Training on the Job
- C. Responsibility
- D. Judgment and Initiative
- E. Accountability
- F. Communication Skills
- G. Physical Dexterity
- H. Supervision Given
- I. Working Environment or Physical and Emotional Demands
- J. Attendance or Punctuality
- K. Quality of Work
- L. Quantity of Work

Standardized examinations and interviews may also be utilized in evaluating an employee. Favorable judgment shall not be unreasonably or arbitrarily withheld.

Section 7.3 Seniority During Leave

Seniority shall continue to accumulate during an approved leave of absence, layoff, or disability.

Section 7.4 Seniority Lists

The College shall prepare seniority lists for full-time and part-time employees once a year and deliver them to the Union no later than February 1 of each year.

Section 7.5 Probationary Period

A. New Employees

All new employees shall serve a probationary period of three hundred and sixty five (365) calendar days. An evaluation shall be performed at ninety (90) calendar days and on or three hundred and sixty-five (365) calendar days if the employee's employment is not terminated before then. During the employee's probationary period, the employee shall be represented by the Union in all matters relating to their employment except for discharge cases.

Probationary employees shall accrue one (1) sick day per month which can be taken once accrued. Vacation days shall accrue at a rate of 5/6ths of a day per month, but cannot be used until after completing six (6) months of employment. If an employee ceases to be employed by the College, they will not be paid for any accrued unused sick leave.

B. Promoted Employees

An employee who has completed the original probationary period and is promoted, transferred, or demoted to another position in a higher, same, or lower salary range shall serve an additional sixty (60) day probation. If such an employee fails to satisfactorily complete the probationary period in the new position, the College shall return the employee to the previous position.

C. Change in Position Status

A part-time employee whose position is increased to full-time status, and who has completed the initial probation period for the part-time position, shall not be required to complete another probationary period for that position. All paid leave benefits shall be made available to the employee in accordance with the Board action approving the employee's change in employment status.

D. Change in Employment Status

A part-time employee, who has completed the initial probationary period, hired for a full-time position with the same job duties and job description, shall be required to complete a thirty (30) day probationary period for the new position. All paid leave benefits shall be made available to the employee in accordance with the Board action approving the employee's change in employment status. If the employee fails to satisfactorily complete the probationary period in the new position, the Board shall return the employee to the previous position.

E. Grievance Procedure

Any grievance brought by an employee or the Union relative to actions taken by the Board for discipline up to and including discharge during a probationary period under Paragraph A of this Section shall not be processed beyond Step 2 of the Grievance Procedure provided for in this Agreement.

Section 7.6 Layoff

In the event that circumstances require that employees be laid off, the following is the sequence of layoffs to be followed:

- A. Temporary employees and other irregular employees
- B. Part-time employees not covered by a collective bargaining agreement
- C. Probationary employees in their original probationary period as defined in Section 7.5, Paragraph A of this Article
- D. In the event of further reductions in force, bargaining unit members shall be laid off from the affected position in accordance with their seniority, and may bump a less senior employee in the same position; however, no non-bargaining unit employee shall be laid off if the work being performed by such employee cannot be performed by a bargaining unit member
- E. To avoid lay-off, employees unable to bump in their position may bump a less senior employee in a lower position provided they are qualified to perform the job as described in the position description. Any employee so assigned may be subject to a written performance evaluation after thirty (30) days in the position. In the absence of acceptable performance at the end of thirty (30) days, the employee shall be laid off and subject to the recall provisions contained herein. The most senior qualified employee on lay-off shall be recalled and be subject to the provisions contained herein. Employee's salary status will not exceed the maximum step of the Range for the lower position.
- F. An employee may accept a lay-off instead of bumping into a lower position.

Section 7.7 Employee Recall

Employees who are laid off, and who voluntarily execute a written request, attached hereto in

the Appendices, to be placed upon a recall list shall be placed upon such list. Such employees notify the College in writing each six (6) months thereafter that they wish to remain on the recall list, and such employees shall so remain on the list for a period of twenty-four (24) months. Any employee failing to so notify the designee of the College in writing on the form attached hereto in the Appendices shall be automatically removed from such list. The College agrees to furnish four (4) copies of such form to each employee so laid off.

Further, each employee so laid off shall, within fifteen (15) days of any change, inform the College by written notification of his or her new address and telephone number to facilitate the implementation of the recall provisions of this Section. Such responsibility shall rest solely upon the employee and the College shall not be liable for the failure of a recall attempt due to a breach of the employee's responsibility to so notify the College.

Thereupon, any recall of employees from the list shall in the inverse order of layoff. If an employee is recalled to a position in a lower position, the employee shall have the right to return to the previous position when a vacancy occurs. If an employee is recalled to a lower position in a lower classification, the employee shall have the right to refuse recall without jeopardizing the employee's right to remain on the recall list.

The parties understand that the Board is not required to recall employees on laid off status who were in positions lower than the job position to be filled by the recall. It is further understood that the Board is required to notify employees on the recall list from positions the same as or higher than the position to be filled by recall. Employees in such higher positions may exercise the privilege of being recalled if they wish to move down to the position to be filled.

The Board agrees that it shall hire no new employees and place them in bargaining unit positions until the recall list has been exhausted. To effectuate the call of the entire list, written notification of the recall shall be served upon all employees so listed upon the recall list at their last known address by certified mail — return receipt requested. Within seven (7) days after the deposit of said letters with the United States Postal Service, those employees seeking recall for the vacant position shall cause to be filed with the Director of Human Resources of the College a written request to be recalled. Thereupon, the provisions for recall contained herein shall become operative. Failing an effective recall from the list, the College shall be free and empowered to hire new employees into such bargaining unit positions.

Section 7.8 Grant-Funded Employees

Bargaining unit members whose salary is funded from grants or from sources other than the College's general fund at a level of fifty percent (50%) or more, shall, when such funding sources expire, be separated from employment with the College, with as much notice as practicable to be given by the College to the affected employee and the Union President.

Full-time bargaining unit members whose salary is funded from grants or from sources other than the College's general fund at a level of less than fifty percent (50%), shall, when such funding sources expire, be offered any full-time bargaining unit position that is vacant and posted and for which the employee is qualified. In the event the employee is not qualified, then such employee shall be granted a thirty (30) day period in which to acquire the qualifications for such position.

Part-time bargaining unit members whose salary is funded from grants or from sources other than the College's general fund at a level of less than fifty percent (50%), shall, when such funding sources expire, be offered any part-time bargaining unit position that is vacant and posted and for which the employee is qualified. In the event the employee is not qualified, then such employee shall be granted a thirty (30) day period in which to acquire the qualifications for such position.

Bargaining unit members who are compensated with monies derived from grants or from sources other than the College's general fund shall, when such funding sources are reduced such that the remaining monies cannot fund a full-time position but can fund a part-time position, shall be offered the part-time position. If the employee declines to accept the part-time position, he or she shall be separated from the College.

