

AGREEMENT

2024-2028

Between the Board of Community College District No. 524,
County of Cook and State of Illinois
and the

Moraine Valley Faculty Association

A Chapter of the
Cook County College Teachers Union

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THIS AGREEMENT is entered into by and between the Board of Community College District No. 524, County of Cook and State of Illinois, hereinafter referred to as the "Board" and the Moraine Valley Faculty Association, a chapter of the Cook County College Teachers Union, hereinafter referred to as the "Association" as the exclusive collective bargaining unit as defined in Article 1.

WHEREAS, the Board and the Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the faculty members in the unit covered by this Agreement insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Moraine Valley Community College and are consonant with the paramount interests of the public; and

WHEREAS, the Association and the Board are vitally concerned with the education and welfare of the student body; and

WHEREAS, it is the intention of the parties to this Agreement to provide for the salary schedule, fringe benefits and the professional status and the best conditions of employment of the faculty members in the unit covered by this Agreement, to prevent interruptions of work and to provide for the efficient meeting of institutional purposes and the efficient operation of Moraine Valley Community College, and to provide an orderly and prompt method of handling and processing grievances:

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 The term "academic year" means the fall and spring semesters.

1.2 The term "Agreement" shall mean this current collective bargaining Agreement between the Board and the Association. This Agreement shall not apply to the Board's continuing education general studies program, except for Article 8.7, and shall apply to all credit activity and instruction by Moraine Valley Community College.

1.3 The term "Board", in addition to meaning the Board of Community College District No. 524, County of Cook and State of Illinois, shall also mean any administrator(s) the Board may designate.

1.4 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.

1.5 The organizational structure of the college shall be at the discretion of the Board of Trustees. The Faculty Association through its president, or designee, shall be included in discussions of any reorganization of subdivision or department alignment.

1.6 The term "Association" refers to the party to this Agreement which is the organization of union members at the college.

1.7 The term "Association President" refers to the elected head of the union chapter or an elected alternate.

1.8 The term "faculty members" means the bargaining unit defined in accordance with the February 1972 rules for the recognition election: All full-time teachers (one who holds the rank of professor, associate professor, assistant professor, instructor or assistant instructor, who is eligible for a scheduled teaching load of 15 equated hours or 35 hours or 37.5 hours per week straight time) counselors, librarians, coordinators, advisors, excluding managerial or supervisory employees as defined by the National Labor Relations Board and all other employees of the Board. Interns or student teachers shall not be covered under this Agreement, nor shall they be considered as part-time employees.

1.9 "Laboratory courses" are generally defined by the Board as those classes in which faculty contact hours exceed student credit hours. A change in the designation of a non-laboratory course to a laboratory course or vice versa shall be done in consultation with the affected faculty members.

The Board shall not change that designation for the academic year and shall give faculty members four (4) months advance written notice of any change except in changes beyond the Board's control.

1.10 The term "qualification" of any faculty member to teach a course or courses shall be as determined by the Board. Generally, where possible, a faculty member should have a master's degree in the subject to be taught. However, in such areas in which the work experience and related training is the principle learning medium, the Board may deem qualified a faculty member with experience, background, or academic preparation less than a master's degree. The Board's determination of faculty members' qualifications shall, insofar as possible, be applied by the Board consistently. The same qualifications to teach shall apply to part-time and full-time faculty members.

1.11 In matters of layoff/RIF, the term "seniority" shall refer to the number of years of full-time employment as a faculty member at the college starting from the faculty member's original date of hire or, if service has been broken by termination, from the faculty member's most recent date of hire. If two or more faculty members have the same beginning date, the earlier date of part-time employment, or, if none, the date of the application shall apply.

In matters of selecting base, overload, and supplemental work, "departmental seniority" shall refer to the number of years as a full-time member of that program/department or, if service has been broken by termination or transfer, from that faculty member's most recent date of service within that program/department. This section is not meant to imply that departmental seniority must be used to settle matters not already defined in this agreement.

1.12 The term "discipline" may include discharge.

1.13 The term "dean" shall mean "immediate supervisor" for faculty members who are not supervised by a dean.

1.14 The term "official personnel file" shall mean the personnel file of each faculty member maintained in the Human Resource Office. Personnel files normally contain the application of the faculty member, resumes, transcripts, payroll and personnel records, evaluations, and other such memos and correspondence as submitted by the immediate supervisor, dean, the vice-president, or president.

1.15 The "Department Chair" is a member of the bargaining unit who performs departmental administrative duties. Such duties include (but are not limited to) supervision of part-time faculty, class schedule development, curriculum coordination, and participation in budget development. The Department Chair is appointed by and serves at the discretion of the Board. However, the Board may remove a Department Chair from that position upon receipt of a petition for such removal signed by a majority of the full-time faculty in said department. The term of office shall be three years, provided the individual is a tenured faculty member, and the department chair may succeed the faculty member. Appointment of Department Chairs will take place at the April board in all other years of appointment. Prior to the appointment of a department chair, sixty (60) days' prior written notice will be posted on the faculty bulletin boards so as to allow faculty in the department to apply for appointment.

1.16 The term "academic department" refers to a group of related credit courses and/or programs designated as such by the Board of Trustees. All faculty shall be included in a department structure. Included in Appendix A is an illustrative list of academic departments. The list of academic departments may change as conditions warrant.

1.17 An "internship coordinator" is defined as a bargaining unit member who is responsible for students involved in internship activities. The internship coordinator will normally engage in direct teaching activities. Assignment is made by the Board for the academic year. Summer term assignments will be made at the discretion of the Board. Internship coordinator positions must first be offered to faculty members within the department/discipline. If no faculty member within or outside the department/discipline wishes to hold the coordinator position, the department chair shall recommend that a coordinator be hired from outside the bargaining unit.

1.18 A "special service coordinator" is a faculty member who may agree to be assigned to non-teaching duties for part or all of their load. Assignment as a special services coordinator is made by the Board on a semester or yearly basis.

ARTICLE 2 - RECOGNITION, NON-DISCRIMINATION ASSOCIATION AND BOARD RELATIONS

2.1 Association Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for faculty members in matters of salaries, wages, fringe benefits, and working conditions. This recognition shall not preclude the Board or any administrator from meeting with any member of the faculty, or any committee or group established by the college which includes members of the said faculty provided that no matters covered in this Agreement may be changed except through negotiation and agreement with the Association.

The Board shall not remove a faculty member position covered by this Agreement from the unit by reclassifying the position as a non-unit position. Job content cannot be added to or subtracted from a bargaining unit position for the purpose of eroding the Bargaining Unit.

2.2 Association Meetings

The Association shall have the right to schedule a meeting on the fourth Thursday of each month (except for the month of May when it shall be the Thursday of the last week of classes) during the college activity period for so long a time as the currently reserved activity periods are set aside. The dates of the Association meetings shall appear on the calendar distributed to faculty members. Every faculty member shall be free to attend such meetings. No meeting in which faculty are involved will be scheduled during the monthly Association meeting, except in the case of emergency as identified through mutual agreement of the President of the College and the President of the Association or their respective designees. In addition, the Association may meet during one additional activity period each month provided that its request is made at least 24 hours in advance, and further provided that a faculty member shall not be released from college meetings or assigned duties which their supervisor feels cannot be performed at another time to attend such Association meetings.

Voting members of the Association Executive Committee shall be free to meet each Monday from 3:30 to 5:00 p.m., provided (1) those who are teaching faculty members do not have a scheduled class during said period; and (2) those who are non-teaching faculty members shall make up any backlog of work caused by attending such meeting.

2.3 Association Release Time

The chapter officers of the Faculty Association will receive 36 hours of release time to be divided as they see fit, except that no officer may expend more than 8 hours of release time in the fall or spring semester, and no more than 9 hours in the summer semester. The Association chairperson, or designee, shall notify the appropriate vice-presidents of the distribution of these contact hours sixty (60) days prior to the beginning of the fall semester each year.

Faculty members elected as an officer of the Local 1600, excluding the President, will each receive 9 ECH release time annually (or equivalent for non-teaching faculty) to fulfill the duties of the elected office.

2.4 Discrimination

No faculty member or applicant shall be discriminated against or favored because of Association membership or activities or lack thereof, gender, disability, marital status, parental status, age, race, sexual orientation, gender identity, gender expression, national origin or religion. A faculty member shall not be rejected for a teaching or other position because of the above factors nor shall any of the above factors influence (1) employment or the level and step at which an individual is hired, (2) promotion, (3) scheduling for overtime, (4) assignment for summer school or released time, or (5) being chosen for special projects. The Board and the Association also agree not to interfere with the right of any faculty member to become or not to become a member of the Association and that there shall be no discrimination against any faculty member because of Association membership or non-membership.

2.5 Board Authority

The Board, subject to the terms of this Agreement, 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 Constitution of the State of Illinois and the United States, including but not limited to the responsibilities for the right:

1. To maintain executive management and administrative control of the college district and its properties and facilities and the professional activities of its employees as related to the conduct of college affairs;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
3. To establish methods of evaluating students' progress and courses of instruction, including special programs, all as deemed necessary or advisable by the Board;
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to written Board policy as the same may from time to time be amended; and
5. To determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignments of faculty members.

2.6 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 any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and other authority under the Illinois Community College Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

2.7 Dues Checkoff

The Board will deduct from the pay of each faculty member from whom it receives voluntary written authorization to do so the required amount of monthly association dues. Said deductions, when calculated on a percentage basis, shall apply to the faculty member's base pay. The Association may change the method or amount of said deductions upon written notice to the College by the Treasurer of the Cook County College Teachers Union. In the event that the employee revokes their dues in accordance with the terms in which they authorized the dues deduction, the Union will notify the employer after the close of the revocation window. 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 Association members who had authorized such deductions and from whom no deductions were made, shall be forwarded to the Association no later than 7 days after such deductions were made. The Association agrees to indemnify and hold the Board harmless against any and all claims, suits or judgments against the Board as a result of any action taken or not taken under this section.

The Association will represent all of the faculty members eligible for membership in the bargaining unit, members, and non-members, fairly and equally.

2.8 COPE

Upon receipt of a voluntary written authorization from a faculty member covered by this Agreement, the Board will deduct from the faculty member's wages a deduction for the Cook County College Teacher's Union - Committee on Political Education (CCCTU-COPE). Upon receipt of a voluntary written

revocation of such a previously filed written authorization from a faculty member covered by this Agreement, served upon the Board and the Association, the Board will, on the date thereof, cease to deduct such COPE contributions from that faculty member's wages.

The Board further agrees to remit to the treasurer of the CCCTU-COPE, in a timely manner, such deductions made pursuant to this Article (2.8) together with an itemized statement indicating the name of each faculty member from whose wages such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 3 - ACADEMIC FREEDOM AND FACULTY RIGHTS

The Board recognizes its responsibilities to protect and encourage the search for truth and its dissemination, as each faculty member must recognize their obligations in these matters. Each faculty member, as a teacher, an individual citizen, and a representative of the college, enjoys certain rights and certain responsibilities including, but not limited to, the following:

3.1 Classroom

Each faculty member who teaches shall be entitled to freedom in the classroom in presenting and discussing their subject and shall have the right to introduce into their teaching, on the basis of the faculty member's professional judgment, any matter related to their subject, provided that the Board, or its designee, shall have the right to question and ultimately decide upon any matter introduced into teaching which may not be consistent with the written policies of the Board or if time is a consideration, the written policies of the Vice President for Academic Affairs, subject to the ratification of the Board of the action of the Vice President for Academic Affairs. The Board or its designee's decision and the reasons therefore shall be sent in writing within 5 days to the faculty member(s) involved and to the Association President. The Board's decision shall not be arbitrary or capricious. Librarians shall have academic freedom in the selection, use, and dissemination of library materials.

3.2 Course Content

Each faculty member who teaches shall have the individual right to determine their course content, provided that:

1. The course content is consistent with the purpose and objectives of the course as adopted by the college and approved by the ICCB, and
2. There is on file in the office of the Vice President for Academic Affairs, or designee, a course outline which has been approved by the Vice President for Academic Affairs and which has been prepared pursuant to procedures established by the Vice President for Academic Affairs.

3.3 Textbooks

The individual faculty member shall have the right to determine the textbooks for their courses, subject to departmental policy and approval.

3.4 Bulletin Boards

Each faculty member shall have the right to communicate their point of view concerning college related matters, subject to Articles 3.6-3.8 below. The Association shall have bulletin board space in all faculty mailbox locations, said space to be on a college bulletin board located next to faculty mailboxes, for posting of Association communications. As the college acquires new buildings or locations, the administration will provide additional bulletin board space in appropriate locations. The Association shall have the right to distribute official Association communications through interoffice mail and faculty mailboxes in accordance with its past practice.

3.5 Faculty Personnel File

If a complaint is to be used against a faculty member or to appear in the personnel file, the faculty member shall have the right of being informed in writing of the allegation against the faculty member, of questioning

the source of the complaint, and of introducing evidence in the faculty member's defense. This does not preclude the administration from informing the faculty member of an oral or unsupported complaint.

3.6 Free Speech

Each faculty member is obligated to do whatever is necessary to clearly indicate whether or not the faculty member is a spokesman for the Board or the college when speaking or writing in a public forum concerning college, community, social, political or economic issues. This shall not include presentations before professional societies.

3.7 Nondiscrimination

Each faculty member is entitled to full rights of citizenship, and no religious or political activities of the faculty member or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of said faculty member, provided that such activities do not violate this Agreement or any national, state, county, district, or local law or regulation or any constitutional provision, or lawful policy of the Board.

3.8 Public Expression

When a faculty member speaks or writes, the faculty member's special position imposes special obligations. The public may judge their co-faculty members and/or the college by the faculty member's utterances. Hence, the faculty member shall at all times try to be accurate and should show respect for the opinion of others.

3.9 Academic Credit and Grades

Faculty shall have complete and sole discretion/responsibility in the determination and issuance of academic credit and grades, whether via standard course work, non-traditional learning, mediated instruction or A.P.L. evaluation subject to departmental policy and the procedures of the Division of Academic Affairs.

The due date for final grades shall be no later than noon on the Sunday immediately following the end date of any class. Faculty must submit grades by this deadline in accordance with items 7.E. and 8.D. of the Faculty Responsibilities (Appendix D).

ARTICLE 4 - RENEWAL, TERMINATION, OR LAYOFF OF NON-TENURED OR TENURED FACULTY MEMBERS

4.1 Granting of Tenure

Tenure shall be granted to a faculty member within the sole and exclusive discretion of the Board, provided that the denial of tenure shall not be for arbitrary or capricious reasons.

4.2 Tenure Probation Period

Upon recommendation by the President and approval within the discretion of the Board, tenure shall be granted to a faculty member after the faculty member has been offered and has accepted a contract for the fourth consecutive year of full-time service at the college, unless the faculty member is notified that their probationary period has been extended for not more than one year. The Board action on the extension of probation shall be made no later than the September Board meeting for January hires and the February Board meeting for August hires in the academic year of the third consecutive year of full-time service at the college and shall specify the reasons for extension of the probationary period.

For faculty on a twelve-month contract, the date of employment as a full-time faculty member shall serve as the annual date of employment for the probationary period.

4.3 Non-Tenured Faculty

The Board shall have the sole and exclusive right to evaluate non-tenured faculty members for the purpose of renewing their reemployment contracts, with the exception that a faculty member shall not be denied the renewal of the faculty member's contract if the evaluation procedure has not been followed.

1. The evaluation procedure shall be as defined in Article 5.2. Denial or postponement of tenure shall not be for the reason of incomplete evaluation process, shall not be based solely on student evaluations, and shall not be for arbitrary or capricious reasons.

2. The decision to continue or to terminate the employment of a non-tenured faculty member shall be communicated in writing no later than 60 days prior to the end of the first academic year.

In subsequent academic years, the Board decision shall be made no later than the February Board meeting. If said non-tenured faculty member is denied renewal of their employment contract, the decision shall be communicated in writing no later than March 1st and shall state the reason or reasons for such denial. The decision denying renewal of employment contracts shall be deemed confidential. Should a decision to terminate be communicated later than the aforesaid date, then the said faculty member shall be offered one additional year of employment. If the decision is to continue employment, the faculty member shall be tendered an employment contract for the next academic year.

For midyear hires, notification will be subject to the conditions of 4.2, Tenure Probation Period.

3. The administration will inform in writing faculty members and the Faculty Association of its recommendation of non-renewal of a faculty member's contract, or of extension of probation, at least five (5) calendar days prior to Board action on the recommendation. Notice to the Association shall be considered given on the date received by the Association President or, if the faculty member is unavailable, by another Association officer. Receipt shall be acknowledged in writing. Notice to the affected faculty member(s) shall be considered given on the date it is mailed by certified mail return receipt requested.

4.4 Dismissal of Tenured Faculty

The college agrees with the concept of progressive discipline. Discipline shall be for just cause and performed in a timely manner. Disciplinary action or measures shall include the following progressive steps: (1) oral warning; (2) written reprimand; (3) suspension; (4) discharge.

Termination of appointment of a tenured faculty member shall be considered a very serious matter. The faculty member's professional career and livelihood are both endangered. When it is decided to take such action, the faculty member shall be informed in writing. In addition to the reasons set forth below, a faculty member may be disciplined or discharged for just cause. Any such discipline or discharge for just cause may be grieved under the grievance and arbitration provisions of this agreement.

1. Permanent health disability as determined by a physician mutually agreed upon by the Board and the faculty member, which makes impossible the performance of contractual duties.

2. Unwillingness to continue service in the area of specialization for which the faculty member was initially employed.

3. A faculty member may be disciplined if the faculty member persists after one written warning from the Vice President for Academic Affairs in violating Article 3.6 (Free Speech) of this Agreement.

4. Professional incompetence or persistent disregard of the Faculty Responsibilities (See Appendix D).

5. The indictment for a felony may be considered by the Board as adequate grounds for suspension. Conviction of a felony may lead to dismissal. However, if the conviction of a faculty member is overturned on appeal, the faculty member shall be reinstated with all the rights and privileges the faculty member enjoyed prior to their dismissal. When the accused is not convicted, the faculty member shall be reinstated to their position with all rights and privileges and all records of the indictment shall be stricken from all college records. If the said faculty member is convicted and said conviction is not overturned on appeal, if any, the suspension shall

be without salary. If the said faculty member is not convicted or if the conviction is overturned on appeal, the suspension shall be with salary.

When it is decided to terminate the services of a tenured faculty member for reasons set forth in Paragraphs 1 - 5 above, the college will follow the process pursuant to Section 3B-4 of the Public Community College Act, 110 ILCS 805.

4.5 Discontinuance of Academic and Career Programs

If a faculty member's area(s) of teaching, or a non-teaching faculty member's job classification is discontinued, every effort shall be made by the administration to find another appropriate assignment for the faculty member within the college. If discontinuance is deemed necessary, the Board shall notify the faculty member at least 6 months prior to the beginning of the semester in which the discontinuance will occur, except for circumstances beyond the Board's control, such as a drop in enrollment, in which event said notification shall be as soon as the Board makes its decision. If the faculty member's said area of teaching or job classification is reinstated, the faculty member shall have the first opportunity for reemployment in the position for a period of twenty-four months.

4.6 Reduction in Force

If the Board shall determine it is necessary to decrease the number of faculty members employed, the following procedures will be followed:

1. The decision concerning a reduction in force shall be made no later than the February Board meeting. Notice of the decision shall state the reasons for the Board's action.
2. The administration will notify the affected faculty member and the Faculty Association of its recommendation at least five (5) calendar days prior to the February Board meeting. Notice to the association shall be considered given on the date received by the Association President, or, if unavailable, by another association officer. Receipt shall be acknowledged in writing. Notice to the affected faculty member shall be considered given on the date it is mailed by certified mail return receipt requested.
3. Non-tenured faculty members in the affected area, program, building, subdivision, college, etc., whichever is applicable, shall be laid off first, and any provision to the contrary in the non-tenured faculty member's individual contract of employment shall be null and void.
4. If tenured faculty members are laid off due to reduction in force or discontinuance of a particular type of teaching service or program, no tenured faculty member may be laid off while any non-tenured faculty member, or any other faculty member with less seniority, is retained to render a service which the tenured faculty member is competent to render. There shall be no bumping as a result of this procedure except that a tenured faculty member who would otherwise be laid off may bump once in order to replace a non-tenured or less senior tenured faculty member in another area, program, building, subdivision, etc., where the more senior tenured faculty member is competent to render the service which would otherwise be performed by the non-tenured or less senior tenured faculty member.
5. A faculty member shall not be laid off without their consent if part-time assignments are being maintained which would constitute a full-time normal load for which the faculty member is qualified to teach.
6. The administration shall eliminate or reduce overload assignments within course areas if the administration can maintain a normal load for a faculty member who otherwise would be laid off.
7. A faculty member who receives a notice of layoff may in lieu thereof exercise the option for a retraining leave, as contained in Article 11.11, or option to request a one-year leave of absence without pay.
8. Upon request by the Association, the President shall meet with Association representatives to discuss whatever suggestions the Association might have concerning layoffs.
9. Recalls from layoff of non-tenured faculty members shall be in the reverse order of layoff, provided that the senior faculty member recalled has relatively equal qualifications, ability, and experience. For the period of 24 months from the beginning of the academic year for which the faculty member was dismissed, any faculty member shall have the preferred right to reappointment to a position entailing services the faculty member is competent to render prior to the appointment of any new faculty member, and no non-tenured faculty member or

any other less senior tenured faculty member shall be employed to render a service which a tenured faculty member is competent to render. Notice of recall shall be sent via certified mail to the faculty member's last known address. If a faculty member does not respond within 7 days of receipt of the notice, but not longer than 14 days from the mailing of the notice, the Board may fill the vacancy.

