

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SOUTHWESTERN ILLINOIS COLLEGE

COMMUNITY COLLEGE DISTRICT # 522

AND

Illinois Council of Police - SWIC Public Safety Employees Union

2016-2019

ARTICLE A. CONTRACT ADMINISTRATION

Section 1 Parties to the Agreement ----- 4

Section 2 Recognition of Exclusive Bargaining Representative----- 4

Section 3 Recognition of Management Rights ----- 4

Section 4 Board/Administration Implementation Guarantee----- 4

Section 5 Union No Strike Guarantee ----- 4

Section 6 Fair Share Fees----- 5

Section 7 Contract Grievance Procedures----- 5

Section 8 Definition of Contract Terms ----- 7

ARTICLE B. CONDITIONS OF EMPLOYMENT

Section 1 Employment Procedures----- 9

Section 2 Probationary Period ----- 13

Section 3 Performance Evaluation ----- 14

Section 4 Discipline/Termination of Employment ----- 15

Section 5 Work Schedules----- 16

Section 6 Required Overtime ----- 17

Section 7 Voluntary Overtime/Extra Shifts ----- 17

Section 8 Emergency Periods----- 18

Section 9 Flexible Scheduling ----- 18

Section 10 Legal Defense in Course of Duty----- 18

Section 11 Uniforms and Equipment ----- 19

Section 12 Assignment ----- 19

Section 13 Fit For Duty ----- 19

Section 14 Light Duty ----- 20

ARTICLE C. HOLIDAYS AND LEAVES

Section 1 Holidays-----19
Section 2 Earned Paid Leave for Part Time Employees -----20
Section 3 Paid Leaves for Full Time Employee-----21
Section 4 Jury Duty -----23
Section 5 Unpaid Leaves -----23
Section 6 Leave Reports -----26

ARTICLE D. EMPLOYEE BENEFITS

Section 1 Flexible Benefits Program ----- 26
Section 2 Financing of the Flexible Benefits Program -----27
Section 3 Section 403 (b) Savings Program -----27
Section 4 Reduced Community College District 522 Tuition-----28
Section 5 Educational Incentive Allowance -----28

ARTICLE E. COMPENSATION

Section 1 Starting Wage Rates-----29
Section 2 Increases in Wage Rates for Continuing Employees -----29
Section 3 Compensation Limitation/Prohibition on SURS Employer-Contribution-----30

ARTICLE F. MISCELLANEOUS PROVISIONS

Section 1 Term of Agreement ----- 30
Section 2 Severability of Contract Provisions-----30
Section 3 Entire Agreement-----31

ARTICLE G. SIGNATURE PAGE

Attachment A - Employee Grievance Form-----32
Attachment B - Employee Performance Evaluation -----33
Attachment C – Corrective Action Plan----- 35

Attachment D – Personal Development Plan	37
Attachment E – Unsatisfactory Performance	37
Attachment F – Performance Elevation Waiver	38
Attachment G – Memorandum of Understanding	39

ARTICLE A. CONTRACT ADMINISTRATION

Section 1. Parties to the Agreement

This Collective Bargaining Agreement (Agreement) is made and entered into by and between the Board of Trustees of Southwestern Illinois College, Community College District No. 522, hereinafter referred to as the "Board", and the Illinois Council of Police – Southwestern Illinois College Chapter, hereinafter referred to as the "Union", for the purpose of setting forth the duties required of, and wages, hours and terms and conditions of employment for Public Safety Employees.

Section 2. Recognition of Exclusive Bargaining Representative

For the purpose of collective bargaining with respect to wages, hours and the terms and conditions of employment, the Board recognizes the Union as the sole and exclusive representative for all Public Safety Employees excluding all members of other bargaining units and all managerial, confidential and/or supervisory positions excluded by law.

Section 3. Recognition of Management Rights

The Board retains its statutory rights governing inherent managerial rights of the employer, through its management officials, including, but not limited to, the following:

- A. determine the overall budget of the Board;
- B. set standards for service to the public;
- C. determine the functions of the employer;
- D. determine its organizational structure;
- E. selection of new employees; and
- F. direction of employees.

Section 4. Board/Administration Implementation Guarantee

- (a) The Board agrees to implement its rules and policies as they pertain to Public Safety Employees in a fair, impartial and consistent manner.
- (b) In order to enhance communications between the parties to this Agreement, the Board authorizes the College President to consider and to approve release time on an as needed basis for members of the bargaining unit. Requests for release time shall be made in writing at least three working days prior to the desired date of release and shall be courtesy-copied to the Public Safety Employee's immediate supervisor and to the Vice President of Administrative Services.

Section 5. Union No Strike Guarantee

The Union agrees that there shall be no strike, withholding of services or other refusal to render full and complete service to the Board during the term of this Agreement. The no-strike promise includes the agreement that no employee covered by this Agreement shall engage in any strike, slowdown or concerted interruption of operations at Southwestern Illinois College, Community College District No. 522, including sympathy strikes.

Section 6. Dues Check-Off and Fair Share Fees

The College shall deduct Union dues from the salary of each Public Safety Employee covered by this Agreement in amounts as determined by the Union, and shall promptly transmit such funds to the Union, provided that the amounts to be deducted shall be uniform for each Union member and provided that the deduction is authorized in writing by the member. Union dues shall be deducted from the salaries of Public Safety Employees and transmitted to the Union on the same schedule (semi-monthly) that the College normally pays its Public Safety Employees.

All Public Safety Employees covered by this Agreement who choose not to become members of the Union, for as long as they remain non-members of the Union, shall pay to the Union each month, starting with the first full month of employment, their fair share of the costs of the services rendered by the Union that are chargeable to non-members under State and Federal law.

The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with Federal and State law and Labor Board rules.

Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union within ten (10) work days of said deduction unless required to remit fee to the Labor Board for escrow.

The Board shall cooperate with the Union to ascertain the names of all employees who are non-members of the Union from whose earnings the fair share payments shall be deducted and their work location and shall provide the Union space to post a notice concerning fair share.

The Union and the Board shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.

Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions.

Section 7. Contract Grievance Procedures

The following grievance procedures shall be used to resolve as promptly and as expeditiously as possible any allegations/complaints raised by the Union and/or its members concerning the interpretation or application of the provisions of this Agreement. A grievance shall mean a dispute or difference of opinion raised by an employee against the employer involving as to him/her the meaning, interpretation, or application of the provisions of this agreement. The Union and/or a Union member may initiate a grievance, and may be represented by a Union official, staff representative, on-site representative or attorney at any meeting,

hearing, or appeal relating to a grievance presented. The failure of the grievant to act on any grievance within the time-limits prescribed in this Section will act as a bar to any further appeal within this grievance procedure; however, time limits may be extended by written agreement of the parties to the grievance. The party asserting a grievance may attempt to resolve the allegation/complaint through informal communication with the immediate supervisor.