Article VIII — Filling of Vacancies

Section 8.1 Posting

All vacancies covered by this Agreement shall be posted within the College only for five (5) working days. The vacancies shall be posted on the Panther Portal. After five (5) working days, the position may be posted outside of the College.

Section 8.2 Filling of Vacancies

Vacancies shall be filled by qualified personnel as follows:

- A. Recall from layoff or from those subject to layoff
- B. Promotion from among employees covered by this Agreement
- C. Anyone else

The senior most qualified employee who bids on the vacancy shall be notified of the recommendation within five (5) days of the end of the selection process. The recommendation shall be forwarded to the Board for its consideration at the next regularly scheduled Board meeting. The qualifications of the employee shall be determined pursuant to application of the criteria contained in Article VII, Section 7.2 of this Agreement.

Section 8.3 Right to Bid

Employees covered under this Agreement shall have the right to bid on any vacancy.

Section 8.4 Bidding Qualifications

Regular bargaining unit qualified employees may bid for vacancies or newly created positions. Those with the most seniority shall be given the first opportunity to be considered for such vacancy. The College agrees that it will award the job to the qualified senior employee bidding, based upon the qualifications and factors contained in Article VII, Section 7.2 of this Agreement, but only if that employee is at least relatively equal in qualifications, ability, and physical fitness where applicable to the other applicants. However, the determination of the qualifications for any job shall rest with the College subject to the grievance procedure set forth in this Agreement. The College shall notify all applicants of the award of the position promptly after approval of a candidate by the Board.

The provisions of this Section shall further be subject to the applicable laws dealing with affirmative action and equal employment opportunity.

The applicable provisions relating to original probationary status in a new position shall prevail pursuant to this Section.

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Section 8.5 New Employees

The College shall notify the Union within ten (10) working days of the date of the hiring of new bargaining unit employees and shall provide the name, salary, and job position of the employee.

Section 8.6 Compensation

Any employee, who has been employed for a period of one (1) year or more and successfully bids into a higher paying position, shall receive a minimum of a ten percent (10%) increase in salary or the minimum of the new salary range, whichever is greater. Any employee who was red-circled in that employee's previous position and who successfully bids into an equal or higher paying position shall be entitled to keep the red-circled rate if it is higher than the promotional increase.

Any employee successfully bidding into a lower salary range shall be compensated at the employee's current rate of pay. The employee's salary shall remain frozen until it falls within the salary range.

Article IX — Discipline

Section 9.1 Just Cause

At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise. However, the Board and the Union recognize that, from time to time, circumstances will arise which require the just dispensation of discipline.

Discipline shall be for just cause shown and shall be performed in a timely and progressive manner. All discipline shall be issued in a private and confidential manner.

Section 9.2 Emergency Suspension

The Board reserves the right to place an employee on suspension or on suspension pending discharge for acts that threaten the effective operation and safety of the institution and those individuals associated with it pending a just cause hearing on the alleged offense(s).

Section 9.3 Types of Discipline

A. Oral Warning

The oral warning shall be delivered to the employee by the supervisor. The supervisor shall draft a memorandum of oral warning. A copy of such memorandum shall be served upon the employee who shall sign a copy to acknowledge receipt thereof and to further acknowledge the employee's understanding that the signed copy shall be retained by the supervisor. Such memoranda may be used as evidence in future disciplinary actions against the employee.

B. Written Warning

A written warning shall be delivered by the College to the employee. All written warnings shall be signed by the employee and placed in the employee's personnel file.

An employee's signature does not constitute an admission of guilt, but only acknowledges receipt of such warning. Such memoranda may be used as evidence in future disciplinary actions with regard to said employee.

C. Suspension

A suspension shall be in writing and shall be delivered by the College to the employee. All suspensions shall be signed by the employee and placed in the employee's personnel file. An employee's signature does not constitute an admission of guilt, but only acknowledges receipt of such suspension. Such memoranda may be used as evidence in future disciplinary actions with regard to said employee.

D. Discharge

E. Employee Rebuttal

The employee may attach a rebuttal, clarifying or explanatory materials to any disciplinary item in his/her personnel file as he/she deems appropriate.

Section 9.4 Pre-Disciplinary Meeting

For discipline other than oral warnings, the College shall notify the Union and schedule a pre-disciplinary meeting with the employee and the Union. Such meeting shall be at a mutually agreed upon time and place. The College shall inform the employee and the Union in writing of the reason(s) for the contemplated discipline at the time of negotiation for the time and place for the pre-disciplinary meeting. The employee and the Union designated person shall have the right to rebut or clarify the reasons for such discipline.

The persons present at the meeting shall be limited to the employee, two (2) Union designated representatives, the supervisor involved, the Director of Human Resources, and the Vice President/Provost of the College or his designee. Unless mutually agreed otherwise, no other person shall be present.

Except as provided in Section 9.2 of this Article, there shall be compliance with the provisions of this Section prior to the imposition of any discipline provided for in Sections 9.2 and 9.3.

Section 9.5 Notification and Measure of Discipline

All levels of disciplinary action taken against an employee shall be done so in writing with the full reasons stated therein. A copy of such disciplinary action shall be served upon the employee and the Union, except in the case of an oral warning wherein the provisions of Section 9.3 (A) of this Article are applicable.

Once the College has determined the measure of discipline for that offense only, it shall not be increased for such offense. The disciplinary action taken shall not be a precedent for any conduct of a similar nature for any other employee.

Section 9.6 Removal of Discipline

The record of any oral and/or written disciplinary actions shall be removed from an employee's personnel file after two (2) years if the employee has received no additional discipline for the same offense. The record of any suspensions and/or discharge shall never be removed from an employee's personnel file.

Article X — Employee Training, Evaluation, Evaluation, Personnel File, and Confidentiality

Section 10.1 Training

The College and the Union recognize the need for training and development of employees to provide more efficient and effective services, and to give employees the opportunity to develop their skills and potential. In recognition of this principle, the College shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials, and equipment normally used in employees' work assignments and periodic changes therein, including, where applicable, procedural manuals. Nothing herein shall preclude the College administration from cross-training its employees within the same bargaining unit as it sees fit.

Section 10.2 Evaluation

A. Informal Evaluation

From time to time the supervisor is encouraged to hold informal evaluation conferences with the employee to discuss work performance, job satisfaction, work-related problems, and the work environment. If work performance problems are identified, the supervisor shall offer constructive suggestions and shall attempt to aid the employee in resolving any problems. If the conference involves a written evaluation, the employee shall be given a copy of the evaluation.

B. Written Evaluation

1. A new bargaining unit member shall be evaluated at the ninetieth (90) and one hundred seventieth (170) days of the one hundred eighty (180) day probationary period.
2. A bargaining unit member who is promoted shall be evaluated after a sixty (60) day period. If the employee fails the evaluation, the employee shall be placed in the previous position.
3. A non-probationary bargaining unit member shall be evaluated annually by the supervisor and additionally as needed pursuant to the provisions of Section 10.2 (A) hereafter.
4. Written evaluations shall be prepared by the employee's supervisor who has first-hand knowledge of the employee's work. The evaluation shall be limited to the employee's performance of the duties described in the job description and as contained and described in the evaluation document. The employee shall be given a copy of the evaluation. If an employee disagrees with the evaluation, the employee may place a written response, signed by the employee, in the employee's personnel file with a copy thereof served upon the evaluating supervisor.

