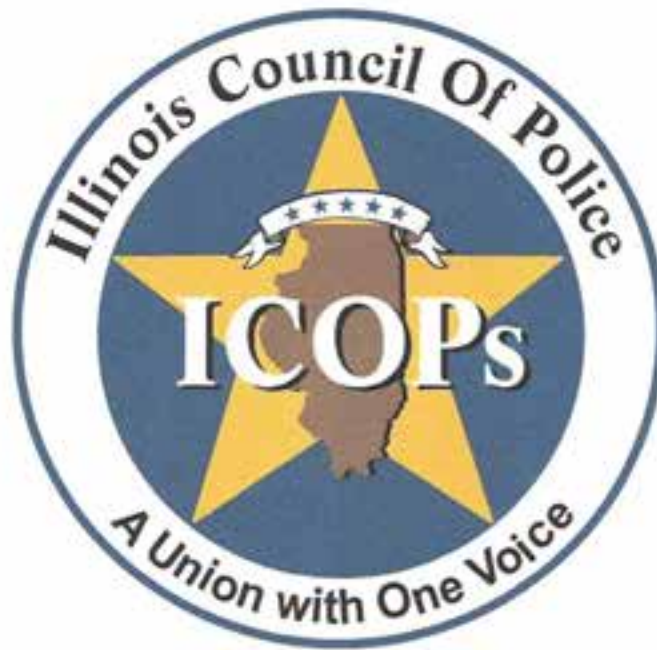


# AGREEMENT



Between

**Illinois Council of Police**

and

**William Rainey Harper College**

**Representing Part-Time Community Service  
Officers**

**July 1, 2018 to June 30, 2022**

**AGREEMENT BETWEEN**  
**WILLIAM RAINEY HARPER COLLEGE**  
**AND**  
**ILLINOIS COUNCIL OF POLICE**

Representing Part-Time Community Service Officers

July 1, 2018 to June 30, 2022

## TABLE OF CONTENTS

	<u>Page</u>
Introduction . . . . .	1
Preamble . . . . .	1
Article I. Recognition . . . . .	1
Article II. Board Rights . . . . .	2
Article III. No Strikes . . . . .	2
Article IV. Union-Board Relations	
4.1 Bulletin Board . . . . .	2
4.2 Public Information. . . . .	3
4.3 Board Meetings . . . . .	3
4.4 Dues Check off . . . . .	3
4.5 Use of Facilities and Equipment. . . . .	4
4.6 Printing of Agreement . . . . .	4
4.7 New Employee . . . . .	4
Article V. Grievance Procedure	
5.1 Purpose . . . . .	4
5.2 Definitions . . . . .	4
5.3 Procedures . . . . .	5
Article VI. Discipline and Dismissal	
6.1 Discipline and Dismissal Circumstances . . . . .	7
6.2 Conference . . . . .	8
Article VII. Employment	
7.1 Probationary Period . . . . .	8
7.2 Reduction in Force . . . . .	9
7.3 Subcontracting . . . . .	10
7.4 Posting . . . . .	10
7.5 Staffing . . . . .	10
7.6 Personnel Files . . . . .	11
7.7 Evaluative Material . . . . .	11
7.8 Equipment Safety . . . . .	12

Article VIII.	Vacation Leave							
8.1	Accrual of Vacation Leave	.	.	.	.	.	.	12
8.2	Use of Vacation Leave	.	.	.	.	.	.	12
8.3	Vacation Leave at Termination	.	.	.	.	.	.	13
Article IX.	Sick Leave							
9.1	Rate of Accumulation	.	.	.	.	.	.	13
9.2	Use of Sick Leave	.	.	.	.	.	.	14
Article X.	Leaves							
10.1	Jury Duty Leave	.	.	.	.	.	.	15
10.2	Reserve Duty Leave	.	.	.	.	.	.	15
10.3	Unemployment Compensation.	.	.	.	.	.	.	16
10.4	Family Medical Leave Act	.	.	.	.	.	.	16
Article XI.	Workers' Compensation	.	.	.	.	.	.	16
Article XII.	Hours of Work and Overtime							
12.1	Workweek	.	.	.	.	.	.	16
12.2	Workday	.	.	.	.	.	.	17
12.3	Overtime	.	.	.	.	.	.	17
12.4	Court Time	.	.	.	.	.	.	17
12.5	No Pyramiding	.	.	.	.	.	.	17
12.6	Emergency Conditions	.	.	.	.	.	.	17
Article XIII.	Compensation							
13.1	Wage Ranges	.	.	.	.	.	.	18
13.2	Wage Adjustment for 2018-2019.	.	.	.	.	.	.	18
13.3	Wage Adjustment for 2019-2020.	.	.	.	.	.	.	18
13.4	Wage Adjustment for 2020-2021.	.	.	.	.	.	.	18
13.5	Wage Adjustment for 2021-2022	.	.	.	.	.	.	19
13.6	Holiday Pay	.	.	.	.	.	.	19
13.7	Uniforms	.	.	.	.	.	.	19
13.8	Professional Training and Expense Benefits.	.	.	.	.	.	.	20
13.9	Pay Periods	.	.	.	.	.	.	20