ARTICLE 5 - EVALUATION

The objective of evaluation for tenured faculty is for professional growth and development. Therefore, in the interest of fostering academic excellence and service to students, clear expectation is given to the fact that tenured faculty members will fully participate in the evaluation process.

5.1 Tenured Faculty

All tenured faculty members shall be evaluated every four years. Evaluation for tenured faculty members shall be used for professional growth. The current tenured evaluation instrument will be in use for the duration of the contract. Any modifications in the system during the life of this contract must be negotiated with the Faculty Association Executive Committee first. The evaluation shall consist of four (4) parts:

- a. Self-Evaluation
- b. Student Evaluation
- c. Peer Evaluation
- d. Administrative Evaluation

Observation of a tenured faculty member's teaching is not required as part of this evaluation process; however, if either the supervisor or the faculty member determines supervisor observation of classroom teaching performance is indicated or necessary, it may be part of the evaluation process for that faculty member.

All evaluations shall be discussed in a conference between the faculty member and an academic administrator, scheduled at the close of the evaluation cycle.

5.2 Non-tenured Faculty

The major purpose of evaluation for non-tenured faculty is to assess performance for the purposes of retention or appointment to tenure.

All non-tenured faculty members shall be evaluated each year. The non-tenured faculty evaluation instrument implemented for Fall 2021 will be in use for the duration of this contract. Any modifications in the system during the life of this contract must be negotiated with the Faculty Association Executive Committee first. The evaluation shall consist of four parts:

- a. Self-evaluation
- b. Student evaluation
- c. Peer evaluation
- d. Administrative evaluation

All evaluations shall be discussed in an annual conference between the faculty member and an academic administrator scheduled at the close of the evaluation cycle.

ARTICLE 6 - TEACHING LOAD AND ASSIGNMENTS

6.1 Base Load

A faculty member's base load is to be selected from courses offered within the program/department for which the faculty member is employed to teach.

A teacher shall be considered a full-time faculty member while teaching 15 or more equated credit hours (ECH). These 15 ECH can include duties for which release time is granted. Less than 15 ECH shall be considered an under load, and 15 ECH will be considered a regular load. When a faculty member has 15 or more ECH in any semester, they may refuse the assignment of additional hours. When a faculty member has less than

15 ECH in any semester, the faculty member may be assigned an additional course or courses to bring the faculty member up to at least 15 ECH, provided that the number of courses which the faculty member may be required to accept is the minimum number required to give them a regular load. Such course or courses may not exceed 16 ECH without the faculty member's written consent and the approval of the dean. By written agreement with the faculty member, adjustments may be made by the Board for faculty members involved in innovation or experimentation.

By agreement with the deans, if a faculty member is assigned less than 15 ECH within their subdivision, the faculty member may choose from the courses available in other subdivisions, subsequent to choices by those full-time faculty members in the other subdivisions. If there is no such agreement and should the Board find that there are not sufficient courses in the faculty member's subdivision for the assignment of 15 ECH to the faculty member, other professional duties may be assigned by the dean on the basis of no more than 35 clock hours of such duties per semester for each ECH. Due consideration shall be given to the desires of the faculty member in the assignment of such other professional duties. Faculty members teaching courses in English composition shall receive 1-1/3 ECH for each credit hour.

If as a result of enrollment decline, discontinuance of a program, or other circumstance beyond the control of the college, it becomes necessary for a faculty member to complete base load from courses offered in another program, this will be a temporary solution. A faculty member can do this for a maximum of two semesters (i.e. fall and spring) following notification by the chief academic officer. Within two months of notification, the affected faculty member should seek a transfer (Article 6.5) or apply for Retraining (Article 11.11).

6.2 Team Teaching

The Board will allow each member of a teaching team to have the opportunity to accept or reject an appointment to the team on a semester or term basis at the time of course selection.

6.3 Innovative Teaching and Compensation

The development of innovative programs and major course development or revision shall be compensated by terms of mutual agreement between the faculty member and the Board. When meetings are held, and when such agreements are reached, the faculty member(s) involved shall have the right to have an Association Executive Committee member present. Such special assignments may, by mutual agreement between the faculty member and the dean, be considered part of the regular load, overload, or neither. The Association President, or their designee, upon request, shall be given a copy of said agreements within one week of the signing of such agreements. Agreements reached with non-bargaining unit members doing bargaining unit work, upon request, shall also be communicated in writing to the Association President or their designee within one week of the signing of such agreements.

6.4 Equated Credit Hours and Class Size

1. The number of equated credit hours a faculty member receives where the equated credit hour is not one for one or is not as otherwise set forth in Article 6 shall be determined by mutual agreement between the dean and the faculty member directing the instruction. The faculty member involved may invite other interested or qualified faculty members to participate in the discussion. When meetings are held, and when such agreements are reached, the faculty member(s) involved shall have the right to have an Association Executive Committee member present. Before such agreements are reached, the dean shall inform the Association President or their designee of the pending agreements. The Association President or their designee, upon request, shall be given a copy of said agreements within one week of the signing of such agreements. Agreements reached with non-bargaining unit members shall, upon request, also be communicated in writing to the Association President, or their designee, within one week of the signing of such agreements.

2. Class size shall be as determined by the Vice President for Academic Affairs within the following parameters:

- a) No face-to-face or hybrid class section size shall exceed thirty-two (32) students.
- b) Hybrid class sections' sizes are to be the same size as face-to-face sections of the same course.

- c) Online class section sizes shall be the lesser of twenty-five (25) or the size of the face-to-face section of the same course. Winter session online courses shall be the lesser of twenty-six (26) or the size of the face-to-face class section of the same course.
- d) Science classes with laboratory contact hours shall not exceed twenty-four (24) students.
- e) In other classes that have traditionally had lower class size limits, due to unique circumstances with rationale, those traditional limits shall not be modified except where, with faculty participation, changes in curriculum or methods would warrant such modification.
- f) Class size limits may be exceeded with the permission of the instructor and dean.

Complaints with regard to class size shall be discussed with the dean who will try to reach mutual agreement with the faculty member. The faculty member involved may invite a reasonable number of other interested faculty members to participate in this discussion. If mutual agreement cannot be reached, the dean shall give the faculty member a written response to the faculty member's complaint.

6.5 Faculty Transfers

Whenever it has been determined that a full-time bargaining unit position needs to be filled and a qualified faculty member already employed by the college wishes to transfer into this position, the faculty member may apply for the position and will be called for a telephone interview. The only exception to this is when a qualified faculty member is exercising their rights under Article 4.6, a reduction in force.

The recommendation to fill a position will be made by the appropriate Vice President with consultation with the Dean and Department Chair. By way of illustration, openings may occur for the following reasons: retirement, resignation, program change, reorganization, a leave of absence, an enrollment change, or another transfer.

6.6 Interns and Student Teachers

Without their consent, no faculty member shall be required to supervise an intern and/or student teacher.

6.7 Reduced Load

On the request of the faculty member and the recommendation of the administration, the Board may grant a faculty member a reduced load for the purpose of professional development as related to institutional goals. Such reduction shall not result in less than twelve ECH per semester. During the semesters of reduced load, the faculty member shall not be eligible for overload, supplemental or other additional assignments. Such reduced load shall result in a proportionate reduction in pay without any reduction in benefits. Request for a reduced load must be submitted in writing to the Dean not less than 60 days before the start of classes in the semester in which the reduced load will occur.

6.8 Variable Load

A faculty member, for professional development reasons, may request a variable load contract for the academic year. The request will be reviewed by the administration and, if deemed appropriate, may be recommended to the Board of Trustees. A total of 30 ECH will be taught in the academic year with no more than 21 ECH taken in one semester and no overload may be taken during either semester. A variable load may be requested only once every 7 years. Request for a variable load must be submitted in writing to the Dean not less than sixty (60) days before the start of classes in the semester in which the variable load will occur.

Upon completion of the variable load contract, the faculty member shall submit a report to the Vice President of the division demonstrating that the conditions for which the variable load was granted were fulfilled.

ARTICLE 7 - OVERLOAD AND SUPPLEMENTAL

7.1 Amount Allowed

Overload work is defined as all equated credit hours over 15 equated credit hours during the regular fall and spring semesters. Subject to the provisions of Articles 8, 9, and 19.10 (COL 101), faculty members may select as many as, but no more than, 9 equated credit hours of overload each fall and spring semester.

Supplemental work is defined as any equated credit hours beyond the regular academic year. Subject to the provisions of Articles 8, 9, and 19.10 (COL 101), faculty members may select as many as, but no more than, a total of 24 equated credit hours of supplemental assignments per 12 months. Supplemental teaching assignments may not exceed 21 ECH per 12 months. Non-teaching supplemental assignments above 21 ECH per 12 months shall be governed by the special service contract process. The twelve-month period for supplemental work shall be the twelve-month period beginning with the first day of the fall term each year.

Supplemental ECH may be selected in accordance with the following conditions:

1. As many as, but no more than, 15 ECH may be selected during the summer session.
2. No more than 2 courses may be selected during winter term (over winter break between Fall and Spring terms), not to exceed 8 ECH.
3. Faculty members may teach COL 101 for a total of 16 ECH for summer.
4. In keeping with articles 2.5.5, 7.6, 8.3 and 8.5, faculty may not exceed a weekly average of 2 ECH in any given week. If approved by the Vice President of Academic Affairs, faculty can teach courses that exceed the 2 ECH weekly average but will not be allowed to overlap other courses during the timeframe of that course (for example, lab or clinical courses).

Each equated credit hour of supplemental and overload work for faculty members employed for the academic year at the E level or higher shall be compensated on a percentage basis, according to Article 19.2 provided that all overload and supplemental assignments shall be subject to the policy, guidelines, procedures, rules, criteria, etc., of the Illinois Community College Board.

Workload totals:

15 ECH base (fall and spring)

9 ECH overload (fall and spring)

21 ECH supplemental (summer and winter term)

3 ECH non-teaching special service contracts (per 12 months)

1 ECH per term over teaching max for COL 101 (1 fall, 1 winter, 1 spring, 1 summer)

7.2 Supplemental Selection Process

Where the Board determines there is a need to have faculty members select supplemental work, that supplemental work will be made according to the departmental point system in Paragraphs 1 - 5 below. Within a department, the qualified faculty member in the needed areas of instruction with the highest accumulation of points will receive first priority in assignment for the supplemental work in that department, except as provided in Article 7.3 below. For purposes of determining the number of points to be assigned a faculty member, calculations shall be made from the beginning date of a faculty member's full-time employment at the college. Supplemental points will be earned only while an individual is a faculty member. Present side agreements to the contrary, if any, are null and void.

1. Each faculty member will earn 18 points for each contractual year (9 points for each contractual semester) at MVCC. It is understood that the foregoing sentence is not a precedent with regard to maximum and/or supplemental contracts for faculty members.
2. One point will be expended for each ECH of teaching supplemental work. The Association shall be notified of point expenditures for special supplemental assignments.
3. When two or more faculty members, within the department, who have equal point accumulations apply for the supplemental assignments, selection priority will be based on seniority.

4. The Vice President for Academic Affairs, or their designee, will maintain a list of point accumulations for all faculty members. Supplemental point calculations shall be based on accrued service through the close of the spring term each year. Point accumulations will be distributed to the faculty at the beginning of the fall term each year reflecting point accumulations at that time.

5. After all faculty members have had the opportunity to select up to 8.5 equated credit hours of supplemental assignments, faculty members who wish to do so may then select further supplementary assignments up to a total limit of 21 for the 12-month period as defined in Article 7.1 (Amount Allowed).

When qualified, faculty members may take supplemental work outside of their primary department. In cases where two or more qualified faculty members select supplemental work outside of their primary departments, the faculty members will select one course at a time with the faculty member with the most supplemental points selecting first, the second most selecting second, and so on. The faculty members will alternate selection until they have reached the limits defined in 7.1 (Amount Allowed). In cases where faculty members have equal point accumulations, selection will be based on seniority.

Note: Faculty members within their home department will always receive priority in selection of supplemental work before qualified faculty members in outside departments.

7.3 Deviation from Supplemental Selection Process

Where the Board develops or continues innovative, experimental or unique concepts of education, the faculty members involved shall have first priority for assignments during a supplemental session without regard to the faculty member's number of points. By way of illustration, there may be deviation for a new course to be added to the college catalog or for the continuation or development of an experimental instructional mode that has been approved in writing by the Vice President for Academic Affairs.

7.4 Order of Overload Selection Procedure

When faculty in each department/discipline have completed selection of their base load, the remaining courses in each department/discipline will be distributed in the following order:

1. Full-time faculty will have the right to select up to nine (9) hours of overload in the department/discipline to which they have been assigned following the Departmental Overload Selection Procedure defined in 8.5.
2. Faculty who are qualified may select from the remaining courses in other departments/disciplines. If warranted, the dean of the subdivision where this course resides may intervene to offer professional development support or follow the progressive discipline process as defined in article 4.4.
3. Qualified college employees who are not members of the bargaining unit may select from the remaining courses.
4. Part-time teachers will be hired for the remainder.

7.5 Bumping Procedure

When any class selected by a full-time faculty member is canceled within their department for any reason, the faculty member may select as a replacement any credit class within their department selected lower in the process. Example: full-time faculty in their own departments/disciplines may bump anybody in 2, 3, or 4 according to Article 7.4.

If a faculty member teaching overload outside of the department loses a class by bumping or cancellation, the faculty member may select the same course or another course the faculty member has taught in that program as a replacement from lower in the process according to Article 7.4 provided that all bumping be completed before the first day of classes.

If a winter term course is canceled, faculty members may select as a replacement any credit class during summer term to replace it keeping within the limits of Article 7.1 (Amount allowed) and 7.5 (Bumping Procedure). This selection must be completed by February 15.

7.6 Unified Schedule Publication

Faculty members shall select supplemental work under the provisions of this Article 7 according to the policies and procedures of the *Calendar for the Development of the Credit Course Schedule*.

ARTICLE 8 - TEACHING LOAD

8.1 Online Courses and Late Starting Classes

Online courses are courses provided via the Internet so that students can complete the courses without attending any traditional face-to-face classes. Online courses are still required to meet the terms of the official course outline and syllabus and be included in tenured and non-tenured evaluation processes for improvement of the mode of delivery, professional development, and retention.

A maximum of 9 ECH of online courses may be selected by a faculty member as part of their base load, unless a faculty member cannot pull together a schedule which conforms to the scheduling limits in Article 8.4 (Scheduling limits). Faculty members selecting online courses must comply with Appendix D.

A maximum of 12 ECH of online courses may be selected by a faculty member for summer session.

8.1.1 Hybrid Courses

Hybrids are traditional delivery courses in which faculty meet students face to face at least one third of the contact hours of the course.

8.1.2 Late Starting Classes

Faculty members may select two late-starting classes (starting after the first week of the term) as part of base load. In the event that a section has low enrollment, faculty members may be assigned other courses or special projects as defined in section 6.1.

8.2 Business and Industry Training

In those instances where it is impossible for the Business and Industry Training (BIT), a subgroup of Workforce Development and Community Services (WDCS), to prepare any portion of its schedule of credit courses within the time frames of the unified schedule, the proposed offerings shall be communicated to the appropriate department chair(s). After consultation with the department chair(s), the schedule shall be forwarded to the appropriate administrator who shall have final authority to approve or revise the schedule of proposed offerings. The department chair shall develop a process for equitable distribution of such work should it be available.

Faculty shall have the opportunity to select BIT credit courses in the manner stipulated in Article 7.4. Any portion of the teaching load that exceeds twenty-one (21) ECH as a result of selecting these courses shall be considered as a supplemental teaching assignment with the expenditure of points as stipulated in paragraph 2 of Article 7.2. Supplemental point expenditures for BIT courses shall not exceed the greater of two (2) courses or six (6) ECH at a time (nor 15 ECH per year). Payment shall be at the appropriate supplemental or overload rate. Credit courses offered through the BIT shall be scheduled at the same number of contact hours as the same course would be scheduled in the credit division. If, however, the number of contact hours of said course should exceed the normal contact hours, such excess hours will be paid at the substitute rate.

Credit courses shall not exceed 17 weeks of instruction in each semester unless extended by the instructor.

8.3 Base Load Selection Process

Subdivision schedules including off-campus courses shall be prepared by the deans of instruction, taking into consideration any recommendations forwarded by the faculty. Subdivision schedules shall be available for faculty selection of courses no later than April 15 for the fall semester, and November 15 for the spring semester. Faculty will not begin selection of courses until the date specified for the activity in the Master Schedule.

The method of selecting base load is a departmental decision; no particular method has been specified, although some departments use departmental seniority (see Article 1.11). However, if unanimous consent on the method of selection cannot be reached, the following procedure shall be used. Faculty members within each department will meet to select their base load from unified program/department schedules. The selection of courses listed in the program/department schedule shall be completed within two weeks of the date specified for the activity in the Master Schedule. If said selection by the department faculty members cannot be reached within two weeks, the dean shall make the assignments, subject to the conditions in Article 8.4 below. Faculty schedules after the above procedure has been followed are subject to the approval of the dean.

Faculty members who have developed new course(s) or innovative programs approved by the Illinois Community College Board will have the right to select from such course offerings first, for a period of one year.

8.4 Scheduling Limits

The dean may not, without the faculty member's written consent, assign a faculty member a schedule in which one or more classes are before noon and the other class(es) begin(s) after 4:00 p.m. on the same day. When a faculty member is assigned a class that ends after 8:00 p.m., the dean may not, without the faculty member's written consent, assign that faculty member to any class beginning before 9:00 a.m. on the next morning.

No faculty member shall have more than seven (7) clock hours of teaching per day without the written consent of the faculty member and the dean.

A faculty member shall be assigned by the college to no more than three (3) preparations per semester without the faculty member's written consent, except where it is necessary to give the faculty member a minimum hourly load.

The faculty member must submit a formal written schedule on the scheduling form to the dean of the subdivision upon course selection. If no concern is expressed by the dean within thirty (30) days of submission as per unified schedule, the schedule will be deemed approved.

8.5 Departmental Overload Selection Procedure

Following the overload selection procedure defined in Article 7.4, the method of selecting overload within the department is left up to the members of the department. However, if unanimous consent on the method of selection cannot be reached, the following procedure shall be used. The selection shall be made on a rotational basis. The person first in the rotational order may select up to a maximum of nine (9) hours of overload. The person who is the first in the rotational order shall be in the last position for next semester's overload selection. The initial rotational order shall be determined by seniority as defined in Article 1.11. Faculty schedules after the above procedure has been followed are subject to the approval of the dean.

8.6 Overload Selection Outside the Program/Department

If sufficient overload is not available from a teaching faculty member's own department schedule, that faculty member may choose courses, for which the faculty member is qualified, according to Article 7.4 (subject to the provisions of the unified scheduling system) after full time instructors in that department have selected overload and within five school days of the close of the initial one-week selection period referred to in Article 8.3., subject to the provisions of the Calendar for the Development of the Credit Course Schedule.

8.7 Corporate, Community and Continuing Education (CCCE)

Faculty members shall receive copies of the proposed offerings in Corporate, Community and Continuing Education as soon as they are available. Faculty members may apply as any other applicant to teach non-credit CCCE courses, provided that the total time for classroom teaching and release time, which are based on fifty (50) minute academic hours, shall not exceed thirty-five (35) clock hours per week, which does not include Sunday. A faculty member who develops a course or workshop for CCCE shall have priority in teaching or conducting it for a period of one year.