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Section 10.3 Personnel File

The parties shall comply with the Illinois Personnel Records Review Act, 820 ILCS 40/1 *et seq.* The employee personnel file kept by Human Resources shall be the only official personnel file.

Section 10.4 Confidentiality

The Union acknowledges that all bargaining unit employees are bound by all applicable laws, rules, and regulations, concerning confidential information of which the employee learns while employed at Morton College and agree to keep the same confidential. The Union acknowledges that a breach of this confidentiality is just cause for discipline. The College agrees that it will provide updated training regarding the appropriate handling of confidential information at regular intervals for all bargaining unit employees.

Section 10.5 In-Service

Part-time bargaining unit members may attend one (1) campus-wide-in-service day each academic year. Attendance is voluntary but bargaining unit members are encouraged to attend. If the part-time bargaining unit member attends the in-service day, he/she will be paid his/her regular hourly rate for the hours he/she attended up to eight (8) hours.

Article XI — Health and Safety

Section 11.1 Applicability

The College agrees that it shall take all reasonable means to provide a safe and hazard-free workplace for its employees.

No employee shall be required to work under conditions which are unsafe or hazardous. However, unless the work is a clear and present danger to the employee's safety, the employee shall perform the work as required or directed and may grieve the requirement to perform unsafe work.

Section 11.2 Access to Information and Records

The College agrees that the Union may have access to current material data compliance reports submitted to it by manufacturers and vendors as required under applicable law.

The College further agrees, upon the written pre-authorization of an employee covered by this Agreement, that the Union may have access to those applicable injury and illness records maintained by the College for OSHA and worker compensation purposes as they relate to that specific employee.

Section 11.3 Employee Work Refusal

In the event any employee refuses to perform any such work under this Section, the employee shall receive no pay for work not performed, unless the work is found to be unsafe. In the event the work is found to be unsafe either through the grievance procedure or by an arbitrator, the employee shall receive pay for all time lost as a result of not performing such work.

No employee shall utilize the provisions of this Article for the purpose of causing any concerted activity prohibited in this Agreement nor to refuse to perform work or effectuate the withdrawal of services.

Section 11.4 Protective Equipment

Upon the express understanding that employees are required to wear protective equipment provided by the College, the College agrees to provide employees, where appropriate, with necessary protective equipment, including but not limited to, safety glasses and wrist rests.

Neglect or willful refusal to wear or utilize such provided necessary protective equipment shall result in the imposition of discipline up to and including discharge.

Section 11.5 Uniforms and Laboratory Coats

The current policy on uniforms for the Technical Laboratory Assistant shall remain in full force and effect.

Article XII — Grievance Procedure

Section 12.1 Objective

It is the declared objective of the Board and the Union to encourage the prompt resolution of the grievances and complaints of the employees covered by this Agreement as they arise, and to provide recourse to orderly procedures for the satisfactory adjustment of grievances and complaints. In that light, every reasonable attempt shall be made to resolve problems through discussions and communications with the appropriate supervisor who is outside the bargaining unit.

The Director of Human Resources shall establish and maintain a grievance tree by position and employee indicating the non-bargaining unit supervisor appropriate for discussions and communications.

Section 12.2 Definition of Grievance

A grievance shall mean a written complaint by an employee, a group of employees, or the Union that there has been a violation of the specific and express terms of this Agreement, Board policy, or work rules.

However, a grievance shall not be processed where the Board has retained sole and exclusive right to take action under the provisions of the Illinois Educational Labor Relations Act. Any stated exception to the Board's sole and exclusive rights shall be grievable under this grievance procedure.

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Section 12.3 Pre-Grievance Consultation

The Board and the Union agree that a number of potential grievances may be avoided if the affected employee and the appropriate supervisor who is outside the bargaining unit are able to discuss and resolve problems by these means. There may be occasions, however, when the employee believes that, although the defined problem might be resolved by such discussions, the employee would prefer that such consultations and discussions be held on an informal basis by a College representative and a representative of the Union.

In such cases, the employee may contact the Union representative, who shall be either the Union Grievance Chair or Union President, to set forth the problem area. Thereupon, the Union representative shall contact the Director of Human Resources. Such request shall be presented within ten (10) days of the alleged grievable occurrence.

A pre-grievance consultation is mandatory. The content of these discussions shall not be used in the processing of grievances. If the potential grievance is not resolved by this procedure, then in that event, the filing of a grievance at Step 1 shall commence.

The time limit for filing a grievance provided for in Section 12.4 hereof shall be tolled until the pre-grievance consultation is held, and shall commence on the first working day thereafter.

Section 12.4 Grievance Steps

The following three (3) step procedure is the exclusive remedy for employees and the Union concerning all matters arising under this Agreement. The designee of the College, at each successive Step provided for in this procedure, shall be someone who has more authority than the person at the previous Step.

All grievances, except as allowed for in Section 12.4A, shall be processed as follows.

Step 1 An employee covered by this Agreement or the Union, in the case of any Union grievance, shall submit the grievance, in writing, indicating the provision of this Agreement, Board policy, or work rule(s) alleged to be involved and the relief requested to the Director of Human Resources. The Vice President/Provost shall arrange for a meeting with the grievant and Union within ten (10) working days of receipt of the written grievance to fully discuss the subject matter thereof.

The Vice President/Provost shall provide a written answer to the grievant and the Union representative within ten (10) working days after said meeting.

Step 2 If the grievance is not settled in Step 1 and the grievant and the Union wish to appeal, the grievance may be appealed by the grievant and the Union, in writing to the President within ten (10) working days after the answer in Step 1. Such grievance shall be signed by both the individual grievant and the Union representative, and shall include a statement of the provision(s) of this Agreement, Board policy, or work rule(s) alleged to be involved and of the relief requested.

The President shall discuss the grievance, within ten (10) working days, with the grievant and the Union representative, at a time mutually agreeable to the parties.

If a settlement is reached pursuant to the provisions of this Step, the said President shall issue a written agreement signed by the President, the grievant, and the Union representative.

If no settlement is reached, the President shall give a written answer to the grievant and the Union within ten (10) working days following their meeting.

Step 3 If the grievance is not settled in accordance with the foregoing procedure, the grievant and the Union may serve written notice of intention to arbitrate within twenty (20) working days after receipt of the answer in Step 2.

For each grievance advanced to arbitration, the Parties shall obtain a list of seven (7) recognized arbitrators from an organization that is recognized as providing such lists, such as the Federal Mediation and Conciliation Service. Upon receipt of such list each party shall strike a name from the list until there is one name remaining. The remaining individual shall be the arbitrator. The order of striking shall be determined by a coin toss. Each party reserves the right to strike an entire list and obtain a substitute list at its own cost. Alternatively, the parties may choose an arbitrator by agreement.