13.10	College Training/Business Reimbursement . . . . .	20
Article XIV.	Retirement	
14.1	State Universities Retirement System . . . . .	20
14.2	Tax Sheltered Annuity . . . . .	21
Article XV.	Severability . . . . .	21
Article XVI.	Entire Agreement . . . . .	21
Article XVII.	Duration . . . . .	23
Appendix A	Wages Ranges . . . . .	24

## **INTRODUCTION**

This Agreement is entered into by and between the Board of Trustees of Community College District No. 512, Counties of Cook, Lake, Kane and McHenry and the State of Illinois, hereinafter referred to as the "Board," or the "College" and the Illinois Council of Police, hereinafter referred to as the "Union," as the exclusive collective bargaining agent for the employees in the bargaining unit as defined herein.

## **PREAMBLE**

The Union, having been designated collective bargaining agent for all part-time community service officers, and the College, having endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide, where not otherwise mandated by statute, for the wage schedule, fringe benefits, and other conditions of employment of the Harper College Police Department (formerly Public Safety) employees covered by this Agreement, all as set forth herein, the parties therefore agree to the following:

## **ARTICLE I – RECOGNITION**

The College recognizes the Union as the exclusive bargaining agent for all part-time community service officers and excluding regular, full-time Harper College Police Department Officers, Community Service Officer II's, and Community Service Officer I – Patrol and Community Service Officer I - Dispatch, the Police Chief the Deputy Police Chief), and all other supervisory, managerial, confidential, temporary, and short-term employees, as have been excluded by the Illinois Educational Labor Relations Act.

As used herein, the term "Police Department Employee" shall refer to those persons included in the bargaining unit described above.

## **ARTICLE II – BOARD RIGHTS**

The Board, on behalf of the electors of Community College District 512, retains and reserves the ultimate responsibilities for the proper management of the college district conferred upon and vested in it by the Statutes and Constitution of the State of Illinois and the United States.

Nothing herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under the Illinois Public Community College Act, the Illinois Educational Labor Relations Act, or any other national, state, county or local law or regulation applicable to an Illinois Community College.

## **ARTICLE III – NO STRIKES**

During the term of this Agreement and any extension thereof, neither the Union nor any member of the bargaining unit shall engage in, authorize or instigate any strike or other illegal concerted activity (sympathy strike, work stoppage, or withholding of services) directed against the College.

## **ARTICLE IV – UNION-BOARD RELATIONS**

### **4.1 Bulletin Board**

A bulletin board of reasonable size, labeled "Police Department Employees," shall be available in an area to be agreed upon by the parties. Such bulletin board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed by an appropriate officer thereof. Such materials shall not be derogatory of any person associated with the College and shall not include items, which are primarily endorsements of candidates for political office (other than offices of the Union).

#### **4.2 Public Information**

The College shall make available to the Union, upon written request, existing public information, including relevant financial statistics which are pertinent to the conduct of negotiations, the processing of a grievance, or the enforcement of the terms of this Agreement. Such materials shall be provided within ten working days, whenever possible, following a written request from the Union. The College shall not be obligated hereunder to research or compile data or to provide such information more than once.

