

# **AGREEMENT**

**Between**

**The Metropolitan Alliance of Police,  
Morton College Police, Chapter #654  
and**

**The Board of Community College District 527**

**July 1, 2016 through June 30, 2021**

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**PREAMBLE**

**THIS AGREEMENT** covering compensation, hours, fringe benefits, and working conditions is entered into by and between the Board of Community College District 527, County of Cook and State of Illinois, hereinafter referred to as the ("Board") and the "Metropolitan Alliance of Police, Morton College Police Chapter #654 " representing Morton College Campus Police Employees, hereinafter referred to as the ("Union"), as the exclusive collective bargaining agent to the bargaining unit as defined in Article I, Recognition.

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

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

**NOW, THEREFORE**, the parties agree as follows:

**ARTICLE I  
RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours and all other terms and conditions of employment for all employees in the bargaining unit as follows:

All Full Time and Part Time Campus Police Officers, and all Full Time and Part Time Radio Operator/Dispatchers.

Excluded from the bargaining unit are Supervisors, Managers, Chiefs and Directors and all other employees in accordance with the Illinois Educational Labor Relations Board Case Number 93-RC-007-C.

**ARTICLE II  
MANAGEMENT RIGHTS**

**SECTION 2.1 – BOARD POWERS**

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

- A. To maintain Executive Management and Administrative control of the College District and its properties and facilities and the activities of its employees, including bargaining unit employees, as related to the conduct of College Affairs. 2
- B. To hire all employees and, subject to the provisions of law and this Agreement, to determine their qualifications and the conditions of their continued employment, discipline, dismissal, demotion for just cause and layoff consistent with the provisions of

Article XIX, Layoff, of this Agreement, and to promote, assign, and transfer all such employees.

C. To direct and control the work of its employees, establish reasonable work rules and regulations, determine the time and hours of operation, when overtime shall be worked and determine the levels of service to be provided and the methods and means of providing those services. If the Board decides to contract out the services covered by this Agreement, the Board shall provide the effected employees ninety (90) days' notice of its intent to outsource prior to outsourcing and otherwise adhere to the applicable Federal and State Laws regarding outsourcing.

D. To establish, change, combine or abolish job classifications and the job content of any classification consistent with this Agreement.

E. To establish educational policies, goals, and objectives based upon the College's mission; to insure the rights and educational opportunities of the students, to determine staffing patterns and to determine the number and kinds of personnel required in order to maintain the efficiency of the College operations.

F. To build, move or modify facilities, establish budget procedures and determine budgetary allocations, determine the methods of raising revenue, and take action on any matter in the event of an emergency.

G. To delegate authority through recognized Administrative channels, recognizing that the Board normally exercises most of its powers, rights, authorities, duties and responsibilities through the President and Members of the Administrative Staff.

H. To negotiate agreement by the parties that all customary and usual rights, powers, functions, authority, and responsibilities possessed by Management are vested in the Board and Administration, and they shall continue to exclusively exercise such rights, powers, functions, authority and responsibilities during the period of this Agreement, and thus to take whatever actions may be necessary or appropriate to carry out the mission of the College in the sole discretion of the Board. Such action by the Board shall not be conducted in an arbitrary or capricious manner (provided that only rules, regulations, orders and policies that are mandatory subjects of bargaining will be subject to Article 10 Grievance Procedure and Arbitration).

I. To enforce the policies contained in the Morton College Police Department Directives Manual.

## **SECTION 2.2 – BOARD RESPONSIBILITIES**

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

No action, statement, agreement, settlement, or representation made by either party shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the parties have mutually agreed thereto in writing. Nothing contained herein shall limit the parties' rights to settle grievances in accordance with Article X, Grievance Procedure.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and other authority under the Illinois Community College Act and rules which have derived from it, or any other National, State, County, District, or Local Laws and Regulations as they pertain to Education.

**ARTICLE III  
UNION SECURITY, DUES DEDUCTION AND REMITTANCE**

**SECTION 3.1 – UNION SECURITY**

- A. Any employee covered by this Agreement who is a dues paying member of the designated Union shall tender to the Union those dues and fees uniformly required of Union members in good standing, for the life of this Agreement
- B. The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the ten (10) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer, and its Elected Officials, Administrators, Agents, and Employees, harmless against any and all claims, demands, suits or other forms of liability, including damages, attorneys' fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with all Paragraphs of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.
- C. The Employer shall provide to the Union twice (2) a year upon request from the Union the name, address, classification, rate of salary and starting date of the employees in the bargaining unit (Hudson List).
- E. Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Educational Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members, nor inconsistent with any other applicable law or decision of a court with competent jurisdiction.



### **SECTION 3.2 – ACTIVITY REPORT**

The Employer shall provide to the Union, on a yearly basis, a unit activity report of current active bargaining unit members that will list retirements, resignations, discharges, terminations, leaves of absence, suspensions, reinstatements, re-appointments, transfers (change of departments and change of payroll), appointments (which also includes promotions and demotions), and deaths. Upon reasonable request made by the Union, the Employer will provide to the union the current month's unit activity report.

### **SECTION 3.3 - DISTRIBUTION OF UNION MATERIAL**

The Union may distribute Union literature on College property, provided there is no interference with College operations. No one shall be allowed to distribute Union materials in a manner which disrupts employees during the performance of their duties or students during their pursuit of educational or athletic endeavors and such procedures shall require the pre-approval of the Vice President of the College, or selected designee. The material so distributed shall not be of an inflammatory, derogatory, accusatory or of a partisan political nature.

### **SECTION 3.4 – DELEGATES**

Any employee(s) chosen as Delegates to attend a Metropolitan Alliance of Police Seminar or meeting shall be allowed use of available time off options to attend any such seminars or meetings.

## **ARTICLE IV NON-INTERRUPTION OF WORK SECTION**

### **SECTION 4.1 - INTERRUPTION PROHIBITED**

Neither the Union nor any employee of the bargaining unit shall engage in or in any way instigate, promote, sponsor, encourage, sanction or condone any strike, slowdown, picketing, boycott or concerted slowdown or stoppage of work or any other intentional interruption which affects the amount or quality of work or the operations of the College. Such actions shall specifically include compliance with requests of any labor organization, or chapter thereof, to engage in such activities.

### **SECTION 4.2 – NO PICKETING**

Neither the Union nor any employee covered by this Agreement shall relative to employment related matters, picket the College or the homes of the Trustees of the Board or Administrators or Administrators of the College nor shall they in any other way prevent free access to College facilities. "Information Only" literature may be distributed as long as the Union and/or employee(s) are "off campus" of the College and the employee(s) are on their own time.

### **SECTION 4.3 - UNION COOPERATION**

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

The Board, including, but not limited to, suspension, demotion, discharge or such other discipline as the Board may deem justified, may discipline any employee covered by this Agreement who violates the provisions of this Article IV.

Only the issue of whether the employee engaged in such prohibited activity shall be subject to the provisions of the Grievance Procedure set forth in this Agreement.

#### **SECTION 4.4 – UNION VIOLATION OF NO STRIKE AGREEMENT**

The Union shall be considered to be in violation of this Article IV if it has called, sanctioned, instigated, sponsored, encouraged, condoned, promoted, supported, participated in, approved, or in some way ratified such action. The Union will also be deemed to have violated this Article if it has failed to attempt to bring such work stoppages and actions by its covered members to an end after having been requested by the Board to do so.

### **ARTICLE V NON-DISCRIMINATION**

Neither the Board nor the Union shall discriminate against any employee on the basis of sex, sexual orientation, race, color, national origin, ancestry, citizenship status, marital status, military status, parental status, age, religion, physical or mental disability (actual or perceived and unrelated to ability to perform the job), or Union activity, or any other class protected by applicable law, in violation of applicable laws.

The Board, in its employment practices, will continually seek to employ and promote the best qualified individuals while endorsing the principles of equal employment and opportunity and will fulfill all of its obligations under Federal and State Laws regarding Equal Employment Opportunity.

The Board and the Union also agree not to interfere with the right of any employee covered by this Agreement to become or to refrain from becoming a Member of the Union.

The Board and the Union agree that there shall be no discrimination by either party against any employee of the College arising from membership or non-membership in the Union. 6

### **ARTICLE VI MANAGEMENT-LABOR MEETINGS**

#### **SECTION 6.1 – MANAGEMENT-LABOR MEETINGS**

The Board and the Union mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union Representatives and Authorized Representatives of the Board. Such meetings may be requested at least seven (7) calendar days in advance, or less if necessary, by either party by placing in writing a request to the other for a “Management-Labor Meeting” and expressly providing the agenda for such a meeting. Such meetings and locations shall be limited to:

- A. Discussion on the implementation and general administration of this Agreement.

- B. A sharing of general information of interest to the parties.
- C. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Board, which may affect employees of the bargaining unit.

**SECTION 6.2 – ATTENDANCE AT MANAGEMENT-LABOR MEETINGS**

Attendance at Management-Labor Meetings shall be mandatory for both the Board and the Union. Attendance at such a meeting shall not interfere with required duty time, and attendance, if during duty time, is permitted only upon reasonable notice to and prior approval of the employees' Supervisor. Supervisors shall approve attendance subject to emergency and manpower needs of the Department. Employees attending a Management-Labor Meeting while on duty shall suffer no loss in pay during approved attendance. Employees attending a Management-Labor Meeting while off duty shall not be paid for his/her time at the meeting. Employees attending such meetings shall be limited to three (3).

**SECTION 6.3 – MEETINGS EXCLUSIVE OF GRIEVANCE PROCESS**

It is expressly understood and agreed that such meetings shall be exclusive of the Grievance Procedure. Grievances being processed under the Grievance Procedure shall not be considered at "Management-Labor Meeting," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

**ARTICLE VII  
BILL OF RIGHTS**

**SECTION 7.1 – UNION REPRESENTATION**

At any meeting between the Employer and an employee in which the employee may be disciplined, including disciplinary investigations, where discipline is to be discussed, or when an employee reasonably believes he may be disciplined a Union representative shall be present.

**SECTION 7.2 – PERSONAL ASSETS**

No employee shall be required or requested to disclose any item of his/her property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his/her family or household) unless such information is necessary in an internal investigation with regards to the employee's assets and/or allegation of theft or bribery.

**SECTION 7.3 – RELEASE OF INFORMATION**

No photograph or personal information of a current bargaining unit member will be disclosed by the Board to the media or general public at any time during the term of this Agreement, unless the employee approves of such disclosure in writing in advance of its release. Such approved disclosures will include the address of the College and telephone number of the College and in no event shall include the employee's home address or home telephone number.

**SECTION 7.4 – NOTIFICATION OF COMPLAINT**

All employees who have been identified as the subject of a registered complaint will be notified in writing within ten (10) work days, except if the matter involves an investigation where surveillance or

confidentiality is necessary to complete the investigation, in which event the employee shall be notified within ten (10) work days after the surveillance is completed, or where confidentiality is necessary to complete the investigation, within ten (10) work days after the investigation is completed. This Section shall not apply to any order of a Federal or state court, grand jury or prosecutor, where the matter involved is under criminal investigation and the Employer is directed not to reveal the complaint or investigation.

#### **SECTION 7.5 – CONDUCT OF DISCIPLINARY INVESTIGATION**

The Law Enforcement Officers Bill of Rights Act shall apply only to an inquiry that may lead to disciplinary action against an employee of the Campus Police Office and shall be incorporated herein by reference.