A. Grievances Involving Termination

All grievances involving termination of employee(s), who have completed their probationary periods, shall be initiated at Step 2 of the grievance procedure. If the grievance is not settled at Step 2 and proceeds to Step 3, all terms and conditions of Step 3 will remain in effect.

Section 12.5 Authority of Arbitrator

The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from, or change the provisions of this Agreement, applicable work rules, or any applicable Board policy. The arbitrator shall consider and decide only the specific issue(s) submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law.

The arbitrator shall submit a decision, in writing, within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon the interpretation of the meaning or application of the specific terms of this Agreement, Board policy, or applicable work rules involved to the facts of the grievance presented. To the extent the arbitrator awards any damages for back-pay, he/she must offset the same with the employee's interim earnings. The decision of the arbitrator shall be final and binding on the parties and shall be immediately implemented.

Section 12.6 Expense of Arbitration

The fees and expenses of the arbitrator and the cost of a written transcript provided to the arbitrator at the arbitrator's request shall be divided equally between the Board and the Union.

In the event that the arbitrator does not request a transcript and a party desires and 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.

All other expenses shall be borne solely by the party incurring them.

Unless the parties mutually agree otherwise, arbitration hearings shall be held at the College.

Section 12.7 Time Limits for Filing

No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the grievant had knowledge, or should have had knowledge, of the alleged violation giving rise to the grievance. Time limits may be extended only by written mutual agreement. Failure to communicate a decision within the specified time limits shall automatically move the grievance to the next step. Failure by the grievant and the Union to take action in the grievance structure by the specified time limits shall constitute a waiver by the grievant and the Union of any further rights to pursue the grievance.

Section 12.8 Time of the Essence

The parties agree that the objective of time limits, as provided for herein, is to effectuate a final conclusion of the subject matter of the grievance. In regard thereto, the parties specifically declare and agree that time is of the essence in the performance of all obligations pursuant to this Article and the Sections thereof.

The parties desire and mutually agree that the provisions of this Article and all Sections hereunder shall be strictly construed.

The parties, however, understand and agree that time limits may be extended by the parties through the execution of a mutually agreed upon written agreement.

Upon the asserted failure of either party to perform any act required by the time specified, barring mutual resolution thereof, the parties shall jointly submit the matter of such failure to expedited binding arbitration as provided in Article XII, Section 4, Step 3 *et Seq.*

Section 12.9 Miscellaneous Provisions

- A. All disputes arising under this Agreement shall be resolved either by agreement or through the grievance procedure. Concerning matters arising outside of the provisions of this Agreement, wherever applicable, employees shall utilize other channels for amelioration of complaints or disagreements not specifically covered by any provisions of this Agreement.
- B. Forms, mutually agreed upon, for the filing of grievances shall be prepared by the College and given appropriate distribution so as to facilitate the operation of the grievance procedure.
- C. Nothing contained in this Article shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of the arbitrator's decision.
- D. Conferences, meetings, and hearings held pursuant to the grievance procedure shall be set by mutual agreement.
- E. The Union representative shall inform the College, in writing, of all persons authorized to settle grievances on a Step or to advance grievances to the next Step. Only those persons shall settle or advance such grievances. The appeals and answers provided at each Step of the grievance procedure shall be in writing and shall fully set forth the reasons therefore.
- F. Attendance at meetings and hearings held under this grievance procedure shall be limited to those persons specified in the procedure, witnesses, resource people required by either party, and legal counsel for the parties. These meetings shall be

- scheduled at a time and place mutually agreeable to the College and the Union. No employee entitled to be present shall suffer loss of pay because of participation in this grievance procedure.
- G. Any grievance settled shall not be a precedent.
 - H. When the Union files a grievance involving an individual Union member or a group of Union members, such grievance shall be signed by the Union representative.
 - I. Any individual who files a grievance shall sign such grievance. Groups of individuals shall each individually sign a joint grievance. A Union grievance shall be signed by the Union representative.
 - J. The filing or pendency of any grievance under the provisions of this Article shall not prevent the College and its administration from taking the action complained of, subject however, to the final decision on the grievance.
 - K. The grievance and arbitration procedures of this Agreement shall not apply to any matter as to which the Board is without authority to act or concerning which the Union is not authorized to represent employees covered by this Agreement.
 - L. Nothing contained in this Article or elsewhere in this Agreement shall be construed to deny to the Board, the Union, or any employee their rights under applicable law, resolutions, rules, or regulations having the force and effect of law.

Article XIII — Leaves of Absence

Section 13.1 Administration of Leave Plans

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 Article VI (Hours of Work), Section 6.1 (Work Week). The hourly rate will not be affected by this section and will be governed by Section 1.5. 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.

Section 13.2 Part-Time Benefits

All employees who work less than thirty-seven and one half (37.5) hours per week shall receive seven (7) days off with pay. These days may be used as sick days, vacation days, or holidays.

Such days shall consist of the number of hours worked by each such employee on their normal work day.

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Section 13.3 Bereavement Leave

A. Family Members

In the event of a death in the employee's spouse or domestic partner, child, or parent (and the respective step equivalent of the same), the employee 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 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 take 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.

Section 13.4 Personal Emergency Leave

Each full-time bargaining unit employee shall be credited with two (2) days of personal emergency leave each benefit year.

Personal emergency leave may be used to accommodate events such as a critical illness or marriage in one's immediate family, transportation difficulty, court attendance, or for 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 by the employee's supervisor. Personally compelling and highly confidential requests may be submitted orally to the Director of Human Resources. If needed, additional personal emergency leave may be approved. Additional personal emergency leave shall be charged against the bargaining unit employee's accumulated sick leave.

Emergency leave days which remain unused at the end of each contract year shall be converted to sick leave days and credited to the sick leave account of each employee. The leave provided for in this Section is available only to full-time bargaining unit employees as defined in this Agreement.

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Section 13.5 Vacation Leave

A full-time bargaining unit member 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	11 days per year
6 through 10 years	16 days per year
11 through 15 years	20 days per year
16 years and over	22 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 bargaining unit member's supervisor, area administrator, and the appropriate Vice President/Provost. Vacation leave in excess of two (2) continuous weeks ordinarily is not granted, unless otherwise approved by the Vice President/Provost.

If a conflict arises, the supervisor shall approve vacation requests first according to the personnel needs of the department and, thereafter, according to seniority. Requests for vacation shall not be arbitrarily or unreasonably denied.

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.

Vacation days accumulated in excess of thirty (30) days and not taken prior to January 15 will be automatically converted to medical days on a two-to-one ratio. Further, upon separation from the College, an employee may elect to convert accumulated vacation days to medical days on a one-to-one basis.

All unused vacation leave, computed at a full-time bargaining unit member's daily rate of compensation, is paid to the full-time bargaining unit member or beneficiary in the event of termination, retirement, or death. Vacation leave for a full-time bargaining unit member who terminates employment prior to the end of the benefit year is prorated.