#### **4.3 Board Meetings**

A copy of the Board Meeting Agenda, non-confidential exhibits and minutes of Board meetings shall be made available to the Union designee within a reasonable time following their distribution to the Board of Trustees. A copy of materials furnished to representatives of the press and other organizations shall concurrently be made available to the Union designee.

#### **4.4 Dues Check off**

The College shall deduct union dues from the salary of each Police Department employee covered by this Agreement in amounts as determined by the Union, provided the amount to be deducted shall be uniform for each Union member and provided the deduction is authorized in writing by the member. Such deduction shall be made no later than thirty (30) calendar days following receipt of the appropriate Union authorization by the designated College office.

An employee's authorization shall be deemed revoked upon termination of employment.

When the College makes such deductions and remits such union dues, the Union shall indemnify, hold harmless and defend the Board of Trustees, its members, agents and employees in any action, complaint or suit or other proceedings which may be brought under this Article.



#### **4.5 Use of Facilities and Equipment**

The Union may utilize College meeting room facilities to meet with employees covered under this Agreement during non-working hours, provided the Union shall promptly reimburse the College the facilities usage charge as prescribed in the College Facilities Usage Manual and for any additional expense or any damage occasioned by such use. Such use shall not interfere with any activity or function of the College. The Union will advise the College designee of the day and time that these meetings will take place.

#### **4.6 Printing of Agreement**

The College shall be responsible for the timely reproduction of this Agreement. Prior to printing this Agreement, both parties shall share proofreading and agree upon the contents. The cost of such reproduction shall be shared equally by the College and the Union.

#### **4.7 New Employee**

The Union shall be notified of the hire of each new part-time bargaining unit employee whose job classification is covered by this Agreement within thirty calendar days of the date of hire.

### **ARTICLE V – GRIEVANCE PROCEDURE**

#### **5.1 Purpose**

It is the purpose of this Grievance Procedure to resolve as promptly and as expeditiously as possible any allegations by an employee or the Union of misinterpretation of this Agreement.

#### **5.2 Definitions**

- 1) A grievance shall mean an allegation by an affected employee or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

- 2) As used in this Article, "days" shall mean Monday through Friday except days on which all bargaining unit members are excused from working.
- 3) An employee may have union representation at any meeting, hearing or appeal relating to a grievance which has been formally presented.
- 4) The President of the Union or designee shall be advised of any meeting, hearing or appeal relating to a grievance which has been formally presented and a representative of the Union shall have the right to attend such meeting, hearing or appeal.
- 5) The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal within the grievance procedure or otherwise. If the designated representative of the College shall neglect to proceed or render a decision within the time limits, the grievance may be advanced to the next step of the grievance procedure. Time limits, may, however, be extended by mutual written agreement.

### **5.3 Procedures**

The party asserting a grievance shall attempt to resolve the problem through informal communication with the Deputy Chief of Police.

**Step 1.** If the informal process with the Deputy Chief of Police shall fail to resolve the problem, the grievant(s) may formally present the grievance in writing to the Chief of Police who will arrange for a meeting to be held within fourteen (14) calendar days to review the grievance. The formal written grievance shall clearly identify the grievant(s), summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is being requested. The filing of the formal written grievance at this step must be within fourteen (14) calendar days of the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably have become

aware of the occurrence. The Chief of Police or designee shall provide a written answer to the grievant with a copy to the Union within fourteen (14) calendar days of the meeting. The answer shall include the reasons for the decision.

**Step 2.** If the grievance is not resolved at the preceding step, the Union and/or the grievant may refer it to the Executive Vice President of Finance and Administrative Services or designee by filing the same in writing within fourteen (14) calendar days of receipt of the answer from step one. The Executive Vice President of Finance and Administrative Services or designee will arrange for a meeting to be held within fourteen (14) calendar days of such referral to review the grievance. Each party shall have the right to include in its presentation of facts such witnesses as it deems necessary to develop facts pertinent to the grievance. A written answer, including reason(s), shall be provided to the grievant with a copy to the Union within fourteen (14) calendar days of the meeting provided for in this paragraph.