1. An employee must file a grievance within thirty (30) calendar days of getting knowledge of the act giving rise to the grievance in writing with his/her immediate supervisor. The immediate supervisor shall render a written decision on the grievance within fourteen (14) calendar days after receipt of the written grievance. The Grievance Form is attached as Attachment A to this contract.
2. If the grievance is not satisfactorily resolved at this point, the employee has the right to file a written appeal within fourteen (14) calendar days of receiving the supervisor's response, to the Director of Public Safety. The Director will attempt to resolve the problem to the satisfaction of the employee and the supervisor within fourteen (14) calendar days of receiving the grievance.
3. If the grievance is not satisfactorily resolved, the employee has the right to file a written appeal within fourteen (14) calendar days of receiving the response of the Director of Public Safety. Within fourteen (14) calendar days after the filing of the appeal, the Vice President for Administrative Services, or Vice President within Public Safety's Chain of Command, shall interview the employee and shall render a written decision to the employee.
4. If the grievance is not satisfactorily resolved, the employee has the right to file a written appeal within fourteen (14) calendar days of receiving the response of the Vice President of Administrative Services. Within thirty (30) calendar days after the filing of the appeal, the College President shall interview the employee and shall render a written decision to the employee. This interview shall include the grieving employee, a union representative, the Director of Public Safety and the Vice President of Administrative Services.
5. If the grievance is not satisfactorily resolved, within thirty (30) calendar days after receiving the decision of the President the Union may appeal the grievance to arbitration. When an appeal to arbitration has been made, the parties shall first attempt to agree on an arbitrator to hear and decide the grievance. If the parties are unable to agree upon an arbitrator within fifteen (15) calendar days of the appeal to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The arbitrators shall be selected from the panel utilizing a striking procedure, with the parties requesting arbitration having to first strike.
6. An arbitration hearing shall be held at a site and at a time mutually selected by the parties. No more than one grievance shall be submitted for determination by the arbitrator except by written agreement to the contrary. At the hearing, each side shall be afforded the opportunity to be represented by representatives of its own choosing, to state a position and to present witnesses on its behalf. Joint expenses of arbitration (including the fees and expenses of the arbitrator, the cost, if any, of

the hearing room, and the cost of a written transcript) shall be divided equally between the College and the Union. Each party, however, shall be responsible for compensating its own representatives and witnesses.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the agreement. He shall consider and decide only the specific issue submitted to him by the parties and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable Federal and State law, or rules and regulations having the effect of law. The arbitrator's decision shall be based solely upon his interpretations of the meaning or application of the specific terms of the agreement to the facts of the grievance presented, consistent with applicable law, and shall be rendered in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties whichever is later. Consistent with these provisions the arbitrator shall have the authority to make the award and to order the applicable remedy if applicable. The award of the arbitrator shall be binding on both parties.

Section 8. Definition of Contract Terms

Contract terms used throughout this Agreement are defined as follows:

- a. Public Safety Employees – Unless the context herein indicates otherwise, Public Safety Employees shall include Full-Time Commissioned Public Safety Officers, Part-Time Commissioned Public Safety Officers, Full-Time Non-Commissioned Public Safety Officers, Part-Time Non-Commissioned Public Safety Officers, Full-Time Dispatchers and Part-Time Dispatchers.
- b. Full-Time Public Safety Employees – Full-Time Public Safety Employees shall include Full-Time Commissioned Public Safety Officers and Full-Time Non-Commissioned Public Safety Officers.
- c. Part-Time Public Safety Employees – Part-Time Public Safety Employees shall include Part-Time Commissioned Public Safety Officers, Part-Time Non-Commissioned Public Safety Officers and Part-Time Dispatchers.
- d. Probationary Public Safety Employees - Public Safety Employees employed under the provisions of this Agreement are regarded as probationary employees for the first twelve (12) months of their employment within a job classification.
- e. Continuing Status Public Safety Employees - Probationary Public Safety Employees who have satisfactorily completed the probationary period will be automatically classified as Continuing Status Public Safety Employees.
- f. Commissioned Public Safety Officer – Commissioned Public Safety Officers are Public Safety Employees hired as Public Safety Officers who meet the requirements of section 3-42.1(a) of the Illinois Public Community College Act (110 ILCS 805/3-42.1(a)) and the requirements of the Illinois Police Training Act (50 ILCS 705/1 et seq.), have completed a training course for “law-enforcement/peace officers”, administered by the Illinois Law Enforcement Training Standards Board, received a certificate attesting to the successful completion of such training course, or have been granted a waiver, by the

Illinois Law Enforcement Training Standards Board, of such training course, and have satisfied the training standards for Commissioned Public Safety Officers set forth in the Southwestern Illinois College Board of Trustees Policies and Administrative Procedures.

- g. **Non-Commissioned Public Safety Officer – Non-Commissioned Public Safety Officers** are Public Safety Officers hired as Public Safety Officers who meet the requirements of section 3-42.1(b) of the Illinois Public Community College Act (110 ILCS 805/3-42.1(b)), but do not meet the requirements of the Illinois Police Training Act (50 ILCS 705/1 et seq.), and have not completed a training course for “law-enforcement/peace officers”, administered by the Illinois Law Enforcement Training Standards Board, yet have satisfied the training standards for non-commissioned public safety officers set forth in the Southwestern Illinois College Board of Trustees Policies and Administrative Procedures. Non-Commissioned Public Safety Officers must successfully complete training requirements outlined in 110 ILCS 805/3-42.1(b).
- h. **Officer in Charge (OIC) – The Officer in Charge (OIC)** shall be a Full-Time Commissioned Public Safety Officer assigned by the Director of Public Safety or designee to, in addition to the normal duties of a Full-Time Commissioned Public Safety Officer, perform duties involving the direction, assignment and scheduling of shift duties, as well as other duties as assigned/directed by the Director of Public Safety or designee, and such position shall be a working position and not an administrative or supervisory position.
- i. **Immediate Family - Immediate family** is defined as the employee's legal spouse, child, (natural born, adopted, or step-children), parents, and/or step parents, grandparents, brother and sister, including the same family members of the legal spouse, and including those living in the same household of the employee.
- j. **Seniority - Seniority** shall be defined as the length of continuous service to the employer and shall be applied first, district-wide within the full time portion of the bargaining unit and second, by work site for part time members of the bargaining unit. (Full time seniority is superior to part time seniority.) Upon employment, each employee shall receive a seniority date which shall be the first day of actual work within the bargaining unit. If two or more employees within an employee group have the same seniority date, the Human Resources Office shall conduct a drawing of lots witnessed by the affected employees and an authorized Union Representative. Said drawing shall be conducted within five (5) work days of the seniority date.