ARTICLE 9 – OTHER FACULTY ASSIGNMENTS

9.1 Counselors and Advisors - Scheduling

1. Counselors and advisors shall work 35 hours per week straight time 34.4 weeks per academic year; in creating their weekly work schedules, the counselors and advisors can create a flexible schedule, subject to the approval of their dean. Counselors and advisors will work the same number of days within the 34.4 weeks per academic year as the teaching faculty. Specific to scheduling of supplemental assignments:
 - a. Counselors – Assignments for counselors beyond the 34.4 week academic year shall be considered supplemental and therefore, voluntary. Assignments four (4) weeks prior to the fall semester and two (2) weeks prior to the spring semester will be designated “peak weeks” and compensated on the basis of the pro rata salary for counselors. All other work will be designated as “non-peak” weeks and compensated at the faculty supplemental rate.
 - b. Advisors – In addition to the academic year, advisors will be required to work six (6) additional supplemental weeks: the two (2) weeks before the fall semester, the one (1) week before the spring semester, and three (3) additional weeks during remaining supplemental periods. The additional three (3) weeks shall be scheduled as agreed upon by the advisor and the immediate supervisor. The assigned work during these six (6) weeks shall be compensated at 100%. All other supplemental work beyond the required six (6) weeks is voluntary. It will be compensated at the faculty supplemental rate.
2. An overload for a counselor or advisor shall be defined as teaching a course from a subdivision schedule and /or performing duties beyond a 35 hour per week base load.
3. The counselors and advisors will develop their evening schedule with the department chair, subject to the approval of their dean.
4. Counselors and advisors will be permitted a remote work schedule within the remote work guidelines and procedures.
5. On the in-service day, before the beginning of the fall and spring semesters, the counselors and advisors will be allowed to attend in-service activities. Counselors’ and advisors’ schedules for the workday before the beginning of classes in the fall and spring semesters will be developed by the department chair, subject to the approval of the dean, at least 30 days in advance.
6. No counselor or advisor will be assigned to financial aid advising, veterans advising or general admissions advising during the academic year, unless agreeable to the counselor or advisor and their dean.
7. The department chair will prepare all fall, spring, and summer schedules subject to the approval of the dean. The department chair will recommend all part-time counselors and advisors subject to the approval of the dean.

9.2 Counselors' and Advisors' Supplemental Contracts and Other Assignments

1. A supplemental contract for counselors and advisors is defined as work beyond the regular 34.4-week academic year as defined in 9.1.1. When the Board approves half-day Fridays, work weeks may be either 31 or 35 hours. 31-hour work weeks during supplemental will reflect working only a half day on Friday; while 35-hour work weeks will require actual worked time of 35 hours during the week regardless of the half day Friday. Schedules for these weeks will be approved by the dean during the supplemental contract selection process. If the counselor or advisor is scheduled to work the normal 28-hour week in which a holiday falls, the counselor or advisor will receive holiday pay. During the summer supplemental period when half-day Fridays are in force, the counselor or advisor must still work a total of 28 hours during the week to receive the holiday pay.
2. Specific to advisors, if the supplemental period in December and January contain weeks in which the college is open fewer than five (5) days during a workweek due to a Board approved holiday work schedule, the week may be chosen as a 100% week provided the remaining days are made-up at a mutually agreeable time during the supplemental period prior to the Fall In-Service day, which has not already been designated as a 100% week.

- a. Advisors shall work all consecutive days during a partial workweek during the December and January supplemental period if they choose that partial week as a 100% week.
- b. Advisors are required to work six (6) additional full weeks beyond the academic year; therefore, if an Advisor works a partial workweek during the December and January supplemental period and chooses it as a 100% week, they are required to work the remainder of the five (5) days during the supplemental period prior to the fall in-service day.
- c. Sections 9.2.2.a and 9.2.2.b are not applicable if an advisor works a partial workweek during the supplemental period in December and January and chooses to be paid at the supplemental rate.

3. Counselor and advisor seniority for selection of supplemental contracts shall be determined by length of full-time employment from the full-time hire date. Rehired counselors and advisors shall use the most recent rehire date. If a tie-breaker is necessary, length of part-time employment as a counselor or advisor at Moraine Valley prior to full-time employment shall be utilized. The dean will maintain a list of counselor and advisor seniority, and will distribute this list two weeks in advance of selection of supplemental contracts.

4. No part-time counselor or advisor shall be assigned to work a supplemental or overload contract when a full-time counselor or advisor is available and wishes the supplemental or overload work.

5. The dean shall determine whether or not there shall be supplemental contracts. Recommendations from counselors and advisors, if any, shall be considered by the dean. Said dean shall prepare supplemental contracts, if any, for counselors and advisors on or before March 1 for summer work and on or before October 1 for winter work. Counselors and advisors will meet to select said supplemental contracts with the assistance and agreement of the Dean. The selection of said supplemental contracts shall be completed by March 15 for summer work and by October 15 for winter work.

6. Counselors and advisors who qualify to teach other academic and/or program courses offered by the college shall be allowed to select courses for overload and/or supplemental from the college schedule in accordance with sections 7.2 and 7.4.

7. Counselors and advisors desiring overload from other subdivisions' schedules shall notify their dean.

8. Counselors and advisors shall select regular and overload courses by seniority.

9. Qualified counselors and advisors who teach will be paid ECH rate but not less than the beginning rate of pay for adjuncts, whichever is more.

10. Counselors' and advisors' overload compensation for courses from the subdivision schedules shall be consistent with Article 7.1.

11. Counselors shall have priority over other members and over non-members of the bargaining unit in teaching Human Development (HDV) courses and teaching workshops developed within the Student Development Division as part of their base load. Each counselor shall have the option of selecting from the Fall and Spring course offerings one or two sections of HDV courses, subject to the approval of the Dean. Preparation time for the above teaching of workshops and credit courses within the base load will be considered as part of the counselor's and advisor's regular workload. The place and time of such preparation time will be selected by the counselor and advisor, subject to the approval of the Dean.

12. The criteria for evaluation for counselors and advisors shall be in accordance with the practices of Article 5.

13. The dean shall recommend to the Vice President of Student Development, based on their discretion, who shall receive special contracts for specific projects; pending the acceptance of the contract by the counselor or advisor, notwithstanding anything herein to the contrary. Not more than once in any year, a counselor or advisor who has been assigned to a special area or project may request reassignment. Such request will

normally be granted if there is another qualified counselor or advisor available and willing to accept the assignment that would be vacated.

14. After completion of the in-service program, a counselor or advisor may add additional supplemental hours.

15. Counselors and advisors will be allowed to attend the commencement exercises.

9.3 Librarians

1. Librarians will be employed for the academic year on a 35-hour week. In addition to the academic year, five (5) weeks of additional work will be required: one (1) week before the fall semester, one (1) week before the spring semester, and three (3) weeks to be completed during the remainder of the calendar year as agreed upon by the librarian and the immediate supervisor. The assigned work during these five (5) weeks shall be compensated on the basis of the librarians' pro-rated base salary. Assignments beyond the academic year and these five (5) weeks shall be voluntary and paid at the rate for the term worked. No part-time librarian/technician shall be assigned to additional work when a qualified full-time librarian/technician is available and wishes the additional work.

A department chair as per Articles 1.15 and 19.9 will be selected from the librarian staff, to provide administrative support in budget preparation, scheduling, hiring recommendations for part-time librarians, and other duties that may be assigned.

With the mutual consent of the librarian and the immediate supervisor, weekly work schedules may be flexible. Librarians will work the additional contracts with work responsibilities consistent with job descriptions and responsibilities performed during the academic year and according to past practices.

2. The Board shall have the right to establish evaluation procedures, provided that changes in such procedures shall be after notice to and consultation with the Association. Currently, the sole evaluation documents are those dated 7/1/02 subject to the provisions of Article 5.

3. Contracts for librarians shall specify Library position and academic rank (for example, Assistant Librarian with rank as Assistant Professor).

4. Assignments to librarians beyond 35 hours of work per week, such as teaching a course from a subdivision schedule or hourly overtime beyond their 35 hour per week workload, shall be paid at the rate for term or the beginning adjunct rate, whichever is more. No part-time librarian shall be assigned to work overload when a qualified full-time librarian is available and wishes the overload work. Furthermore, if a Library Assistant option class from the Educational Paraprofessional Program is part of a librarian's overload and is canceled, that librarian may choose another library aide class for which they are qualified from among those library aide classes then unassigned or tentatively assigned to a part-time librarian or teacher, subject to Articles 8.5 and 8.6.

5. Librarians who qualify to teach other academic and/or program courses offered by the college shall be allowed to select courses for overload and/or supplemental from the college schedule in accordance with sections 7.2 and 7.4. Any librarian who teaches a supplemental course shall expend one (1) point per credit hour. Notice of the availability of the schedules of courses for overload and/or supplemental shall be provided to librarians by the Vice President for Academic Affairs or their designee within five (5) school days after the date by which full-time teaching faculty must complete their course selections with their subdivisions.

6. Librarians shall select overload courses in accordance with Articles 8.5 and 8.6. No full-time librarian/technician shall be required to select or be assigned overload without their consent.

7. Librarians' overload compensation for courses from subdivision schedules shall be consistent with Article 7.1.

8. Librarians will be permitted a remote work schedule within the remote work guidelines and procedures.

9.4 Developmental Education Instructors

1. Full-time faculty members in Developmental Education shall be treated as teaching faculty members, except that their duties shall consist of teaching courses offered through the Developmental Education department, tutoring, and/or special project responsibilities.
2. If any course section offered through Developmental Education which is part of a Developmental Education faculty member's load is canceled, the faculty member shall have the right to elect: (a) to teach any available unassigned class offered through Developmental Education or class offered through Developmental Education tentatively assigned to a part-time faculty member (subject to Articles 7.4 and 8.5) that the Developmental Education faculty member is qualified to teach and, subject to the approval of the Dean; (b) to conduct additional tutoring hours in the Developmental Education Center; and/or (c) to work on special projects in the Developmental Education Center.

9.5 Internship Coordinators

1. In occupational programs where students are required to complete a period of internship activities, the college may designate one member of the program staff to serve as internship coordinator. Internship coordinators shall be members of the faculty, or as stated in 1.17, and as such will normally engage in direct teaching activities in the program each term. In programs that contain courses that are clearly identified as internships, the internship coordinator shall assume the responsibility for the activities associated with these courses. Program courses designated as seminars shall be considered part of the teaching load of the internship coordinator for which ECH shall be granted.
2. The workload for internship coordinators is set on an equated credit hour (ECH) basis as set forth in paragraph 3 below, and internship coordinators will be employed for the academic year; assignments beyond the academic year shall, with the sole and absolute discretion of the Board, be a condition of employment for internship coordinators, subject to the provisions of Article 7.1. Summer term supplemental appointments will be arranged on an individual basis with the Dean. If an internship coordinator who formerly was a teacher elects to return to full-time teaching, the internship coordinator shall have the opportunity to do so, if qualified, when the first opening occurs in the teaching area, provided that the administration is able to fill the internship coordinator's position.
3. Effective Spring 1984, a regular load for internship coordinators shall be the same as for teaching faculty and shall consist of teaching and internship program management and internship duties. The teaching assignment of internship coordinators shall be reduced for the purpose of performing duties required for program management and internship coordination according to the following guidelines provided the total ECH for internship program-management duties for the fall or spring semester shall not exceed 24.

3.00 ECH shall be granted each term for each program coordinated for internship program management and internship coordination, duties regardless of the number of interns, number of affiliate sites or type of program. If there are no interns in the program during a specific semester: (a) a class to replace the internship/seminar courses may be selected, or (b) other professional duties may be assigned with mutual consent of the dean and internship coordinator, or (c) the internship coordinator may decline the ECH.

In addition to the basic grant above: (a) .25 ECH shall be granted for each student serving in an internship provided the internship constitutes a minimum of 15 contact hours per week for the student. (b) .25 ECH shall be granted for each affiliate in excess of 15 per program per semester. (c) .125 ECH per intern shall be granted for each intern placed and supervised during the summer. (d) Summer term supplementary appointments for program management will be arranged on an individual basis.
4. For coordinating developing programs or for purposes in which special problems of a temporary nature exist, additional ECH may be granted on a semester basis providing the total ECH for coordination of a single program does not exceed 24.

9.6 Allied Health Teachers

Effective September 30, 1974, the workload for allied health teachers will be converted to an equated credit hour (ECH) basis, and they shall be employed for the academic year, provided, however, that assignments beyond the academic year shall, with the sole and absolute discretion of the Board, be a condition of

employment for health science teachers, subject to the provisions of Article 7.1. A regular load and teaching assignments for allied health teachers shall be the same as for other teaching faculty members, provided that clinical instruction shall be compensated on the same basis as classroom instruction.

9.7 Lead Teachers

In courses where team teaching is utilized, the college may, with the consent of the individual, designate one member of the faculty team to serve as lead teacher.

Lead teachers will normally engage in direct teaching activities in the course each term. They shall also assume ultimate responsibility for coordinating the course and shall provide leadership to the team members and students involved in the course.

One ECH shall be granted each semester for each course coordinated by a lead teacher.

9.8 Clinical Compensation

In calculating clinical compensation each (60 minute) clinical hour equals 1.1 contact hour, beginning in the fall of 1987.

9.9 Clinical Stipend for Nursing Prefix Courses

When nursing faculty take students to a hospital, nursing home, or other clinical setting, and make clinical patient assignments where the faculty and students provide nursing care to patients, they will receive a stipend. For each clinical course section (NUR prefix only), the amount will be \$110.00 plus \$70.00 per ECH.

9.10 Career Programs Additional Worksite Requirements

Sometimes in the career program area, faculty are required to complete additional human resources requirements imposed by the facilities where student learning experiences occur. These often include, but are not limited to, blood work, immunizations, criminal background checks, etc. When faculty are required to meet additional outside facilities expectations, they will be reimbursed at 100% upon satisfactory completion and submission of pertinent documents.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 Introduction

It is the declared objective of the Association and the Board to encourage the prompt resolution of grievances and the complaints of faculty members covered by this Agreement as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances and complaints.

10.2 Definitions and Limitations

A grievance shall mean a complaint by a faculty member that there has been a violation or misinterpretation of the specific terms of this Agreement or of official policies approved in writing by the Board, which may from time to time be in effect and which apply to faculty members. However, a grievance shall not be processed where the Board has retained sole and exclusive right to take action, provided that any stated exceptions to the Board's sole and exclusive rights shall be grievable under this grievance procedure. As used in this Article, the term "faculty member" shall also mean a group of faculty members having the same grievance. The designee of the Board at each step below shall be someone who has more authority than the person at the previous step. Grievances shall be processed as follows:

No grievance shall be entertained or processed unless it is submitted within 10 school days after the grievant had knowledge or should have had knowledge of the last asserted violation of the Agreement giving rise to the grievance. Upon written request received by administration before the 10th school day, the Association may extend said 10 school days to not more than 20 school days. Time is of the essence to this Agreement. Time

limits may be extended by mutual agreement of the Grievance Chair or their designee and the representative of the Board. Failure to communicate a decision within the specified time limits shall permit the Association to proceed to the next step.

Step 1: If after consultation with the Grievance Chair or the Chair's designee it is determined that a faculty member has a grievance, it shall be signed by the faculty member and the Grievance Chair or their designee. Next, the grievance will be submitted in writing and shall be discussed with their immediate supervisor. However, nothing shall prevent informal adjustment, provided that the terms of the grievance are made known, and subject to the terms of the Agreement. The faculty member's supervisor shall answer within three (3) school days after such presentation.

Step 2: If the grievance is not settled in Step 1 and the faculty member wishes to appeal, the grievance may be referred in writing to the chief administrative officer of the division (or to any other person designated by the Board) within ten (10) school days after the answer in Step 1. It shall be signed by the faculty member and the Grievance Chair or their designee.

The chief administrative officer of the division or their designee shall discuss the grievance within three (3) school days with the grievant and the Grievance Chair or their designee at a time mutually agreeable to the parties. If no settlement is reached, the chief administrative officer of the division or their designee shall give a written answer to the Association and the grievant within three (3) school days following their meeting.

Step 3: If the grievance is not settled in Step 2 and the Association desires to appeal, it shall be referred in writing by the Association to the President within 10 school days after the chief administrative officer of the division's answer in Step 2. The President or their designee shall discuss the grievance within three (3) school days with the Grievance Chair or their designee and the grievant at a time mutually agreeable to the parties. If no settlement is reached, the President or their designee shall give their written answer to the Association within three (3) school days following their meeting.

Step 4: If the grievance is not settled in Step 3 and the Association desires to appeal, it shall be referred in writing by the Association to the Board within 10 school days or 10 days beyond the end of the term whichever is less after the President's answer in Step 3. The Board shall have the option to hear the matter. If the Board decides not to hear the matter, the Board shall give its written answer to the Association within 10 school days of receipt of the appeal. If the Board decides to hear the matter, the Board shall meet within 10 school days of the receipt of the appeal and shall discuss the grievance with the grievant and the Grievance Chair or the chair's designee. In that event, the Board shall give its written answer to the Association within 10 school days after the Board meeting.

10.3 Arbitration

If the Board does not hear the matter or if the grievance is not settled in accordance with the foregoing procedure, the Association (but not the faculty member) may refer the grievance to arbitration within 10 school days after receipt of the President's answer in Step 3, if the Board does not hear the matter, or within 10 school days after the receipt of the Board's answer in Step 4, if the Board does hear the matter. The parties shall attempt to agree upon an arbitrator within five (5) school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Both the Board and the Association shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. This process shall take no more than 15 calendar days. However, if the Association or Board desires to strike all names on a panel of arbitrators and to request a new panel, each may do so no more than once. The process of striking all names on a panel shall take no more than 15 calendar days. The arbitrator shall be notified of the selection by a joint letter from representatives of the Board and the Association requesting that the Arbitrator set a time and place, subject to the availability of the Board and the Association representative.

10.4 Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement or any applicable Board policy. The Arbitrator shall consider and decide only the specific issues submitted to the arbitrator in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to the arbitrator. 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 in writing of the decision within 30 days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon their interpretation of the meaning or application of the specific terms of this Agreement or Board policy involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and faculty members and shall be immediately implemented.

10.5 Expenses of Arbitration

The fees of the arbitrator shall be divided equally between the Board and the Association. All other expenses shall be borne by the party incurring them.

10.6 Association and Board Grievances

The Association or the Board shall have the right to use the grievance and arbitration procedure starting at Step 2. The Association or the Board may request that a Board or Association grievance start at Step 1.

10.7 Individual and Board Grievance

Individual faculty members shall sign their names to any grievance which they may file. When the Association files a grievance involving an individual faculty member or a group of faculty members, that grievance shall be signed by the Association President and Grievance Chairperson and the individual or group of faculty members involved. When the Board or its designee(s) files a grievance, the grievance shall be signed by the chairperson or the Board and the grievant(s) if any.

ARTICLE 11 - LEAVES OF ABSENCE

11.1 Paid Annual Sick Leave

1. At the beginning of a faculty member's initial year of full-time employment, the faculty member will receive a bank of 10 sick leave days to be used for instructional day absences caused by illness, accident or temporary physical disability (including temporary physical disability which results from pregnancy or childbirth), which prevents the faculty member from performing their duties. In addition, a faculty member shall receive in each academic year of full-time service 1.167 sick leave days for each month of full-time service in that year, up to a maximum of 14 days. For purposes of this Article (11.1) only, a faculty member who has 4.7 or more ECH during the summer session shall be considered as employed full-time. Sick leave not used in the year of service for which it is granted shall be allowed to accumulate. In no event, however, shall a faculty member on sick leave receive sick pay, long term disability insurance benefits, and other state or college compensation or any combination of such benefits in excess of 100 percent of the faculty member's salary.

2. In order to be eligible for sick leave, a faculty member, or a member of their household, whenever possible, shall report their absence to the supervisor prior to the start of any duties they cannot, for that reason, perform at the college. Also, a statement from the faculty member's doctor, or a doctor of the Board's choice, if the Board so desires, may be required by the Board to establish illness, accident or temporary physical disability. A faculty member on leave of absence under Article 11 shall not be eligible for sick leave nor shall the faculty member accumulate such leave days.

3. Up to six (6) days each year of the faculty member's sick leave may be used when there is a sickness or disability involving a member of the faculty member's immediate family which requires the faculty member's personal care (in keeping with the Employee Sick Leave Act Public Act 099-0841). Immediate family is defined for the purpose of sick leave as spouse or civil union partner, parent, child, sibling, grandparent, grandchild, the spouse's or civil union partner's parent, child, sibling, grandparent, grandchild, or a relative living in the faculty member's household. Use of sick leave for other family members not defined by this section may be approved by the faculty member's vice president.

4. Each faculty member, upon request, shall receive an accounting of sick days accumulated and expended since the faculty member's most recent date of hire.