Whenever an employee covered by this Agreement is the subject of a disciplinary investigation, other than summary punishing in the District, the interrogation will be conducted in the following manner:

- A. The interrogation of the employee, other than in the initial stage of the investigation shall be scheduled at a reasonable time.
- B. The interrogation, depending upon the allegation, will take place at Morton College.
- C. Prior to an interrogation, the employee under investigation shall be informed of the person in charge of the investigation, the interrogator and the identity of all persons present during the interrogation. When a formal statement is being taken, all questions directed to the employee under interrogation shall be asked by and through one interrogator.
- D. All investigations will begin within thirty (30) days of the complaint, unless the Employer cannot do so for cause.
- E. Immediately prior to the interrogation of an employee under investigation, the employee shall be informed of the nature of the complaint in writing.
- F. The length of interrogation sessions will be reasonable, with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.
- G. An employee under interrogation shall not be threatened with transfer, dismissal or disciplinary action or promised a reward as an inducement to provide information relating to the incident under investigation or for exercising any rights contained herein, provided an employee may be disciplined, including discharged, for failure to answer questions or otherwise cooperate with the Employer's investigation.
- H. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.
- I. The results of any polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of

the examination. The results of any polygraph examination shall be known to the employee within one week of the Employer's receipt of the results of the polygraph test.

#### **SECTION 7.6 – UNION SITE VISIT & INVESTIGATIONS**

Authorized representatives of the Union shall be permitted entry to the premises of the Employer at any reasonable time for purpose of handling grievances, observing conditions under which employees are working and to administer this Agreement consistent with current practices. The Union will not abuse this right, and such right of entry shall at all times be conducted in a manner so as not to interfere with the Employer's normal operations. The Union shall be responsible for keeping the Employer continuously informed, in writing, of the names of the Union's authorized representatives. The Employer may change or set rules of access, provided any change in current practice shall be reasonable and subject to the grievance procedure.

#### **SECTION 7.7 – BULLETIN BOARDS**

The Union shall have the right of access to a bulletin board at locations where they can be conveniently seen and read by affected employees. The Union shall have the right to post notices concerning Union business on bulletin boards. The Union shall not post anything defamatory against the Board.

#### **SECTION 7.8 – UNION MEETINGS**

The Union shall have suitable space on the Employer's premises for monthly Union meetings at a convenient work location, provided that such meetings shall not interfere with service to the public or the performance of any duties and shall be subject to reasonable rules of the Employer for the use of its facilities.

#### **SECTION 7.9 – GRIEVANCE PROCESSING**

Reasonable time while on duty shall be permitted Union representatives including stewards, if selected, for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of 9 grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay. Stewards shall not unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisor in advance of their intention to handle or process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

#### **SECTION 7.10 – NEGOTIATING TEAM**

Employees designated as being on the Union's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay.

#### **SECTION 7.11 – LABOR- MANAGEMENT COMMITTEE**

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, the head of the department or his/her designee shall meet quarterly with the union representatives. Less or more frequent meetings may occur by mutual agreement of the parties. Requests for more frequent meetings shall not be reasonably

denied. Meetings shall be scheduled a time, place and date mutually agreed upon with due regard for the efficient operation of the Employer's business. The parties may discuss any subject of mutual concern, except for grievances and changes in this Agreement. Each party shall prepare and submit an agenda to the other one week prior to the scheduled meeting.

#### **SECTION 7.12 – TIMES OFF FOR UNION ACTIVITIES**

At the Union's request, Stewards and/or Union Representatives shall be allowed time off without pay for legitimate Union business, such as Union meetings, committee and/or board meetings, training sessions or conferences. Nothing shall prevent an employee from using any accumulated time to cover such absences.

Requests for such time off shall be granted upon reasonable notice, unless an employee's absence would interfere with the operating needs of the Employer, provided that, such requests shall not be unreasonable denied.

#### **SECTION 7.13 – INSPECTION OF PERSONNEL RECORDS**

The Board agrees to abide by the "Access to Personnel Records Act" 820 ILCS 40/1.

#### **SECTION 7.14 - DISTRIBUTION OF UNION MATERIAL**

The Union may distribute Union literature on College property, provided there is no interference with College operations. No one shall be allowed to distribute Union materials in a manner which disrupts employees during the performance of their duties or students during their pursuit of educational or athletic endeavors and such procedures shall require the pre-approval of the Vice President of the College, or selected designee. The material so distributed shall not be of an inflammatory, derogatory, accusatory or of a partisan political nature.

### **ARTICLE VIII SUBSTANCE TESTING**

#### **SECTION 8. 1 – GENERAL POLICY REGARDING DRUGS AND ALCOHOL**

The use of illegal drugs and the abuse of legal drugs and alcohol by Board employees present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve them obey the law and be fit and free from the effects of drug and alcohol abuse.

#### **SECTION 8. 2 – DEFINITIONS**

A. "Drugs" shall mean any controlled substance listed in the Illinois Compiled Statutes, 70 570/101 et seq Substances Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination.

Some drugs covered by this policy include:

Opium	Methaqualone	Psilocybin-Psilocyn
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

B. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and /or dispensed, or the abuse of a legally prescribed drug which results in Impairment while on duty.

C. "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his duties due to the effects of a drug or alcohol in his body. When an employee tests positive for drugs or alcohol, impairment is presumed.

### **SECTION 8.3 – PROHIBITIONS**

Employees shall be prohibited from:

- A. Consuming or possessing alcohol or illegal drugs at any time during the workday on Board premises or job sites, including all of the Board's buildings, properties, vehicles and the employee's personal vehicle while engaged in Board business.
- B. Using, selling, or delivering any illegal drug during the workday or when off duty.
- C. Being under the influence of alcohol or prohibited drugs during the course of the workday.
- D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking. Violations of these prohibitions shall result in disciplinary action up to and including discharge.

### **SECTION 8. 4 – THE ADMINISTRATION OF TESTS**

#### **A. Informing Employees Regarding Drug Testing**

All current employees will be given a copy of the drug and alcohol testing policy upon execution of the Agreement between the parties. All newly hired employees will be provided with a copy at the start of their employment.

#### **B. Pre-Employment Screening**

Nothing in this policy shall limit or prohibit the Board from requiring applicants for bargaining unit positions to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

## **C. When A Test May Be Compelled**

The employer shall have the right to require an Employee to submit to alcohol and/or drug testing: 1) where the Employer has reasonable suspicion to believe that an Employee is then under the influence of illegal drugs or alcohol during the course of the work day, 2) randomly (in the case of Campus Police Officers), 3) in the case of an accident, 4) where the Officer is involved in an on duty shooting, 5) prior to a return to duty after an Employee has undergone alcohol and/or drug rehabilitation treatment, 6) as a follow up once an Employee has returned to duty after alcohol and/or drug rehabilitation treatment, 7) anytime the Officer discharges his/her firearm, and 8) when there is an officer-involved shooting. In addition the Employer has the right to require alcohol and/or drug testing as part of its pre-employment screening of applicants.

### **1. Reasonable Suspicion Testing**

Where there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty, that employee may be required to report for drug/alcohol testing when a supervisor or management employee has reasonable suspicion to believe that an employee is impaired due to being under the influence, that supervisor or manager shall confirm that suspicion prior to any order to submit to drug/alcohol testing. In the absence of the other supervisor or manager, confirmation of reasonable suspicion shall be made by the on-duty supervisor in the Police Department. At the time the employee is ordered to submit to testing, the Board shall notify the Union representative on duty and if none is on duty, the Board shall make a reasonable effort: to contact an off-duty Union representative. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

A. It is understood that a drug or alcohol test may be required under the following conditions:

1. When an employee has been arrested or indicted for conduct involving illegal drug-related activity on or off duty;
2. When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
3. When an employee is involved in an on-duty motor vehicle accident where there is reasonable suspicion of illegal drug use or alcohol abuse.
4. Where an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of on duty drug or alcohol abuse.

The above examples do not provide an exclusive list of circumstances which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard.

B. Reasonable Suspicion Standard: Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is impaired by alcohol or controlled substances.



C. Reasonable suspicion will be based upon the following:

1. Observable phenomena. Such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances;
2. Information provided by an identifiable third party which is independently corroborated.
3. Any accidental discharge of a weapon during working hours or on the Board premises or job sites will be cause for reasonable suspicion.

## **2. Random Testing**

### **A. Frequency and Selection**

1. The random selection of employees Campus Police to be tested shall be based on a computer generated listing which shall ensure that there are no "safe periods" for any employee Campus Police. Each workday shall present every employee Campus Police with a substantially equal statistical chance of being required to submit to the random testing program, regardless of samples previously submitted.
2. The number of random tests to be performed in any year shall be determined by the Vice President of Administrative Services or his/her representative and will ensure the testing of fifty (50) percent of the employees Campus Police who are in the common selection pool.
3. The collection of specimens for random testing shall be evenly distributed 13 throughout the year. The number of specimens collected weekly, monthly or quarterly shall remain relatively constant.
4. Random testing shall be conducted on different days of the week throughout the annual cycle to prevent employees Campus Police from anticipating patterns in collection schedules.
5. The computerized random selection listing shall be generated from the common selection pool of all employees Campus Police using a confidential identification number uniquely assigned to each individual employee Campus Police. The association with and identification of the employee's Campus Police name shall be known only to the Vice President of Administrative Services and his/her representative until such time as the daily selection for testing list is prepared for notification.
6. The process will be unannounced as well as random. Employees Campus Police will be notified that they have been selected for testing after they have reported for duty on the day of collection.

7. An employee Campus Police shall not be required to submit to random testing more than three (3) separate times in one calendar year.

#### **B. Procedure**

1. Upon notification that an employee Campus Police has been selected for random testing, the employee Campus Police shall be required to report immediately to the Random Drug and Alcohol Testing Location, and no later than one (1) hour from notification.

2. Upon arrival at the Random Drug and Alcohol testing location, the employee Campus Police will identify him/herself by use of the photo identification card and present the original Random Drug and Alcohol Testing Notification Form.

3. Upon completion of the specimen collection process, the employee Campus Police will, if his/her shift is not completed, immediately return to duty status.

### **3. Accident Testing**

A. Incident Required: The Employee(s) involved in an on duty vehicular accident (i.e., the driver(s)) must submit to drug and/or alcohol testing when the vehicle the Employee is driving is operating and is in motion at the time of the accident and the resulting vehicular damages to any vehicle are \$1,5000.00 or more.

B. Timing of the Test: The Employee(s) involved (i.e., the driver(s)) must submit to drug and/or alcohol testing within two (2) hours of the accident.

C. Available for Testing: The Employee who fails to remain readily available for post accident testing or leaves the scene of an accident without a valid reason or permission by the Investigating Officer will be deemed to have refused to submit to testing.

D. Transportation to Collection Site: The College shall transport or arrange transportation for the Employee to be tested to the collection site and, after testing, to such Employee's home or work.

E. Following Collection: After submitting to the drug and/or alcohol testing, the Employee may return to work at the discretion of the Director of Human Resources.

#### **4. Testing After an On-Duty Shooting**

The Employer may require an Officer involved in an on-duty shooting to submit to alcohol and/or drug testing following such a shooting. Testing will be mandatory following a shooting involving a fatality.

A. Timing of the Test: The Officers involved must submit to drug and/or alcohol testing within two (2) hours of the on-duty shooting.