Continuous Service is broken only by one of the following:

1. Voluntary quitting or resignation;
2. Discharge for proper cause;
3. Failure of the employee to return to work at the expiration date of an approved leave of absence or recall to work after a lay-off when notice of ten or more work days has been delivered to the employee by certified mail or registered mail at the last address filed by the employee with the Human Resources.

A seniority list shall be maintained by the College Human Resources Office and a copy of same will be provided to the President of the Union twice each year, on or before January 1 and July 1 of each year.

ARTICLE B CONDITIONS OF EMPLOYMENT

Section 1. Employment Procedures

A. Eligibility for Initial Employment

1. For all Public Safety Employees, eligibility for initial employment at the College shall be based upon satisfaction of the requirements of section 3-42.1 of the Illinois Public Community College Act (110 ILCS 805/3-42.1) and the training standards set forth in the Southwestern Illinois College Board of Trustees Policies and administrative procedures for such position. For Commissioned Public Safety Officers, eligibility for initial employment at the College shall be additionally based upon satisfaction of the requirements of the Illinois Police Training Act (50 ILCS 705/1 *et seq.*). The College has no residency requirement for employment. The College does not engage in patronage hiring practices.
2. As an equal opportunity employer, the College does not discriminate against any applicant on the basis of marital status, family relationship, or domicile. The fact that an individual is related to a college employee or to a Board member should not be a factor in making a decision to hire the employee. However, under no circumstances may an employee be assigned to a work unit in which decisions regarding her/his employment, duties or status are made under the supervision of a relative or an individual residing in the same domicile. For the purposes of this policy, relative is defined to include legal spouse, parent, child, adopted child, step-parent, step-child, brother or sister, or domestic partner(s). Shift assignments may be impacted if relationship conditions change after initial employment.

B. Recruitment, Screening, Selection and Appointment

1. The Board of Trustees delegates to the administration the tasks of recruitment, screening and recommendation of candidates. The Board of Trustees reserves to itself the responsibility for making the formal employment appointment. No full-time Public Safety Employee position can be filled without formal approval by the Board of Trustees. In most cases, the effective date of employment will follow Board action. All recommendations for appointment to a full-time Public Safety Employee position must be submitted to the Personnel Committee of the Board of Trustees prior to submission to the Board of Trustees for formal approval.
2. The recruitment plan for all full-time Public Safety Employee positions must include the internal dissemination of a vacancy announcement to each of the Public Safety Employees describing the available position. The recruitment plan for all full-time Public Safety Employee positions must include advertisements in the Belleville, Granite City and Red Bud newspapers.

C. Employment Conditions

1. Required Training

- a) All Public Safety Officers must successfully complete training in Basic First-Aid, CPR/Automatic External Defibrillator (AED), Hazmat, Bloodborne and Oxygen Administration, as well as the training standards set forth in the Southwestern Illinois College Board of Trustees Policies and Administrative Procedures for such position. All Commissioned Public Safety Officers must additionally complete the training requirements of the Illinois Police Training Act (50 ILCS 705/1 *et seq.*). All non-Commissioned Public Safety Officers must successfully complete training requirements outlined in 110 ILCS 805/3-42.1(b). All Public Safety Dispatchers must successfully complete and pass a State certified course for Basic Telecommunicator, as scheduled by the Director of Public Safety or designee and successfully complete CPR and AED course(s). Public Safety Employees will be paid their normal wages while receiving this training. The College will fund the training at the College or other sites as selected by the College, and will provide all required books, course materials, and fees. Concerning medical training, successful completion means meeting the standards of the local regional medical hospital protocols.

Each Public Safety Employee will be enrolled and provided two opportunities to attend and pass all required training courses. If such training requirement opportunities exceed the Public Safety Employee's probationary period, such employee will be placed in continuous status and may continue with the required training.

Failure by the Public Safety Employee, if properly scheduled as above, to successfully pass all required training within two attempts will be grounds for immediate termination.

- b) Subsequent to successful completion of the required medical training, the College will approve, schedule and fund in-service training required to maintain the relevant employee's competency level in the required areas of Basic First-Aid, CPR/AED, Bloodborne, Hazmat and Oxygen Administration. Failure to re-certify will be considered a performance deficiency and the employee will be placed on a corrective action plan.
- c) The successful completion of the training and related testing required above shall be completed prior to the completion of the employee's probationary period.
- d) Public Safety Employees who fail to meet required training obligations, for personal reasons, can be required to complete the training at their own expense and/or time. Probationary period will not be extended except as specified in Article B, Section 2, Probationary Period.
- e) Commissioned Public Safety Officers must successfully complete the certification testing related to the training course for "law-enforcement/peace officers", administered by the Illinois Law Enforcement Training Standards Board.

Each Commissioned Public Safety Officer shall be provided two opportunities to complete the certification testing related to the training course for "law-enforcement/peace officers", administered by the Illinois Law Enforcement Training Standards Board. The successful completion of such certification testing shall be completed prior to the completion of the employee's probationary period. If such certification testing opportunities exceed the employee's probationary period, the employee will be placed in continuous status and may continue with the required training. Failure by the employee to successfully pass the certification testing for the training course for "law-enforcement/peace officers", administered by the Illinois Law Enforcement Training Standards Board within two attempts will be grounds for immediate termination.

- f) Commissioned Public Safety Officers must successfully complete the initial certification, as well as periodic re-certification, related to the firearm training requirements of the Peace Officer Firearms Training Act (50 ILCS 710/1 *et seq.*) and SWIC Board of Trustees Policies and Administrative Procedures.

Each Commissioned Public Safety Officer shall be enrolled and provided two opportunities to attend and satisfy the required firearms training. The successful completion of the firearm training for initial certification shall be completed prior to the completion of the employee's probationary period. If such training requirement opportunities for initial certification exceed the employee's probationary period, the employee will be placed in continuous status and may continue with the required training. Failure by the employee, to successfully pass the required training for initial certification and periodic recertification within two attempts will be grounds for immediate termination.