**Step 3.** If the grievance is not resolved at the preceding step, the Union may refer it to the College President or designee by filing the same in writing within fourteen (14) calendar days of receipt of the answer from the Executive Vice President of Finance and Administrative Services or designee. The President or designee will arrange for a meeting to be held within fourteen (14) calendar days of such referral to review the grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the grievance. A written answer, including reason(s), shall be provided to the grievant with a copy to the Union within fourteen (14) calendar days of the meeting provided for in this paragraph.

If the grievance arises from a decision at the Executive Vice President of Finance and Administrative Services' level, the grievance may be initiated at Step 3 provided such is filed within the time limits prescribed in Step 1.

**Step 4.** If the grievance is not resolved at the President's level, the Union may submit it to binding arbitration, provided written notice indicating such is filed with the President or designee within fourteen (14) calendar days of the answer at the President's level, or if no answer is filed, within fourteen (14) calendar days of the last day on which such answer was due. The Union shall promptly request the American Arbitration Association to provide a panel of qualified Arbitrators who are members of the National Academy of Arbitrators from which the parties may make a selection pursuant to the practices of the American Arbitration Association.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her by the College and the Union, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express, relevant language of this Agreement. The arbitrator is empowered to include in his award such remedies as shall be within his/her lawful authority. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the College and the Union. The parties likewise shall share the expense of any transcript(s), which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.

## **ARTICLE VI – DISCIPLINE AND DISMISSAL**

### **6.1 Discipline and Dismissal Circumstances**

The typical disciplinary sequence for an employee shall be:

- (1) Verbal warning;
- (2) Written warning, with a copy to the employee's personnel file;
- (3) Up to a thirty (30) day suspension without pay;
- (4) Dismissal.

Disciplinary action, up to and including termination of employment, shall be for a violation of College policy, rule or regulation, or for any illegal act and shall be administered in a timely and progressive manner except that, in instances of criminal activity, gross abuse of authority, or substantial misconduct or incapacity which brings discredit to the College, suspension may occur as the first step. Then, subsequent dismissal may result depending on the severity of the circumstances of the offense as determined by the College.

An employee is entitled to union representation at a meeting called for the specific purpose of disciplining the employee. If a non-disciplinary meeting turns into a disciplinary meeting, the employee is entitled to recess the meeting for a reasonable period of time and request a union representative before continuing with the disciplinary meeting.

An arbitrator shall have the authority to order the restoration of employment of a dismissed employee pursuant to this section only if accompanied by a finding of violation of the employee's substantive rights. The arbitrator in such cases shall reduce any back pay award by any amount earned by the employee during the period he/she was not working and by any Unemployment Compensation payments earned during such period.

## **6.2 Conference**

Except when detrimental to the general welfare of the College, an employee shall have the opportunity, prior to dismissal or suspension, without pay, to request and have Union representation, at a conference with his/her supervisor and at that time to have full opportunity to review the reason(s) for suspension or dismissal without pay and have an opportunity to rebut such reason(s).

# **ARTICLE VII – EMPLOYMENT**

## **7.1 Probationary Period**

The probationary period for each Police Department part-time community service officer shall be twelve (12) calendar months. The College reserves the right to extend such probationary period for good reasons and in no event shall such extension be for more than two (2) additional months. The College shall promptly notify the union of such extension of the probationary period.

Any benefit leave accrued by a part time CSO during the probationary period shall not be available for use until the successful conclusion of twelve (12) months of the probationary period. There shall be no seniority among probationary employees.

The College reserves the right to terminate, suspend or discipline any probationary employee and such termination, suspension or disciplinary action shall not be grievable under Article V of this Agreement.

## **7.2 Reduction in Force**

If the College determines that a reduction in force is necessary, resulting in a decrease in the number of employees covered by this Agreement, the decrease shall be based on a variety of factors as determined by the College. Such factors shall include, but are not limited to, job performance, skill, ability, experience, mental and physical ability to perform assigned duties and the needs of the College.

If the College determines to fill the affected positions within twelve (12) months of the date of termination, these positions shall first be offered to those employees who were laid off from the positions.

Such offers of employment shall be transmitted in writing and delivered by certified mail to the employee's last known mailing address. If the recalled employee rejects the offer of reinstatement or does not respond to such offer of

reinstatement within fourteen (14) calendar days of the date of mailing, the College's obligation hereunder shall be terminated.