Part-time, temporary, and casual employees are not entitled to this benefit, except as referred to in Article 13.2.

Section 13.6 Sick Leave

A full-time bargaining unit member earns 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 bargaining unit member 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 fifteen (15) minutes before the bargaining unit member's shift is scheduled to begin. The supervisor should be notified each day that a bargaining unit member is absent from work.

Morton College reserves the right to require a bargaining unit member to furnish a physician's statement describing the nature of the illness or injury and indicating when the bargaining unit member may return to work. Morton College may also require a bargaining unit member 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 shall 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 bargaining unit member's supervisor, area administrator, and the appropriate Vice President/Provost.

While on vacation, days on which a full-time bargaining unit member 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 bargaining unit member's sick leave.

Section 13.7 Partial Sick Leave and Sick Leave Bank

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

As of the effective date of this Agreement, the Partial Sick Leave provision is eliminated. In its place is a Sick Leave Bank.

At the beginning of each fiscal year, each part-time and full-time employee desiring membership in the sick leave bank shall contribute at least one medical leave day of his/her accumulated allowance to a common bank to be administered by the Union. Employees who are members of the sick leave bank, who have exhausted their accumulated sick leave and personal days, may make reasonable withdrawals as determined by the Union from the sick leave bank, provided that there are sufficient days available in the bank and provided that a physician's statement is included with each request for such benefits.

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

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

The benefit part-time employees may receive from the sick bank must be reflective of the part-time employee's work hours at the time application is made.

An employee whose withdrawal from the sick leave bank is approved by the Union, will continue to receive such sick leave days from the bank until either the exhaustion of the sick leave bank or the decision of the Union to terminate such withdrawals.

The Union shall indemnify and hold the Board and its staff harmless against any and all claims,

demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Union in administering the sick leave bank.

Section 13.8 Jury Duty Leave

A full-time bargaining unit member who is selected for jury duty suffers no loss of pay. The employee may utilize the daily compensation for jury duty for transportation, meals or any other expenses related to jury duty. Evidence of payment for jury duty must be submitted to the Director of Human Resources no later than ten (10) business days after the date of said jury duty. Part-time, temporary, and casual employees are not entitled to this benefit.

Section 13.9 Holidays Observed

The following days have been approved by the Board as paid holidays and days off for bargaining unit members:

- Martin Luther King Jr.'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
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day (and the Friday immediately following)
- Christmas Break (10 work days – four [4] days are considered holidays)
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
 - New Year's Day

*Formerly known as "Good Friday" prior to judicial abolition

A bargaining unit member 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 bargaining unit member 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.

Section 13.10 Family Medical Leave Act (FMLA)

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

Section 13.11 Disability Leave

A full-time bargaining unit member who is judged by a physician to be unable to work because of a temporary or permanent disability, eligible for benefits provided under FMLA, and who has exhausted all other entitled paid leaves is placed on an unpaid disability leave for a maximum of one (1) year. While on disability leave, an employee must submit, as requested, a physician's statement indicating ability to work. Morton College may require an employee to visit a physician chosen and paid for by Morton College to verify disability.

No compensation shall be paid by Morton College to such a full-time employee on disability leave. However, all insurance benefits remain in force provided that the employee makes all necessary employee contributions. Before returning to work, an 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 bargaining unit member to return to the same position, all reasonable efforts shall be made to arrange a transfer to a comparable position with approximately the same salary range. If such a transfer is not possible, then in that event, the employee shall go on layoff status pursuant to the provisions of Article VII, Sections 7.6 and 7.7 of this Agreement.

Sick, partial sick, personal emergency, and vacation leaves do not accrue while a full-time bargaining unit member is on disability leave. Seniority does not continue to accrue (but is not lost) while a full-time bargaining unit member is on disability leave. Part-time, temporary, and casual employees are not entitled to this benefit.

If a disabled employee returns to work and within thirty (30) days again becomes disabled from the same cause, it shall be considered the same disability. If the employee becomes disabled after working thirty (30) days but less than one (1) year, the employee shall be eligible for the unused portion of the original disability leave. After working one (1) year, the employee shall be eligible for a disability leave not to exceed one (1) year.

Disability leave shall not be available until a new employee has completed one (1) year of service unless the disability is caused by an accident. In that event, the duration of the leave shall equal the number of months the employee has worked for the College.

Article XIV — Educational Benefits

Section 14.1 Tuition Waiver and Reimbursement for Full-Time Bargaining Unit Members

- A. A full-time bargaining unit member, spouse, or tax dependent may receive a tuition waiver for credit and non-credit courses offered by Morton College. A full-time bargaining unit member is responsible for the payment of all required course fees and books and may use monies granted under Section 14.1C for these expenses. Tuition waiver forms are available in the Office of Human Resources.
- B. A full-time bargaining unit member is also entitled to full reimbursement for tuition and books for one (1) class per semester for job-related courses approved by the supervisor, area administrator, and appropriate Vice President/Provost taken outside of Morton College at another fully accredited college, as long as that class is not

offered at Morton College. In no case shall the reimbursement exceed the employee's out-of-pocket expense. In no case shall reimbursement exceed four thousand dollars (\$4,000) 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.

- C. A full-time bargaining unit member is entitled to a maximum of four hundred and twenty-five dollars (\$425.00) 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 three presentation of required documentation to the Director of Human Resources.
- D. Employees may assign to another bargaining unit member, part or all of the four hundred and twenty-five dollars (\$425.00) in 14.1C. 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 four hundred and twenty-five (\$425.00) in assigned money. The assigned money must be used for job related tuition, workshops and seminars.
- E. The following types of items are under no circumstances eligible for reimbursement Apple TV, televisions, Apple watch, or other smart /electronic watch.
- F. Technology related items allowed as a professional development expense under section C include ergonomic keyboards, cellular phones, laptops, desktop computers, tablets.
- G. As allowed for in Section 14.1F a member may receive reimbursement for a cell phone purchase one (1) time during the life of this contract FY20 through FY24.

Section 14.2 Tuition Waiver for Part-Time Bargaining Unit Members

A part-time bargaining unit member shall receive a tuition waiver for one (1) course per semester at Morton College. The course may be for credit or non-credit. A part-time bargaining unit member is responsible for the payment of all required course fees. Tuition waiver forms are available in the Human Resources.

Section 14.3 Compensation for Educational Improvement

Employees shall receive a one-time only stipend for completion of an Associate's Degree, Bachelor's Degree, or Master's Degree. The following criteria shall apply:

- A. An employee will be eligible for only one stipend at each level of educational attainment.
- B. Employees currently holding one or more of the above degrees are ineligible for stipends for those degrees.
- C. Stipends will be awarded as follows:

Certificate Program	\$250
Associate's Degree	\$500
Bachelor's Degree	\$500

Master's Degree \$750

Stipends will be awarded upon completion of the program and submission of proof of completion to the Director of Human Resources.