2. Mandatory Drug And Alcohol Testing

- a) An applicant hired as a Public Safety Employee shall be required to submit to a drug test to determine the presence of marijuana or controlled substances as a condition for employment. A positive test will result in withdrawal of the offer of employment.
- b) The College may order an individual Public Safety Employee to submit to drug or alcohol testing to determine the presence of alcohol, marijuana or controlled substances. Such an order may be given when the College has "reasonable suspicion" that an Public Safety Employee is under the influence of alcohol, marijuana or controlled substance while on duty.
- c) A Public Safety Employee who suspects another Public Safety Employee on duty to be under the influence of alcohol, marijuana or a controlled substance shall consult with the appropriate supervisor or the Director of Public Safety and report the basis for reasonable suspicion. Either of the two Public Safety Supervisors or the Director of Public Safety shall make the final determination of reasonable suspicion. The deciding administrator will cause to be documented in writing, all objective facts, subjective observations and conclusion drawn from those facts. The deciding administrator will cause the Public Safety Employee to be presented

with a copy of these observations prior to being required to submit to any tests. Public Safety Employees ordered by the College to submit to such tests shall immediately comply with the order, whether or not they agree that reasonable suspicion for the order exists. A Public Safety Employee's refusal to submit to testing is grounds for disciplinary action up to and including termination.

- d) The College also reserves the right to test all members of the bargaining unit on a random basis up to twice a year, without prior warning or grounds of reasonable suspicion.
- e) The testing shall be done in a manner consistent with the procedures and according to the standards which exist for college compliance with the Federal Omnibus Transportation Employees Act of 1991 as contained in Board Policy and Administrative Procedures for Drug and Alcohol.

D. Layoff Procedures

- 1. In every case of layoff, the College shall give at least a thirty (30) calendar day written notice of the layoff to the Public Safety Employee, and shall certify therein that the layoff is for reasons not reflecting discredit on the employee. These layoff procedures are activated when the College determines that a position(s) must be eliminated for economic reasons.
- 2. The Human Resources Office shall maintain a list of Continuing Status Public Safety Employees in accordance with Section 11.e of Article A. This listing will be used in determining seniority for purposes of layoffs. The President of the Union shall certify the seniority list.
- 3. To insure that employment rights for full-time Public Safety Employees exceed those of part-time, probationary, or temporary Public Safety Employees, the following order of layoff will occur:
 - a) Temporary non-student Public Safety Employees shall be laid off first.
 - b) Part-time non-student Public Safety Employees shall be laid off second.
 - c) Probationary full-time Public Safety Employees shall be laid off in accordance with seniority among all probationary Public Safety Employees within the Public Safety Department. Probationary Non-Commissioned Public Safety Officers shall be laid off prior to probationary Commissioned Public Safety Officers.
 - d) Continuing status part-time Non-Commissioned Public Safety Employees shall be laid off on the basis of reverse seniority.
 - e) Continuing status part-time Commissioned Public Safety Employees shall be laid off on the basis of reverse seniority.
 - f) Continuing status full-time Non-Commissioned Public Safety Employees

shall be laid off on the basis of reverse seniority.

- g) Continuing status full-time Commissioned Public Safety Employees shall be laid off on the basis of reverse seniority.

4. Recall

- a) The College shall recall laid-off Public Safety Employees, each in the reverse order of their layoff.
- b) Notice of recall to laid-off Public Safety Employees shall be made by telephone, or if said Public Safety Employee cannot be reached, by certified mail to the last known address.
- c) If said Public Safety Employee fails to return to work when the recall notice has been delivered to the Public Safety Employee by certified mail or registered mail at the last address filed by the Public Safety Employee with the Human Resources Office within ten (10) working days of the receipt of such letter, all employment rights of said Public Safety Employee shall be terminated. It shall be the Public Safety Employee's responsibility to keep the College informed at all times of changes in telephone number and mailing address, and the Public Safety Employee's failure to do so shall relieve the College of any responsibility to recall such Public Safety Employee.

- 5. Termination of seniority under this layoff procedure shall result when a Public Safety Employee refuses to accept an offer from the College to return to work in any Public Safety Department position.

E. Resignations

- 1. Resignations for full-time Public Safety Employees must be submitted in writing at least two (2) weeks in advance of termination of employment through the supervisor and the organizational chain of authority, who will notify the College President and the Board of Trustees. An exception to the above would be in the event of serious illness, documented by a physician, when the Public Safety Employee feels it would be in the best interest of the Public Safety Employee and the College to terminate employment immediately. Failure to provide adequate notice shall be considered to be a violation of this Agreement and shall be noted in the Public Safety Employee's permanent records.
- 2. Public Safety Employees who have served the College for more than twelve (12) months shall be entitled to accumulated vacation pay, not to exceed thirty (30) working days. Public Safety Employees who have been with the College for twelve (12) months or less shall be allowed pro-rated vacation pay in accordance with the schedule (see Article C, Section 3.A.1), provided the termination is at the request of the Public Safety Employee and two (2) weeks written notice has been given.

Section 2. Probationary Period

The probationary period for all Public Safety Employees shall be twelve (12) calendar months from the initial hire date and/or promotion/selection of a new job classification. The College reserves the right to extend such probationary period for up to six (6) additional months to accommodate required training in accordance with Article B, Section 1, paragraph C or other leave of absences allowed by federal and/or state laws; however, the probationary period will not be extended for substandard performance. The College shall promptly notify the Union of such extension of the probationary period.

Holidays, personal days, sick days and other benefits (subject to any applicable waiting period) shall be made available to a Probationary Public Safety Employee immediately after employment. Vacation, leaves of absence and all other benefits shall accrue during the probationary period, but shall not be available for use until the successful conclusion of the probationary period. There shall be no seniority among Probationary Public Safety Employees.

During the probationary period, a Probationary Public Safety Employee is subject to discipline, suspension, and/or termination, without cause and with no recourse to the grievance procedure. It is further agreed that Probationary Public Safety Employees shall be entitled to all other rights, privileges, and benefits conferred by this Agreement except as previously stated. Attachment E, Unsatisfactory Performance.

Upon satisfactory completion of the probationary period, the Probationary Public Safety Employee will become a Continuous Status Public Safety Employee of the College entitled to all the protections and benefits of this Agreement.

All probationary public safety officers will be trained using State Certified Field Training Officers (FTO) and successfully complete and pass the departments Field Training Officer program before completing the Officer's probationary period.

Upon successful completion of probationary period and the Probationary Public Safety Employee is recommended for continuous status with the College, the employee will be granted a seniority date of the employee's initial hire date, subject to Article A, Section 8(j) of this Agreement.

On completion of twelve (12) months of continuous employment, a satisfactory written evaluation, using the performance evaluation rating form, recommendation by the supervisor, and approval through the organizational chain of authority, the Probationary Public Safety Employee will be placed on continuing status. A new Continuing Status Public Safety Employee may not be placed on a corrective action plan. A copy of this evaluation is to be retained in the Public Safety Employee's personnel file.