11.2 Sick & Parental Leave Bank

Membership in the Sick & Parental Leave bank will be open to all faculty union members and will be voluntary. Any member of the bank who receives benefits from the State University Retirement System or who is absent for illness due to work-related injury (which is compensable under the Illinois Worker's Compensation Act) may not avail themselves of any benefits of the bank.

To become a member of the bank, a faculty member will notify the Sick & Parental Leave Bank Committee of the intention to do so on a form that will be provided. To participate, faculty members will contribute two days of accumulated sick leave to the bank.

After the exhaustion of their sick day accumulation, each member of the bank may be entitled to draw upon the Sick & Parental Leave Bank. The granting of such leave shall be subject to the same criteria as regular sick leave and/or parental leave days and shall be in all other respects consistent with the negotiated Agreement. The sick leave withdrawal portion of the Sick & Parental Leave Bank shall be available only for the illness of the employee and not for the illness of the family. The maximum allowable sick leave will be 85 days per academic year. Additionally, the faculty member is entitled to draw upon the Faculty Sick & Parental Leave Bank after exhaustion of their sick leave use for the purpose of parental leave of absence to rear either a newborn or adopted child under the age of eighteen (18) years as per section 11.9. Members of the Sick & Parental Leave Bank will be limited to withdrawing up to 85 days from the bank per birth or adoption incident.

Any member who wishes to withdraw from membership in the bank can do so by written notice to the Bank Committee. Official withdrawal will be effective five working days after the official notification. However, because the contribution of the two sick days is treated in the same manner as insurance, these two days will not be returned.

The Sick & Parental Leave Bank Committee will be established by the Faculty Association Executive Committee to manage the Sick & Parental Leave Bank. The Sick & Parental Leave Bank Committee shall notify the Human Resource Office of new members.

Note: The total paid parental leave is up to 85 days, including all accrued sick days. See Article 11.9 for more information. For example, if the faculty member has 20 accrued sick days available, they may request up to 65 additional days from the Sick & Parental Leave Bank.

11.3 Paid Professional Meetings Leave

Leaves of absence with pay may be approved by the appropriate dean, and with notification to the Department Chair, to permit faculty members to attend professional meetings and/or for other purposes which the administration concludes contribute to the professional growth and development of the faculty member. The grant and duration of such leaves shall be within the discretion of the administration. If a request for such leave is denied for reasons other than the availability of funds, upon request, the dean shall state in writing the reason(s) for the denial. A faculty member on such leave may be reimbursed for expenses including transportation by air coach or personal automobile, lodgings, meals, local transportation, registration fees (not in excess of those charged members attending the conference), and tips, as the administration shall determine are reasonable under all considerations.

11.4 Paid Jury Duty

Faculty members who are summoned to court to perform jury duty or who are subpoenaed to testify in matters in which they have no personal or pecuniary interest shall suffer no loss of salary.

Any compensation received for jury duty shall be kept by the faculty member to cover costs of meals, transportation, etc.

Faculty members shall give notice to their immediate supervisor of the dates of their absences upon receipt of any such notification. Faculty members subpoenaed to testify also shall attempt to arrange their court appearance so as to minimally interfere with their regularly assigned duties.

11.5 Personal Leave, Religious Holiday Leave and Bereavement Leave

11.5.1 Personal Leave

Upon notification to the immediate supervisor, a faculty member will be granted three (3) paid days per year. The 12-month period shall be defined as between July 1 – June 30. A faculty member may also use two (2) accumulated sick leave days per year as personal days. Personal leave may be used for any reason with no other explanation than “Personal Business”. Personal leave days may be taken consecutively but may not be taken the first or last week of each academic term (i.e., Fall, Spring, Summer) or immediately before or after a holiday break. Faculty should notify their immediate supervisor of the need to take personal leave as soon as practicable. Personal leave shall be noncumulative and will not be paid upon separation. Personal leave may only be taken in increments of four (4) hours. Additional personal leave days may be approved by the faculty member’s Vice President.

11.5.2 Religious Holiday Leave

The College shall reasonably accommodate a faculty member’s request to be absent from duty in order to participate in religious holiday observances. Up to three (3) religious holidays per year shall be granted as personal leave without loss of pay. Days designated for religious observances shall be noncumulative and shall not be paid upon separation. Each faculty member shall assume responsibility for notifying the Department Chair/Supervisor and the Dean of their absence and the arrangements which have been made for the performance of their duties during their leave.

11.5.3 Bereavement Leave

Faculty members shall be granted two weeks (10 workdays) consisting of 5 paid and 5 unpaid days for each qualifying event, as listed below:

- a. Attend the funeral or alternative of an immediate family member;
- b. Make arrangements necessitated by the death of an immediate family member;
- c. Grieve the death of an immediate family member; or
- d. Be absent from work due to (a) miscarriage; (b) an unsuccessful round of intrauterine insemination or an assisted reproductive technology procedure; (c) a failed adoption match or an adoption that is not finalized because it is contested by another party; (d) a failed surrogacy agreement; (e) a diagnosis that negatively impacts pregnancy or fertility; or (f) stillbirth.

Immediate family member is defined as: a faculty member’s spouse, domestic partner, parent, parental sibling, stepparent, parent-in-law, child (biological, adopted, foster, legal ward, or otherwise acting in loco parentis), stepchild, child-in-law, sibling, stepsibling, sibling-in-law, grandparent, grandparent-in-law, grandchild, or a relative living in the faculty member’s household.

Reasonable documentation must be submitted to Human Resources. Documentation may include a death certificate, a published obituary, written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. Documentation that substantiates the faculty member’s relationship, power of attorney, or residency may also be requested. For leave resulting from an event listed in item 4, reasonable documentation shall include a form provided by Human Resources filled out by a healthcare practitioner or an adoption agency or surrogacy organization. A faculty member requesting leave for an event listed in item 4 is not required to disclose which category of the event the leave pertains.

Bereavement leave is granted per event and must be completed within 180 days. A faculty member who elects to take 10 days of bereavement leave may use another form for leave (e.g., personal) to be compensated for the otherwise 5 unpaid days. In the event of a death of more than one immediate family member in a 12-month period, a faculty member shall be entitled to up to 6 weeks (30 workdays) of bereavement leave. The 12-month period shall be defined as between July 1 – June 30. Bereavement leave shall be noncumulative and will not be paid upon separation.

11.5.4 Waiver of Cook County Paid Leave Ordinance

The College and the Association agree to waive the application of the Cook County Paid Leave Ordinance to the bargaining unit, based on the leave provisions provided in Section 11.5 of this Agreement and consistent with Section 42-5 of the Cook County Paid Leave Ordinance (Passed December 2023).

11.6 Annual Convention Leave

If the administration sends a faculty member who has been elected by the Association as an official delegate to the annual convention of the Illinois Community College Faculty Association, a leave of absence without loss of pay shall be granted to attend that convention if such is necessitated by the convention dates.

One faculty member who has been elected as an official delegate to the biennial convention of the AFT shall, if necessitated by convention dates, be granted a leave of absence with pay to attend the convention.

11.7 Military and National Service Leaves

1. A faculty member who leaves their position for extended active duty in the military service of the United States during a state of war or national emergency shall be granted a military leave for the duration of the faculty member's commitment to such war or national emergency, in accordance with the terms of applicable laws. The faculty member shall be entitled to return to their position provided that their discharge from service is not for reasons which would cause their reappointment to violate the conditions of Article 4 or 5, whichever is applicable. The faculty member shall return to full-time teaching status at the first opportunity that the college has to employ a full-time faculty member in the same areas for which they were hired, or in other areas in which the Board judges them qualified to teach before their military leave commenced.

The faculty member will be given priority over all part-time and prospective part-time and prospective full-time instructors to teach either part-time or full-time in the area or areas for which the faculty member has been or shall be considered qualified to teach.

During the period of such authorized military leave, the Board shall continue to pay the faculty member's required contributions to the fund of the State Universities Retirement System.

Provided that the faculty member has not reached the last step of their lane, restoration shall be, at the very least, at the salary lane and step held at the beginning of military leave, plus one vertical salary step provided said leave has been at least two (2) semesters in duration.

2. A faculty member who is required to leave their position to serve in the United States Government instead of in any other required military service of the United States may be afforded the same benefits, except that contributions to the retirement fund will not be made by the Board during such leaves and that such leaves shall not exceed two (2) calendar years.

3. A faculty member who is required to take a short leave of absence for reasons of public emergency to perform temporary active duty with Reserve or National Guard units during the time the faculty member is scheduled to perform duties at the college will be paid their salary, provided that: (1) the faculty member remits to the Board any sums of money paid to the faculty member as compensation for the performance of such military duty; (2) the faculty member presents evidence that they have endeavored to have such duty scheduled during a time when the faculty member is not responsible for duties at the college; and (3) the faculty member has given the administration the opportunity to request that those duties be assigned at another time, unless the military call-up is urgent and prevents the administration from making such a request. This section shall not apply if the faculty member waives their salary.

11.8 Leaves of Absence Without Pay

Upon recommendation of the president and approval of the Board, a faculty member may be granted, upon their written request, up to one academic year's leave of absence without pay, and, upon approval, may be granted, upon written request, an extension up to an additional academic year's leave for improving professional competence or for other good and sufficient cause shown.

The Board may set the conditions for such leaves. Applications for leaves shall be filed with the President not later than March 1 and November 1 preceding the semester that the leaves shall become effective. Requests for extension must be made in writing at least 60 days before the termination of leave.

While on such leave, a faculty member shall be allowed to participate in college health, accident, and life insurance programs, provided the faculty member shall make timely advance payments(s) by the first day of each month of all premium(s) due for such insurance to the Human Resources Office.

Failure to return to employment upon termination of leave shall constitute termination of employment, unless the President, or their designee, grants the faculty member a short extension because a justified emergency beyond their control prevented their return, and provided further that the faculty member notified their supervisor or the administration of such emergency within 48 hours after the day they were due to return. Written notices of intent to return must be on file not less than 90 days prior to the end of the leave, except for faculty members who have a leave of absence for the spring semester who shall file said notices of intent to return on or before March 1. Failure to timely notify the administration of an intent to return shall not obligate the Board to employ the faculty member. Benefits accumulated by a faculty member prior to the effective date of the leave of absence shall be carried forward and maintained by the faculty member upon return. At the end of the leave of absence without pay, a faculty member shall have the right to return to employment at the college in the course area the faculty member left or in a related course area for which they are qualified.

11.9 Parental Leave

1. A faculty member shall be granted a parental leave of absence to rear either a newborn or adopted child under the age of eighteen (18) years. The term of the leave of absence is one year or less and must be completed before the child's fourth birthday (for newborns) or within four years of adoption (or, if earlier, ending on the child's 18th birthday).

2. At the end of a parental leave of absence, the faculty member shall have the right to return to employment at the college in the course area the faculty member left or in a related course area for which the faculty member is qualified.

3. In order to be eligible for a parental leave of absence, a faculty member who desires such leave shall notify their immediate supervisor in writing with a copy to the Vice President for Academic Affairs as soon as the faculty member has knowledge of an intent to take a parental leave, but at least 30 days before such leave. Faculty members will be eligible for a parental leave if they are eligible as a parent under FMLA. The College may request appropriate documentation. Upon written request at least 60 days prior to the end of the leave, such parental leave may be extended for up to one additional year within the discretion of the Board.

4. A parental leave of absence may begin when a faculty member so desires but not later than:

- a. the newborn child's third birthday; or
- b. three years from the date of adoption.

A parental leave of absence for teaching faculty shall end at the beginning of a fall or spring term or summer session. A parental leave of absence for non-teaching faculty members shall end at the date so desired by the faculty member, provided (1) it ends within one (1) calendar year within the date the leave commenced and (2) the said faculty member gives their immediate supervisor at least 60 days written notice in advance of their return.

5. Absence on parental leave shall not be considered a break in service, but the period of the leave shall not be considered as service at the college (in accordance with 19.1).

6. A faculty member may utilize accrued sick leave for all or part of a parental leave up to the total amount of sick time the faculty member has accrued. After exhaustion of their accrued sick leave, the faculty member is entitled to draw upon the Faculty Sick & Parental Leave Bank for the purpose of parental leave of absence, subject to limits and definitions established in Section 11.2.

7. If the faculty member and the spouse of the faculty member are both employees of Moraine Valley Community College in the same department, parental leaves shall not be taken concurrently by the spouses.

11.10 Sabbatical Leave

1. The Board may grant a sabbatical leave to a faculty member for a period not to exceed one academic year for resident study, research, travel, or other purposes designed to improve the college. Sabbatical leave shall not be considered a break in service. At the end of the faculty member's sabbatical leave, the faculty member shall return to the salary lane and step they held at the beginning of their leave, plus one vertical salary step, provided that the faculty member has not reached the last step of their lane. At the end of a sabbatical leave a faculty member shall have the right to return to employment at the college in the course area the faculty member left or in a related course area for which the faculty member is qualified.

2. The leave will be conditioned upon a plan for resident study, research, travel or other activities proposed by the applicant and deemed by the Board to benefit the college, and such plan shall be approved by the Board and may not thereafter be modified without the approval of the Board. As part of the sabbatical application process, the administration may request information regarding the college's fiscal commitments, proposed to be a part of the sabbatical leave project. A copy of every sabbatical leave application shall be sent to the Association President by the applicant. If it shall become necessary in the granting of sabbatical leave to choose among applicants who the Board finds have plans substantially equal in merit, the selection shall be determined first on the basis of those faculty members whose number of years since their last sabbatical leaves taken is the greatest, and second, on the basis of length of full-time service with the college.

3. The grant of a sabbatical leave by the Board will constitute a finding that the leave is deemed of benefit to the college by improving the quality and level of experience of the faculty member.

4. No faculty member will be eligible to start a sabbatical leave until a faculty member has completed six (6) full academic years of satisfactory full-time service at the college. A faculty member who has completed a sabbatical leave may not again apply for such leave until the completion of a subsequent six (6) years of such service.

5. Before leave is granted, the applicant shall agree in writing that, if at the expiration of such leave does not return to the college for a period of at least one (1) full academic year, all sums of money received from the Board during the sabbatical leave shall be refunded to the Board.

6. A faculty member may be granted either a sabbatical leave of one (1) year at half pay or a one-semester leave at full pay. No more than seven (7) faculty members may be on a sabbatical leave at one time. No more than four (4) sabbaticals will be granted in any one semester.

7. In order for faculty members to be eligible for consideration for sabbatical leave, applications, including detailed plans, must be submitted to the Faculty Development Committee no later than November 1st of the year preceding for sabbatical leaves beginning with the fall semester and March 1st for sabbatical leaves beginning with the spring semester. If an application for sabbatical leave is denied, the reason therefore shall be stated in writing by the president, or their designee, to the faculty member.

Faculty members who have received notice of RIF and are recommended by the Faculty Development Committee shall be given priority in the granting of sabbaticals.

The Faculty Development Committee after notifying the appropriate department chair and the dean of receipt of an application shall review the requests, which must contain a letter from the dean, and forward its recommendation to the appropriate vice president who recommends to the president. The president shall inform the faculty member in writing after the first regular meeting of the Board of Trustees in the calendar year for fall sabbatical leaves and June 1st (or immediately following the next Board meeting if there is no May meeting) for spring sabbatical leaves whether or not the faculty member's leave has been granted.

The Faculty Development Committee shall be elected to serve two-year terms, and shall consist of at least one but no more than:

- (1) two (2) faculty members from Career Programs;
- (2) three (3) faculty members from Science, Business, & Computer Technologies;
- (3) three (3) faculty members from Liberal Arts;
- (4) one (1) faculty member from counselors and advisors;
- (5) one (1) faculty member from librarians and technicians;
- (6) one (1) faculty member from Enrichment Programs & Services;
- (7) two (2) administrators selected by the Vice President for Academic Affairs or designee.

8. Within 30 days of returning to the college for base duties, the faculty member shall submit a report to the president demonstrating that the conditions for which the sabbatical leave was granted were fulfilled. The faculty member will deliver a presentation about the sabbatical activities at an event such as a staff development day, Center for Teaching and Learning workshop, subdivision meeting, or other similar public campus forum by the end of the semester in which they return for base duties. In addition, the faculty members on a full academic year sabbatical will submit a mid-year report on progress to date no later than January 15 of that academic year, and each faculty member will be notified in writing within sixty (60) days if the report is approved or rejected. Failure to fulfill the conditions for which the sabbatical was granted may result in forfeiture of all sums of money received from the Board during the sabbatical leave.

Tuition reimbursement for faculty members while on sabbatical leave shall be paid in accordance with Article 12.2.

9. The Board may grant an extension of the approved sabbatical up to one (1) additional year without pay. The extension shall not be considered a break in service. All other provisions of the Sabbatical Leave shall apply to the extension.

11.11 Retraining Leave

At the Board's discretion, it may grant a retraining leave to a tenured faculty member whose present position is in jeopardy due to changes in enrollments. Such retraining leaves shall be limited to one (1) academic year and shall not be considered a break in service. At the end of the retraining leave, the faculty member shall return to the salary lane and the step held at the beginning of the leave, plus one (1) vertical salary step, provided that the faculty member has not reached the last step of the lane. While on retraining leave, the tenured faculty member shall receive: (a) two-thirds of base salary for the academic year, (b) full reimbursement for tuition, fees and required texts, and (c) college insurance coverage except life insurance.

Retraining leave shall be based on the following conditions:

1. That there is a high probability of an available position in one (1) year for which the tenured faculty member can retrain.
2. That the faculty member prepare and submit to the Faculty Development Committee for review a detailed plan and statement, including a letter from the dean, and, including estimated costs, of the proposed retraining activities. In the event that the retraining activity is employment for which the faculty member is compensated, the salary received from the college shall be reduced by the amount of employment compensation received. Upon receipt of request from the faculty member, the Faculty Development Committee will notify the appropriate department chair.
3. That the Faculty Development Committee shall submit the application along with its recommendation to the appropriate vice president who shall make a recommendation to the President. If the application for retraining is denied, the reason(s) therefore shall be stated in writing by the President or designee to the faculty member. The Faculty Development Committee shall send a copy of the application to the appropriate department chairs, the President of the Faculty Association, and deans.
4. In the event a retraining leave is granted, the applicant shall agree in writing that, if at the expiration of such leave they do not return to the college for a period of at least one full academic year, all sums of money received from the Board during the retraining leave shall be refunded to the Board.

11.12 Compassionate Leave Bank

The purpose of the Compassionate Leave Bank is to mitigate the serious effects of an emergency situation in a member's life. Faculty members requesting compassionate leave days must be members of the Association. Faculty Association members requesting leave days will apply for Family and Medical Leave with the college before submitting application materials to the FA Compassionate Leave Committee. Each request for compassionate leave days will be considered on the merits of the individual situation. A faculty member may be granted leave days to provide care or support to a family member of the employee. A qualified medical practitioner must issue a verifiable certificate stating that the family member has a serious medical condition. The maximum allowable leave will be 40 days, which may be used during the faculty member's FMLA. Should there be a delay in the receipt of the verifiable certificate or applicant's materials to the Committee, a faculty member will use the provision in Article 11. 5, and will use the three contractually provided personal leave days, and, if necessary, will

request additional personal leave days from the appropriate vice president until the verifiable certificate and applicant's materials are received.

Family members are defined as spouse, civil union partner, child, and parent.

The Faculty Association President will notify Human Resources when a faculty member has requested compassionate leave days. Human Resources will notify the appropriate vice president and dean of the compassionate leave days awarded.

Membership in the compassionate leave bank will be open to all faculty union members and will be voluntary. To become a member of the bank, a faculty member will notify the Compassionate Leave Bank Committee of the intention to do so on a form that will be provided. To participate, faculty members will contribute one day of accumulated sick leave to the bank. Any member who wishes to withdraw from membership in the bank can do so by written notice to the Committee. Official withdrawal will be effective five working days after the official notification. However, because the contribution of the one sick day is treated in the same manner as insurance, the one day will not be returned.

Whenever the accumulation of sick leave days in the Compassionate Leave Bank shall have fallen to fifty (50) days, the Compassionate Leave Bank Committee shall notify all members. Thereafter, one (1) personal sick day from each member's accumulated sick leave shall be assigned to the Bank.

Upon retirement, faculty members may contribute up to fourteen (14) unused sick days to the Bank.

The Compassionate Leave Bank Committee will be appointed-by the Faculty Association Executive Committee to manage the Compassionate Leave Bank. The Compassionate Leave Bank Committee shall notify the Human Resource Office of new members.