### **7.3 Subcontracting**

If the College should desire to subcontract work being performed by bargaining unit members, it may do so subject to the grievance procedure.

### **7.4 Posting**

If the College determines that it is necessary to create a new position in the bargaining unit or to fill a vacant position in the bargaining unit, such position shall be posted electronically for seven (7) calendar days. The College issues regular electronic notifications of its employment vacancies to all current employees.

### **7.5 Staffing**

It is understood that all staffing decisions for the department are the sole responsibility of the administration.

All "vacant" shifts are identified via the HCPD Staffing calendar located at [g:/PUBSAFT/FY--Staffing](#).

Generally, a part-time CSO may apply to be assigned a particular "vacant" shift by identifying that "vacant" shift more than five calendar days prior to the shift assignment. Part-time CSOs cannot ask for or accept scheduling for more hours than their assigned HR category allows (i.e., <19 hours, 19-29 hours) without specific authorization, in writing, from the Deputy Chief of Police or Chief of Police.

Part-time CSOs may request to fill a "vacant" shift after identifying said "vacant" shift and approaching that shift's Team Leader indicating their desire to be assigned to the "vacant" shift.

In the event of multiple requests for the same shift, administration will assign the shift to the first "in" shift request (making written shift requests important). In the event of multiple requests for the same shift arriving at the same time and date, a lottery will be utilized as the determining factor.

#### **7.6 Personnel Files**

An employee shall have the right to examine his/her personnel file in the Human Resources Office in accordance with College policy and the Illinois Personnel Records Review Act. Such request shall be made in writing and shall be honored without undue delay if made during normal business hours. A designee of the College administration may be present during such review. Nothing shall be permanently removed from the file without the consent of the employee and the College President or his designee. An employee may petition the College President to have a disciplinary notice removed from the personnel file if it has been in the file for five (5) years or more. An employee may reproduce material from his/her files at the cost established by College policy.

No material from an employee's personnel file shall be made available to personnel or agencies not employed by or affiliated with the College without the employee's consent, except as required by law, court order or records subpoena or as necessary pursuant to the regular operations of the College. However, this shall not preclude the College from responding as required with regard to verification of employment.

#### **7.7 Evaluative Material**

A copy of all evaluative material relating to an employee shall be retained in his/her official personnel file in the Human Resources Office.

Before evaluative material is placed in the personnel file, a copy of such material shall have previously been made available to the employee. The employee shall have acknowledged receipt of such evaluative material but such



acknowledgment shall not signify anything other than receipt of a copy of the material. Should the employee refuse to sign the material, the supervisor shall write on the material that the employee refused to sign, date it and sign his/her name to the material.

The employee shall have the right to respond to any material placed in his/her file by submitting the response in writing within ten (10) working days of the filing of the original material. Such response shall be attached to the file copy.

#### **7.8 Equipment Safety**

The College agrees that no unsafe or improperly maintained or non-functioning equipment that would jeopardize an employee's safety shall be knowingly assigned to employees covered by this Agreement. Any malfunctioning equipment essential to the employee's daily duties will be maintained and/or repaired in a timely fashion. The same shall be reported and documented to the officer's Deputy Chief of Police.

### **ARTICLE VIII – VACATION LEAVE**

#### **8.1 Accrual of Vacation Leave**

Part-time employees who work an average of 19 hours per week or more shall accrue pro-rated vacation leave benefits. Vacation leave will not accumulate while an employee is on a leave of absence, short-term disability or long-term disability.

#### **8.2 Use of Vacation Leave**

1. Vacation leave may be taken only to the extent that it is actually earned.
2. Vacation leave must be approved by the Team Leader of the shift being vacated and Deputy Chief of Police. Requests for vacation leave must be submitted at least five (5) working days (Monday through Friday) prior to the start of the leave, except in an emergency when such approval shall be

requested as soon as possible thereafter. Leave requests submitted within these time-frames shall be approved in a reasonable and timely manner.

3. Vacation leave must be taken in either half-day or full-day increments.
4. Vacation leave must be recorded on the employee's payroll report.

Contingent upon the successful completion of the probationary period, a probationary employee will accrue vacation leave during the probationary period of their employment. Vacation leave will not be paid if the probationary period is not completed.