B. Available for Testing: The Employee who fails to remain readily available for an on duty shooting without a valid reason or permission by the Investigating Officer will be deemed to have refused to submit to testing.

C. Transportation to Collection Site: The Investigating Officer shall transport or arrange transportation for the Officer to be tested to the collection site and, after testing, to such Officer's home or work.

D. Following Collection: After submitting to the drug and/or alcohol testing, the Officer may return to work pending the results of the drug test.

#### **5. Return to Duty Testing**

Any Employee who has completed drug or alcohol rehabilitation treatment will be required to submit to and pass drug and/or alcohol testing prior to returning to duty.

#### **6. Follow-Up Testing**

Once allowed to return to duty subsequent to drug or alcohol rehabilitation treatment, an Employee will be subject to unannounced follow-up testing for at least twelve (12) months, with up to ten (10) tests being administered during that period.

#### **7. Discharge of Firearm Testing**

The College may require an Officer to submit to alcohol and/or drug testing anytime that the Officer discharges his/her weapon.

#### **8. Officer Involved Shooting**

Testing shall comply with the Police and Community Relations Improvement Act, 50 ILCS 727/1-25, as it may be amended from time to time.

#### **D. Order to Submit to Testing**

At the time an employee is ordered to submit to testing authorized by this Agreement, the Board shall provide the employee with the reasons for the order. A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided in a 15 reasonable time period following the order. The employee shall be permitted to consult with a representative of the Union at the time the order is given, provided that such a representative is available. A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

### **SECTION 8. 5 – CONDUCT OF TESTS**

In conducting the testing authorized by this Agreement, the Board shall:

A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has and/or is capable of being accredited by the National Institute of Drug Abuse (NIDA).

B. Insure that the laboratory or facility selected conforms to all NIDA (National Institute on Drug Abuse) standards, including blind testing.

C. Use of tamper-proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months. The laboratory or facility must be willing to demonstrate their sample handling procedures to the Union at any time. The laboratory or facility shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The laboratory or facility shall make such results available to the Union upon request. All testing shall be by chemical analysis of a urine sample by gas chromatography/mass spectrometry (GS/MS). At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee.

D. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for Inter testing if requested by the employee.

E. Collect samples in such manner as to ensure a high degree of security for the sample and its freedom from adulteration.

F. Confirm any sample that tests positive in the initial screening for drugs by testing a second portion of the same sample by gas chromatography plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative 'data about the detected drug or drug metabolites;

G. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Board in writing within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.

H. Require that with regard to alcohol testing,

1. An initial test result of .019 or below is considered a negative result and the Employee is free to return to work.

2. An initial result of .02 or higher is considered neither negative nor positive and the Employee must undergo a confirmatory test as soon as practicable, but not to exceed thirty (30) minutes from the time of the original test in the event of a breathalyzer test.

- a. If the confirmatory test registers below .02, the result will be considered negative and the Employee will be free to return to work.

- b. If the confirmatory test registers between .02 - .039, the Employee will be presumed to be "under the influence", and will be immediately relieved of duty. At this confirmatory test level, the Employee will be offered an opportunity to present any rebuttal evidence to be considered in determining whether the Employee is in violation of this Policy. If the Employee is not able to overcome the presumption that

he/she was under the influence, he/she will be subject to further disciplinary action up to and including discharge

c. If the confirmatory test registers .04 or above, the test shall be considered positive, the Employee will be considered under the influence, the Employee will be immediately relieved of duty and subject to further disciplinary action up to and including discharge.

3. Alcohol testing may be performed by the Cicero Police Department or the Berwyn Police Department, where a breathalyzer test will be administered by a certified technician.

I. Provide each employee tested with a copy of all information and reports received by the Board in connection with the testing and the results;

J. Insure that no employee is subject to any adverse employment action except emergency temporary reassignment with pay or relief from duty with pay during the pendency of any testing procedure. Any such reassignment from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.

K. Require that the laboratory or hospital facility report to the Board that a blood or urine sample is positive only if both the initial and confirmatory test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Board inconsistent with the understanding expressed herein, the Board shall not use such information in any manner or forum adverse to the employee's interest.

L. Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by an employee being tested to provide information of food and medicine or other substances eaten or taken by or administered to the employee in the event of a positive test results and to interview the employee in the event of a positive test results to determine if there is any innocent explanation for the positive reading.

#### **SECTION 8.6 – CUTOFF LEVELS**

If the initial drug screen test registers the following compounds at the levels listed in the middle column below, the sample provided by the Employee must be submitted to a confirmatory test. If the following compounds at the levels listed in column to the far right are found in the sample measured by GC/MS confirmation testing, such test will be considered a positive drug test. If the confirmation test reveals levels below those listed under the GC/MS column, such test will be considered negative:

17 Drug Name	Initial Drug Confirmation Screen Test	GC/MS
Amphetamines	1000 ng/ml	500 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Marijuana	20 ng/ml	15 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine ("PCP")	25 ng/ml	25 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Methaqualone	300 ng/ml	150 ng/ml
Barbiturates	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	150 ng/ml
Propozphene	300 ng/ml	150 ng/ml

The above minimum cut off level have been established based on Department of Health and Human Services recommendations it is understood that changes in technology and/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cutoff levels. Should such changes or need arise; the parties agree to meet promptly to negotiate with respect to the levels to be adopted. If no agreement is reached within sixty (60) days, the Board may for good cause (e.

g., NIDA or Health and Human Services recommendations) implement new or changed cutoff levels on an interim basis while negotiations are proceeding, subject to challenge by the Union through grievance procedures.

#### **SECTION 8. 7 – RIGHT TO CONTEST**

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this agreement.

#### **SECTION 8. 8 – VOLUNTARY REQUESTS FOR ASSISTANCE**

The Board shall take no adverse employment action against an employee once an employee admits he/she has an alcohol or drug related problem or who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, as long as said admission and/or request for treatment occurs before the employee is notified he/she shall be selected for testing. Further, this exception shall not apply if the employee is found using illegal drugs or is under the influence of drugs or alcohol at work. If the employee is then unfit for duty in his current assignment, the Board may authorize sick leave or other assignment if it is available and for which the employee is qualified and/or is able to perform, the Board shall make available through its Employee Assistance Program (EPA) a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, employees shall be allowed to use accumulated sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leaves cannot exceed one (1) calendar year.

#### **SECTION 8. 9 – DISCIPLINE**

A. Falsification of any document or information or failure to cooperate shall be considered grounds for discipline, up to and including discharge.

B. Employees who have admitted to having a drug or alcohol problem, must follow the following rules: 18 1. You must admit yourself medically to a supervised drug or alcohol treatment program immediately. 2. Upon release from such program with clearance to work (a written medical release is required), the employee is made aware that he/she is subject to random drug and alcohol testing administered in twelve (12) months following the Employee's return to work.

C. Except as provided herein, violations of this drug and alcohol policy shall result in disciplinary action up to and including discharge.

#### **SECTION 8. 10 – VIOLATIONS OF A CRIMINAL DRUG STATUTE**

A. If an Employee is convicted of a violation of a criminal drug statute, he or she will be subject to discipline up to and including discharge.

B. If an Employee pleads guilty or nolo contendere ("no contest") to a violation of a criminal drug statute, the Employee must notify his/her Supervisor immediately, no later than the earlier of the next time such Employee is scheduled to work or three (3) days from the date of such conviction. An Employee convicted in such a way of a violation of a criminal drug statute will be discharged.

**ARTICLE IX  
DISCIPLINE**

**SECTION 9.1 – RELIEF FROM DUTY**

Except as provided herein, no employee covered by the terms of this Agreement shall be suspended without pay, relieved from duty without pay, or disciplined in any manner without just cause.

**SECTION 9.2 – INSPECTION OF PERSONNEL FILES**

The Board's personnel files and disciplinary history files relating to an employee shall be open and available for inspection by the affected employee and/or his/her authorized representative during regular business hours.

The request to review said personnel files shall be in writing. If the employee requests copies of any documents, the Board reserves the right to charge the employee for the costs of copying such documents.

**SECTION 9.3 – MATERIAL NOT AVAILABLE FOR INSPECTION**

It is agreed that any material and/or matter not available for inspection, except as it relates to ongoing investigations such as provided in Section 7.3, shall not be used in any manner or any form adverse to the interest of the employee in the Grievance Procedure.

**SECTION 9.4 – USE AND DESTRUCTION OF FILE MATERIAL**

Disciplinary Investigation Files will be not used two (2) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless a pattern of similar infractions exists within two (2) years of the date of the incident.

**SECTION 9.5 – PROGRESSIVE DISCIPLINE**

Discipline will be handled on a case by case basis, depending on the severity of the offense and may range from a written warning to termination. Issues not involving gross misconduct will generally be handled according to the following progression plan after the employee has been counseled:

- Step 1 Oral warning.
- Step 2 Written Warning
- Step 3 Suspension
- Step 4 Termination

The Employer has the right to skip the progressive discipline steps when the severity of the infraction warrants the same.

Bargaining unit employees shall have the right to have a union representative present at all meetings held with them in order to investigate or administer disciplinary action.

**SECTION 9.6 – PRE-DISCIPLINARY MEETING**

Prior to imposing discipline of the level of a suspension or greater, the Employer shall meet with the Employee and advise the Employee, in writing, of the nature of the discipline to be imposed. At that

meeting, the Employee may present a rebuttal to the proposed discipline. At that meeting, the Employee may request the presence of a Union representative to advise the Employee.

#### **SECTION 9.7 – NOTICE OF DISCIPLINE**

Except in the case of an oral warning, the Employer shall provide the Employee with a written notice of the discipline imposed and the reasons therefore.

#### **SECTION 9.8 – SUSPENSION PENDING INVESTIGATION**

The Employer may suspend an Employee, with pay, pending an investigation and decision as to whether to impose discipline or to discharge the Employee. A suspension pending investigation shall not be considered to be a disciplinary action.

#### **SECTION 9.9 – APPLICATION OF THE GRIEVANCE PROCEDURE**

Demotions, Suspensions of three (3) or more days, and Discharge shall be subject to the grievance and arbitration procedure. Oral and written reprimands and suspensions of one (1) or two (2) days are not appealable and are not subject to the grievance and arbitration procedure. However, the employee may write and have placed a rebuttal to all discipline in his/her personnel file.

### **ARTICLE X GRIEVANCE PROCEDURE**

#### **SECTION 10.1 – OBJECTIVE**

It is the declared objective of the Board and the Union to encourage the prompt resolution of the Grievances and Complaints of both the Board and its College Administration and of Staff Members covered by this Agreement as they arise, and to provide recourse to orderly procedures for the satisfactory adjustment of Grievances and Complaints. In that light, every reasonable attempt to resolve problems through discussion and communication with the Chief or Sergeant of Campus Police, and the Vice President of Administrative Services, or selected designee.

#### **SECTION 10.2 – DEFINITION OF GRIEVANCE**

For purposes of this Article X, "Working Day" is defined as all days the College Administrative Staff are required to work.

A Grievance shall mean a Written Complaint by an employee, a group of employees or the Union, that there has been a violation of the specific and express terms of this Agreement.

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.

#### **SECTION 10.3 – PRE-GRIEVANCE CONSULTATION**

The Board and the Union agree that a number of potential grievances may be avoided if the affected employee and the appropriate Supervisor are able to discuss and resolve problems by these means. There may be occasions, however, when the employee believes that, although the defined problem



might be resolved by such discussion, the employee would prefer that a Representative of the Board and a Representative of the Union hold such consultations and discussions on an informal basis.