ARTICLE 12 - PROFESSIONAL GROWTH

12.1 Moraine Tuition Waived

1. Full-time faculty at Moraine Valley Community College who enroll in courses at the college will have their tuition waived; the spouse of a regularly scheduled full-time employee and dependent children under the age of 26 and living in the employee's household are eligible to enroll in college courses at Moraine Valley Community College 100% tuition free [including any course fees] and subject to the following conditions: [1] For the purposes of this policy, semesters are defined as one of the traditional semesters: fall, spring, summer pre-session, and summer. The dependent child(ren) cannot turn 26 anytime during a traditional semester and still qualify for the waiver for that semester regardless of the start or finish date of the class within that semester; [2] the tuition waiver is limited to courses applicable to the Associate Degree, college credit Certificate Programs, and/or remedial developmental courses as designated by state code; [3] for courses in which admission to a specific instructional program is a condition of registration, such as Nursing, Respiratory, etc., tuition shall be waived only in the event that space is available in the program after all qualified tuition-paying students have been admitted. This does not preclude admission and registration as a tuition paying student. If any employee dies while employed full time, the above benefit described in this paragraph shall be extended to the employee's child(ren).

2. For the purpose of this agreement, "course fees" (as referenced in 12.1.1) included with the tuition waiver are limited to the following current fees:

- a. College Activity Fee
- b. Student ID Fee
- c. Construction/infrastructure Fee
- d. Technology Fee
- e. Student Practice Liability
- f. Supply Fee
- g. Course Fee
- h. Equipment Fee

Therefore, the following fees are not included within the tuition waiver:

- a. Book charges, which include, but limited to, textbooks, equipment and uniforms
- b. Third-party fees for non-credit courses

The Faculty Association acknowledges that employees and their dependents who enroll on a part-time basis will be eligible for a FitRec membership on financial terms equal to any other part-time student.

A waiver of any course fees added in the future shall be discussed by the parties in keeping with this agreement.

3. Faculty members shall be allowed to take up to three (3) non-credit courses per academic year (CCCE seminars, CCCE workshops, memberships and special events/activities are not courses and are excluded) at the college tuition free, provided the faculty member enrolls on the first day of the course. No paying student shall be bumped. Decisions as to whether a course shall run or be cancelled will be made based upon the number of paying students enrolled disregarding non-paying enrollees. Enrollment in non-credit courses, space pending, will take place no sooner than one week prior to class starting. Faculty members must pay for course materials and/or fees. There shall be a maximum of two (2) seats per course available to employees.

12.2 Tuition Reimbursement - Other Institutions

Where the Board within its discretion approves a faculty member's proposal to take courses at other institutions of higher learning, the Board shall reimburse the faculty member for tuition and fees in amounts and under conditions set forth by the Board.

If a faculty member wishes to seek reimbursement for taking courses at other institutions of higher learning, the faculty member shall submit a proposal requesting approval to the dean. The faculty member shall list the courses which the faculty member has taken, the courses which the faculty member would like approved, the ways in which the courses contribute to their professional development, information, and instructional skills, and the relationship of the courses to the field in which the faculty member teaches. If the request for reimbursement is denied, the dean shall state in writing the reason(s) for the denial.

12.3 Association Workshops

The Association shall have the right to conduct two days of workshops each academic year provided they do not interfere with classes. The date and content of such workshops shall be subject to the approval of the Vice President for Academic Affairs.

12.4 In-Service

The faculty shall be required to attend a one-day in-service prior to the Fall semester and one day prior to the Spring semester. No in-service activities shall be held prior to the summer session. The Association shall be granted a place and time on the in-service agenda.

12.5 Professional Growth Units

Professional growth units (PGU) may be awarded upon recommendation of the Faculty Development Committee and prior approval of the Vice President for Academic Affairs for the following types of activities:

1. Satisfactory completion of special voluntary in-service staff development activities sponsored by Moraine Valley Community College for which the Vice President for Academic Affairs has approved and established PGU credit. (Typically 16 contact hours equal one (1) PGU).
2. Summer work experience to upgrade skills in a field directly related to instructional assignment (e.g., Electronics Technician, Refrigeration Service, Legal Assistant, Broker, etc.). For such activities, one (1) PGU can be awarded for each 100 hours of work experience to a maximum of three (3) PGU credits per summer. Unless unusual circumstances warrant such approval, PGU credit for summer employment would only be approved every other summer.
3. Non-credit courses or seminars directly applicable to instructional assignment. (Typically 16 class contact hours equal 1 PGU). Credit will be given only once for courses/seminars/workshops that contain essentially the same informational content. (e.g. Introduction to Word Perfect.)

4. Special projects, other than college supported R & D projects, which are beyond the scope of regular duties (e.g., special research projects, authoring significant works, development of unusually time-consuming instructional aids, presentation at seminars or workshops for which significant preparation was required, etc.) PGU value to be tentatively assessed when the proposal is made and reviewed at the half-way mark. One to three PGUs allowed depending upon complexity of activity and time requirements.

Evidence of completion must be submitted no later than six (6) months following completion of the activity.

A maximum of 40% of the credit hour requirements for horizontal movement to lanes C, B, and A outlined in Article 19.4 can be fulfilled with PGUs earned while employed at the college. Any of the 40% of the credit hours earned through PGUs, but not used to fulfill credit hour requirements for movement to lanes C or B, may be used for movement to lane A.

A maximum of 40% of the credit hour requirements for horizontal movement from E₁ to E₂ to E₃ can be fulfilled with PGUs earned while employed at the college.

ARTICLE 13 - FACULTY RIGHTS

13.1 Precedence of Agreement

The terms of this Agreement shall take precedence in the event of conflict between the terms of an individual contract of a faculty member and this Agreement. This Agreement shall be referred to in the employment contracts issued to faculty members. Copies of this Agreement shall be made available to faculty members, the cost of which shall be shared equally between the Board and the Association. When available, insurance and pension booklets shall be issued to each faculty member. Official Board policies shall be available for faculty inspection in the library and the president's office.

13.2 Public Records

The Board shall make available to the Association any existing public records which are relevant to negotiations or the enforcement of this Agreement. The Board shall make such records available within seven working days of the request unless more than seven days are required for preparation, in which case, the Faculty Association President shall be notified. Standing requests will not be honored.

13.3 Notification of Board Meetings

The Association President shall be supplied a copy of the agenda and the date of any regular or special meeting (including study session), or committee meeting of the Board, at the time the agenda is distributed to the Board, with sufficient information thereon to know the subjects to be discussed at the Board meeting. The Association President shall be notified of any regular or special Board meeting or Board committee meeting at least 48 hours before the meeting, except in cases of emergency meetings, in which cases notification shall be given as soon as practicable prior to such a meeting. The president of the college shall make available to the president of the Association or their designee, at the beginning of the Board meeting, additional Board reports, including recommendations of the president, and the minutes of the last meeting, to the extent such material is available to the general public at the meeting. The same courtesies shall be extended by the Association to the Board. The Association shall send copies of published minutes and newsletters to the President.

13.4 Association on Board Agenda

The President of the Association or their representatives shall be accorded the privilege of speaking at Board meetings for a period of time allocated by the chairperson of the Board, provided that the faculty member has made their request prior to the time the agenda has been prepared and has identified the subject(s) on which the faculty member wishes to speak. Collective bargaining shall not be conducted and grievances shall not be discussed.

13.5 Association on Committees

The Association may appoint one or more observers to all college committees where faculty members participate if such committees are involved in institutional planning or consider faculty rights and responsibilities. Upon written request to the president a list of the committee members of the college's major committees, including standing committees, shall be made available to the Association. No standing requests will be honored.

13.6 Board Policies, Regulations and By-Laws

One copy of the Board's official Policies, Regulations and By-Laws Manual and all subsequent additions, deletions and amendments shall be provided to the Association secretary for use by the Association.

13.7 Right to Attend Public Board Meetings

Faculty members may attend public Board meetings to the same extent as any member of the public who lives in the district.

13.8 Faculty Disciplinary Conference

If a faculty member is called by an administrator to a disciplinary conference where the faculty member receives a written warning, suspension or notice of termination of employment, the faculty member upon request may have an Association representative present. (See also Article 4.4)

13.9 Recognition in College Catalog

A faculty member may upon written request to the Vice President for Academic Affairs list their state certification(s) in the college catalog, provided that such certification(s) is(are) officially recognized by the Board.

ARTICLE 14 - PERSONNEL RECORDS FOR FACULTY

Upon one day's request, a faculty member may review their official personnel file, except for confidential documents (credentials, peer evaluation and letters of recommendation). If their request is reasonable, a faculty member may reproduce any of those items in the faculty member's file that are subject to their review. Material relative to the faculty member's performance, character, or personality placed in the faculty member's official file must be initialed by the faculty member before it is placed in the file. Said initialing by the faculty member is only to show that the faculty member has read the material and shall not be deemed to be in agreement or disagreement with its content. If a faculty member refuses to sign said document, the dean will make note of such on the document, sign it, and forward it for inclusion in the personnel file. A copy will be sent to the faculty member and the grievance chair. A faculty member may attach their own written responses to items that have been placed in their file. No material that is retracted in writing by its source or that the faculty member's immediate supervisor agrees has no merit shall remain in a faculty member's personnel file or shall be used against a faculty member.

ARTICLE 15 - CALENDAR

15.1 Semester Duration and Holidays

There shall be no more than seventeen (17) weeks of instruction in each semester. Holidays observed will be:

1. New Year's Day plus one additional day
2. Martin Luther King's Birthday - 3rd Monday in January
3. Presidents' Day - 3rd Monday in February
4. Holiday - as dated

5. Memorial Day - last Monday in May
6. Juneteenth – June 19*
7. Independence Day – July 4th*
8. Labor Day - 1st Monday in September
9. Wednesday prior to Thanksgiving Day
10. Thanksgiving Day - 4th Thursday in November**
11. Day after Thanksgiving
12. December 25th plus one additional day

* If Independence Day or Juneteenth is on a Saturday, then the holiday is observed on a preceding Friday. If Independence Day or Juneteenth is on a Sunday, then the holiday is observed on the following Monday.

** Current practice with regard to the Thanksgiving weekend shall be maintained.

One (1) year prior to the publishing of the college catalog, the Vice President of Academic Affairs will meet with the president of the Faculty Association or designee to discuss and examine in good faith any suggested revisions that the association may have regarding the structure of the proposed academic calendar.

15.2 Staff Development and Spring Recess

The Administration may select one (1) day of staff development during the Fall and Spring semesters with required faculty attendance. This staff development will be held on either a Tuesday or Thursday.

New faculty members shall have up to one week of orientation prior to the beginning of classes of the semester in which they are first employed. Non-tenured faculty members may be required to attend meetings during the fall and spring semesters as part of the requirements for the non-tenured process.

Spring break will be the ninth (9th) week of the semester.

15.3 Summer and Pre-summer Session

There may be a three (3) week pre-summer session starting the first week following the end of the Spring semester. Pay will be at summer school rates.

There shall be eight (8) weeks of instruction in the Summer term, except where program requirements necessitate different attendance.

15.4 Instructional Days

Monday through Saturday shall be considered instructional days, provided that no faculty member shall have the obligation to perform duties on Saturday or Sunday without their consent.

15.5 Faculty Duties and Meetings

The Board may require faculty members to be present to teach their classes or to otherwise perform their assigned duties, to conduct college office hours, to fulfill committee responsibilities and to be present for scheduled meetings during college activity hours, to participate in professional development activities, and to adhere to the *Faculty Responsibilities*. Committee and group meetings with mandatory attendance will be held on Tuesday and Thursday, 3:30 p.m. – 5:00 p.m. Committee and group meetings with mandatory attendance can be held on Monday and Wednesday, 3:30 p.m. – 5:00 p.m. unless the faculty member is teaching a class. Mandatory meetings may be virtual, on campus, or hybrid; faculty are expected to attend and participate in the modality selected for hosting the meeting.

At least two faculty department meetings will be held in-person each semester. Departments may choose to hold the other department meetings during the semester through a synchronous online meeting on a web conference platform.

Required meetings, those types listed above, for Counselors and Advisors may fall outside of the time frames listed above in order to best serve student needs that do not always directly align with class/teaching schedules.

15.6 Closure of the College

It shall not be a violation of this Agreement if the college cannot be operated due to a reason beyond the Board's control, such as an act of God, fire, explosion, etc.

ARTICLE 16 - HIRING AND FACULTY INVOLVEMENT

16.1 Right of Board

Decisions on the hiring of faculty members and the terms of their employment shall be the sole and exclusive right of the Board. However, the terms of their employment contracts shall not violate the terms of this Agreement.

16.2 Posting of Open Faculty Positions

All openings for full-time faculty positions shall be posted in all faculty mailbox locations, provided that such postings shall not be deemed to obligate the college to hire any number of applicants.

16.3 Interviews

Except where conditions necessitate that interviews take place other than in the immediate locale of the college, two or more faculty members, if available, in the department (including the department chair) for which prospective faculty members may be hired, shall participate in interviews of all prospective full-time faculty members and make written recommendations to their deans concerning the employment of the candidates. At least one of the faculty members participating in such interviews shall, whenever possible, be teaching the same field or subject area for which the candidate is being considered. Faculty members invited to participate in the interview shall be given the basic information needed to enable them to assess the applicant.

16.4 Part-time Hiring

Recommendations for the hiring of part-time instructional staff shall be the responsibility of the department chair with as much consultation with the full-time faculty in the subject as is practical and with the approval and concurrence of the dean.

16.5 Lane Placement

A new hire shall be placed on the salary lanes in accordance with the qualifications contained in Article 19.3 ("Placement on Salary Lanes") and Appendix C.

16.6 University Interns

No individual shall be hired as an intern who: (1) has a Master's Degree in the subject(s) to be taught or is qualified to teach the subject(s) for which they are being considered, and (2) is not enrolled in an internship course at the university.

ARTICLE 17 - NON-INTERRUPTION OF WORK

The Association will not instigate, promote, sponsor, engage in, or condone any strike, slowdown, picketing, boycott or concerted stoppage of work, or any other intentional interruption of the operations of the college. Any faculty member who violates any of the provisions of this Article may be disciplined (including discharge) by the Board, except if any faculty member pickets they may be disciplined (including discharge) if they persists in such violation after the faculty member has received one written warning from the Vice President for

Academic Affairs. Any faculty member who is discharged or disciplined, including suspended without pay, for violation of the terms of this Article may file a grievance under Article 10 alleging the faculty member did not violate said terms. In the event the grievance is appealed to arbitration, the decision of the arbitrator on this issue shall be final and binding on the Board, the Association, and the faculty member(s) involved. The Board will not engage in any lockout during the term of this Agreement.

ARTICLE 18 - SCOPE OF AGREEMENT

This Agreement covers all matters relating to salaries, fringe benefits, and working conditions of faculty members. The appendices hereof are integral parts of this Agreement and by this reference are incorporated herein. There shall be no unilateral re-opening of this Agreement by the Board or the Association during the life thereof covering any matter covered or not covered in this Agreement. During the life of this Agreement, the Board will not change for arbitrary or capricious reasons existing policies and practices established in writing by the Board or by an administrator designated by the Board, and which are not specifically covered by this Agreement.

If any provision of this Agreement is subsequently declared by the proper legislature or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 19 - SALARY SCHEDULE

19.1 Appendix References

Faculty members shall be compensated in accordance with the 10-month salary schedule set forth in Appendix B attached hereto. Promotions and salary step increases are granted only at the start of each academic year. However, events occur during a faculty member's employment that could cause the loss of a half year credit, e.g., mid-year hire date, half year parental leave, half year leave of absence. To avoid "split-step" salary levels and mid-year promotion concerns, we will adopt the following "first one forward, second one back" procedure. The first time a half year credit loss occurs, the faculty member will be granted credit for the full year. The second time such a half year credit loss occurs, this same faculty member will lose the full year of credit. This alternating pattern will continue for any future occurrences for this same faculty member. Example: A faculty member newly hired for the Spring semester, 2000 at D-2 would move to D-3 at the start of the Fall semester, 2000 ("first one forward"). This faculty member would be eligible for promotion in the Fall semester, 2003 (assuming all other requirements have been met). Suppose this faculty member moves to step C-5 at the start of the 2005-06 academic year, but takes a half year parental leave (either Fall or Spring semester). The faculty member would stay at the C-5 step for the 2006-07 academic year ("second one back"). As of the Fall semester, 1998, all faculty members presently on a split-step salary level will be advance one half step ("first one forward").

19.2 Overload and Supplemental Rates

As defined in Article 7.1, overload and supplemental shall be compensated at rates outlined in below table:

	2024-2025	2025-2026	2026-2027	2027-2028
Overload	52% of base ECH rate	51% of base ECH rate	51% of base ECH rate	50% of base ECH rate
Supplemental	74% of base ECH rate	73% of base ECH rate	72% of base ECH rate	71% of base ECH rate

Note: Beginning in 2026-2027, overload and supplemental rate tables will end at Step 30.

19.3 Placement on Salary Lanes

Faculty members employed hereafter shall be placed on the salary schedule by the Board at time of hire, subject to the following:

1. As used herein, "subject field" also includes an approved (by the Vice President or designee) are related to the subject field. An acceptable related subject field also shall include graduate courses, and in some cases undergraduate courses in curriculum, techniques and practices of effective teaching,

counseling, “librarying” (and courses which improve the effectiveness of the faculty member as an employee of the college, as determined by the appropriate vice president and with prior approval).

2. Lanes E1, E2, and E3 – Placement on the E schedules will be reserved for bargaining unit members who perform a supportive academic function, such as Advisor.
3. Lane D is reserved for qualified instructors. Additionally, for Career Programs, Associate or Certificate standing or equivalent as determined by the college, or other accomplishments deemed acceptable to the college in technical/commercial areas based on certificates/industrial-technical training, creation of programs, supervisory positions and similar situations covering areas in which normal collegiate recognition may not exist.
4. Lanes C, B and A – (See Appendix C)
5. Those faculty members in the E1, E2, and E3 Lanes qualified for positions in the D Lane or above shall be allowed to apply for the position and will be called for a phone interview.

19.4 Movement on Salary Schedule - Lanes A, B, C, D, E

See Appendix C.

19.5 Supplemental Pay for Summer

Supplemental pay for the summer session shall be paid in accordance with the salary schedule in effect during the preceding spring semester.

19.6 Substitute Pay

Faculty members who substitute at the request and approval of a dean shall be compensated at the rate of \$50 per hour. If faculty members substitute beyond two weeks and receive approval of the dean to do so, they shall be paid pro-rata on the overload formula of their salary. The dean may, at their discretion, refuse to permit a substitute to work beyond two (2) weeks if the substitute pay would be more than the pro-rata overload of the salary of the faculty member for whom the faculty member is substituting, or for any other reason.

If the Chief Human Resources Officer has knowledge that the absent faculty member will be absent longer than two weeks or through the end of the semester, the college will pay the substitute teacher pro-rata overload from the first day of subbing.

19.7 Extra Curricular Activities

If a faculty member is requested to supervise a college-sponsored extracurricular activity, the faculty member(s) shall be compensated per the following schedule (stipend, or equivalent in release time rounded up to the nearest integer):

Extracurricular Activities*	FY25 - FY28
Coordinator of Comp. Speech	\$8,910
Assistant Coordinator of Comp. Speech	\$5,650
Theater Coordinator	\$6,850
Director—One Act Play & Summer Activity**	\$1,890
Play Director**	\$3,600

* The faculty member has the option of selecting the ECH or stipend compensation formula, provided that, if the ECH method is selected, the ECH can be used as part of base load or overload. Each assignment is subject to the approval of the Board.

** Per activity

19.8 Special Services Coordinator

Compensation for special services coordination shall be at a rate mutually agreed upon by the division vice president, the faculty member, and the Faculty Association, and approved by the Board. The Faculty Association and the Chief Human Resources Officer will be sent a copy of the planned agreement for special services coordination prior to its implementation.

For Coordinator positions with 9 ECH release time, at least 1 ECH must be taken each semester (Fall, Spring, Summer) and a max of 6 ECH may be taken in a single semester. All release time must remain within the limits defined in articles 7.1, 8, and 9.

19.9 Department Chairs

Release time for department chairs can be taken any time during the fall, spring, and summer sessions. Release time taken during the fall and spring semesters is considered to be a part of the base load. However, no department chair can take any more than nine (9) ECH release time during the fall and spring semesters and no more than twelve (12) ECH release time in the summer.

Compensation for department chairs, as approved by the Board, will be in effect for the duration of this contract, subject to conditions in Article 1.15 and Appendix A.

19.10 College 101 Pay Rate

Faculty members who teach the College 101 course will be paid their overload rate effective with the Fall 2006 semester. Faculty members who teach College 101 will be allowed to teach one ECH beyond the maximum for each semester.