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Article XV — Benefits

Section 15.1 Medical, Dental, Vision, and Long-Term Care Insurance

The Board agrees to provide medical benefits including, but not limited to, medical, dental, vision and long-term health care insurance. These benefits shall be granted to all full-time bargaining unit employees and their dependents to the extent they are granted to full-time members of the faculty at Morton College.

The benefits granted to the full-time members of the faculty of Morton College, and through Section 15.1 of this Agreement, to the full-time bargaining unit members of the classified staff, are outlined in Exhibit A attached hereto.

Section 15.2 Life Insurance

The Board agrees to pay for a group term life insurance policy with accidental death and dismemberment provisions for each full-time member equal to his or her annual salary rounded to the closest, lowest thousand dollars, but not less than \$50,000. Additional term life insurance for the employee and his or her dependents shall be available at the time of employment and during open enrollment periods. The premiums shall be paid by the employee.

Section 15.3 IRS Section 125

A full-time employee is eligible to participate in the Morton College Flexible Benefits Program. The program includes premium conversion, medical reimbursement, and dependent care components; and conforms to provisions contained in Internal Revenue Service Section 125.

Section 15.4 Credit Union

An employee is eligible to apply for membership in the Great Lakes Credit Union.

Article XVI — Salary Ranges, Hiring Wage Guidelines, and Compensation

Section 16.1 Salary Ranges

- A. Effective July 1, 2019, all minimums and maximums shall be increased by 3.0%.
- B. Effective July 1, 2020, all minimums and maximums shall be increased by 3.0%.
- C. Effective July 1, 2021, all minimums and maximums shall be increased by 3.0%.
- D. Effective July 1, 2022, all minimums and maximums shall be increased by 3.0%.
- E. Effective July 1, 2023, all minimums and maximums shall be increased by 3.0%.

Full-time employees shall be compensated according to the salary ranges shown below:

Job Titles	FY 20		FY 21		FY 22		FY 23		FY 24	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Range I										
Accounts Payable Clerk	\$34,387	\$53,515	\$35,418	\$55,120	\$36,481	\$56,774	\$37,575	\$58,477	\$38,702	\$60,231
Admissions and Records Clerk II	\$34,387	\$53,515	\$35,418	\$55,120	\$36,481	\$56,774	\$37,575	\$58,477	\$38,702	\$60,231
Service Aid – Bookstore	\$34,387	\$53,515	\$35,418	\$55,120	\$36,481	\$56,774	\$37,575	\$58,477	\$38,702	\$60,231
Switchboard Operator	\$34,387	\$53,515	\$35,418	\$55,120	\$36,481	\$56,774	\$37,575	\$58,477	\$38,702	\$60,231
Writing and Math Center Assistant	\$34,387	\$53,515	\$35,418	\$55,120	\$36,481	\$56,774	\$37,575	\$58,477	\$38,702	\$60,231
Range II										
Account Clerk 2nd Shift	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Accounting Assistant - Purchasing & Payables	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Administrative Assistant	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Admissions and Records Clerk I	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Adult Education Records Specialist	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Advisor Clerk I	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Assistant Bookstore Manager	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Cashier	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Coordinator of Duplication Services	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Health Career Support Specialist	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Library Technical Assistant I	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Pre-K Teacher Assistant	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Project Activity Assistant	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Program Support Specialist	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591

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Range III										
Administrative Assistant, Deans Office	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Adult Ed Assessment/Retention/Transition Specialist	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Athletics Assistant	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Coordinator of Accounts Receivable & Payroll	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Coordinator of Student Record Services	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Facilities & Operations Specialist	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Financial Aid Assistant	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Financial Aid Assistant - Loans	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Financial Aid Asst. - Satisfactory Academic Progress	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Helpdesk and Technical Support Specialist	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Information Support Specialist	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Library and Museum Liaison	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Library Electronic System Specialist	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Program Support Specialist I	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Public Assistance Specialist	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Scheduling Coordinator	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Student Activities and Leadership Assistant	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Student Development & Records Specialist	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Student Success Center Support Specialist	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Range IV										
Adult Education Data & Enrollment Specialist	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Athletic Success Coordinator	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Computer Programmer	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Coordinator of Helpdesk & Tech Services	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Data & Research Analyst	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Enrollment Specialist	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Network and Computer System Analyst I	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Pre-K Teacher	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Senior Technical Support Specialist	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Student Development Liaison	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Theatre Manager	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888

Range V										
Academic Advisor	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Cohort Advisor	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Coordinator of Fitness Center and Wellness	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Coordinator of Marketing and Communications	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Coordinator of Student Success Programs	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Coordinator of Student Activities	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Credential Analyst/Degree Auditor	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Multimedia Specialist I	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Retention & Transition Coordinator	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Web Content Developer	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Range VI										
Academic Advisor - Disabilities and Mental Health	\$65,495	\$118,346	\$67,459	\$121,896	\$69,483	\$125,553	\$71,568	\$129,320	\$73,715	\$133,199
Bookstore Manager	\$65,495	\$118,346	\$67,459	\$121,896	\$69,483	\$125,553	\$71,568	\$129,320	\$73,715	\$133,199
Coordinator of Adult Education	\$65,495	\$118,346	\$67,459	\$121,896	\$69,483	\$125,553	\$71,568	\$129,320	\$73,715	\$133,199
Coordinator of Athletics	\$65,495	\$118,346	\$67,459	\$121,896	\$69,483	\$125,553	\$71,568	\$129,320	\$73,715	\$133,199
Coordinator of Childcare and Pre-K Services	\$65,495	\$118,346	\$67,459	\$121,896	\$69,483	\$125,553	\$71,568	\$129,320	\$73,715	\$133,199
Coordinator of Cohort Programming	\$65,495	\$118,346	\$67,459	\$121,896	\$69,483	\$125,553	\$71,568	\$129,320	\$73,715	\$133,199
Learning Management System Administrator	\$65,495	\$118,346	\$67,459	\$121,896	\$69,483	\$125,553	\$71,568	\$129,320	\$73,715	\$133,199
MIS Integration/Procurement Analyst	\$65,495	\$118,346	\$67,459	\$121,896	\$69,483	\$125,553	\$71,568	\$129,320	\$73,715	\$133,199
Testing & Assessment Specialist	\$65,495	\$118,346	\$67,459	\$121,896	\$69,483	\$125,553	\$71,568	\$129,320	\$73,715	\$133,199

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Section 16.2 Salary Adjustments

A. Salary Adjustment in FY 2020

Full-time bargaining unit members hired before June 30, 2019, whose salary increases are not covered by Sections 17.2 or 17.3 shall receive a 3.5 percent salary increase up to the maximum of the salary range for their position.

B. Salary Adjustment in FY 2021

Full-time bargaining unit members hired before June 30, 2020, whose salary increases are not covered by Sections 17.2 or 17.3 shall receive a 3.5 percent salary increase up to the maximum of the salary range for their position.