Part-time Public Safety Employees who are successfully selected as full-time and complete the full-time probationary period will maintain the seniority date from their initial hire date.

Section 3. Performance Evaluation

1. The Performance Evaluation form (See Attachment B) utilized shall be the one mutually agreed to by the appropriate representatives of the Union and the College. This form

may be reviewed from time to time by the designated management and bargaining unit representatives and may be amended by the written agreement of both parties.

2. Public Safety Employees are to be evaluated annually on the anniversary date of their employment in their current position. The Human Resource Offices is responsible for forwarding the evaluation form to the immediate supervisor. The Human Resources Office will indicate the due date for completion of the form.
3. For Public Safety Employees who have completed five (5) years of employment in the same position, the Public Safety Employee and their supervisor may waive a full evaluation and instead complete a Performance Evaluation Waiver (Attachment F). Both parties must agree to waive the evaluation.
4. A Performance Evaluation Form and Corrective Action Plan is required when performance evaluation ratings "Unsatisfactory" on any of the criteria for continued status employees. A separate Corrective Action Plan must be completed for each performance deficiency.
5. Unsatisfactory Performance of Probationary Employees will be documented on Attachment E, Unsatisfactory Performance and forwarded to Human Resources. This form will be completed when a recommendation for termination is pending Board or designee approval.
6. A Personal Development Plan form will be given to Public Safety Employees who have been with the college longer than one (1) year. Completion is optional, but is encouraged for the employee's personal growth and development. The Human Resources Office will distribute the Personal Development Plan six (6) months prior to the yearly evaluation.

If completed, it will be reviewed at the annual evaluation. It will not be part of the Public Safety Employee's personnel file.

7. Periodic training/briefing sessions shall be conducted by the Human Resources Office to facilitate proper management and employee understanding and use of the performance evaluation system. These sessions shall be jointly conducted with both management and bargaining unit personnel present.

Section 4. Discipline/Termination of Employment

1. Continuous Status Public Safety Employees may be disciplined, up to and including dismissal from his/her position, for just cause, including but not limited to a violation of College policy, rule or regulation, or for any illegal act and shall be administrated in a timely and progressive manner except that, in instances of moral turpitude, misuse or abuse of college property and/or facilities, criminal activity, or substantial misconduct or incapacity which brings discredit to the College.
2. When a Continuous Status Public Safety Employee is to be disciplined, up to and including dismissal for just cause, it is acknowledged that the principle of progressive discipline and opportunity for union representation shall be followed, however, in

extenuating circumstances, progressive discipline may begin and end with dismissal from one's position. This progressive discipline shall generally include a verbal discussion with the employee alerting the employee to the problem, a written warning to the employee, a suspension of up to thirty (30) days from work without pay, and then dismissal.

3. Dismissal for just cause shall also follow the principle of due process in which the employee is provided a reasonable opportunity to:
 - a) explain the problem, and
 - b) correct the problem, and/or
 - c) voluntarily resign.
4. To the extent applicable under the law and subject to the foregoing provisions of this Section, any interrogation of a Commissioned Public Safety Officer shall be conducted pursuant to the Illinois Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1 *et seq.*).

Section 5. Work Schedules

The established work week will be from Monday, 12:01 a.m. to midnight the following Sunday.

The regularly scheduled work week for full-time Public Safety Employees will be forty (40) hours, consisting of five (5) eight (8) hour days per week, with two consecutive days off per week. Full-time Public Safety Employees shall be entitled to a paid one half hour lunch period per day during which the employee is on call and restricted to campus unless they have the permission of their immediate supervisor to leave campus. Said lunch period shall be part of the eight hour work day. The actual scheduling of the lunch period must be coordinated with the immediate supervisor. In addition to the scheduled lunch break, a fifteen (15) minute break shall be given both in the first half of the shift and in the second half of the shift.

Notwithstanding the foregoing, ten (10) hour shift scheduling may be implemented upon approval by the Director of Public Safety. Flexible work schedules must be mutually determined by the individual Public Safety Employee and the immediate supervisor. Each Public Safety Employee who desires a ten (10) hour shift schedule should inform the immediate supervisor of their request. The immediate supervisor shall make efforts to accommodate said requests and/or propose alternative schedules. If the Public Safety Employee and the immediate supervisor cannot agree upon a mutually satisfactory ten (10) hour schedule, then the Public Safety Employee's normal eight (8) hour schedule shall be implemented. Any ten (10) hour schedule day may be moved or rescheduled to accommodate specialized training, in-house training, or participation in presenting a specialized training program, as long as no overtime is incurred. During holiday periods, eight (8) hour shifts may be implemented to maximize shift coverage and accommodate the Holiday Schedule in accordance with Article C, Section 1. When expanded work days are utilized, overtime shall be paid for hours paid in excess of ten (10) hours per day rather than for hours worked in excess of eight (8) hours per day. Paid leave taken such as sick leave, vacation and personal leave shall be accounted for on an hour-by-hour basis. The amount of leave charged will equal the amount of work actually missed on a clock hour basis. Holidays are always equal to eight (8) or ten (10) hours of paid time. During the period of ten (10) hour shift scheduling, Public Safety Employees shall continue to accrue vacation and sick

leave at the normal monthly rates. No other provisions of this Agreement, other than those specified above, are affected by the ten (10) hour shift scheduling provisions. The College maintains the right to determine overall schedule, direction and other recognized management rights in Article A, Section 3.

The schedule for part-time Public Safety Employees shall vary with the needs of the College. The regular work schedule for part time employees may work up to twenty-nine (29) hours per week. Part-time Public Safety Employees scheduled to work for four (4) or more hours per day shall receive a fifteen (15) minute break at the mid-point of their shift. Part-time Public Safety Employees scheduled to work at least five (5) continuous hours shall receive one (1) break as above and a thirty (30) minute paid lunch break during which they shall be on call and restricted to campus unless they have permission of their immediate supervisor to leave campus. Part-time Public Safety Employees who work more than six (6) consecutive hours shall receive a second fifteen (15) minute break scheduled in the second half of their shift.

Section 6. Required Overtime

The College has the right to require Public Safety Employees to work overtime. All hours worked by Public Safety Employees in excess of their normal work schedule during any one work week shall be considered overtime and paid at the rate of one and one-half (1 1/2) times the employee's current hourly wage. The hourly wage is computed on the basis of 2,080 working hours per year. In general, overtime must be approved in writing in advance by the immediate supervisor, and all overtime shall be reported to the Payroll Office on the time sheet/attendance form. It is understood by both parties that there will be occasions when it is necessary for a Public Safety Employee to work on an overtime basis due to unforeseen circumstances and in the absence of advance authorization to work overtime. Additionally, during emergency operations and staff shortages, work schedules may change to 10 or 12 hour shifts to handle the situation(s). All hours worked over a regularly scheduled work week shall be considered overtime, and overtime rules apply.