In such cases, the employee may contact either the affected Union Steward or the Business Agent to set forth the problem area. Thereupon the Union Representative shall contact the Director of Human Resources.

A Pre-Grievance Consultation is mandatory. It shall be held within five (5) Working Days of the contact from the Steward provided for above. The content of these discussions shall not be used in the processing of grievances. If the potential grievance is not resolved by this procedure, then, in that event, the filing of a grievance in Step 1 shall commence.

The time limit for filing a grievance provided for in Section 10.6 hereof shall be tolled until the pre-grievance consultation is held, and shall commence on the first working day thereafter. A pre-grievance consultation must be requested within ten (10) Working Days after the grievant had knowledge, or should have had knowledge of the alleged violation giving rise to the grievance.

#### **SECTION 10.4 – GRIEVANCE STEPS**

The following four (4) Step Procedure is the exclusive remedy for employees and the Union concerning all matters arising under this Agreement. The designee of the Board at each successive Step provided for in this procedure shall be someone who has more authority than the person at the previous Step. Whenever the Board Designated Representative appears in more than one (1) Step because of the Organizational Structure of the College, the President shall designate some other person to perform at the next succeeding Step Level.

All Grievances shall be processed as follows:

**STEP 1** An employee covered by this Agreement or the Union, in the case of any Union Grievance, shall submit the Grievance in writing to the Chief of Campus Police. The Chief of Campus Police shall arrange for a meeting with the Grievant and the Union within five (5) working days of receipt of the Written Grievance to fully discuss the subject matter thereof. The Chief of Campus Police shall provide a written answer to the Grievant and the Union Representative within five (5) Working Days after said meeting.

**STEP 2** If the Grievance is not settled in Step 1 and the Grievant and the Union Representative desire to appeal, it shall be referred in writing by the Grievant and the Union Representative to the Vice President of the College, or a selected designee, within five (5) working days after the answer in Step 1 issued by the Chief of Campus Police. The Vice President of the College, or selected designee shall, within five (5) Working Days, discuss the Grievance with the Grievant and the Union Representative at a time mutually agreeable to all parties. If a settlement is reached pursuant to the provisions of this Step, the Vice President of the College, or selected designee shall issue a written agreement signed by the Grievant, the Vice President of the College, or selected designee and the Union Representative. If no settlement is reached, the Vice President of the College, or selected designee shall give a written answer to the Grievant and the Union Representative within five (5) Working Days following their meeting.

**STEP 3** In the event the Grievance is not resolved by the Vice President of the College, or selected designee, the Grievant and the Union Representative may appeal the Grievance in writing to the President of the College within five (5) Working Days after receiving the response of the Vice President

of the College, or selected designee. After an appropriate investigation of the matter, the President of the College will answer the appeal in writing within five (5) Working Days after receiving the appeal

STEP 4 If the Grievance is not settled in accordance with the foregoing procedure, the Grievant and the Union Representative may serve notice in writing of Intention to arbitrate within five (5) Working Days after receipt of the answer in Step 3.

The parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, and shall alternately strike names until one (1) arbitrator is selected.

#### **SECTION 10.5 – AUTHORITY OF THE ARBITRATOR**

Neither the Board nor the Grievant shall be permitted to assert any grounds before the Arbitrator which were not previously disclosed in writing to the other party. The Arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from or change the provisions of this Agreement, Applicable Work Rules or any applicable Board Policy. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted. The Arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law.

The Arbitrator shall submit a decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The Arbitrator's decision will be based solely on the interpretation of the meaning or application of the specific terms of this Agreement, Board Policy, or Applicable Work Rules involved with facts of the Grievance presented. The decision of the Arbitrator shall be final and binding on all parties and will be immediately implemented.

#### **SECTION 10.6 – EXPENSE OF THE ARBITRATION**

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

In the event that the Arbitrator does not request a transcript and a party to the Grievance desires and requests a transcript of the proceedings, that party shall bear the full cost of such transcript. If both parties request a transcript, the cost will be equally divided.

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

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

#### **SECTION 10.7 – TIME LIMITS FOR FILING**

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

## **SECTION 10.8 – TIME OF THE ESSENCE**

The parties agree that the objective of time limits as provided for herein is to effectuate a final conclusion of the subject matter of the Grievance. In regard thereto, the parties specifically declare and agree that time is of the essence in the performance of all obligations pursuant to this Article and the Sections contained therein. The parties, however, understand and agree that time limits may be extended through the execution of a mutually agreed upon written agreement.

## **SECTION 10.9 - MISCELLANEOUS PROVISIONS**

A. All disputes arising under this Agreement shall be resolved either by Mutual Agreement or through the Grievance Procedure. Concerning matters arising outside of the provisions of this Agreement, whenever applicable, employees shall utilize other channels for amelioration of complaints or disagreements not specifically covered by any provisions of this Agreement.

B. Nothing contained in this Article shall prevent the Board and the Union from settling an alleged Grievance to their mutual satisfaction prior to the issuance of the Arbitrator's Decision.

C. Conferences, meetings, and hearings held pursuant to the Grievance Procedure shall be set by mutual agreement.

D. The appeals and answers provided at each Step of the Grievance Procedure shall be in writing and shall fully set forth the reasons therefore.

E. Attendance at meetings and hearings held under this Grievance Procedure shall be limited to those persons specified in the procedure, witnesses, resource people required by either party and legal counsel for the parties. These meetings shall be scheduled at a time and place mutually agreeable to the Board and the Union.

No employee entitled to be present shall suffer loss of pay because of participation in this Grievance Procedure if such meeting/hearing is during the employee's regularly scheduled shift. If the employee attends such meeting/hearing while the employee is off duty, the employee is not entitled to pay.

F. Any Grievance settled shall not be a precedent.

G. When the Union files a Grievance involving an individual Union Member or a group of Union Members, such Grievance shall be signed by an Authorized Representative of the Union.

H. All individuals who file a Grievance shall sign such Grievance.

I. The Grievance and Arbitration Procedures of this Agreement shall not apply to any matter which the Board is without authority to act or concerning which the Union is not authorized to represent employees covered by this Agreement.

J. Nothing contained in this Article or elsewhere in this Agreement shall be construed to deny to the Board, the Administration, the Union or any employee, their rights under applicable law or resolutions, rules or regulations having the force and effect of law.

**ARTICLE XI  
INDEMNIFICATION**

**SECTION 11.1 - INDEMNIFICATION**

The Board shall be responsible for holding employees harmless from and payment for damages which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement, subject to the conditions set forth in Section 11.3 of this Article, pursuant to Illinois Compiled Statutes ILCS 5/1-4-5.

**SECTION 11.2 - LEGAL REPRESENTATION**

In an action in which an employee is being sued for action or inaction related to his/her employment at Morton College, the College shall have the right to intervene in the suit against the employee, shall be permitted to appear and defend, and otherwise control the litigation.

Employees shall have Legal Representation provided by the Board in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

**SECTION 11.3 - EMPLOYEES TO COOPERATE**

Any employee who is made a party defendant to any action in which the employee is being sued for action or inaction related to his/her employment at Morton College shall, within ten (10) days of service of process upon him/her notify the College of the institution of such action. Such notice shall be in writing. The notice shall include a copy of the process served.

Employees shall be required to cooperate with the Board during the course of the investigation, administration and/or litigation of any claim arising under this Article XI.

The Board shall provide the protections set forth in Sections 11.1 and 11.2, so long as the employee was acting within the scope of his/her employment and where the employee cooperates, as defined in Section 11.3, with the Board in defense of the action or actions, claim or claims.

**SECTION 11.4 – EMPLOYER RESPONSIBILITY**

In case any injury to the person or property of another is caused by a Police Officer of the Morton College Campus Police Department, while such Police Officer is engaged in the performance of his or her duties as a Police Officer, the Employer shall indemnify the Police Officer for any judgment recovered against him/her as a result of such injury or damage, except for the injury or damage which results from willful or intentional misconduct by the Police Officer, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-4-6.

Any Police Officer who, at the time of performing such action complained of, was a Police Officer who was made a party defendant to any action shall, within ten (10) calendar days of service of process upon him, notify the Employer of the institution of such action. Such notice shall be in writing and shall be filed in the Office of the President, either by the named Police Officer or his agent or attorney. The notice shall include a copy of the process served. The Employer shall have the right to intervene in the suit against the Police Officer, and shall be permitted to appear and defend, and otherwise control the litigation. The duty of the Employer to indemnify any such Police Officer for any judgment recovered

against him shall be conditioned upon (a) receiving notice of the filing of any such action in the manner and form herein above described and (b) Police Officer shall be required to cooperate with the Employer during the course of the investigation, administration, or litigation of any claim arising under this Article.

**SECTION 11.5 – COOPERATION**

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

**SECTION 11.6 – EXPEDITED ARBITRATION**

Grievances alleging a violation of this Article may be initiated at Step Four (4) of the grievance procedure. In arbitrations there under, unless the parties agree otherwise, hearing shall commence within thirty (30) days of the selection of the arbitrator, and the arbitrator shall issue his award in writing within fifteen (15) days following the close of the hearing; the full written decision of the arbitrator may be issued within thirty (30) days of the close of the hearing.

**ARTICLE XII  
COMPENSATION**

**SECTION 12.1 – EMPLOYEE COMPENSATION**

Annual Compensation for bargaining unit members varies depending upon position, seniority and other factors. Such Annual Compensation shall be as provided below. For purposes of this Article, a Fiscal Year is defined as the period of time between July 1st and June 30th.

**SECTION 12.2 – FULL AND PART TIME CAMPUS POLICE OFFICERS**

The wages of Full and Part Time Campus Police Officers shall increase over the life of this Agreement as follows: Retroactive pay with an effective date of July 1, 2016. Only Officers who are employed by the College as of the date this Agreement is fully executed shall be eligible for retroactive pay.

July 1, 2016	increase current base pay by 3.5%
July 1, 2017	increase base pay by 3.5%
July 1, 2018	increase base pay by 3.5%
July 1, 2019	increase base pay by 3.5%
July 1, 2020	increase base pay by 3.5%

The starting wages of all Full-Time and Part Time Campus Police Officers shall be:

July 1, 2016	\$17.81 per hour (\$37,044.80 annually)
July 1, 2017	increase base pay by 3.5%
July 1, 2018	increase base pay by 3.5%
July 1, 2019	increase base pay by 3.5%
July 1, 2020	increase base pay by 3.5%

**SECTION 12.3 – FULL AND PART TIME RADIO OPERATORS/DISPATCHERS**

The wages of Full-Time Radio Operators/Dispatchers shall increase over the life of this Agreement as follows:

July 1, 2016	increase base pay by 3.5%
July 1, 2017	increase base pay by 3.5%
July 1, 2018	increase base pay by 3.5%
July 1, 2019	increase base pay by 3.5%
July 1, 2020	increase base pay by 3.5%

The wages of all Part-Time Radio Operators/Dispatchers shall increase over the life of this Agreement as follows:

July 1, 2016	increase base pay by 3.5%
July 1, 2017	increase base pay by 3.5%
July 1, 2018	increase base pay by 3.5%
July 1, 2019	increase base pay by 3.5%
July 1, 2020	increase base pay by 3.5%

The starting wages of all Full-Time and Part-Time Radio Operators/Dispatchers shall be:

July 1, 2016	increase base pay by 3.5%
July 1, 2017	increase base pay by 3.5%
July 1, 2018	increase base pay by 3.5%
July 1, 2019	increase base pay by 3.5%
July 1, 2020	increase base pay by 3.5%

Only Radio Operators/Dispatcher who are employed by the College as of the date this Agreement is fully executed shall be eligible for retroactive pay.