C. Salary Adjustment in FY 2022

Full-time bargaining unit members hired before June 30, 2021, whose salary increases are not covered by Sections 17.2 or 17.3 shall receive a 3.5 percent salary increase up to the maximum of the salary range for their position.

D. Salary Adjustment in FY 2023

Full-time bargaining unit members hired before June 30, 2022, whose salary increases are not covered by Sections 17.2 or 17.3 shall receive a 3.5 percent salary increase up to the maximum of the salary range for their position.

E. Salary Adjustment in FY 2024

Full-time bargaining unit members hired before June 30, 2023, whose salary increases are not covered by Sections 17.2 or 17.3 shall receive a 3.5 percent salary increase up to the maximum of the salary range for their position.

Section 16.3 Part-Time Hiring Wage Guidelines

Effective July 1, 2019, all part-time minimum hiring wages shall be increased 3%.

Effective July 1, 2020, all part-time minimum hiring wages shall be increased 3%.

Effective July 1, 2021, all part-time minimum hiring wages shall be increased 3%.

Effective July 1, 2022, all part-time minimum hiring wages shall be increased 3%.

Effective July 1, 2023, all part-time minimum hiring wages shall be increased 3%.

The following hiring wage guidelines shall be used to establish the minimum wage for part-time employees. It is understood by both parties that adjustments to the guidelines may be made from time-to-time.

SECTION CONTINUES ON NEXT PAGE

Job Title	FY 20 <u>Minimum</u>	FY 21 <u>Minimum</u>	FY 22 <u>Minimum</u>	FY 23 <u>Minimum</u>	FY 24 <u>Minimum</u>
Administrative Assistant	\$13.84	\$14.26	\$14.69	\$15.13	\$15.58
Admissions and Records Clerk II	\$13.84	\$14.26	\$14.69	\$15.13	\$15.58
Bookstore Services Aide (Evenings)	\$13.84	\$14.26	\$14.69	\$15.13	\$15.58
Bookstore Support Specialist	\$13.84	\$14.26	\$14.69	\$15.13	\$15.58
Service Aide	\$13.84	\$14.26	\$14.69	\$15.13	\$15.58
Student Success Center Service Asst.	\$13.84	\$14.26	\$14.69	\$15.13	\$15.58
<u>Range B</u>					
Computer Lab Paraprofessional	\$15.22	\$15.68	\$16.15	\$16.63	\$17.13
Data Center Paraprofessional	\$15.22	\$15.68	\$16.15	\$16.63	\$17.13
Fitness Center Specialist	\$15.22	\$15.68	\$16.15	\$16.63	\$17.13
GED Test Proctor	\$15.22	\$15.68	\$16.15	\$16.63	\$17.13
Library Technical Assistant II	\$15.22	\$15.68	\$16.15	\$16.63	\$17.13
Site Supervisor	\$15.22	\$15.68	\$16.15	\$16.63	\$17.13
Technical Laboratory Assistant	\$15.22	\$15.68	\$16.15	\$16.63	\$17.13
Testing Assistant	\$15.22	\$15.68	\$16.15	\$16.63	\$17.13
<u>Range C</u>					
Academic Skills Center Specialist	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
Acad. Skills Center ESL Specialist	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
Bookstore Services Aide (mornings)	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
Coordinator of Child Learning Center	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
Fitness Center Technician	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
Computer Support Specialist III	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
Peer Tutor Training Specialist	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
Seminars Coordinator	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
Seminars Coordinator - Family Literacy	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
Writing/Math Center Coordinator	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
<u>Range D</u>					
Academic Advisor II	\$18.68	\$19.24	\$19.82	\$20.41	\$21.02
Accounting Clerk	\$18.68	\$19.24	\$19.82	\$20.41	\$21.02
Computer Support Specialist II	\$18.68	\$19.24	\$19.82	\$20.41	\$21.02
<u>Range E</u>					
Academic Advisor I	\$20.76	\$21.38	\$22.02	\$22.68	\$23.36
<u>Range F</u>					
Alt. Chief Examiner - GED Test	\$24.92	\$25.67	\$26.44	\$27.23	\$28.05
Computer Support Specialist I	\$24.92	\$25.67	\$26.44	\$27.23	\$28.05
Project Coordinator	\$24.92	\$25.67	\$26.44	\$27.23	\$28.05

Section 16.4 Part-Time Wage Adjustments

A. Wage Adjustment in FY 2020

Part-time bargaining unit members hired before June 30, 2019 shall receive a 3.5 percent wage increase or the minimum of the new pay range or whichever is greater.

B. Wage Adjustment in FY 2021

Part-time bargaining unit members hired before June 30, 2020 shall receive a 3.5 percent wage increase or the minimum of the new pay range or whichever is greater.

C. Wage Adjustment in FY 2022

Part-time bargaining unit members hired before June 30, 2021 shall receive a 3.5 percent wage increase or the minimum of the new pay range or whichever is greater.

D. Wage Adjustment in FY 2023

Part-time bargaining unit members hired before June 30, 2022 shall receive a 3.5 percent wage increase or the minimum of the new pay range or whichever is greater.

E. Wage Adjustment in FY 2024

Part-time bargaining unit members hired before June 30, 2023 shall receive a 3.5 percent wage increase or the minimum of the new pay range or whichever is greater.

Section 16.5 Longevity Pay

Longevity pay will be granted each year to those full-time bargaining unit members who achieve the following bargaining unit service years as of July 1 of each contract year. This does not become a part of the members' base hourly rate. The payment will be made on the first payroll in December.

08-10 years \$300

11-15 years \$500

16-20 years \$750

21-30 years \$1,000

31 years and over \$1,500

Regular part-time employees shall receive longevity pay as follows:

08-10 years \$175

11-15 years \$300

16-20 years \$450

21 years and over \$600

Section 16.6 New Employees

New employees hired at more than the mid-point of the salary range shall not receive a salary increase until they have completed one (1) year of service.

Section 16.7 Proration of Salary and Benefits

The annual salary and vacation and emergency leave benefits of a full-time bargaining unit member who begins employment after the first day of the fiscal year are prorated. The prorations are based upon the number of work days remaining in the fiscal year. Similar calculations are performed whenever a full-time bargaining unit member terminates employment before the end of the fiscal year. A reduction in the amount of a full-time bargaining unit member's final paycheck may occur as a result of these calculations and adjustments.

The leave benefits extended to a part-time bargaining unit member who begins employment after the first day of the fiscal year are prorated. An adjustment to the leave benefit is made whenever a part-time bargaining unit member terminates employment before the end of the fiscal year. This may result in a reduction in the amount of the final paycheck a part-time bargaining unit member receives.

Section 16.8 Higher Learning Commission Committee Work

If selected to officially serve on a Higher Learning Commission ("HLC") Committee, the College President may award the classified staff member for his/her work with release time and/or compensation to be determined by the College President.