19.11 Independent Study

Faculty members who perform independent studies at the request and approval of a dean shall be compensated at the rate of \$100 per ECH per student within the supplemental limits as defined in article 7.1.

ARTICLE 20 - INSURANCE AND CREDIT UNION

20.1 Hospitalization/Medical Insurance

A group hospitalization/medical insurance program coverage as adopted by the Board of Trustees is available to full-time faculty and their dependents, including civil union partners, beginning on the first day of employment. Employee contributions shall be determined annually using the premiums charged to the College and deducted accordingly from each paycheck. In years the College’s healthcare costs are reduced, the premiums will remain flat. Beginning in 2025, employee contribution rates follow the below table:

	2025	2026	2027	2028
HSA Plus	Employee (2.0%) Employee +1 (2.5%) Family (3.0%)	Employee (2.0%) Employee +1 (2.5%) Family (3.0%)	Employee (2.0%) Employee +1 (2.5%) Family (3.0%)	Employee (2.5%) Employee +1 (3.0%) Family (3.5%)
HSA Basic	Employee (0%) Employee +1 (0%) Family (0%)	Employee (0%) Employee +1 (0%) Family (0%)	Employee (0%) Employee +1 (0%) Family (0%)	Employee (2%) Employee +1 (1.25%) Family (1.25%)
HMO	0% for all	0% for all	0% for all	0% for all

Employees hired January 1, 2016 and after have the option of enrolling in the HSA Basic or HMO plans only. Regardless of hire date, a \$20 per paycheck deduction shall be assessed to any employee who enrolls a spouse in the college’s health insurance program when the spouse has insurance available through their employer.

During the length of this agreement, all group health insurance plans and benefits will be provided through Blue Cross Blue Shield of Illinois, except for pharmacy benefits which may be provided through a third party administrator to be designated by the Community College Health Consortium.

The College shall offer an employee wellness program. The program will focus on activities that promote, maintain, and support the health and well-being of all employees. Each semester a Health & Wellness Committee of equal representation of Faculty Association, Support Staff Association, and administration will examine data relating to health care costs and wellness programming results.

A group dental and a group vision plan shall be offered to faculty members and their dependents, provided that faculty members pay the full cost of said plan through payroll deductions. The individual carriers for such plans shall be agreed upon by the Board and the Association

20.2 Life Insurance

A group term life insurance program as adopted by the Board of Trustees is provided at no cost to each full-time faculty member. The group term life insurance benefit shall be two (2) times the employee's base salary. Faculty members will have the right to purchase additional optional term life insurance at group rates.

20.3 Disability Insurance

A group long-term disability insurance program as adopted by the Board of Trustees is provided at no cost to each full-time faculty member. The group long term disability benefit shall provide a monthly benefit of 60% of the employee's base salary but not to exceed \$10,000 per month.

20.4 Credit Union

Faculty members who wish to participate in any credit union they are eligible for, such as the College and University Credit Union (CCCTU), shall be allowed to do so through direct deposit.

ARTICLE 21 - SEVERANCE PAY

A tenured faculty member who is terminated by the Board not for cause shall receive severance pay equal to 1 month's pay for each year of full-time service at the college up to a maximum of 10 months of severance pay. Severance pay shall not be paid to faculty members who voluntarily quit or who retire.

To qualify for severance pay, faculty members must mitigate their lost earnings by making a good-faith effort to seek comparable employment elsewhere. The amount of severance pay otherwise due shall be reduced by the total of the following amounts received for or during the first year following termination: (1) any unemployment compensation received; and (2) any earnings received from comparable employment.

ARTICLE 22 – POST RETIREMENT BENEFITS

22.1 Eligibility

Post-retirement benefits will be limited to full-time faculty members who:

1. have been employed as faculty by the College for at least fifteen (15) years on a full-time basis without a break in employment as a faculty member at MVCC and have been a member in good standing of the Faculty Association for all years of employment at MVCC. (A full-time service year is 8-12 months as defined by SURS for pension purposes.) Accumulated unused sick days as of the date of retirement will not count as service at MVCC; and
2. are able to retire according to SURS rules.

22.2 Benefits Accorded

Post-retirement benefits will consist of:

1. **Teaching After Retirement:** The retiree has the option of teaching available courses in their department/discipline. The retiree will be paid \$100 more per ECH than the highest board established adjunct rate. Retired faculty, when hired, will select courses before adjuncts except in summer. In all other ways, the retiree is subject to the same conditions of employment as other adjunct faculty, including the maximums on ECH. This benefit should not be construed to imply a guarantee of future employment. However, retirees, because they are covered in this contract, cannot be members of the adjunct faculty union.

2. **Tuition Waiver:** The retiree, the retiree's spouse, and dependent children under the age of twenty-six (26) and living in the retiree's household are eligible to enroll in college credit courses at MVCC with 100% of the tuition paid for by the Board (including any course fees), subject to the conditions listed in Article 12.1.

Also, a limited amount of slots will be available, based on seniority. Any unused slots in the first three years of the contract will be rolled to the following year's offer. The calculation used for the first two years of the contract is a one-time formula used for 2025 and 2026.

- 2025 – 10% of total FY 24 salary (capped at \$15,000) paid annually for four years (5 slots)
- 2026 – 10% of total FY 24 salary (capped at \$10,000) paid annually for four years (5 slots)
- 2027 – return to traditional \$5,000 per year for four years (4 slots)
- 2028 – return to traditional \$5,000 per year for four years (4 slots)

22.3 Application Process

All faculty who expect to retire during the period from Fall 2024 through Summer 2028, and who would like to receive post-retirement benefits, must apply in writing no later than 7/31/24 (this deadline is extended to Tuesday, **9/17/24** for this contract) to the Chief Human Resources Officer. The President of the Faculty Association and the faculty member's Dean should also be copied on this letter. In the application, each faculty member must include:

1. the anticipated last semester (Spring, Summer, Fall) and year as a full-time faculty member at Moraine Valley, and
2. a contact phone number and email where the faculty member can be reached during the 8/1/24 to 8/15/24 time period (extended to **9/18/24 to 10/2/24** for this contract).

By 9/8/24 (extended to **10/15/24** for this contract), the College will notify each faculty member who applied for post-retirement benefits as to whether the faculty member is eligible for said benefits.

Selection will be based solely on seniority at the College (ties in seniority will be resolved by the earliest application for employment at the College), with priority given to the faculty members with the most seniority. If more faculty members than the allotted number of slots, in accordance with the retirement schedule noted above, select a specific year, the least senior faculty members will be contacted by the Chief Human Resources Officer for possible alternative retirement dates. If a faculty member is not able to choose an alternative date at that time, the faculty member will be removed from the list of those eligible for this benefits program. This faculty member is eligible to again apply for benefits should someone rescind a retirement declaration during the life of this contract.

If post-retirement benefits become available, the Chief Human Resources Officer will notify eligible faculty members that they can apply for said benefits. Again, priority will be given to the faculty members with the most seniority. Applications must be made to the Chief Human Resources Officer with copies to the President of the Faculty Association and the faculty member's Dean. The College will notify each faculty member who applied as to the faculty member's status within one month from the initial notification of available post-retirement benefits.

Faculty Confirmation of Retirement: At least nine (9) months before the faculty member wishes to retire (at least 6 months before the faculty member wishes to retire for the first year of the contract, 2025), the faculty member will submit to the Chief Human Resources Officer and the appropriate Dean a letter with the official date of retirement.

Notes:

- At the date of termination of full-time employment, the faculty member must have filed for participation in the retirement program of the Illinois State Universities Retirement System.
- After having fulfilled all requirements for SURS, a retiring faculty member may donate up to fourteen (14) unused sick days to the Faculty Compassionate Leave Bank and any non-SURS eligible time of their remaining unused sick days to the Faculty Sick & Parental Leave Bank.

Faculty Rescission of Retirement: Nine (9) months before the faculty member wishes to retire, the faculty member may rescind their application for post-retirement benefits. Once the faculty member rescinds their application, said faculty member may not re-apply for post-retirement benefits during the life of the contract. If the faculty member fails to submit a retirement letter nine (9) months prior to their retirement date, the faculty member shall forfeit their post-retirement benefits.

ARTICLE 23 - IRS FLEXIBLE BENEFIT PLAN

The college will implement an IRS 125 Flexible Benefit Plan. This IRS Flexible Benefit Plan will begin as soon as practicable in 1995. The "125 Plan" will allow for pre-tax deductions by employees covered by this Agreement for the purpose of paying premium health insurance payments, and unreimbursed medical, dental, hearing, child care and vision expenses as per IRS limitations.

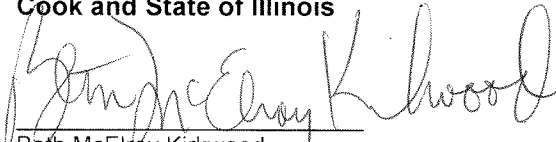
Faculty Agreement 2024-2028

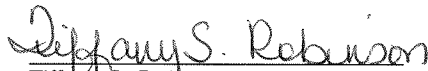
ARTICLE 24 - DURATION

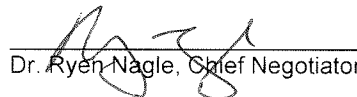
This Agreement shall be effective as of July 1, 2024, except as otherwise noted herein, and shall remain in full force and effect through June 30, 2028. Thereafter, it shall automatically renew itself from year to year unless, at least 60 days prior to the termination date or anniversary thereof, either party shall give written notice to amend, add to, or terminate this Agreement. In the event of such a notice, the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes a full and complete settlement of all outstanding issues between the Board and the Association.

**Board of Community College
District No. 524, County of
Cook and State of Illinois**

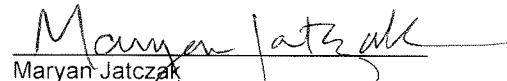

Beth McElroy Kirkwood
Chair, Board of Trustees


Tiffany S. Robinson
Secretary, Board of Trustees


Dr. Ryan Nagle, Chief Negotiator, Board/College

Moraine Valley Faculty Association


Michelle August
President, Faculty Association


Maryan Jatczak
Secretary, Faculty Association


Michelle August, Chief Negotiator, Faculty
Association

Appendix A

All teaching faculty department chairs receive 24 ECH release time per academic year, with up to 18 ECH release time as part of their base load and not to exceed 12 ECH in summer.

Base load for faculty for an academic year is 30 ECH. Department chair release time approximates up to 60% of the yearly base load of the department chair and represents the time spent on departmental duties.

Nonteaching department chairs will spend up to 60% of their yearly base load work time on department chair duties.

Beginning with the Spring 2025 chair application process, faculty members appointed to the department chair position will serve for a three-year term.

All department chairs will receive a stipend of \$9,740.

Teaching Department Chairs

Developmental Education
Social Sciences
Business
Communications/Literature/Language
Mathematics
Fine Arts/Humanities
Physical Science
Health Science
Public Service
Behavioral Science
Biological Science
Computer Information and Office Technology
Nursing
Mechanical Technologies
Computer Integrated Technologies

Nonteaching Department Chairs

Counseling and Advising
Library Services

APPENDIX B1 – FY25 SALARY SCHEDULE

E1	E2	E3	Step	D	C	B	A
\$44,397	\$49,067	\$53,730	1	\$55,284	\$60,860	\$66,845	\$74,174
\$45,485	\$50,269	\$55,046	2	\$56,638	\$62,351	\$68,483	\$75,991
\$46,276	\$51,144	\$56,004	3	\$57,624	\$63,437	\$69,676	\$77,315
\$47,080	\$52,035	\$56,979	4	\$58,626	\$64,543	\$70,890	\$78,662
\$47,899	\$52,941	\$57,971	5	\$59,646	\$65,666	\$72,124	\$80,032
\$48,733	\$53,862	\$58,981	6	\$60,686	\$66,812	\$73,382	\$81,429
\$49,581	\$54,801	\$60,008	7	\$61,742	\$67,976	\$74,660	\$82,848
\$50,443	\$55,754	\$61,052	8	\$62,816	\$69,160	\$75,962	\$84,294
\$51,195	\$56,587	\$61,965	9	\$63,755	\$70,192	\$77,095	\$85,553
\$51,958	\$57,431	\$62,892	10	\$64,705	\$71,243	\$78,248	\$86,832
\$52,734	\$58,286	\$63,830	11	\$65,672	\$72,305	\$79,415	\$88,129
\$53,521	\$59,155	\$64,780	12	\$66,653	\$73,385	\$80,604	\$89,448
\$54,320	\$60,038	\$65,750	13	\$67,647	\$74,480	\$81,809	\$90,785
\$55,127	\$60,937	\$66,733	14	\$68,657	\$75,548	\$83,034	\$92,142
\$55,954	\$61,843	\$67,729	15	\$69,681	\$76,676	\$84,271	\$93,519
\$56,789	\$62,769	\$68,741	16	\$70,721	\$77,821	\$85,529	\$94,919
\$57,633	\$63,703	\$69,765	17	\$71,778	\$78,982	\$86,808	\$96,339
\$58,495	\$64,654	\$70,809	18	\$72,851	\$80,167	\$88,108	\$97,778
\$59,372	\$65,618	\$71,864	19	\$73,942	\$81,360	\$89,425	\$99,239
\$60,257	\$66,597	\$72,942	20	\$75,045	\$82,574	\$90,759	\$100,726
\$61,357	\$67,826	\$74,290	21	\$76,439	\$84,126	\$92,472	\$102,633
\$62,478	\$69,077	\$75,672	22	\$77,862	\$85,700	\$94,213	\$104,582
\$63,517	\$70,249	\$76,976	23	\$79,211	\$87,204	\$95,891	\$106,466
\$64,579	\$71,444	\$78,305	24	\$80,584	\$88,738	\$97,600	\$108,384
\$65,573	\$72,577	\$79,581	25	\$81,905	\$90,227	\$99,270	\$110,273
\$66,586	\$73,734	\$80,882	26	\$83,254	\$91,744	\$100,965	\$112,207
\$67,623	\$74,912	\$82,204	27	\$84,635	\$93,293	\$102,709	\$114,173
\$68,614	\$76,060	\$83,500	28	\$85,953	\$94,790	\$104,400	\$116,094
\$69,622	\$77,224	\$84,819	29	\$87,299	\$96,312	\$106,117	\$118,053
\$70,654	\$78,409	\$86,160	30	\$88,670	\$97,869	\$107,869	\$120,052
\$72,726	\$80,331	\$87,931	31	\$90,839	\$100,376	\$110,743	\$123,373
\$74,829	\$82,253	\$89,680	32	\$93,016	\$102,875	\$113,614	\$126,681
\$77,379	\$84,176	\$90,984	33	\$95,185	\$105,385	\$116,481	\$130,007
\$78,994	\$86,107	\$93,217	34	\$97,359	\$107,888	\$119,349	\$133,319
\$80,652	\$88,086	\$95,512	35	\$99,595	\$110,471	\$122,315	\$136,748
\$83,660	\$90,934	\$98,217	36	\$103,074	\$114,285	\$126,455	\$141,224
\$86,668	\$93,778	\$100,884	37	\$106,556	\$118,092	\$130,598	\$145,686
\$89,680	\$96,644	\$103,598	38	\$110,034	\$121,906	\$134,747	\$150,340

**FY25
OVERLOAD**

E1	E2	E3	Step	D	C	B	A
770	850	931	1	958	1055	1159	1286
788	871	954	2	982	1081	1187	1317
802	886	971	3	999	1100	1208	1340
816	902	988	4	1016	1119	1229	1363
830	918	1005	5	1034	1138	1250	1387
845	934	1022	6	1052	1158	1272	1411
859	950	1040	7	1070	1178	1294	1436
874	966	1058	8	1089	1199	1317	1461
887	981	1074	9	1105	1217	1336	1483
901	995	1090	10	1122	1235	1356	1505
914	1010	1106	11	1138	1253	1377	1528
928	1025	1123	12	1155	1272	1397	1550
942	1041	1140	13	1173	1291	1418	1574
956	1056	1157	14	1190	1309	1439	1597
970	1072	1174	15	1208	1329	1461	1621
984	1088	1192	16	1226	1349	1483	1645
999	1104	1209	17	1244	1369	1505	1670
1014	1121	1227	18	1263	1390	1527	1695
1029	1137	1246	19	1282	1410	1550	1720
1044	1154	1264	20	1301	1431	1573	1746
1064	1176	1288	21	1325	1458	1603	1779
1083	1197	1312	22	1350	1485	1633	1813
1101	1218	1334	23	1373	1512	1662	1845
1119	1238	1357	24	1397	1538	1692	1879
1137	1258	1379	25	1420	1564	1721	1911
1154	1278	1402	26	1443	1590	1750	1945
1172	1298	1425	27	1467	1617	1780	1979
1189	1318	1447	28	1490	1643	1810	2012
1207	1339	1470	29	1513	1669	1839	2046
1225	1359	1493	30	1537	1696	1870	2081
1261	1392	1524	31	1575	1740	1920	2138
1297	1426	1554	32	1612	1783	1969	2196
1341	1459	1577	33	1650	1827	2019	2253
1369	1493	1616	34	1688	1870	2069	2311
1398	1527	1656	35	1726	1915	2120	2370
1450	1576	1702	36	1787	1981	2192	2448
1502	1625	1749	37	1847	2047	2264	2525
1554	1675	1796	38	1907	2113	2336	2606

**FY25
SUPPLEMENTAL**

E1	E2	E3	Step	D	C	B	A
1095	1210	1325	1	1364	1501	1649	1830
1122	1240	1358	2	1397	1538	1689	1874
1141	1262	1381	3	1421	1565	1719	1907
1161	1284	1405	4	1446	1592	1749	1940
1182	1306	1430	5	1471	1620	1779	1974
1202	1329	1455	6	1497	1648	1810	2009
1223	1352	1480	7	1523	1677	1842	2044
1244	1375	1506	8	1549	1706	1874	2079
1263	1396	1528	9	1573	1731	1902	2110
1282	1417	1551	10	1596	1757	1930	2142
1301	1438	1574	11	1620	1784	1959	2174
1320	1459	1598	12	1644	1810	1988	2206
1340	1481	1622	13	1669	1837	2018	2239
1360	1503	1646	14	1694	1864	2048	2273
1380	1525	1671	15	1719	1891	2079	2307
1401	1548	1696	16	1744	1920	2110	2341
1422	1571	1721	17	1771	1948	2141	2376
1443	1595	1747	18	1797	1977	2173	2412
1465	1619	1773	19	1824	2007	2206	2448
1486	1643	1799	20	1851	2037	2239	2485
1513	1673	1832	21	1885	2075	2281	2532
1541	1704	1867	22	1921	2114	2324	2580
1567	1733	1899	23	1954	2151	2365	2626
1593	1762	1932	24	1988	2189	2407	2673
1617	1790	1963	25	2020	2226	2449	2720
1642	1819	1995	26	2054	2263	2490	2768
1668	1848	2028	27	2088	2301	2533	2816
1692	1876	2060	28	2120	2338	2575	2864
1717	1905	2092	29	2153	2376	2618	2912
1743	1934	2125	30	2187	2414	2661	2961
1794	1981	2169	31	2241	2476	2732	3043
1846	2029	2212	32	2294	2538	2802	3125
1909	2076	2244	33	2348	2599	2873	3207
1949	2124	2299	34	2402	2661	2944	3289
1989	2173	2356	35	2457	2725	3017	3373
2064	2243	2423	36	2542	2819	3119	3484
2138	2313	2488	37	2628	2913	3221	3594
2212	2384	2555	38	2714	3007	3324	3708