5. Vacation leave will not accumulate while an employee is on an unpaid leave of absence, short-term disability or long-term disability.

An employee absent the working day before or following a vacation period will be requested to submit a satisfactory reason for the absence in writing with their absence report form along with the specific approval of their supervisor to be absent for the working day(s). Failure to provide such satisfactory reason will result in loss of pay for the working day(s) Total earned vacation leave which is allowed to be carried over from one (1) year to the next is one year's vacation allowance. Any excess vacation leave will be forfeited on July 1st of each year.

### **8.3 Vacation Leave at Termination**

Upon termination of employment, unused earned vacation time will be paid at the employee's current salary rate. Vacation leave will be prorated to the nearest half-day.

## **ARTICLE IX – SICK LEAVE**

### **9.1 Rate of Accumulation**

Part-time employees who work an average of 19 hours per week or more shall accrue pro-rated sick leave benefits. Sick leave will not accumulate while an employee is on a leave of absence, short-term disability or long-term disability.

## **9.2 Use of Sick Leave**

1. Sick leave can be taken only to the extent that it is actually earned.
2. Sick leave must be reported on the employee's payroll report. The charging of absence time for the purposes of sick leave for a part-time employee shall be treated as if the employee worked the same number of hours each workday.
3. For an illness of more than five (5) consecutive working days, or for an absence of less than five (5) consecutive working days as reasonably deemed necessary by the College, a certificate from the employee's doctor may be requested to verify an illness or to ensure that the employee was recovered sufficiently to return to work.
4. Sick leave can be used only in cases of personal illness, quarantine, or medical emergency in the employee's immediate family. Medical emergency is defined as a hospital admission, the critical care of a member of the immediate family or the illness of a dependent child. Medical emergencies are limited to a maximum of five (5) working days. Employee's immediate family is defined as the employee's parents, spouse, children, grandchildren, grandparents or parents-in-law. Appointments with doctors or dentists should be scheduled on non-working hours.
5. An employee must call his/her supervisor promptly on the first day of an illness or accident, except in an emergency when the employee is unable to call, and every day thereafter. An employee who is hospitalized or convalescing at home for a period of sickness or following an accident shall not be required to call each day, but must personally report to his/her supervisor by telephone at least once each week. If the supervisor is not available, the employee may leave an absence report call with the supervisor's office clerical staff.
6. All calls should be placed to the dispatcher no later than two (2) hours prior to the start of the scheduled workday. If the absence report call is not made within that period of time, the employee will have violated the call-in procedure. An employee's violation of the call-in procedure is subject to

disciplinary action and may result in denial of sick leave pay for the days of absence occurring after the violation of the call-in procedure. Exceptions to this call in procedure will be for emergency reasons only.

7. The College reserves the right to require an employee to report to a physician of the College's choice in order to determine whether the employee is entitled to sick leave benefits. Such physician visit will be paid for by the College.
8. In the case of extended illness, unused vacation time must be taken before applying for short-term or long-term disability.
9. An employee arriving at work two (2) hours after the normal starting time or leaving two (2) hours before the normal quitting time due to illness shall be charged for one-half (.5) day of sick leave.
10. Sick leave will not be paid during the terminal leave period (the last two (2) weeks of employment) without the approval of the Deputy Chief of Police immediate supervisor and the Chief Human Resources Officer Director of Human Resources.

## **ARTICLE X – LEAVES**

### **10.1 Jury Duty Leave**

An employee who is summoned and reports for jury duty shall be granted leave to fulfill such duty. The College shall compensate the employee, who is required to serve as a juror during a working day on which he/she otherwise would have been scheduled to work, for his/her regular salary during such a period of leave. The employee shall present proof of such service to his/her supervisor and may retain the jury duty fees and expense reimbursement.

### **10.2 Reserve Duty Leave**

The College will abide by all State and Federal statutes regarding military leave during the duration of this Agreement.

### **10.3 Unemployment Compensation**

As a condition precedent to all leaves of absence, each employee agrees to waive any claim of whatsoever nature for unemployment compensation during the period of such leave.

### **10.4 Family Medical Leave Act**

The College agrees that any Police Department Employee (male or female) shall be governed by the policy and procedure in accordance with the Federal Family Medical Leave Act.