**SECTION 12.4 – LEADS COORDINATOR**

The bargaining unit Radio Operators/Dispatchers designated by the Chief or Sergeant of Campus Police as the LEADS Coordinator shall receive an annual stipend in the sum of one thousand Dollars (\$1000.00) shall not be added to the base rate of the Compensation.

**SECTION 12.5 – COMPENSATION RATE/STATE CERTIFICATION**

Campus Police Officers hired Full time after the effective date of this Agreement who require Illinois Certification training shall attain same at the first available opportunity after the date of their hire. Such Officers shall be compensated at Seventy Five Percent (75%) of their starting rate of pay for the time of their academy training.

If the employment of the employee who was required to complete and did complete the Illinois Certification is severed by the employee within one (1) year after the employee is hired, then the employee must repay the employer one hundred percent (100%) of his/her salary paid during the training program; if such employment is severed by the employee between one (1) and two (2) years

after the employee is hired, then the employee must repay the employer seventy five percent (75%) of his/her salary paid during the training program; if such employment is severed by the employee between two (2) and three (3) years after the employee is hired, then the employee must repay the employer fifty percent (50%) of his/her salary paid during the training program.

**SECTION 12.6 – TRAINING STIPEND**

The Vice President of Administrative Services shall designate one primary trainer for each new hire. The designated trainer shall be paid a one-time training stipend of one hundred and fifty dollars (\$150.00) for all the training administered to that new employee. Said stipend shall not be added to the employee’s base pay and shall not be used to calculate any overtime rate. Only one bonus shall be paid for each new hire trained.

**SECTION 12.7 – LONGEVITY PAY**

Longevity pay will be granted each year to those bargaining unit members who achieve the following bargaining unit service as of July 1 of each contract year. Full time employees shall receive this longevity pay as part of their base hourly rate. Part-Time employees shall receive longevity in the form of a stipend. The stipend which is earned on July 1 will be made on the first payroll in December.

5-10 years	\$ 250.00
11-15 years	\$ 400.00
16-20 years	\$ 600.00
21-30 years	\$ 800.00
31 years and over	\$1,250.00

**SECTION 12.8 – CERTIFIED RETIREE ADJUSTMENT**

Certified police officers who retire from a police department, and who worked full-time for that department at the time of their retirement, shall receive a one-time signing bonus of one thousand dollars (\$1,000.00) added to their base wages (“Certified Retiree Adjustment”). This Section 12.8 shall apply to any police officer in the bargaining unit as of the date of execution of this Agreement, or who is hired after the date of execution of this Agreement. For those hired prior to the date of execution of this Agreement, the Certified Retiree Adjustment shall be added to their base wages after execution of this Agreement and applied prospectively only; they shall not be entitled to any retroactive pay or other wage adjustment for the Certified Retiree Adjustment.

**ARTICLE XIII  
HOURS OF WORK AND OVERTIME**

**SECTION 13.1 – PURPOSE OF ARTICLE**

This Article is intended as a basis of establishing Hours of Work, a Work Day, a Work Week, a Work Cycle, Overtime and Overtime Payments.

**SECTION 13.2 – PROBATIONARY PERIOD**

Probationary status shall apply as follows:

### 1. Full-Time Campus Police Officers

Probational Status shall be for a period of two (2) year from the date of hire as a Full-Time Police Officer, regardless of any prior service in any capacity with the College, except that a Part Time Campus Police Officer who is made a Full Time Campus Police Officer shall only serve a total of two (2) years as his/her probationary period.

### 2. Part-Time Campus Police Officers

Probational Status shall be for a period of two (2) years from the date of hire as a Part-Time Police Officer, regardless of any prior service in any capacity with the College.

### 3. Full-Time or Part-Time Radio Operator/Dispatchers

Probational Status shall be for a period of one (1) year from the date of hire as a Full or Part Time Radio Operator/Dispatcher, regardless of any prior service in any capacity with the College.

Probationary employees shall have no access to any paid Leaves of Absence, including but not limited to Sick or Vacation Leaves, and shall be subject to Discipline, up to and including Discharge, without cause and at will without access to the Grievance Procedure.

## **SECTION 13.3 – WORK SCHEDULE**

The Chief or Sergeant of Campus Police will post Work Schedules showing the Shifts, Work Days and Work Hours to which bargaining unit employees are assigned at least twenty-five (25) days in advance from the last day scheduled. **Any changes will be communicated to the appropriate Officer(s)/Dispatcher(s) within 24 hours.** For purposes of this Article, a “Work Cycle” is defined as the Employee’s Monthly Work Schedule.

All Full-Time employees shall primarily maintain a regular Monday through Friday Work Schedule. This schedule may be changed if the College cannot adequately staff with Qualified Part Time Police Officers for security needs.

There will be a right to select shifts by seniority, provided that the Chief or Sergeant of Campus Police may deny such selection. Such denial shall not be unreasonable, arbitrary, or capricious.

The Work Week Shifts shall be established by the Chief or Sergeant of Campus Police. The purpose is to schedule Full Time employees from Monday through Friday, unless there is a reasonable need to do otherwise, such as an event or events which would negatively affect the safety of the Staff, Students, and/or College Property or if needed to insure the continued daily or financial operation of the College as determined by the Chief or Sergeant of Campus Police.

Bargaining unit employees shall be allowed the right to trade shifts with the written approval of the Supervisor before the start of the traded shift. Such requests shall not be unreasonably denied.

## **SECTION 13.4 – HOURS OF WORK**

A Full-Time employee’s Normal Work Day shall consist of eight (8) consecutive hours of work. The Normal Work Week for a Full-Time employee shall consist of forty (40) hours of work.



A Part-Time employee's Normal Work Day shall consist of eight (8) consecutive hours of work. The Normal Work Week for a Part-Time employee is thirty-two (32) hour or less, up to a maximum of 1,560 hours per calendar year. Part-time employee are required to work a minimum of at least one (1) eight-hour (8-hr) or combination of four-hour (4-hr) shift(s) per week averaged over a three-month period ("Minimum Part-Time Work Shifts"). In the event of emergent or extenuating circumstances beyond the Officer's control, or the Officer's own serious illness, which prevents the Officer from working any shifts for a consecutive thirty-day (30-day) period or more, the Officer shall be placed on an unpaid leave of absence, and the Officer's police powers will be placed on inactive status. In the event of emergent or extenuating circumstances beyond the Officer's control, or the Officer's own serious illness, which prevents the Officer from working a shift(s) for a period of less than thirty (30) days, the Vice President of Administrative Services will determine on a case by case basis whether the Minimum Part-Time Work Shifts shall be prorated or reduced.

Each Work Day shall be interrupted by a thirty (30) minute paid Lunch Break. The Board and the Union may agree to changes in this Section by mutual agreement.

If a Part-Time employee works more than 1,560 hours per fiscal year, he/she shall be awarded two (2) additional personal days to use between the day he/she hits 1,560 hours and one (1) year from that date.

#### **SECTION 13.4 (b) – SHIFT SPLITS**

A Normal Work Shift shall consist of eight (8) consecutive hours of work. Assignments to special events do not constitute a "normal work shift" and may be less than eight (8) hours and shall be paid at straight time unless the assignment puts the employee in overtime status per section 13.8. By mutual agreement bargaining unit employees can split any shift assignment as long as the shift is covered.

#### **SECTION 13.5 – RELIEF FROM DUTY**

At no time will any employee, Full-Time or Part-Time, leave his/her place of duty without proper relief or permission granted by the Supervisor. Such relief will be logged in the Daily Log. This includes the failure of a properly appointed relief person to arrive on time or at all. At no time will any employee leave his/her place of duty without confirming, face to face, that the employee relieving him/her has arrived for duty; however, if two Officers are present, only the least senior Officer must stay until the relief Officer arrives.

At no time will any employee, Full-Time or Part-Time, leave the Campus Property without permission granted by the Supervisor. Such action will be logged in the Daily Log.

At no time will a Full-Time or Part-Time Radio Operator/Dispatcher leave his/her Place of Duty in the Dispatch Office without permission of the Supervisor. Such exiting will be logged in the Daily Log.

**At no time will any Daily Log entry be falsified as to time or what event actually occurred. Any person so doing shall be disciplined up to and including Termination.**

#### **SECTION 13.6 – NO PYRAMIDING**

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

### **SECTION 13.7 – ASSIGNMENT OF OVERTIME**

At the discretion of the Supervisor, overtime may be offered to Full-Time employees assigned to the shifts before and after the shift during which the need for overtime exists. If these employees decline the overtime offer, Part-Time employees will be called on a “Rotating Seniority Basis.” If no Part-Time employee accepts the overtime offer, Full-Time employees will be called on a “Rotating Seniority Basis.” However, if no Full-Time employee accepts the overtime offer, the Supervisor will assign the overtime to the least senior member of the Department. When filling shifts for holidays using the Rotating Seniority Basis, no employee shall be permitted to select a shift that would result in the employee working more than one shift on a given holiday, without approval from the Chief of Police or his designee.

This procedure may be waived in emergency situations only.

### **SECTION 13.8 – OVERTIME COMPENSATION**

All hours worked by Full-Time employees in excess of the normal eight (8) hours per Work Day or forty (40) hours per Work Week, shall be compensated at the overtime rate of one and one half (1-1/2) times the employee’s regular hourly rate of pay. For purposes of calculating weekly overtime, all compensated hours shall be considered hours worked excluding Sick Leave and Personal Leave.

Part-Time employees shall earn overtime only after having worked forty (40) hours per Work Week and when working any Holiday.

### **SECTION 13.9 – CALL BACK**

The term “Call Back” is defined as an Official Assignment of Work which does not immediately precede or follow an employee’s regularly scheduled Working Hours. Employees reporting back to work under the definition of “Call Back” shall be compensated at a minimum three (3) hours at the appropriate overtime rate or for the actual hours worked, whichever is greater. No Call Back shall be compensated unless such Call Back has been approved by a Supervisor.

### **SECTION 13.10 – COURT TIME**

Employees required to attend court on their off duty time shall be compensated at the overtime rate with a minimum of three (3) hours or actual hours worked, whichever is greater.

### **SECTION 13.11 – EMPLOYEE BENEFITS PROGRAMS**

The Board agrees to provide to all employees the following benefits, in accordance with the “Handbook for Classified Employees Manual” which is in effect at the ratification of this Agreement.

- A. Hawthorne Credit Union Program
- B. (Section 403b) Plan
- C. Flexible Spending Account (Section 125) Program (Full Time Employees only)
- D. Automatic Payroll Deposit
- E. The College reserves the right to mandate direct paycheck deposit.
- F. Employee Assistance Program

### **SECTION 13.12 – IRS 125 PROGRAM**

The Union agrees that its members shall undertake the payment of the Monthly Administrative Costs of the Program in full, as to each of them individually, at their option of joining said Program.

## **ARTICLE XIV SAFETY ISSUES**

### **SECTION 14.1 – SAFETY MEETINGS**

The Vice President of Administrative Services or his/her Designee will meet with the Union to discuss safety issues. Meetings with the Union may be called by either party, which will be submitted in writing by the party calling the meeting.