APPENDIX B2 – FY26 SALARY SCHEDULE

E1	E2	E3	Step	D	C	B	A
\$45,751	\$50,533	\$55,308	1	\$56,899	\$62,608	\$68,736	\$76,241
\$46,872	\$51,771	\$56,663	2	\$58,293	\$64,142	\$70,420	\$78,109
\$48,014	\$53,032	\$58,043	3	\$59,713	\$65,706	\$72,139	\$80,015
\$48,844	\$53,950	\$59,048	4	\$60,748	\$66,845	\$73,390	\$81,403
\$49,687	\$54,885	\$60,071	5	\$61,799	\$68,006	\$74,664	\$82,816
\$50,546	\$55,835	\$61,112	6	\$62,869	\$69,184	\$75,958	\$84,254
\$51,421	\$56,801	\$62,171	7	\$63,960	\$70,386	\$77,278	\$85,719
\$52,310	\$57,786	\$63,248	8	\$65,067	\$71,607	\$78,618	\$87,208
\$53,215	\$58,786	\$64,344	9	\$66,194	\$72,849	\$79,984	\$88,724
\$54,004	\$59,660	\$65,301	10	\$67,179	\$73,931	\$81,173	\$90,045
\$54,804	\$60,545	\$66,274	11	\$68,176	\$75,034	\$82,382	\$91,387
\$55,618	\$61,442	\$67,258	12	\$69,190	\$76,148	\$83,606	\$92,747
\$56,444	\$62,354	\$68,254	13	\$70,219	\$77,281	\$84,854	\$94,131
\$57,282	\$63,280	\$69,272	14	\$71,262	\$78,430	\$86,118	\$95,533
\$58,128	\$64,223	\$70,303	15	\$72,321	\$79,550	\$87,403	\$96,957
\$58,996	\$65,173	\$71,348	16	\$73,395	\$80,733	\$88,700	\$98,401
\$59,872	\$66,145	\$72,409	17	\$74,486	\$81,934	\$90,020	\$99,870
\$60,757	\$67,124	\$73,483	18	\$75,595	\$83,152	\$91,362	\$101,360
\$61,661	\$68,122	\$74,579	19	\$76,721	\$84,395	\$92,725	\$102,869
\$62,581	\$69,133	\$75,685	20	\$77,865	\$85,647	\$94,107	\$104,402
\$63,510	\$70,160	\$76,816	21	\$79,022	\$86,920	\$95,506	\$105,962
\$64,663	\$71,449	\$78,230	22	\$80,485	\$88,548	\$97,303	\$107,962
\$65,839	\$72,762	\$79,680	23	\$81,977	\$90,199	\$99,129	\$110,007
\$66,929	\$73,991	\$81,048	24	\$83,392	\$91,777	\$100,890	\$111,983
\$68,043	\$75,245	\$82,442	25	\$84,833	\$93,386	\$102,682	\$113,995
\$69,086	\$76,433	\$83,780	26	\$86,218	\$94,948	\$104,434	\$115,976
\$70,149	\$77,647	\$85,145	27	\$87,633	\$96,539	\$106,212	\$118,005
\$71,237	\$78,883	\$86,532	28	\$89,082	\$98,164	\$108,042	\$120,067
\$72,276	\$80,087	\$87,892	29	\$90,465	\$99,735	\$109,816	\$122,083
\$73,333	\$81,308	\$89,275	30	\$91,877	\$101,331	\$111,617	\$124,138
\$74,416	\$82,551	\$90,682	31	\$93,315	\$102,965	\$113,455	\$126,235
\$76,590	\$84,567	\$92,540	32	\$95,590	\$105,594	\$116,469	\$129,718
\$78,796	\$86,583	\$94,374	33	\$97,874	\$108,216	\$119,481	\$133,188
\$81,471	\$88,601	\$95,742	34	\$100,149	\$110,849	\$122,489	\$136,677
\$83,165	\$90,626	\$98,085	35	\$102,430	\$113,475	\$125,497	\$140,152
\$84,904	\$92,702	\$100,492	36	\$104,775	\$116,184	\$128,608	\$143,749
\$88,059	\$95,690	\$103,330	37	\$108,425	\$120,185	\$132,951	\$148,444
\$91,215	\$98,673	\$106,127	38	\$112,077	\$124,179	\$137,297	\$153,125
\$94,374	\$101,680	\$108,974	39	\$115,726	\$128,179	\$141,650	\$158,007

**FY26
OVERLOAD**

E1	E2	E3	Step	D	C	B	A
778	859	940	1	967	1064	1169	1296
797	880	963	2	991	1090	1197	1328
816	902	987	3	1015	1117	1226	1360
830	917	1004	4	1033	1136	1248	1384
845	933	1021	5	1051	1156	1269	1408
859	949	1039	6	1069	1176	1291	1432
874	966	1057	7	1087	1197	1314	1457
889	982	1075	8	1106	1217	1337	1483
905	999	1094	9	1125	1238	1360	1508
918	1014	1110	10	1142	1257	1380	1531
932	1029	1127	11	1159	1276	1400	1554
946	1045	1143	12	1176	1295	1421	1577
960	1060	1160	13	1194	1314	1443	1600
974	1076	1178	14	1211	1333	1464	1624
988	1092	1195	15	1229	1352	1486	1648
1003	1108	1213	16	1248	1372	1508	1673
1018	1124	1231	17	1266	1393	1530	1698
1033	1141	1249	18	1285	1414	1553	1723
1048	1158	1268	19	1304	1435	1576	1749
1064	1175	1287	20	1324	1456	1600	1775
1080	1193	1306	21	1343	1478	1624	1801
1099	1215	1330	22	1368	1505	1654	1835
1119	1237	1355	23	1394	1533	1685	1870
1138	1258	1378	24	1418	1560	1715	1904
1157	1279	1402	25	1442	1588	1746	1938
1174	1299	1424	26	1466	1614	1775	1972
1193	1320	1447	27	1490	1641	1806	2006
1211	1341	1471	28	1514	1669	1837	2041
1229	1361	1494	29	1538	1695	1867	2075
1247	1382	1518	30	1562	1723	1897	2110
1265	1403	1542	31	1586	1750	1929	2146
1302	1438	1573	32	1625	1795	1980	2205
1340	1472	1604	33	1664	1840	2031	2264
1385	1506	1628	34	1703	1884	2082	2324
1414	1541	1667	35	1741	1929	2133	2383
1443	1576	1708	36	1781	1975	2186	2444
1497	1627	1757	37	1843	2043	2260	2524
1551	1677	1804	38	1905	2111	2334	2603
1604	1729	1853	39	1967	2179	2408	2686

**FY26
SUPPLEMENTAL**

E1	E2	E3	Step	D	C	B	A
1113	1230	1346	1	1385	1523	1673	1855
1141	1260	1379	2	1418	1561	1714	1901
1168	1290	1412	3	1453	1599	1755	1947
1189	1313	1437	4	1478	1627	1786	1981
1209	1336	1462	5	1504	1655	1817	2015
1230	1359	1487	6	1530	1683	1848	2050
1251	1382	1513	7	1556	1713	1880	2086
1273	1406	1539	8	1583	1742	1913	2122
1295	1430	1566	9	1611	1773	1946	2159
1314	1452	1589	10	1635	1799	1975	2191
1334	1473	1613	11	1659	1826	2005	2224
1353	1495	1637	12	1684	1853	2034	2257
1373	1517	1661	13	1709	1881	2065	2291
1394	1540	1686	14	1734	1908	2096	2325
1414	1563	1711	15	1760	1936	2127	2359
1436	1586	1736	16	1786	1965	2158	2394
1457	1610	1762	17	1812	1994	2190	2430
1478	1633	1788	18	1839	2023	2223	2466
1500	1658	1815	19	1867	2054	2256	2503
1523	1682	1842	20	1895	2084	2290	2540
1545	1707	1869	21	1923	2115	2324	2578
1573	1739	1904	22	1958	2155	2368	2627
1602	1771	1939	23	1995	2195	2412	2677
1629	1800	1972	24	2029	2233	2455	2725
1656	1831	2006	25	2064	2272	2499	2774
1681	1860	2039	26	2098	2310	2541	2822
1707	1889	2072	27	2132	2349	2584	2871
1733	1919	2106	28	2168	2389	2629	2922
1759	1949	2139	29	2201	2427	2672	2971
1784	1978	2172	30	2236	2466	2716	3021
1811	2009	2207	31	2271	2505	2761	3072
1864	2058	2252	32	2326	2569	2834	3156
1917	2107	2296	33	2382	2633	2907	3241
1982	2156	2330	34	2437	2697	2981	3326
2024	2205	2387	35	2492	2761	3054	3410
2066	2256	2445	36	2550	2827	3129	3498
2143	2328	2514	37	2638	2925	3235	3612
2220	2401	2582	38	2727	3022	3341	3726
2296	2474	2652	39	2816	3119	3447	3845

APPENDIX B3 – FY27 SALARY SCHEDULE

E1	E2	E3	Step	D	C	B	A
\$47,214	\$52,108	\$56,995	1	\$58,623	\$64,466	\$70,737	\$78,419
\$48,347	\$53,359	\$58,363	2	\$60,030	\$66,013	\$72,435	\$80,301
\$49,522	\$54,656	\$59,783	3	\$61,491	\$67,621	\$74,200	\$82,258
\$50,719	\$55,978	\$61,229	4	\$62,979	\$69,260	\$76,002	\$84,256
\$51,589	\$56,940	\$62,282	5	\$64,064	\$70,454	\$77,313	\$85,710
\$52,472	\$57,919	\$63,354	6	\$65,165	\$71,670	\$78,648	\$87,191
\$53,372	\$58,915	\$64,445	7	\$66,287	\$72,905	\$80,004	\$88,698
\$54,289	\$59,927	\$65,555	8	\$67,430	\$74,165	\$81,387	\$90,234
\$55,221	\$60,960	\$66,684	9	\$68,590	\$75,444	\$82,792	\$91,794
\$56,169	\$62,008	\$67,833	10	\$69,771	\$76,746	\$84,223	\$93,383
\$56,996	\$62,924	\$68,835	11	\$70,804	\$77,880	\$85,469	\$94,767
\$57,835	\$63,851	\$69,855	12	\$71,848	\$79,036	\$86,736	\$96,174
\$58,688	\$64,791	\$70,886	13	\$72,911	\$80,203	\$88,019	\$97,599
\$59,553	\$65,747	\$71,930	14	\$73,990	\$81,390	\$89,327	\$99,049
\$60,432	\$66,717	\$72,997	15	\$75,083	\$82,595	\$90,652	\$100,519
\$61,318	\$67,706	\$74,078	16	\$76,192	\$83,768	\$91,998	\$102,011
\$62,228	\$68,701	\$75,173	17	\$77,318	\$85,008	\$93,358	\$103,524
\$63,146	\$69,720	\$76,285	18	\$78,461	\$86,267	\$94,741	\$105,064
\$64,073	\$70,746	\$77,410	19	\$79,624	\$87,543	\$96,147	\$106,625
\$65,021	\$71,792	\$78,559	20	\$80,804	\$88,846	\$97,576	\$108,207
\$65,985	\$72,851	\$79,718	21	\$82,003	\$90,158	\$99,024	\$109,813
\$66,958	\$73,928	\$80,903	22	\$83,215	\$91,492	\$100,490	\$111,448
\$68,167	\$75,279	\$82,385	23	\$84,748	\$93,198	\$102,374	\$113,544
\$69,399	\$76,655	\$83,905	24	\$86,312	\$94,929	\$104,287	\$115,687
\$70,542	\$77,943	\$85,338	25	\$87,795	\$96,582	\$106,133	\$117,758
\$71,709	\$79,257	\$86,799	26	\$89,305	\$98,269	\$108,011	\$119,867
\$72,802	\$80,502	\$88,201	27	\$90,756	\$99,906	\$109,847	\$121,943
\$73,916	\$81,774	\$89,632	28	\$92,239	\$101,573	\$111,710	\$124,069
\$75,056	\$83,069	\$91,086	29	\$93,758	\$103,276	\$113,628	\$126,230
\$76,145	\$84,331	\$92,511	30	\$95,207	\$104,922	\$115,487	\$128,343
\$77,253	\$85,611	\$93,960	31	\$96,687	\$106,595	\$117,375	\$130,497
\$78,388	\$86,913	\$95,435	32	\$98,194	\$108,307	\$119,301	\$132,694
\$80,666	\$89,026	\$97,382	33	\$100,578	\$111,063	\$122,460	\$136,344
\$82,978	\$91,139	\$99,304	34	\$102,972	\$113,810	\$125,616	\$139,981
\$85,782	\$93,254	\$100,738	35	\$105,356	\$116,570	\$128,768	\$143,637
\$87,557	\$95,376	\$103,193	36	\$107,747	\$119,322	\$131,921	\$147,279
\$89,379	\$97,552	\$105,716	37	\$110,204	\$122,161	\$135,181	\$151,049
\$92,686	\$100,683	\$108,690	38	\$114,029	\$126,354	\$139,733	\$155,969
\$95,993	\$103,809	\$111,621	39	\$117,857	\$130,540	\$144,287	\$160,875
\$99,304	\$106,961	\$114,605	40	\$121,681	\$134,732	\$148,849	\$165,991

**FY27
OVERLOAD**

E1	E2	E3	Step	D	C	B	A
803	886	969	1	997	1096	1203	1333
822	907	992	2	1021	1122	1231	1365
842	929	1016	3	1045	1150	1261	1398
862	952	1041	4	1071	1177	1292	1432
877	968	1059	5	1089	1198	1314	1457
892	985	1077	6	1108	1218	1337	1482
907	1002	1096	7	1127	1239	1360	1508
923	1019	1114	8	1146	1261	1384	1534
939	1036	1134	9	1166	1283	1407	1560
955	1054	1153	10	1186	1305	1432	1588
969	1070	1170	11	1204	1324	1453	1611
983	1085	1188	12	1221	1344	1475	1635
998	1101	1205	13	1239	1363	1496	1659
1012	1118	1223	14	1258	1384	1519	1684
1027	1134	1241	15	1276	1404	1541	1709
1042	1151	1259	16	1295	1424	1564	1734
1058	1168	1278	17	1314	1445	1587	1760
1073	1185	1297	18	1334	1467	1611	1786
1089	1203	1316	19	1354	1488	1634	1813
1105	1220	1336	20	1374	1510	1659	1840
1122	1238	1355	21	1394	1533	1683	1867
1138	1257	1375	22	1415	1555	1708	1895
1159	1280	1401	23	1441	1584	1740	1930
1180	1303	1426	24	1467	1614	1773	1967
1199	1325	1451	25	1493	1642	1804	2002
1219	1347	1476	26	1518	1671	1836	2038
1238	1369	1499	27	1543	1698	1867	2073
1257	1390	1524	28	1568	1727	1899	2109
1276	1412	1548	29	1594	1756	1932	2146
1294	1434	1573	30	1619	1784	1963	2182

**FY27
SUPPLEMENTAL**

E1	E2	E3	Step	D	C	B	A
1133	1251	1368	1	1407	1547	1698	1882
1160	1281	1401	2	1441	1584	1738	1927
1189	1312	1435	3	1476	1623	1781	1974
1217	1343	1469	4	1511	1662	1824	2022
1238	1367	1495	5	1538	1691	1856	2057
1259	1390	1520	6	1564	1720	1888	2093
1281	1414	1547	7	1591	1750	1920	2129
1303	1438	1573	8	1618	1780	1953	2166
1325	1463	1600	9	1646	1811	1987	2203
1348	1488	1628	10	1675	1842	2021	2241
1368	1510	1652	11	1699	1869	2051	2274
1388	1532	1677	12	1724	1897	2082	2308
1409	1555	1701	13	1750	1925	2112	2342
1429	1578	1726	14	1776	1953	2144	2377
1450	1601	1752	15	1802	1982	2176	2412
1472	1625	1778	16	1829	2010	2208	2448
1493	1649	1804	17	1856	2040	2241	2485
1516	1673	1831	18	1883	2070	2274	2522
1538	1698	1858	19	1911	2101	2308	2559
1561	1723	1885	20	1939	2132	2342	2597
1584	1748	1913	21	1968	2164	2377	2636
1607	1774	1942	22	1997	2196	2412	2675
1636	1807	1977	23	2034	2237	2457	2725
1666	1840	2014	24	2071	2278	2503	2776
1693	1871	2048	25	2107	2318	2547	2826
1721	1902	2083	26	2143	2358	2592	2877
1747	1932	2117	27	2178	2398	2636	2927
1774	1963	2151	28	2214	2438	2681	2978
1801	1994	2186	29	2250	2479	2727	3030
1827	2024	2220	30	2285	2518	2772	3080

APPENDIX B4 – FY28 SALARY SCHEDULE

E1	E2	E3	Step	D	C	B	A
\$48,689	\$53,695	\$58,695	1	\$60,360	\$66,337	\$72,752	\$80,611
\$49,833	\$54,957	\$60,074	2	\$61,778	\$67,896	\$74,462	\$82,505
\$51,019	\$56,267	\$61,506	3	\$63,251	\$69,516	\$76,239	\$84,475
\$52,250	\$57,625	\$62,993	4	\$64,781	\$71,199	\$78,087	\$86,524
\$53,503	\$59,009	\$64,507	5	\$66,339	\$72,915	\$79,974	\$88,616
\$54,414	\$60,016	\$65,609	6	\$67,475	\$74,165	\$81,347	\$90,138
\$55,338	\$61,041	\$66,732	7	\$68,628	\$75,438	\$82,744	\$91,689
\$56,280	\$62,084	\$67,874	8	\$69,802	\$76,732	\$84,164	\$93,267
\$57,241	\$63,144	\$69,036	9	\$70,999	\$78,051	\$85,612	\$94,875
\$58,216	\$64,225	\$70,218	10	\$72,214	\$79,390	\$87,083	\$96,508
\$59,209	\$65,322	\$71,421	11	\$73,450	\$80,753	\$88,581	\$98,172
\$60,075	\$66,281	\$72,470	12	\$74,532	\$81,940	\$89,886	\$99,621
\$60,953	\$67,252	\$73,538	13	\$75,625	\$83,151	\$91,213	\$101,094
\$61,846	\$68,236	\$74,618	14	\$76,738	\$84,373	\$92,556	\$102,586
\$62,752	\$69,237	\$75,711	15	\$77,868	\$85,615	\$93,925	\$104,104
\$63,672	\$70,253	\$76,828	16	\$79,012	\$86,877	\$95,313	\$105,643
\$64,600	\$71,288	\$77,960	17	\$80,173	\$88,105	\$96,722	\$107,206
\$65,553	\$72,330	\$79,106	18	\$81,352	\$89,403	\$98,146	\$108,790
\$66,514	\$73,397	\$80,270	19	\$82,549	\$90,722	\$99,594	\$110,402
\$67,484	\$74,471	\$81,448	20	\$83,766	\$92,058	\$101,066	\$112,036
\$68,477	\$75,566	\$82,651	21	\$85,002	\$93,422	\$102,562	\$113,693
\$69,486	\$76,675	\$83,865	22	\$86,257	\$94,795	\$104,078	\$115,374
\$70,505	\$77,803	\$85,105	23	\$87,526	\$96,192	\$105,613	\$117,086
\$71,771	\$79,217	\$86,657	24	\$89,131	\$97,978	\$107,586	\$119,281
\$73,061	\$80,658	\$88,249	25	\$90,769	\$99,791	\$109,588	\$121,524
\$74,257	\$82,006	\$89,749	26	\$92,321	\$101,521	\$111,521	\$123,693
\$75,479	\$83,382	\$91,279	27	\$93,902	\$103,288	\$113,488	\$125,901
\$76,624	\$84,686	\$92,746	28	\$95,422	\$105,002	\$115,410	\$128,074
\$77,790	\$86,017	\$94,245	29	\$96,974	\$106,747	\$117,360	\$130,300
\$78,984	\$87,373	\$95,767	30	\$98,565	\$108,530	\$119,369	\$132,563
\$80,124	\$88,695	\$97,259	31	\$100,082	\$110,253	\$121,315	\$134,775
\$81,284	\$90,035	\$98,776	32	\$101,631	\$112,005	\$123,292	\$137,030
\$82,472	\$91,398	\$100,320	33	\$103,209	\$113,797	\$125,308	\$139,331
\$84,857	\$93,610	\$102,359	34	\$105,705	\$116,683	\$128,616	\$143,152
\$87,278	\$95,823	\$104,371	35	\$108,212	\$119,559	\$131,920	\$146,960
\$90,214	\$98,037	\$105,873	36	\$110,708	\$122,449	\$135,220	\$150,788
\$92,072	\$100,259	\$108,443	37	\$113,211	\$125,330	\$138,521	\$154,601
\$93,980	\$102,537	\$111,085	38	\$115,784	\$128,303	\$141,935	\$158,548
\$97,442	\$105,815	\$114,198	39	\$119,788	\$132,693	\$146,700	\$163,700
\$100,905	\$109,088	\$117,267	40	\$123,796	\$137,075	\$151,468	\$168,836
\$104,371	\$112,388	\$120,391	41	\$127,800	\$141,464	\$156,245	\$174,193