## **ARTICLE XI – WORKERS' COMPENSATION**

In accordance with the Worker's Compensation Act, an employee who is injured at the College during working hours and who meets the provisions of the Act is eligible to receive payment for medical expenses and partial salary compensation. An employee who is injured at the College during working hours must immediately report the accident to his/her supervisor and obtain immediate first aid from the College Health Services Department, if open, or from the nearest appropriate medical facility.

If unable to perform normal duties, the employee must secure a statement from his/her physician verifying their inability to perform their assigned duties due to medical reasons in order to be eligible for Worker's Compensation benefits. In order to continue eligibility for Worker's Compensation, the employee must continue to provide the College with proper documentation from his/her physician, as requested.

## **ARTICLE XII – HOURS OF WORK AND OVERTIME**

- 12.1 Workweek** Employees will typically be scheduled over a seven (7) day period as designated by the College, except that the employee's designated workweek

may be changed by the College as circumstances warrant and/or based upon staffing needs within the Police Department.

## **12.2 Workday**

The normal workday shift shall consist of eight-and-one-half (8.5) consecutive hours including an unpaid thirty (30) minute lunch period each day, subject to emergency work duties or overtime assignments.

## **12.3 Overtime**

Overtime must be approved in advance by the appropriate supervisor and shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for hours actually worked in excess of forty (40) hours per week. Assigned hours not worked due to vacation leave, illness or leave without pay will not apply for purposes of calculating hours worked for overtime compensation.

## **12.4 Court Time**

An employee who is required to make a court appearance related directly to their duties at the College outside their normal hours of work shall be paid for a minimum of two (2) hours at the employee's regular straight time rate of pay or overtime rate of pay if the overtime requirements have been satisfied. A copy of the court appearance notice must be submitted with the request for court time payment.

## **12.5 No Pyramiding**

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

## **12.6 Emergency Conditions**

The College President or designee reserves the right to close the campus for students, faculty and/or other employee groups during an emergency event, but

to have it remain open for purposes of carrying out required business. A Police Department employee who is required to either continue working or report to work during such periods of emergency event shall be paid at the employee's regular straight time rate of pay or overtime rate of pay if the overtime requirements have been satisfied.

## **ARTICLE XIII – COMPENSATION**

### **13.1 Wage Ranges (Effective July 1, 2018)**

The wage ranges for employees covered under this Agreement shall be as set forth in Appendix "A" for 2018-19.

### **13.2 Wage Adjustment for 2018-19**

The wage increase for 2018-19, for an employee hired prior to April 1 of the fiscal year, shall become effective with the first full pay period in July 2018 and shall be 2.1% of the 2018-19 base wage budget, distributed according to the schedule.

### **13.3 Wage Adjustment for 2019-20**

The wage increase for 2019-20, for an employee hired prior to April 1 of the fiscal year, shall become effective with the first full pay period in July 2019 and shall be based on the Consumer Price Index-Urban (CPI-U) as of December 31, 2018, with a range from a low of one and one-half percent (1.5 %) to a maximum of two and one-half -percent (2.5 %) of the 2019-20 base wage budget, distributed according to the schedule.

### **13.4 Wage Adjustment for 2020-21**

The wage increase for 2020-21, for an employee hired prior to April 1 of the fiscal year, shall become effective with the first full pay period in July 2020 and shall be based on the Consumer Price Index-Urban (CPI-U) as of December 31, 2019, with a range from a low of one and one-half -percent (1.5 %) to a maximum of

two and one-half -percent (2.5 %) of the 2020-21 base wage budget, distributed according to the schedule.

### **13.5 Wage Adjustment for 2021-22**

The wage increase for 2021-22, for an employee hired prior to April 1 of the fiscal year, shall become effective with the first full pay period in July 2021 and shall be based on the Consumer Price Index-Urban (CPI-U) as of December 31, 2020, with a range from a low of one and one-half -percent (1.5 %) to a maximum of two and one-half -percent (2.5 %) of the 2021-22 base wage budget, distributed according to the schedule.

A one-time, non-precedent setting .50 cent per hour wage compression increase in years #1 and year #3, will apply to any employee with ten (10) or more years of service on July 1, 2018.