Any report or recommendation which may be prepared by the Union, or Designee(s) of the Vice President of Administrative Services, as a direct result of these meetings, will be in writing and copies submitted to the Vice President of Administrative Services and the authorized Representative of the Union.

### **SECTION 14.2 – DEFECTIVE EQUIPMENT**

No employee shall be required to use any equipment that has been designated by both the Union and the Board as being defective because of a disabling condition, unless the disabling condition has been corrected.

When an assigned Department Vehicle is found to have a disabling defect or is in violation of the Law, the employee will notify his/her Supervisor, complete required reports, and follow the Supervisor's direction relative to requesting repair, replacement, or the continued operation of said Vehicle.

### **SECTION 14.3 – REPLACEMENT OF PERSONAL PROPERTY**

The Board agrees to repair or replace corrective lenses, prescription sun glasses or wristwatches, which are worn or carried by the employee, and which are not prohibited by the Board as a result of the employee's performance of duty which required the use or exertion of physical force in a confrontational situation. The employee, to the satisfaction of the appropriate Supervisor, shall document such claims. With the exception of corrective lenses and prescription sunglasses, each occurrence shall be limited to a reasonable amount not to exceed \$175.00 per occurrence and a maximum of \$525.00 per twelve (12) month period beginning on the date of the first reported occurrence. The value of a wristwatch shall not exceed \$100.00.

### **SECTION 14.4 – STATEMENT OF UNDERSTANDING**

The College and the Union mutually understand and agree that the maintenance of proficiency in the utilization of firearms and communications equipment, including the Law Enforcement Agencies Data System (LEADS), is of paramount importance to the safety of the institution, its students, visitors and employees, including bargaining unit employees. In light of that understanding, and in furtherance thereof, the College and the Union agree to the provisions set forth in the following Sections.

#### **SECTION 14.5 – FIREARMS QUALIFICATION**

Every Campus Police Officer shall maintain Annual Firearms Certification. In order to facilitate such certification and excellence in firearms utilization, the College agrees as follows:

A. Each year the Chief of Campus Police shall schedule two (2) Department Shoots, one (1) of which shall be mandatory for attendance purposes, at which a Range Officer shall be in attendance at the expense of the College. The College will provide sufficient ammunition for full participation of each Campus Police Officer in attendance. Each Campus Police Officer so attending shall be compensated at the appropriate rate. If any Officer qualifies at any such Shoot, then such qualification shall be accepted for one (1) full year from the date thereof. Thereupon, such Officer shall again be required to qualify. Notwithstanding such qualification, each such Officer must attend one (1) such Shoot.

B. If any Officer fails to qualify within the one (1) year period, he/she shall be subject to Discipline up to and including termination of employment.

C. Officers of this department are authorized to carry either semi-automatic handgun or revolvers while on duty or off-duty. While carrying a handgun at any time, the officer will abide by all federal and state laws and all departmental policies regarding the carrying of 32 firearms. Furthermore, while off-duty, the officer is to carry the weapon in an inconspicuous manner and is not allowed to use his/her primary weapon for secondary employment, in accordance with section A and B of this article.

#### **SECTION 14.6 – LEADS CERTIFICATION**

All Full-Time and Part-Time Campus Police Officers are required to obtain LEADS Certification at the Less Than Full Access Level. If such Certification is obtained, Re-Certification at the Less Than Full Access Level will be maintained.

All Full-Time and Part-Time Radio Operator/Dispatchers shall maintain LEADS Certification and Re-Certification as appropriate.

#### **SECTION 14.7 – RADIO OPERATOR/DISPATCHER SHIFT VACANCIES**

Whenever it is necessary to fill a vacancy on a shift for a Radio Operator/Dispatcher, the first calls to fill such vacancy shall be made from the Part-Time Radio Operator/Dispatcher list. If the vacancy cannot be filled with a Part-Time Radio Operator/Dispatcher, calls shall be made to Full-Time Radio Operator/Dispatchers on the basis of seniority, with the most senior being called first. If the vacancy still remains unfilled, a Full-Time Radio Operator/Dispatcher shall be ordered to attend and fill such vacancy on the basis of seniority, with the least senior Radio Operator/Dispatcher being ordered to serve. If the vacancy still remains unfilled, then, in that event, calls shall be placed to Part-Time Campus Police Officers to fill it. If the vacancy cannot be so filled, calls will be placed to Full-Time Campus Police Officers on the basis of seniority, with the most senior being called first. If the vacancy still remains unfilled, a Full-time Campus Police Officer shall be ordered to serve, with the least senior such Campus Police Officer available being ordered to serve. In the event that the vacancy is still unfilled, the position shall, only then, be filled by one of the Campus Police Officers assigned to that shift.

**ARTICLE XV  
LEAVES OF ABSENCE**

**SECTION 15.1 – BEREAVEMENT LEAVE**

In the event of a death of any member of an employee's immediate family, the employee shall be entitled up to three (3) consecutive days Leave without loss of salary for the purpose of attending the funeral, including such related events as a wake or visitation. If additional days are deemed necessary by the employee, and are approved by the Chief of Campus Police, an employee may use any accumulated Paid Leave options. The term "Immediate Family" shall be defined as: Spouse, Children, Step-children, Parents, Grandparents, Spouse, Brothers, Sisters, Grandchildren, Mothers-In-Law, Fathers-In-Law, Brothers-In-Law, Sisters-In-Law, or any relative or dependent (as defined by the IRS) living in the employee's household and comparable relatives in the spouse's family. In the event of the death of a co-worker or any member of the immediate family of a co-worker, employees requesting to be excused from work shall, at the sole discretion of their Supervisor, be so excused without loss of pay so that such employees might attend said funeral.

**SECTION 15.2 – JURY DUTY LEAVE**

All employees summoned as jurors shall promptly notify their immediate Supervisor following receipt of such summons. The employee shall show the summons to the Supervisor who shall record appropriate information therefrom. Whenever such employee receives such late notice that it is impossible to notify the appropriate Supervisor prior to responding to the summons, the employee shall notify the Supervisor as soon as is reasonably possible.

An employee shall suffer no loss of pay for the days the employee is absent from scheduled work because he/she is serving Jury Duty. The daily compensation for Jury Duty may be kept by the employee with a copy of the compensation sent to Human Resources.

Upon return to work after release from such appearance or service, a copy of the release slip provided by the Court shall be supplied to the Supervisor.

**SECTION 15.3 – DISABILITY LEAVE**

A Full-Time employee who is judged by a physician to be unable to work because of a temporary (including child bearing) or permanent disability and who has exhausted all other entitled Leaves (Sick, Partial Sick, and Vacation) shall be placed on Disability Leave for a maximum of one (1) year. While on Disability Leave, a Full-Time employee must submit a physician's statement each month indicating inability to work. The Board reserves the right to require a bargaining unit employee to visit a physician chosen and paid for by the College to verify disability.

The College shall pay NO compensation to a bargaining unit employee on Disability Leave. However, all medical and life insurance benefits remain in force provided that the Full-Time employee makes the necessary employee contributions. Before returning to work, a Full-Time employee; on Disability Leave; must provide the Director of Human Resources with a physician's statement indicating approval to resume all job duties.

If, upon the termination of a Disability Leave, it is not possible for a Full-Time employee to return to the same position, all reasonable efforts will be made to arrange a transfer to a comparable position with approximately the same salary range.

Sick Leave, Partial Sick Leave, Personal Leave, and Vacation Leaves will not accrue while a Full-Time employee is on Disability Leave. Part-Time employees are not entitled to this benefit.

#### **SECTION 15.4 – SICK LEAVE**

A Full-Time employee earns Paid Sick Leave at a rate of one (1) day per month worked. The one (1) day per month is earned at the end of the worked month. Sick Leave does not accrue while an employee is on unpaid leave. After a bargaining unit employee's signed application has been approved, Sick Leave shall be granted for an absence from work due to illness or injury. Unused Sick Leave carries over into the next benefit year. There is no maximum limit on the amount of Sick Leave that can be accumulated.

In addition to absences for the employee's own illness or injury, to the extent permitted by the Employee Sick Leave Act, 820 ILCS 191/1 *et seq.*, employees may also use their personal sick leave benefits for illness, injuries, or medical appointments of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, stepchild, or domestic partner. An employee's use of sick leave under the Sick Leave Act is limited to the amount of personal sick leave that the employee accrues, pursuant to Section 15.4 of this Agreement, during a six-month (6) period. Employees may not use sick leave before it is earned.

When an employee is unable to report to work because of his/her illness or injury or that of a relative included in the Sick Leave Act, the Supervisor, or the Campus Police Office when the switchboard is closed, must be notified no later than two (2) hours before the employee's shift is scheduled to begin.

The Board reserves the right to require an employee to furnish a physician's statement attesting that the employee was ill or injured and unable to work, and indicating when the employee may return to work and is capable of performing his/her job duties. Such physician's statement may be required when the absence extends beyond three (3) consecutive days or when the Board reasonably believes that abuse of Sick Leave time exists. The Board may also require an employee to visit a physician chosen and paid for by the Board to verify illness or injury. If an employee used sick leave due to the illness, injury, or medical appointment of a relative included in the Sick Leave Act, the Board reserves the right to require the employee to furnish a physician's statement confirming the relative was ill, injured or had a medical appointment, and that the employee's attendance or assistance was necessary. When a physician's statement is required as proof of illness, injury, or medical appointment, paid Sick Leave will be suspended until the statement is received and approved by the Director of Human Resources. Misuse of Sick Leave or falsification of documents may result in the loss of pay for the period of time in question or other disciplinary action including termination of employment.

As a general practice, routine dental and medical appointments should not be scheduled during regular work hours. If this is impractical, then medical appointments scheduled during regular work hours will be charged to Sick Leave. Whenever possible, such appointments should be made early or late in the work day. Sick Leave request forms must be approved by the employee's Supervisor, Area Administrator and the appropriate Vice President.

When a Holiday observed by the Board occurs during a period of extended illness or injury, the day off is not charged to an employee's Sick Leave.

Absences due to an illness or injury covered by the Workers' Compensation Act and/or the Continuation of Compensation for Law Officers Act are not charged to a Full-Time employee's Sick Leave.

When a Full Time employee terminates employment at the College, the State Universities Retirement System (SURS) is notified of all unused Sick Leave. Unused Sick Leave is used by SURS to calculate an employee's service credit and retirement benefits. Upon resignation, retirement or dismissal, the Board provides no compensation for unused Sick Leave.

Part Time employees are not entitled to this benefit.

#### **SECTION 15.5 – SICK LEAVE BANK**

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

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

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

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

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

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

#### **SECTION 15.6 – PERSONAL LEAVE**

Each Full-Time bargaining unit employee shall be credited with two (2) days of Personal Leave each benefit year. Said days are pro-rated for Full-Time employees who do not work an entire benefit year. Personal Leave does not accrue while the employee is on unpaid leave.

Personal Leave may be used to accommodate events such as a critical illness or marriage in one's immediate family, transportation difficulty, court attendance, or for other emergency situations which cannot be taken care of during non-work hours.

Whenever possible, Personal Leave requests should be submitted and approved three (3) calendar days in advance by the employee's Supervisor. Personally compelling and highly confidential requests may be submitted orally to the Director of Human Resources. If needed, additional Personal Leave may be approved. Additional Personal Leave shall be charged against the bargaining unit employee's Accumulated Sick Leave.