At the Public Safety Employee's option, compensatory time can be taken at the rate of one and one-half hours off per hour worked in lieu of overtime pay. Every attempt should be made by the Public Safety Employee and the immediate supervisor to schedule the use of this compensatory time within the fiscal year of the date it was earned. This scheduling of compensatory time shall follow the vacation scheduling provisions in Section 3.A. of Article C.

Section 7. Voluntary Overtime/Extra Shifts

When overtime or extra duty hours are available in advance (e.g. due to vacation/leave), such overtime shall first be offered to full-time Public Safety Employees within the applicable job classification on a volunteer basis. If two or more Public Safety Employees volunteer, seniority and the last worked overtime roster will be used. If volunteers are not available, the College may use part-time Public Safety Employees or assign full-time Public Safety Employees as needed in reverse seniority order in accordance with Section 6 of this Article. However, the overtime provisions of this Section will not apply in instances of work in progress or when specialized skills or certifications are required. Furthermore, for the purposes of offering voluntary overtime, the parties understand that in certain situations it is impractical to utilize the procedures set forth in this Section (e.g. when a Public Safety Employee calls in sick just before the start of a shift, the College may request that a Public Safety Employee stay to cover the

shift).

A forced-overtime Public Safety Employee may elect the option to trade shifts, as long as the shift trade is approved by the Director of Public Safety or designee, and the Public Safety Employee has the training and skills required for the overtime assignment. Public Safety Employees shall be directed to work unscheduled overtime, without regard to the above, when shift activities require completion of assignments.

The Public Safety Employee's extra duty hours shall only be compensated at the overtime rate if those hours exceed the Public Safety Employee's normal work period.

Section 8. Emergency Periods

The College President reserves the right to close the campus for students, faculty and/or other employee groups during hazardous or inclement weather, but to have it remain open for purposes of carrying out required business. A Public Safety Employee who is required to either continue working or return to work during such periods of hazardous or inclement weather shall be paid at the employee's regular rate of pay or overtime rate of pay if the overtime requirements have been satisfied.

A Public Safety Employee who is required to report for work during periods of hazardous or inclement weather when the College is closed, but who is unable to report to work, shall have his/her time sheet recorded as either vacation, personal or absence without pay. It should be understood, Public Safety Employees may be required to remain on duty, until properly relieved of such duties.

Upon a declared emergency, by the College President or designee, or a request to support a local community involved in a local emergency, supported and/or approved by the College President or designee, the College may subcontract Public Safety duties as necessary to maintain the safety and security of campus facilities and/or properties, as long as no reduction of forces occur with Public Safety Employees.

Section 9. Legal Defense in Course of Duty

The Board of Trustees shall provide all Public Safety Employees with necessary legal service in defense of litigations that arise out of and in the course of performance of official duties where the Board's legal interests are not in conflict with the Public Safety Employee's legal interests.

Section 10. Uniforms and Equipment

1. Public Safety Employees shall be initially provided with uniforms shirts and slacks equal in number to the number of days per week the employee is regularly scheduled to work. Said uniforms will be replaced by the employer when the uniforms become unserviceable or in disrepair. Uniforms shall consist of slacks, season appropriate shirts and appropriate accessories. The uniforms remain the property of the College.

2. The College shall provide Public Safety Employees with the equipment and related training necessary to assure the physical health and safety of the Public Safety Employee.
3. A Public Safety Employee who causes damage or loss of any facilities or equipment shall pay all costs or repair or replacement if the damage or destruction is determined to be caused by the reckless conduct or intentional wrongdoing of that employee.

Section 11. Assignment

Public Safety Employees shall be assigned to that campus position for which they applied and to which they were appointed by the Board of Trustees. Public Safety Employees may be transferred from their assigned campus to another College site for short periods of time not to exceed thirty (30) days. During such temporary transfers the Public Safety Employees shall receive mileage reimbursement for the distance traveled between normal work site and temporary work site. This section of the Agreement does not apply to the employee's bumping rights in cases involving layoffs as specified in Article B, Section 1.D. of this Agreement.

Public Safety Employees may apply for and may accept Board-approved appointments to other positions within the College.

The College administration has the responsibility to determine the physical location of its various departments and to assign the specific work stations for the Public Safety Employees of those departments.

Section 12. Fit For Duty

If the College has reasonable suspicion that a Public Safety Employee has psychological/mental problems or reasonable suspicion to believe that the Public Safety Employee is not mentally/psychologically fit for duty, the Public Safety Employee can be (1) ordered to take a psychological/mental test at the College's expense and (2) the test results shall be fully available to Human Resources and other Public Safety management to determine what should or should not be done with the Public Safety Employee. Public Safety Employees relieved of duty for psychological/mental treatment should provide a return to duty from a certified medical physician. If the Union has a reasonable suspicion that a Public Safety Employee is not fit for duty or has engaged in criminal activity, the Union must report the matter in writing to the Public Safety management within 24-hours of becoming aware of such.

Section 13. Light Duty.

The primary duties of Public Safety Employees do not allow for light duties; however, based upon a certified physician's directions, and/or staffing levels or taskings within the Public Safety Department, an employee may be allowed to perform light duties, outside the scope of their primary duties, if mutually agreed-upon by the College and the Public Safety Employee, based on that employee's knowledge, skills, and training, subject to applicable Federal and/or Illinois law.

ARTICLE C. HOLIDAYS AND LEAVES

Section 1. Holidays

- a) The College offices are closed on the following holidays and the full-time Public Safety Employees shall receive full pay for these days:

M.L. King's Birthday	Lincoln's Birthday
Easter Sunday or Good Friday	Memorial Day
Independence Day	Labor Day
Thanksgiving Break (2 days)	Veteran's Day
Christmas Break (5 days)	

The Thanksgiving Break holiday consists of Thanksgiving Day and the Friday after Thanksgiving. The Christmas break holiday consists of Christmas Eve and Christmas Day plus an additional three days, to be mutually determined by the supervisor and the employee, during the College's published Christmas Break period. The Easter holiday shall be observed on either Good Friday or Easter Sunday, depending upon each Public Safety Employee's work schedule, so that the Public Safety Employee's receives three consecutive days off.