### **13.6 Holiday Pay**

Any employee scheduled to work on a holiday will be paid one and one-half (1 and one 1/2) times their regular rate of pay for any hours worked on the actual recognized Holiday.

Recognized Holidays:

- 1) New Year's Day (January 1)
- 2) Martin Luther King's Birthday (3rd Monday in January)
- 3) Lincoln's Birthday (as observed in College calendar)
- 4) Memorial Day (as observed in College calendar)
- 5) Independence Day (July 4)
- 6) Labor Day (1st Monday in September)
- 7) Thanksgiving Day (4th Thursday in November)
- 8) Christmas Eve Day (December 24)
- 9) Christmas Day (December 25)
- 10) New Year's Eve Day (December 31)

### **13.7 Uniforms**

The College shall provide all part-time uniformed employees, at the time of hire, two complete sets of uniforms. All uniforms shall be prescribed by the Chief of Police or designee as specified in the Harper College Police Operations Manual.



Replacement of excessively worn uniforms shall be consistent with the "Quartermaster" process. A response from the Chief of Police or his designee will be provided to the requesting member officer within ten (10) calendar days of the submission request for uniform replacement.

Body armor with an outer uniform carrier will be supplied to each employee that does not have a current valid vest. A vest will be provided as soon as an employee is officially hired to the position. At such time as his/her vest is no longer under warranty by the manufacturer, the vest will be replaced. Any outer vest carriers must meet the approval of the Chief of Police.

### **13.8 Professional Training and Expense Benefits**

At the direction and prior approval of the Chief and Deputy Chief Part Time CSOs may be provided professional training and expenses as long as said training and expenses are related to the position they serve.

### **13.9 Pay Periods**

An employee covered under this Agreement shall receive his/her wages in regular installments as determined by the College.

### **13.10 College Training/Business Reimbursement**

A regular part-time employee who is off College property for his/her entire shift on pre-approved work related training or pre-approved College business shall be reimbursed for appropriate meal and travel expenses in accordance with the College reimbursement procedures.

## **ARTICLE XIV - RETIREMENT**

### **14.1 State Universities Retirement System (SURS)**

A part-time employee covered by this Agreement shall participate in and be covered by the benefits of the State Universities Retirement System (SURS).

#### **14.2 Tax-Sheltered Annuity**

Voluntary employee salary reductions for Internal Revenue Code Section 403(b) tax-sheltered annuities and 457(b) deferred compensation shall be available to all employees covered by this Agreement. Contracts shall be arranged individually through the Office of the Executive Vice President of Finance and Administrative Services of Administrative Services or designee, subject to reasonable regulation by the Board.

### **ARTICLE XV - SEVERABILITY**

In the event that any Article, paragraph, section or sub-section of this Agreement shall be held invalid and unenforceable by the Illinois Educational Labor Relations Board (IELRB) or any court of competent jurisdiction, or by any change in any subsequently enacted federal or state legislation which would prohibit or nullify any section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific section, sub-section or portion thereof specified by the IELRB or Court decision, or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect.

### **ARTICLE XVI – ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire Agreement between the parties. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue whether known or unknown and that

the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The terms and conditions set forth in this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written amendment to this Agreement.

**ARTICLE XVII – DURATION**

This Agreement shall be effective on the date of its execution by both parties or as otherwise specifically indicated in this Agreement and shall remain in full force and effect through 11:59 p.m. on June 30, 2022.


Agreed to, signed and entered into this 16<sup>th</sup> day of May, 2018.


BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT 512  
WILLIAM RAINEY HARPER COLLEGE

ILLINOIS COUNCIL OF POLICE

  
\_\_\_\_\_  
Gregory Dowell  
Chair

  
\_\_\_\_\_  
Norm Frese  
ICOP President

  
\_\_\_\_\_  
Nancy Robb  
Secretary

  
\_\_\_\_\_  
Lenard Henderson  
Harper Part-time ICOP President

APPENDIX "A"  
Wage Ranges become Effective July 1

Community Service Officer I Patrol, Part-Time

<u>FY</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
2018-2019	\$14.41	\$17.59	\$20.75
2019-2020	TBD	TBD	TBD
2020-2021	TBD	TBD	TBD
2021-2022	TBD	TBD	TBD