Personal Leave Days which remain unused at the end of each contract year shall be converted to Sick Leave Days and credited to the Sick Leave Account of each employee.

Part-Time bargaining Unit employees may accrue Personal Leave only pursuant to the requirements specified below:

1. Part-Time employees who work seven hundred and fifty (750) hours in the previous year shall receive three (3) full eight (8) hours shifts to be used as personal time.
2. Part-Time employees who work five hundred (500) hours in the previous year shall receive two (2) full eight (8) hours shifts to be used as personal time.

Whenever possible, Personal Leave requests should be submitted and approved three (3) calendar days in advance by the employee's Supervisor. Personally compelling and highly confidential requests may be submitted orally to the Director of Human Resources. If needed, additional Personal Leave may be approved. Additional Personal Leave shall be charged against the bargaining unit employee's Accumulated Sick Leave.

#### **SECTION 15.7 – INJURY LEAVE**

Employees who sustain an injury or illness out of and in the course of their employment with the Board shall be covered by the provisions of the "Continuing Compensation for Law Enforcement Personnel" 5 ILCS 345/1 and by the provisions of the "Workers Compensation Act" 820 ILCS 225/1. Employees shall suffer no loss of benefits covered under this Agreement while on Injury Leave.

#### **SECTION 15.8 – LIGHT DUTY**

Employees who are physically unable to perform their normal job duties may be placed on light duty assignments at the sole discretion of the Vice President of Administrative Services if the employee receives a medical release from the employee's physician to perform such assignment. The length of time of such leave shall be within the sole discretion of the Vice President of Administrative Services.

#### **SECTION 15.9 – EDUCATIONAL LEAVE**

Employees who are covered by the terms of this Agreement and who are attending courses of Continuing Education shall be afforded the opportunity to trade shifts, request permanent shifts or make other arrangements so that they may attend their educational courses. The Board will not unreasonably deny such requests and will make every reasonable effort to accommodate the employee with such requests, provided that the Board will not experience any overtime costs associated with efforts to assist the employee with the provisions of this Section 15.9.



**SECTION 15.10 – MILITARY LEAVE**

The parties shall abide by all applicable state and federal laws regarding military leave.

**SECTION 15.11 – FAMILY MEDICAL LEAVE ACT**

The parties shall abide by the “Family Medical Leave Act of 1993”, as the same is amended from time to time. Sick Leave, Partial Sick Leave, and Personal Leave shall be taken concurrently with FMLA Leave. The employee has the option whether to utilize Vacation time while on FMLA.

**SECTION 15.12 – OTHER LEAVES OF ABSENCE**

The College may, in the sole discretion of the appropriate College Administrators, grant unpaid Leaves of Absence, not otherwise provided for in this Agreement. Denial of any such request shall not be subject to the Grievance Procedure provided for in this Collective Bargaining Agreement.

Any Leave of Absence in excess of ninety (90) days approved under this Section shall be deducted from, but shall not interrupt, continuous service with the College. Employees shall not be covered under the Health Insurance Plan of the College while on such a Leave of Absence, unless the employee pays One Hundred Percent (100%) of all monthly premium costs, in advance, each month. 37 Sick Leave, Personal Leave, and Vacation shall not accrue while an employee is on an unpaid leave of absence.

**ARTICLE XVI  
HOLIDAYS**

**SECTION 16.1 – HOLIDAYS**

The following Holidays shall be recognized and observed as Paid Holidays for the purposes of this Section:

- Independence Day - (July 4th)
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Break
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King's Birthday
- Casimir Pulaski Day

\*The Friday before the Sunday after the full moon that occurs on or after the Spring Equinox. If the full moon falls on a Sunday, the following Friday is given as a Holiday.

\*\*The Sunday following the Friday immediately above. Memorial Day

Additionally, any other day or part of a day shall be deemed a Holiday when so designated by the Board, provided, however, that such days shall not include Emergency Closing Days, or portions thereof, caused by Acts of God, power outages, utility and water failures or other such intervening causes.

\* Formally known as "Good Friday" prior to judicial abolition.

\*\* Formally known as "Easter Sunday" prior to judicial abolition of Good Friday.

### **SECTION 16.2 - HOLIDAY COMPENSATION**

Full-Time employees who work any of the Holidays listed above, except for "Christmas Break" Holidays, shall receive their "Regular Daily Pay" plus "Double Time Pay" for the number of hours worked. In order to be paid for the Holiday, the employee must work the day before and the day after a Holiday or be on an "Approved Leave" or "Regular Day Off." In the event an employee is employed or terminated near a Holiday, the employment will be deemed to begin after the Holiday or the termination will begin prior to the Holiday. In such cases, no payment for the Holiday(s) will be made.

Part-Time employees will be paid at the rate of "One and One Half (1-1/2) Times their Regular Hourly Rate" for all hours worked on a Holiday.

### **SECTION 16.3 – CHRISTMAS BREAK HOLIDAYS**

Full-Time bargaining unit employees shall be given the option of "Not Working" any of the days of the Holiday Absence during the recognized "Christmas Break" or of working any or all of the days provided for in that period. When exercising the option to "Work" any or all "Christmas Break" days, such Full-Time bargaining unit employees shall thereupon receive one (1) Floating Holiday for each day so worked. Service during these "Christmas Break" days shall be paid on a "Straight Time" basis.

Any "Floating Days" received as provided above may be taken by the employees earning same, at their option, during the period of time from January 2 through the following June 30. Requests for an extension of the June 30 date will be made to the Chief or Sergeant of Campus Police who will forward the request to the Vice President of Administrative Services.

Provided, however, that after exhausting all opportunities to staff the "Christmas Break" work days with Part Time and Full Time Campus Police Officers, the College may require that Full Time bargaining unit members work these days and thereupon take their "Floating Holidays" in the period specified above. Any required work during this period shall be paid on a "Straight Time" basis.

Should a Full Time bargaining unit employee work Christmas Eve, and/or Christmas Day, and/or New Year's Eve, and/or New Year's Day, he/she will be paid in accordance with Section 16.2 of this Article.

Any requests for the exercise of time off during "Christmas Break" and for "Floating Holidays" shall be processed strictly on a seniority basis.

**ARTICLE XVII  
VACATION LEAVE**

**SECTION 17.1 - APPLICATION**

Vacation Leave for Full-Time bargaining unit employees shall derive, accrue, and be utilized pursuant to the provisions of this Article.

**SECTION 17.2 - ENTITLEMENT**

Vacation Leave for each Full-Time bargaining Unit employee shall be credited at the beginning of the Benefit Year, July 1st, and shall be allowable through the end of the Benefit Year, June 30th, in accordance with the following schedule:

LENGTH OF SERVICE	NUMBER OF VACATION DAYS
1 through 11 months	5/6th day per month
1 to 5 years	10 days per year
5 to 10 years	15 days per year
10 to 15 years	18 days per year
15 years and over	20 days per year

**SECTION 17.3 - VACATION LEAVE SCHEDULING**

Before embarking upon a Vacation, each Full-Time bargaining unit employee shall submit a "Vacation Leave Request" as far in advance as possible, but in no instance, less than forty-five (45) calendar days in advance of the Leave. Any Full-Time bargaining unit employee desiring to utilize one (1) day of Accumulated Vacation Leave must request same by giving three (3) days' notice.

The Chief or Sergeant of Campus Police must approve vacation Leave in writing. Vacation Leave requested may not be allowed when such leave would tend to impair the operation of the College. Refusals of vacation leave requests must be in writing. However, any refusal of such leave shall not be unreasonable or capricious.

Employees shall discuss their Vacation Plans in advance with their Immediate Supervisor.

Vacation must be taken within six (6) months of the close of the Benefit Year in which it accrued. Failure to use accrued Vacation within the prescribed time shall result in a loss of said accrued Vacation. However, if the College denied an employee's request to use his/her accrued Vacation during the Benefit Year in which it accrued or within the six (6) months after the close of said Benefit Year, the time in which the employee may take the Vacation will be extended by an amount of time to be determined on a case by case basis. Vacation Leave Days shall be pro-rated for a bargaining unit employee who terminates employment with the College prior to the end of the Benefit Year.

**SECTION 17.4 - PART TIME EMPLOYEE VACATION LEAVE**

Part-Time Bargaining Unit employees may accrue Vacation Leave only pursuant to the requirements specified below:

1. Part-Time employees who work three (3) full eight (8) hours shifts during the Christmas Break Holidays provided for Full-Time bargaining unit employees in this Agreement, shall be entitled to and receive one (1) day of Vacation Straight Time Pay.
2. Part-Time employees who work six (6) full eight (8) hours shifts during the Christmas Break Holidays provided for Full Time bargaining unit employees in this Agreement, shall be entitled to and receive two (2) days of Vacation Straight Time Pay.
3. Part-Time employees who work nine (9) full eight (8) hours shifts during the Christmas Break Holidays provided for Full Time bargaining unit employees in this Agreement, shall be entitled to and receive three (3) days of Vacation Straight Time Pay.
4. Part-Time employees who work twelve (12) full eight (8) hours shifts during the Christmas Break Holidays provided for Full Time bargaining unit employees in this Agreement, shall be entitled to and receive four (4) days of Vacation Straight Time Pay.

## **ARTICLE XVIII SENIORITY**

### **SECTION 18.1 – SENIORITY DEFINED**

Seniority shall be defined as the length of time from the last date of beginning Continuous employment within the bargaining unit.

Seniority shall accumulate during all Authorized Paid Leaves of Absence. Seniority shall not accumulate during Unauthorized Absences, Authorized Unpaid Leaves of Absence of sixty (60) days or more, or Layoffs. In the case of employees hired on the same date, the employee with the earliest application date shall be the most senior.

Seniority for all purposes shall be terminated if the employee:

1. Quits.
2. Is discharged for just cause.
3. Retires or is retired.
4. Falsifies the reason for his/her Leave of Absence or is found to be working during a Leave of Absence without prior written approval of the Chief of Campus Police.
5. Fails to report to work at the conclusion of an Authorized Leave of Absence without prior written approval of the Chief of Campus Police.
6. Is laid off for more than thirty-six (36) months and fails to respond to a Notice of Recall in accordance with Section 19.2 of this Agreement.

### **SECTION 18.2 – APPLICATION OF SENIORITY**

Seniority shall be used in determining the order of Layoffs, Vacation Preferences and Overtime Assignments, except in cases of specialty overtime.

**ARTICLE XIX  
LAYOFF**

**SECTION 19.1 – LAYOFF PROCEDURE**

The Board in accordance with Article II, Management Rights, may initiate layoffs. In the event of a Layoff, employees covered by this Agreement will be Laid Off in accordance with their length of service within the bargaining unit as provided in 65 ILCS 5/10-2.1-18, without regard to full time or part time status. All employees and the Union shall receive notice in writing of the Layoffs at least Sixty (60) Calendar Days in advance of the Effective Date of the Layoff. The Board shall not hire or contract out to other parties to perform the duties that only a bargaining unit employee may perform while there are bargaining unit members on Layoff.