Article XVII — Position Classifications

Section 17.1 Classification Review

The Board and the Union shall establish an eight (8) person Classification Review Committee. The committee shall be comprised of four (4) representatives appointed by the Board and four (4) representatives appointed by the Union. Appointments shall be made so as to ensure that each division within the College is represented.

The committee shall meet in February at either party's request of each year to review job classifications based upon the recommendations of the Union representatives. The committee shall review no more than five (5) job classifications per year.

The committee shall examine the job classifications and make recommendations based upon the job descriptions of comparable positions at other colleges and internal equity and worth.

After the committee makes a recommendation, the President shall forward the recommendation of the committee to the Board for final action.

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Section 17.2 Compensation Adjustment

Bargaining unit employees moved to a higher job classification shall receive a minimum of a ten percent (10%) increase in salary/rate or the minimum of the new classification, whichever is greater.

The salary increase shall be prospective and shall be effective on July 1 of the succeeding fiscal year in which the committee reviewed the position.

Section 17.3 Salary Range Adjustment

The committee provided for in Section 17.1 may annually consider the minimum and maximum salaries assigned to specific job classification ranges. The committee must reach consensus before a recommendation to adjust a classification range is made. If there is no consensus, the range shall remain the same.

After the committee makes a recommendation, the President shall forward the recommendation of the committee to the Board for final action.

If the Board increases the range, a full-time bargaining unit employee will receive the percentage increase of the newly established range.

Article XVIII — Past Practice

This Agreement shall supersede and negate any and all alleged conflicting past practices which may have existed or which may have been alleged to exist at the College as of the effective date of this Agreement, but only to the extent that there are provisions in this Agreement that specifically relate to that alleged past practice. The parties agree that any practices which may arise during the term of this Agreement that are not contrary to or which do not conflict with the written provisions of this Agreement, shall conform to the elements enumerated in this Section.

Either party's respective failure to enforce any provision of this Agreement does not constitute a waiver thereof or the establishment of past practice contrary to the written terms of this Agreement.

The College agrees that, upon request of the Union, it shall through its administration meet and consult with the Union relative to any past practices pertaining to wages, hours, and conditions of employment.

The parties agree that the following four (4) requirements must exist for an alleged past practice to qualify as a bona fide binding practice whether under the provisions of this Agreement or at any time prior thereto:

- A. The asserted past practice must be reasonably consistent
- B. The asserted past practice must be clearly stated in writing or clearly articulated in an ascertainable manner

SECTION CONTINUES ON NEXT PAGE

- C. The asserted past practice shall have been acted upon
- D. The asserted past practice must be readily ascertainable over a reasonable period of time as a reasonably fixed and established practice accepted by both parties to this Agreement

Article XIX — Severability

Any article, section, provision, sentence, or clause of this Agreement held to be illegal will not be deemed valid, except to the extent permitted by law. However, the remainder of this Agreement shall remain in full force and effect for the entire term of the Agreement.

In the event any article, section, provision, sentence, or clause of this Agreement is determined to be invalid by a court of competent jurisdiction, and thereafter no appeal is taken by either party within the appropriate period, the parties shall renegotiate the article, section, provision, sentence, or clause of the Agreement so deemed to be invalid.

Article XX — Printing of Agreement

The Board shall be responsible for the printing of sufficient copies of the Agreement and shall provide the Union an opportunity to proof the Agreement prior to printing. The cost of printing the Agreement shall be borne by the Board. The Board shall distribute one (1) copy of the Agreement to each bargaining unit member and shall supply twenty (20) copies of the Agreement to the Union.

Article XXI — Term of Agreement

This Agreement shall be effective July 1, 2019 and shall remain in full force and effect until 11:59 PM June 30, 2024.

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Article XXII — Written 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 of the College to the Union shall be addressed as follows:

The President
Morton College Classified Federation
Cook County College Teachers Union AFT, Local 1600
3801 S. Central Avenue
Cicero, IL 60804

and

Morton College Classified Union
Cook County College Teachers Union AFT, Local 1600
1901 W Carroll Ave STE 200
Chicago, IL 60612

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

The Morton College Board of Trustees
Community College District No. 527
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 of the College to an employee of the College covered by this Agreement shall be addressed to the employee 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.

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EXECUTED THIS 22 DAY OF July, 2020, AT CICERO, ILLINOIS by the undersigned, all having been duly authorized by their respective parties and intending to be legally bound hereby:

**MORTON COLLEGE, COMMUNITY
COLLEGE DISTRICT 527, COUNTY
OF COOK, STATE OF ILLINOIS**

**MORTON COLLEGE CLASSIFIED
STAFF FEDERATION, COOK
COUNTY COLLEGE TEACHERS
UNION AFT, LOCAL 1600**



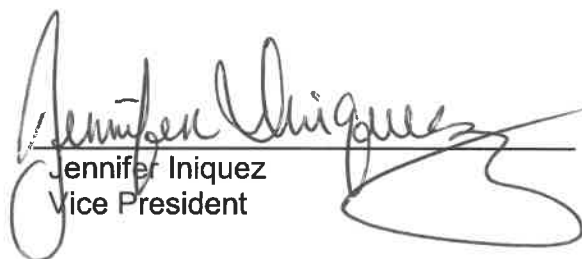
Frances Reitz
Chair, Board of Trustees



Eric Porod
President



Jose Collazo
Secretary, Board of Trustees



Jennifer Iniguez
Vice President

Exhibit A – Insurance Coverage

Medical Insurance

Employee Coverage

The full-time bargaining unit member agrees to pay the following percentage of the rate for the comprehensive medical insurance program provided by the College:

YEAR	SINGLE - % of Employee Contribution	FAMILY- % of Employee Contribution
2019-2020	HMO 11% PPO 14%	HMO 31% PPO 36%
2020-2021	HMO 11% PPO 14%	HMO 31% PPO 36%
2021-2022	HMO 11% PPO 14%	HMO 31% PPO 36%
2022-2023	HMO 11% PPO 14%	HMO 31% PPO 36%
2023-2024	HMO 11% PPO 14%	HMO 31% PPO 36%

The Board agrees to pay the premiums for the comprehensive medical insurance program provided by the College to full-time bargaining unit members less the full-time bargaining unit member's percentage of contribution as set forth in the chart above.

Dependent and Family Coverage

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

Husband and Wife Employed

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

Dental Insurance

Employee Coverage

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

Dependent Coverage

The Board agrees to pay seventy-five percent (75%) of the per annum dependent rate for the dental insurance program provided by the College. Participation shall be at the election of the full-time bargaining unit member. The member must disclose if coverage

exists (or the potential for coverage) from any other source and must agree to coordinate benefits between the carrier for the College and the secondary source. Failure to do so will result in the loss of family and/or dependent coverage from the Board.

Husband and Wife Employed

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

Benefits

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

Vision Insurance

Employee Coverage

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

Dependent Coverage

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

Husband and Wife Employed

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

Benefits

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

Long-Term Care Insurance

Employee Coverage

The Board agrees to provide at the full-time bargaining unit member's expense base long-term care insurance program provided by the College.

Benefits

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

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