- b) Any full-time Public Safety Employee who works on a scheduled holiday shall receive the normal holiday pay for eight (8) hours at straight-time rate and shall receive pay for the number of hours actually worked on the holiday at time-and-one-half rate.
- c) When any of these holidays falls on a non scheduled work day, the holidays will be observed on the particular day recognized by college proclamation in accordance with the Academic/Administrative Calendar.
- d) In order to receive full pay for the above designated holidays, the full-time Public Safety Employee must be in active pay status on both the individually scheduled work day preceding and following the holiday or break period. Active pay status is defined as actively at work or on paid leave (vacation, sick, personal, and bereavement leave).
- e) The following are defined as holidays for part-time Public Safety Employees who are assigned to work on these days.

New Year's Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Christmas Eve
Memorial Day	Christmas Day
Labor Day	New Year's Eve

- f) Part-time Public Safety Employees who work on any of the ten designated holidays above shall receive pay at the rate of time-and-one-half the normal rate of pay for the time worked on the holiday.

Section 2. Earned Paid Leave for Part Time Employees

Each part-time Public Safety Employee who has been paid for a minimum of 2000 hours as a member of the bargaining unit since their most recent date of hire shall earn paid leave in accordance with the following schedule.

For each hour of pay between:	Employee earns leave at the rate:
2000 hours and 2999 hours	.02 hours of leave per hour paid
3000 hours and 3999 hours	.03 hours of leave per hour paid
4000 hours and 4999 hours	.04 hours of leave per hour paid
5000 hours and 5999 hours	.05 hours of leave per hour paid
6000 hours or more hours	.06 hours of leave per hour paid

This schedule is effective January 1, 1993. Part-time Public Safety Employees shall be provided with a leave report indicating the paid leave time accrued and used as well as the accrued balance as part of his/her regular paycheck stub. Any part-time Public Safety Employee whose accrued paid leave balance 30 days following the issuance of said quarterly leave report is equal to or greater than 90 hours shall not be eligible to earn additional paid leave until sufficient paid leave has been used which will reduce the balance to a level below 90 hours. When the paid leave balance is once again below 90 hours, the employee shall begin earning additional leave on that date. The intent of this provision is to limit any payout of paid leave to a maximum of 90 hours.

Section 3. Paid Leaves for Full Time Employees

A. Vacation

All full-time Public Safety Employees earn an annual vacation of ten (10) working days in the first year of employment and fifteen (15) working days per year thereafter.

1. Vacation leave days shall accrue from the Board-approved date of initial employment in accordance with the following schedule. Vacation leave is earned on a monthly basis.

<u>Length of Service</u>	<u>Days of Vacation Earned</u>
Less than 4 months	None
4 months	16 hours
5 months	24 hours
6 months	32 hours
7 months	40 hours
8 months	48 hours
9 months	56 hours
10 months	64 hours
11 months	72 hours
12 months	80 hours
12 months plus	120 hours per year/ 10 hours per month

2. Accumulated vacation is payable upon termination, resignation or death at a rate of 100% of the cash value of the employee's current daily salary.
3. Accrued vacation may be taken at any time during the twelve (12) month fiscal period; however, it must be planned to accommodate the flow of work and must be approved by the immediate supervisor. Seniority shall be the basis for determining the first choice of vacation dates if a scheduling conflict develops. Requests for additional leave (without pay), beyond those allowed above, are to

be made in writing to the immediate supervisor in accordance with the provisions of Section 5 of this article. Holidays occurring during vacation leave will not be charged against vacation days.

4. Vacation leave days may accumulate to a maximum of two hundred forty (240) hours as of September 30 of each year. If more than two hundred forty (240) hours have been accumulated as of September 30, then the employee shall earn no more vacation until that month in which the employee has used the vacation days in excess of two hundred forty (240) hours. The intent of this sub-section is to place a limit on the accumulated vacation balance and payout. In the event that a full-time Public Safety Employee who has accumulated a vacation balance in excess of two hundred forty (240) hours has his/her request for vacation leave denied by the immediate supervisor, this maximum accumulation rule shall be waived until a mutually satisfactory vacation schedule is developed.

B. Sick Leave.

1. Full-time Public Safety Employees shall be credited with sick leave at the rate of one and one-third (1/3) days per month (16 days per year). Accumulation of sick leave balance shall be unlimited. A holiday occurring during absence for sickness or injury shall not be charged against sick leave credits.
2. The full-time Public Safety Employee shall notify the immediate supervisor, or the person designated by the supervisor, as soon as possible on the day(s) an absence is deemed necessary. At the end of each pay period all absences charged to sick leave must be reported on the time sheet/attendance report provided by the Human Resources Office and turned in to the Payroll Office.
3. Sick leave may be taken by any full-time Public Safety Employee due to illness or injury, or due to the illness or injury of a member of the immediate family. Sick leave used for the serious illness or injury (hospitalization or visitation to the doctor) of any member of the immediate family is limited to five consecutive days per occasion. Requests for an extension of this leave beyond five days may be considered by the College. Immediate family is defined in Section 8 of Article A.
4. In the event of the retirement, death or layoff of the employee, the full-time Public Safety Employee or listed beneficiary shall receive compensation for all accrued sick leave at the rate of 100% of the cash value of the employee's current daily salary up to a maximum of thirty-five (35) days. Retirement shall be defined as indicated in the State Universities Retirement System Policy.
5. In the event of the voluntary resignation of the full-time Public Safety Employee, that employee shall receive compensation for a portion of the accrued sick leave if that employee has an accrued balance of at least 32 days of sick leave. The compensation shall be paid at the rate of 20% of the cash value of the employee's current daily salary on sick leave accrual balances of up to 100 days.

C. Bereavement Leave

Public Safety Employees are entitled to Bereavement Leave. Three (3) days of paid leave shall be granted for the death of an immediate family member (Immediate family is defined in Section 8 of Article A.) This leave is not cumulative or chargeable to any other leave program. If more than three (3) days are required per incident, additional days may be charged to sick leave or vacation leave accrual balances.

D. Personal Leave

Effective July 1 of each year, each full-time Public Safety Employee shall be credited with three days of paid personal leave. Upon 24 hour notice to the immediate supervisor, this leave may be used for family, personal business, or religious matters not otherwise provided for in the College Calendar. In the case of an emergency, this notice shall be waived. This leave is not to be used as an alternative to vacation leave. Unused personal leave not utilized by June 30th of each year shall be forfeited.

Section 4. Jury Duty

Public Safety Employees who are called for jury duty or subpoenaed as a witness, shall receive full pay for time on such official duty, but shall refund to the College any money received for such duty except for transportation money which is retained by the employee. Public Safety Employees shall not be required to work while serving on jury duty.