**SECTION 19.2 – RECALL**

Employees who are Laid Off shall be placed on a Recall List. If there is a Recall, employees who are still on the Recall List shall be recalled in the reverse order of their Layoff, Full Time employees first, then Part Time employees, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for Recall shall be given fifteen (15) Calendar Days' notice thereof by Certified or Registered Mail, Return Receipt Requested with a copy to the Union. The employee must notify the Chief of Campus Police, or a designee, of the employee's intention to return to work within seven (7) Calendar Days after receiving a Notice of Recall. Such Notice of Intention to return shall be made by Certified Mail, Return Receipt Requested, and received by the Chief of Campus Police within the seven (7) day period. If an employee fails to timely respond to the Recall Notice, that employee's name shall be removed from the Recall List.

**ARTICLE XX  
INSURANCE**

**SECTION 20.1 – HEALTH/DENTAL INSURANCE**

The Board agrees to provide the same Medical Insurance Benefits at the same costs for the Full Time bargaining unit employees and their dependents to the extent provided herein as those granted to members of the Faculty of the College as set forth in the Faculty CBA.

**SECTION 20.2 – TERM LIFE INSURANCE**

The Board will provide each bargaining unit employee who works in excess of eight (8) hours per week with thirty-five thousand (\$35,000.00) of Term Life Insurance. The Insurer at the employee's option and expense may make additional amounts of Insurance for the employees and their dependents available. A Payroll Deduction will be made to cover the cost of such additional Insurance.

**SECTION 20.3 – INSURANCE REOPENER**

Starting in 2013 and thereafter on an annual basis for the term of this Agreement, the Union reserves the right to bargain about its ability to offer medical insurance coverage to its bargaining unit members, including providing insurance coverage through a Union-sponsored plan rather than through the College's insurance plan, so long as the basic level of insurance benefits are on the whole no less than those then being provided under the College's insurance plan and so long as the cost of the Union plan

is less expensive than the College's plan based on then current contribution rates paid for by the College. The basic level of insurance includes coverage levels, benefit levels, out-of-pocket expenses, co-pays, and deductibles. The College agrees to meet negotiate this one issue (medical insurance) upon receipt of a demand to bargain notice from the Union which must be received at a minimum of ninety (90) calendar days prior to the start of the College's open enrollment period

#### **SECTION 20.4 – PART TIME INSURANCE**

The Board agrees that the Union may provide insurance to part time employees at no cost to the Board. The Board also agrees to deduct from the employee any cost associated with this coverage as long as the employee signs the appropriate deduction authorization form.

#### **SECTION 20.5 – EMPLOYEE ASSISTANCE PROGRAM**

As of September 1, 2011, the Board agrees to provide Employee Assistance Program benefits to Part-Time Bargaining Unit Members at the same benefit level and costs as it does for all Full-Time bargaining unit members.

### **ARTICLE XXI MISCELLANEOUS PROVISIONS**

#### **SECTION 21.1 – TUITION WAIVER/REIMBURSEMENT**

A Full-Time employee, spouse or Income Tax Dependent may receive a Tuition Waiver for Credit and Noncredit Courses offered by the College. A Full-Time employee is responsible for the payment of all Required Course Fees. Tuition Waiver Forms are available in the Office of Human Resources.

An employee, who works one thousand (1000) hours or more per year, is also entitled to Full Tuition Reimbursement for Approved Job Related Courses taken outside the College only in the event that he/she passes the Courses in question. The employee's Supervisor, Area Administrator and the appropriate Vice President must approve all requests for Tuition Reimbursement in advance. Reimbursement is made after an employee presents evidence of a successful completion of the Course(s) to the Director of Human Resources. Part-Time employees are not entitled to this benefit.

Part Time employees are entitled to receive a Tuition Waiver for two (2) Courses offered by the College each Semester. Part Time employees who works one thousand (1000) hours or more per year are entitled to receive a Tuition Waiver for three (3) Courses offered by the College each Semester.

#### **SECTION 21.2 – REQUIRED TRAINING**

Training or Study Courses required of any employee covered by this Agreement and recommended by the Vice President of Administrative Services, Chief or Sergeant of Campus Police, Supervisor, or Training Officer shall be fully funded by the College.

The College will make every effort to offer In-Service Instruction in the Law Enforcement Field. For all Campus Police Officers, this is over and above the Firearms Qualification Instruction in Article 14, Section 14.5.

To properly facilitate In-Service Law Enforcement Training, the Campus Police Department will be a member of the North East Multi-Regional Training, Inc., for both **Full-Time** and **Part-Time** employees covered by this Agreement.

### **SECTION 21.3 – ADVANCED DEGREE PAY ADJUSTMENT**

Any employee covered by this Agreement who possesses an Associate Degree, Bachelor Degree, Master’s Degree, or Doctorate will receive an increase of two hundred and fifty dollars (\$250.00) to his/her Base Salary. Any employee covered by this Agreement who obtains an Associate Degree, Bachelor Degree, Master’s Degree, or Doctorate will receive an increase of two hundred and fifty dollars (\$250.00) to his/her Base Salary effective the First Day of the Month after proof of the existence of such Degree has been turned in to the Director of Human Resources.

### **SECTION 21.4 – OUTSIDE EMPLOYMENT**

All Full-Time employees covered by this Agreement shall provide the Chief of Campus Police or Designee a Written Denial of Outside Employment or the following:

1. Names of all places of employment including Addresses and Phone Numbers.
2. All Supervisor names.

The above is required in case of Emergency during which the employee must be contacted.

It is in the best interest of all parties to have an alert and non-distracted work force. Outside Employment positions, which shall be discouraged and/or denied, are:

1. Where the hours worked cause the employee such fatigue that he/she is unable to properly perform his/her duties and/or provide proper, timely relief for his/her predecessor on duty.
2. Where the type of Secondary Employment is prohibited by Law, or negatively reflects on the employee or the College.

With the exclusion of a Police Officer’s Firearm which is defined as equipment, outside employment will be “denied” if an employee’s uniform, badge, official vehicle, and/or equipment is utilized as a requisite for employment.

### **SECTION 21.5 – PRIORITY FOR PROMOTION**

The Board acknowledges that it is desirable to promote qualified bargaining unit employees to Open Unit or Open Unit Supervisory positions, but shall reserve the right to hire the most qualified people as it sees fit.

### **SECTION 21.6 – OFFICER IN CHARGE**

Any employee assigned by the Chief or Sergeant of Campus Police or Acting Supervisor for all or a substantial portion of a Work Shift shall be compensated at the rate of Twenty-Five Dollars (\$25.00) for that day.

## **SECTION 21.7 – REQUIREMENT TO COLLECTIVELY BARGAIN**

The Board shall be required to bargain collectively with regard to matters directly affecting Wages, Hours, and Terms and Conditions of Employment, as well as the impact thereon, upon request by the Union or its Representatives.

## **ARTICLE XXII UNIFORMS**

### **SECTION 22.1 – CLOTHING/CLEANING ALLOWANCES**

The Board agrees to maintain the uniform and clothing allowance system which is currently in existence. The current uniform allocation system is identified as a “Quarter Master System.” This system shall include body armor, shirt, slacks and any other equipment outlined in the negotiated 2011 General Orders.

The College shall provide, at its expense, a bulletproof vest and a vest cover for each Officer employed by the College. The vest and cover may only be used by the Officer while performing his/her duties as a Morton College Police Officer.

### **SECTION 22.2 – REPLACEMENT OF DAMAGED CLOTHING**

The Board agrees to continue its practice to Repair and/or Replace as necessary, a Uniform, Police Equipment, and Personal Property (deemed to be reasonable), as they are damaged or broken during the performance of the employee’s regular duties. All requests for replacement will be documented and the Voucher for Replacement filed with the employee’s Immediate Supervisor.

### **SECTION 22.3 – OFFICIAL JACKETS FOR CAMPUS POLICE OFFICERS**

The Board agrees to provide Official Cold Weather Uniform Jackets for Campus Police Officers. The Board reserves the right, in its sole discretion, to determine the type of jacket to be provided. The Board and the Union agree that the Official Cold Weather Uniform Jackets provided pursuant to this Section shall only be worn during the performance of the employee’s official duties and that said jackets shall be left in a secured area on campus, determined by the Board, upon completion of each employee’s shift.

### **SECTION 22.4 – UNIFORMS AND EQUIPMENT ADVISORY COMMITTEE.**

The Union shall establish a three (3) member Uniforms and Equipment Advisory Committee. The Committee’s function will be to offer recommendations relative to additions or deletions in the Departments Uniforms and Personal Equipment Program. The recommendations will be channeled through the Vice President of Administrative Services. Any and all recommendations made by the Uniform and Equipment Advisory committee will be advisory only.



**ARTICLE XXIII  
KILLED IN THE LINE OF DUTY**

The Board and the College agree to defray any and all reasonable Funeral and Burial Expenses for any Campus Police Officer Killed in the Line of Duty.

The Board and the College agree to provide the Officer's Spouse and minor Dependents, educational courses available at the College at no cost whatsoever.

The Board and the College agree to provide the Officer's Spouse and minor Dependents one (1) twenty five thousand dollars (\$25,000.00) cash settlement total if a Campus Police Officer is killed in the line of duty.

**ARTICLE XXIV  
ENTIRE AGREEMENT**

Each of the parties acknowledge that they had the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by Law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of their rights and opportunities are set forth in this Agreement.

**ARTICLE XXV  
GENERAL PROVISIONS**

**SECTION 25.1 – SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any Judicial Action, or by any existing or subsequently enacted Federal or State Legislation, or by Executive Order or other Competent Authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

**SECTION 25.2 – TERM OF AGREEMENT**

This Agreement shall be effective from July 1, 2016, and shall remain in full force and effect until June 30, 2021. It shall continue in effect from year to year thereafter unless a Notice of Demand to Bargain is given in writing by U.S. Certified Mail by either party no earlier than One Hundred Twenty (120) Days preceding expiration. The Notice referred to shall be considered to have been given as of the date shown on the postmark. Written Notice may be tendered in person, in which case the Date of Notice shall be the written date of receipt.

**SECTION 25.3 – IMPASSE**

The Resolution of any bargaining unit Impasse shall be in accordance with the Illinois Educational Labor Relations Act, as may be amended from time to time (115 ILCS 5/1 et.seq.), or as may otherwise be mutually agreed.

**SECTION 25.4 – CONTINUING EFFECT**

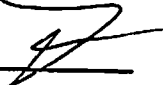
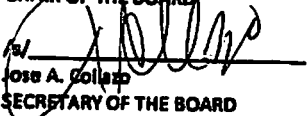
Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while Negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

**ARTICLE XXVI  
PRINTING OF AGREEMENT**

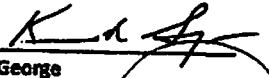

The Board shall be responsible for the printing of sufficient copies of the Agreement and shall provide the Union an opportunity to proof the Agreement prior to printing. The cost of printing the Agreement shall be borne by the Board. The Board shall distribute one (1) copy of the Agreement to each bargaining unit member and shall supply five (5) copies of the Agreement to the Union and a like number to the Campus Police Safety Office.

EXECUTED THIS 28 day of November, 2018, by the undersigned, all having been duly authorized by their respective parties and intending to be legally bound hereby:

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

/s/   
Frank J. Aguilar  
CHAIR OF THE BOARD  
/s/   
Jose A. Collazo  
SECRETARY OF THE BOARD

**METROPOLITAN ALLIANCE OF POLICE  
CHAPTER #654**

/s/   
Keith George  
MAP PRESIDENT  
/s/   
Jamie Perez  
CHAPTER #654, LOCAL PRESIDENT