**FY28
OVERLOAD**

E1	E2	E3	Step	D	C	B	A
811	895	978	1	1006	1106	1213	1344
831	916	1001	2	1030	1132	1241	1375
850	938	1025	3	1054	1159	1271	1408
871	960	1050	4	1080	1187	1301	1442
892	983	1075	5	1106	1215	1333	1477
907	1000	1093	6	1125	1236	1356	1502
922	1017	1112	7	1144	1257	1379	1528
938	1035	1131	8	1163	1279	1403	1554
954	1052	1151	9	1183	1301	1427	1581
970	1070	1170	10	1204	1323	1451	1608
987	1089	1190	11	1224	1346	1476	1636
1001	1105	1208	12	1242	1366	1498	1660
1016	1121	1226	13	1260	1386	1520	1685
1031	1137	1244	14	1279	1406	1543	1710
1046	1154	1262	15	1298	1427	1565	1735
1061	1171	1280	16	1317	1448	1589	1761
1077	1188	1299	17	1336	1468	1612	1787
1093	1206	1318	18	1356	1490	1636	1813
1109	1223	1338	19	1376	1512	1660	1840
1125	1241	1357	20	1396	1534	1684	1867
1141	1259	1378	21	1417	1557	1709	1895
1158	1278	1398	22	1438	1580	1735	1923
1175	1297	1418	23	1459	1603	1760	1951
1196	1320	1444	24	1486	1633	1793	1988
1218	1344	1471	25	1513	1663	1826	2025
1238	1367	1496	26	1539	1692	1859	2062
1258	1390	1521	27	1565	1721	1891	2098
1277	1411	1546	28	1590	1750	1924	2135
1297	1434	1571	29	1616	1779	1956	2172
1316	1456	1596	30	1643	1809	1989	2209

**FY28
SUPPLEMENTAL**

E1	E2	E3	Step	D	C	B	A
1152	1271	1389	1	1429	1570	1722	1908
1179	1301	1422	2	1462	1607	1762	1953
1207	1332	1456	3	1497	1645	1804	1999
1237	1364	1491	4	1533	1685	1848	2048
1266	1397	1527	5	1570	1726	1893	2097
1288	1420	1553	6	1597	1755	1925	2133
1310	1445	1579	7	1624	1785	1958	2170
1332	1469	1606	8	1652	1816	1992	2207
1355	1494	1634	9	1680	1847	2026	2245
1378	1520	1662	10	1709	1879	2061	2284
1401	1546	1690	11	1738	1911	2096	2323
1422	1569	1715	12	1764	1939	2127	2358
1443	1592	1740	13	1790	1968	2159	2393
1464	1615	1766	14	1816	1997	2190	2428
1485	1639	1792	15	1843	2026	2223	2464
1507	1663	1818	16	1870	2056	2256	2500
1529	1687	1845	17	1897	2085	2289	2537
1551	1712	1872	18	1925	2116	2323	2575
1574	1737	1900	19	1954	2147	2357	2613
1597	1762	1928	20	1982	2179	2392	2652
1621	1788	1956	21	2012	2211	2427	2691
1645	1815	1985	22	2041	2243	2463	2731
1669	1841	2014	23	2071	2277	2500	2771
1699	1875	2051	24	2109	2319	2546	2823
1729	1909	2089	25	2148	2362	2594	2876
1757	1941	2124	26	2185	2403	2639	2927
1786	1973	2160	27	2222	2444	2686	2980
1813	2004	2195	28	2258	2485	2731	3031
1841	2036	2230	29	2295	2526	2778	3084
1869	2068	2266	30	2333	2569	2825	3137

Appendix C

Movement on Salary Schedule

Promotion – Lanes A, B, C, D

Vertical movement shall occur at the rate of one (1) step per year. Advancement to a higher lane (horizontal movement) shall occur subject to the following:

1. The faculty member must have met the requirements set forth in Table 1 or Table 2 below as appropriate for their program or department. These tables define the following requirements for advancement:
 - a. Total course work in subject, related, or other fields
 - i. PGUs may be applied for promotion following the provisions defined in Article 12.5
 - ii. Up to 9 credit hours of undergraduate course (including courses at MVCC) may be applied for promotion
 - b. Total years of professional experience (teaching and/or technical).
2. A faculty member must receive tenure to be eligible for advancement.
3. A faculty member may advance no more than one lane at a time.
4. A faculty member must remain in each for at least four (4) years and meet the following requirements before being eligible for further lane advancement:
 - a. complete at least four (4) years of service at the college to move to C lane
 - b. complete at least eight (8) years of service at the college to move to B lane
 - c. complete at least twelve (12) years of service at the college to move to A lane
5. A faculty member who otherwise qualifies for horizontal movement shall, as a condition for advancement in any academic year, file with the appropriate Dean and Vice President of Academic Affairs written evidence satisfactory to the Board of fulfillment of all training and experience requirements by November 1 of the academic year for which advancement is sought.
6. Horizontal movement, when it occurs, shall take place as follows: on the salary schedule for the year prior to the year of movement, for purposes of computation only, the faculty member shall be moved to the lane on the same step, minus one vertical step up; the new lane and step thus determined shall be the faculty member's lane and step on the salary schedule for the year of movement, as in the following example: Assume a faculty member at C-6 on 2002-03 schedule becomes eligible for movement to Lane B for 2003-04. Movement is to the same step in the next higher lane on Appendix B (i.e., to B-6), plus one step back (to B-5), and then over to the same step (B-5) on the 2003-04 salary schedule.
7. For graduate degrees exceeding hours past 36, those credits earned past 36 hours may be counted toward promotions. Terminal degrees totaling 60 or more credits such as the MFA or JD, will be treated as PhDs are treated in Table 1 and Table 2.

Promotion - E1, E2, and E3 Lanes

Vertical movement shall occur at the rate of one (1) step per year. Advancement to a higher lane (horizontal movement) shall occur subject to the following:

1. The faculty member must have met the requirements set forth in Table 3 to which movement is sought.
2. A faculty member may advance no more than one lane at a time.
3. After advancement to a lane, a faculty member must remain in that lane for four (4) years before being eligible for further lane advancement.

4. A faculty member in E1 must receive tenure and complete four (4) years of service at the college to be eligible for advancement to move to E2.
5. A faculty member in E2 must receive tenure and complete eight (8) years of service at the college to be eligible for advancement to move to E3.
6. An advisor who has been in Lane E2 for four (4) years and has earned a master’s degree may be advanced to Lane D. The faculty member will follow Table 1 for further advancement as if that faculty member was hired as a new faculty member in the D Lane. The faculty member will retain tenure.
7. A faculty member moving from E2 into the D Lane shall, as a condition for advancement in any academic year, file with the appropriate Dean and Vice President written evidence satisfactory to the Board of fulfillment of all training and experience requirements by November 1 of the academic year in which advancement is sought.
8. Movement from E2 into the D Lane, when it occurs, shall take place as follows: on the salary schedule from the year prior to the year of movement, for purposes of computation only, the faculty member shall be moved to the lane on the same step, minus one vertical step up. The new lane and step thus determined shall be the faculty member’s lane and step on the salary schedule for the year of movement similar to the process outlined in Promotion - Lanes A, B, C, D above.

**TABLE 1
Librarians, counselors, developmental education & transfer faculty**

A LANE			
01.	DEGREE	D	M
02.	CREDIT HOURS	0	60
	a) Subject field		36-60
	b) Related		0-24
	c) Other		0-12
03.	PROF EXPER. Years	12	15
	a) Teaching	7-12	7-15
	b) Technical	0-5	0-8
B LANE			
01.	DEGREE	D	M
02.	CREDIT HOURS	0	30
	a) Subject field		15-30
	b) Related		0-15
	c) Other		0-8
03.	PROF. EXPER. YEARS	8	9
	a) Teaching	4-8	4-9
	b) Technical	0-4	0-5
C LANE			
01.	DEGREE	D	M
02.	CREDIT HOURS	0	15
	a) Subject field		0-15
	b) Related		0-6
	c) Other		0
03.	PROF. EXPER. YEARS	0	4
	a) Teaching		2-4
	b) Technical		0-2
D LANE			
01.	DEGREE		M
02.	CREDIT HOURS		0
03.	PROF. EXPER. YEARS		0
	a) Teaching		
	b) Technical		

Table 2
Career faculty for AAS degrees and certificate programs

A LANE					
01. DEGREE	D	M	M		
02. CREDIT HOURS	0	60	30		
a) Subject field		36-60	15-30		
b) Related		0-24	0-15		
c) Other		0-12	0-10		
03. PROF EXPER. Years	12	15	20		
a) Teaching	7-12	7-15	10-20		
b) Technical	0-5	0-8	0-10		
B LANE					
01. DEGREE	D	M	M	B	C/A*
02. CREDIT HOURS	0	30	15	15	64
a) Subject field		15-30	0-15	0-15	
b) Related		0-15	0-6	0-15	
c) Other		0-7	0-3	0-3	
03. PROF. EXPER. YEARS	8	9	13	16	16
a) Teaching	4-8	4-9	5-13	5-16	5-16
b) Technical	0-4	0-5	0-8	0-11	0-11
C LANE					
01. DEGREE	D		M	B	C/A*
02. CREDIT HOURS	0		15	0	0
a) Subject field			0-15		
b) Related			0-6		
c) Other					
03. PROF. EXPER. YEARS	0		5	10	10
a) Teaching			0-5	5-10	5-10
b) Technical			0-5	0-5	0-5
D LANE					
01. DEGREE			M	B	C/A*
02. CREDIT HOURS			0	0	0
03. PROF. EXPER. YEARS			0	5	5
a) Teaching				0-5	0-5
b) Technical				0-5	0-5

*C/A = Certificate and/or Associate's Degree

Table 3
Advisors and Assistant Instructors

E3 LANE			
01. DEGREE	M	B	
02. CREDIT HOURS	0	24	
03. PROF EXPER. Years	8	12	
a) Teaching	0-8	0-12	
b) Technical	0-8	0-12	
E2 LANE			
01. DEGREE	M	B	AA
02. CREDIT HOURS	0	0	60
03. PROF. EXPER. YEARS	0	4	12
a) Teaching		0-4	4-12
b) Technical		0-4	0-8
E1 LANE			
01. DEGREE		B	AA
02. CREDIT HOURS		0	0
03. PROF. EXPER. YEARS		0	4
a) Teaching		0	0-4
b) Technical		0	0-4

Note: The requirement of an AA degree includes such credentials as AA, AS, AAS, RN, LTA, or similar credentials appropriate to the position.

(The rest of the notes are applicable to Table 1 and Table 2)

Notes: In applying these tables, Article 19.3 of the contract must be complied with as well. Master's Degree must be in subject field or equivalent.

Initial lane placement upon hiring is determined by the college. At the time of hiring, professional experience of three types will be recognized: (1) teaching at the college level, (2) teaching at other than the college level, and (3) technical experience that is related to the responsibilities of the position held (previous positions at MVCC performing job-related functions qualify for technical experience). The college will determine, at the time of hire, how these three types of professional experience are recognized for initial lane placement. However, for the purposes of promotion, these three types of professional experience will be credited on a one-for-one basis.

Sabbaticals and unpaid leaves may qualify as technical experience provided they are directly related to the teaching field, and prior approval is given by the administration for such experience.

Faculty cannot qualify for credit under technical experience during any period of time in which they are employed as full-time faculty members at MVCC.

Appendix D

Faculty Responsibilities

1. Schedule Assignments

Each faculty whose duties consist primarily of teaching shall schedule sufficient time through office hours or otherwise as directed by the Dean to counsel students adequately and to be available for conferences. Faculty members must hold four (4) office hours per week during the fall/spring semesters. No daily office hour assignment shall be less than one hour in length and shall be scheduled at reasonable hours to accommodate students. Up to two regular office hours per week may be virtually hosted for students on a web conference platform. Each faculty member whose primary responsibility is teaching will file a copy of their class schedule, office hours, and locations with their supervisor before the end of the first week of each semester or term and at any other time as the circumstances may dictate. The filed schedule must demonstrate a minimum three-day per week presence on campus, throughout the Fall and Spring terms, through a combination of teaching assignments and office hours. For all other faculty members scheduling shall be as directed by their immediate supervisors. All schedules shall be subject to the approval of the Dean or other appropriate supervisor. A copy of the schedule will be posted by the faculty member outside their office in appropriate college-approved holders after the approval of the supervisor. When necessity demands a variation from the posted schedule, the faculty member will notify their supervisor.
2. Dismissal of Classes

A faculty member must inform and receive permission from the appropriate supervisor when they do not meet a class during its scheduled meeting time for any reason except those reasons covered in 11.11 of the Agreement and in cases of emergencies. However, in cases of emergency, the faculty member shall make reasonable effort to notify their supervisor. A faculty member who is excused from meeting the scheduled class as a group because of individualized instruction approach or independent study or another mode of instruction must nevertheless be present on the campus the time those classes have been scheduled, except as approved by the Dean.
3. Absences

A faculty member who cannot meet their classes or other assigned responsibilities because of illness or any other reason must inform the faculty member's supervisor as soon as possible. Faculty members will attend all institutional staff meetings, divisional meetings, subdivisonal meetings, appropriate task meetings, and institutional and divisional committee meetings to which they are assigned. If a faculty member is unable to attend a meeting because of illness conflict of meeting dates, or for any other reason, the faculty member shall inform their supervisor as soon as possible prior to the meeting. The monthly institutional calendar shall constitute sufficient notice of scheduled meetings. Faculty members shall be notified individually of scheduled meetings that they are expected to attend which are not found on the monthly institutional calendar.
4. Tardiness and Early Dismissal of Classes

Faculty members should be with their classes before the classes are scheduled to begin, and dismiss classes within reasonable limits based upon scheduled times.
5. Changing Class Schedules

Master scheduling of classes at MVCC is coordinated by the Academic Affairs and Support System's Office through the cooperation of other divisions. Faculty members should not change class locations or meeting times without consulting and receiving the consent of the Dean in the faculty member's area.
6. Changing Student Schedules

Changes in student schedules are limited to those made by the Office of Admissions and Records. Faculty members shall not permit students to change classes unofficially.
7. Standards and Student Assistance
 - A. A faculty member shall maintain professional standards as may be established by the administration.
 - B. Meet classes until the scheduled end of the semester or term including the final exam week schedule unless approved by the Dean.
 - C. Prepare and file required course outlines and/or syllabi as required by the supervisor.
 - D. Prepare and teach courses in accordance with their official description and in accordance with the published class schedule.
 - E. As required by the college, maintain attendance and academic records of students enrolled in the faculty member's classes and submit required reports on dates specified.
 - F. Within parameters outline in Article 3, participate in college and departmental assessment activities. These activities include, but are not limited to, common learning outcomes, program learning outcomes, ICCB program reviews, and as otherwise outlined by relevant external program accreditation/approval processes.

8. Additional Responsibilities

Each member of the college faculty will have the following additional responsibilities:

- A. To assume reasonable responsibility for the care and prompt return of college materials and equipment.
- B. To assume reasonable responsibility for the orderliness and tidiness of the faculty member's office so it can meet current standards as determined by the faculty member's supervisor or, if necessary, as determined by the Insurance Company or Fire Code.
- C. To refrain from disparaging the college or its personnel in public subject to Article 3 of the Agreement.
- D. To operate within the framework of college policies and to follow published procedures.
- E. During the period of full-time service to the college not to engage in a regular business or to be regularly employed for remuneration by other agencies if said activity interferes with college duties in accordance with Board Policy #7000 (a.).
- F. To refrain from working under the influence of alcoholic beverages or keeping them on college premises or illegally possessing or working under the influence of drugs. When the legal use of drugs might affect the faculty member's work performance, the faculty member is obligated to notify their supervisor of such use.
- G. To refrain from verbal attacks using abusive or obscene language upon students or college employees. (This does not preclude the discussion of obscenity in the analysis of language, literature, or human behavior.)
- H. To refrain from duplicating or allowing unauthorized personnel use of college keys.
- I. To refrain from falsifying records used or relied upon by the college.
- J. To refrain from violating those statutes prohibiting weapons, assaulting, or attempting to assault any employee or student of the college.

9. Tutoring

A faculty member is not allowed to accept payment for tutoring students enrolled at MVCC without the approval of the Vice President of Academic Affairs.

10. Insubordination

A faculty member may be disciplined (including dismissal) upon refusal to comply with instructions of their supervisor or of any other appropriate college supervisor that may have authority over that division.

11. Violation

Violation of the responsibilities set forth herein may result in disciplinary action ranging from a letter of warning up to discharge depending upon the seriousness of the incident and the extent of prior offenses. Any faculty member who feels that any such discipline is unwarranted may grieve through Article 10 of the Collective Bargaining Agreement.

These responsibilities in no way alter the responsibilities contained within the official Board policies and the Agreement between the Board of Community College District No. 524, and the Moraine Valley Faculty Association.

Appendix E

Intellectual Property Rights

The Association and the college believe that the public and the college's interests are best served by creating an intellectual environment whereby creative efforts and innovations can be encouraged and rewarded, while still retaining for the college and its learning communities reasonable access to, and use of, the intellectual property for whose creation the college has provided assistance.

The college supports the development, production, and dissemination of intellectual property by its faculty members. The college encourages intellectual property owners to carefully manage their copyrights.

Definition

When used in this agreement, the term "Copyright" shall be understood to mean that bundle of rights that protect original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. "Works of authorship" include, but are not limited to the following: literary works, musical works, including any accompanying words; dramatic works, including any accompanying music; computer programs and file; pantomimes and choreographic works; pictorial, graphic, and sculptural works (photographs, prints, diagrams, models, and technical drawings); motion pictures and other audiovisual works; sound recordings; and architectural works. "Tangible media" include, but are not limited to, books, periodicals, manuscripts, phonorecords, films, tapes, and disks.

Ownership

In accordance with traditional academic practice as well as the college's past practice, intellectual property created, made, or originated by a faculty member shall be the sole and exclusive property of the faculty, author, or inventor, except as they may voluntarily choose to transfer such property, in full, or in part.

The college shall own copyright only in the following 5 circumstances:

- I. The college expressly directs a faculty member to create a specified work, or the work is created as a specific requirement of employment or as an employment agreement. Faculty goals or other responsibilities established as part of the non-tenured or tenured evaluation process are not necessarily a specific requirement or assigned duty for the purposes of this paragraph.
- II. The faculty author received release time or a stipend from the college in support for creating the work.
- III. In cases of extraordinary compensation to the faculty member by the college in support of creating the work, ownership rights should be agreed to in writing and in advance of the work's creation.
- IV. The faculty author has voluntarily transferred the copyright, in whole or in part to the institution. Such transfer shall be in the form of a written document signed by the faculty author.
- V. The college has contributed to a "joint work" under the Copyright Act. The institution can exercise joint ownership under this clause when it has contributed specialized services and facilities to the production of the work that goes beyond what is traditionally provided to faculty members generally in the preparation of their course materials. Such arrangement is to be agreed to in writing, in advance, and in full conformance with other provisions of this agreement.

If the work is created as a part of a grant or contract funding through an outside agency, terms of the grant shall prevail.

Use

Material created for ordinary teaching use, such as syllabi, assignments, class notes, presentations, web pages, computer programs, and tests, shall remain the property of the faculty author, but the college shall be permitted to use such material for the college's instructional, educational, and administrative purposes, including satisfying requests of accreditation agencies for faculty-authored syllabi and course descriptions. This is a non-exclusive, non-transferable, royalty-free right to use the material. The faculty author maintains the right to review and update the work to guard against obsolescence. Faculty authors shall be permitted to use works they have created for professional development such as in publication, presentations, or workshops regardless of copyright ownership.

In an agreement transferring copyright for works to a publisher, faculty authors are urged to seek to provide rights for the institution to use such works for internal instructional educational, and administrative purposes.

Distribution of Any Funds Generated

Funds received by the faculty member from the sale of intellectual property owned by the faculty author or inventor shall be allocated and expended as determined solely by the faculty author or inventor.

Funds received by the college from the sale of intellectual property owned by the college shall be allocated and expended as determined solely by the college.

Funds received by the faculty member and the college from the sale of intellectual property owned jointly by the faculty member and the college shall be allocated and expended as determined by individually negotiated agreements.

In the event of multiple creators, the creators will determine the allocation of their individual shares when the work is first undertaken.

Appendix F

Fitness & Recreation Center (FitRec) Membership

PROGRAM

- Employees purchase a FitRec membership.
- Employees must use the FitRec 34 times during any semi-annual period (January to June or July to December in any calendar year).
- If an employee uses the FitRec at least 34 times during a semi-annual period, that employee would be eligible for a free employee membership during the immediately following semi-annual period.
- If an employee continues to use the FitRec 34 times during each semi-annual period, the employee membership fees would be waived during the immediately following semi-annual period.

NOTES

- The Wellness Incentive Program is open to benefit eligible employees only.
- Only the cost of employee membership would be waived. Employees with family memberships are responsible for the remaining cost.
- The number 34 was determined based on the following:
 - 17 weeks (semester length)
 - x 2 times/week (usage - number of times most corporate wellness programs use as a minimum)
 - 34 times per semi-annual period
- The FitRec will track usage and verify the wellness incentive for the immediately following semi- annual period.
- Employees must choose payroll deduction in order to qualify for the wellness incentive program.
- Employees must participate in an annual biometric screening in order to qualify for the wellness incentive program.

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