Section 5. Unpaid Leaves

A. General Provisions

1. Requests for unpaid leaves of absence must be submitted to the immediate supervisor and through the organizational chain of authority. Reasonable cause for request must be shown and the individual cases will be decided on their merit by the appropriate Vice President.
2. The Public Safety Employee shall not be paid during the leave period but all contract rights and seniority shall continue.
3. A Public Safety Employee must submit a written notice to the immediate supervisor of the intent to return to work at least ten (10) working days prior to such date.
4. A Public Safety Employee who chooses to resign rather than to return to work following such unpaid leave, should submit such intent to the immediate supervisor in writing ten (10) working days prior to expiration of such leave.
5. A Public Safety Employee returning from unpaid leave shall be reinstated to the same position held prior to the start of the unpaid leave.
6. Unpaid leaves of absence may be granted under the following circumstances:
 - a) Adoption: Each leave for this reason is limited to six months in duration.

- b) Parental Leave: Each leave for this reason is limited to six (6) months in duration.
- c) Disability/Medical: Leave for this reason is limited to 12 months following the exhaustion of paid sick leave and the leave request must include a medical opinion from the employee's personal physician. The College reserves the right to obtain a second physician's opinion at the expense of the College. A physician's release to return to work is required to be on file in the Human Resources Office before the employee may return to active duty. In the event that the individual on disability/medical unpaid leave is unable to return to active duty following the initial 12 month leave, the Board may continue the unpaid leave for a specified period of time or may terminate the employment relationship.
- d) Educational Leave: Each leave for this reason is limited to 12 months in duration.

B. Maternity Leave

1. Maternity leave of up to 12 months shall be granted to female Public Safety Employees for the birth of a child. A pregnant Public Safety Employee may continue to hold her position as long as she is physically able to perform the tasks required of that position. The determination of when maternity leave should begin is to be made by the employee's regular obstetrician who is most familiar with the pregnancy and health conditions of that Public Safety Employee.
2. A Public Safety Employee must submit a written request for maternity leave or resignation through the supervisor and the organizational chain of authority, giving six (6) weeks notice of such departure.
3. During the period of maternity leave, the Public Safety Employee may choose to utilize paid leave, to use unpaid leave, or a combination of paid and unpaid leave. Any leave which is to be paid and charged to sick leave is limited to the period of physical disability as documented by the attending physician. Any leave which is to be paid and charged to either personal leave or vacation shall not exceed the balances in those leave accounts. During the maternity leave all rights and seniority shall continue to apply as though the Public Safety Employee were on active duty. The Public Safety Employee shall continue to earn leave time as long as the Public Safety Employee is receiving pay. No leave time shall be earned when the Public Safety Employee is in a non-pay status. Medical, life and disability insurance will continue in force and the premiums will be paid in the normal fashion until the actual date of birth and for as long as the Public Safety Employee is in a pay status. The Public Safety Employee has the option of continuing the coverages and paying 100% of the premiums when the Public Safety Employee is on unpaid leave not included in the 12 weeks of leave provided for by the Family Medical leave Act.
4. A Public Safety Employee must submit a written notice to the Human Resources Office (30) days prior to the planned return to work date, or not later than the

beginning of the eleventh (11) month of maternity leave when a 12 month leave has been granted.

5. A Public Safety Employee who chooses to resign rather than return to work following such maternity leave shall submit such intent, in writing, through the organizational chain of authority not later than the beginning of the eleventh (11) month of the maternity leave.
6. A Public Safety Employee returning from maternity leave shall be reinstated to the same position.

C. Military Leaves

The Public Safety Employee who is involuntarily drafted or recalled to active military duty will be given full credit for each year or pro-rata part of a year they remain on active duty involuntarily. Such credit will be used for placement on the salary schedule and for retirement purposes. Public Safety Employees who are members of National Guard or Reserve units shall be provided with unpaid leave for the purpose of meeting duty requirements. Employees may choose to utilize vacation or personal leave for such military leaves.

D. Family Medical Leave

- a) The purpose of this contract provision is to achieve compliance with the Federal Family Medical Leave Act (FMLA).
- b) The Public Safety Employees eligible for leave under this provision are all full-time Public Safety Employees and those part-time Public Safety Employees who have been employed for at least 12 months or who have worked a minimum of 1,250 hours.
- c) Family Medical Leave shall be provided to those eligible Public Safety Employees requesting it for one or more of these reasons:
 1. The birth of the Public Safety Employee's child or to care for such child;
 2. A child's placement with the Public Safety Employee for adoption or foster care;
 3. To care for a spouse, child, or parent (but not parent-in-law) who has a serious health condition;or
 4. The Public Safety Employee's own serious health condition.
- d) FMLA leave for a newborn child or for adoption or foster care placement of a child must be completed within 12 months of the birth, adoption, or placement, and must be taken all at one time. FMLA leave for a serious health condition may be taken intermittently or on a reduced time basis (e.g., by working fewer

days in a week or by working fewer hours in a day), but only if such a schedule is needed for medical reasons.

- e) The Family Medical Leave shall be unpaid and shall consist of up to 12 weeks per calendar year depending upon the actual need. Public Safety Employees requesting the leave shall provide physician's statements in cases of health conditions and appropriate agency documents in cases of adoption or foster care.
- f) As part of the 12 week family medical leave, the Public Safety Employee may choose to use paid vacation and/or personal leave in any of the 4 cases cited in Subsection C above. In the case of the Public Safety Employee's own serious health condition or in the case of the health condition of a spouse, child or parent, paid sick leave may be used as part or all of the 12 week family medical leave.
- g) During any family medical leave period, the College shall continue to pay the normal employer's share of all insurance premiums as if the Public Safety Employee were actively at work and the Public Safety Employee shall continue to pay the normal employee share of all insurance premiums.
- h) The Public Safety Employee retains his or her employment position during and after any family medical leave.
- i) "Serious health condition" is defined in the FMLA legislation as a health condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider. If inpatient care is not required, a serious health condition must involve continuing treatment or supervision by a health care provider where: (1) the condition requires an absence of more than three days from work, school, or other regular daily activities, or (2) the condition is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three days, or (3) the treatment is prenatal care.
- j) "Continuing treatment" requires that the Public Safety Employee or family member be treated by (or under orders of) a health care provider two or more times for the injury or illness, or that the person be under continuing supervision for a chronic condition or disability that cannot be cured.

Section 6. Leave Reports

Public Safety Employees shall be provided with a leave report as part of each pay check stub indicating the leave time accrued, used, and the balance available for vacation, sick, and personal leave.

ARTICLE D. EMPLOYEE BENEFITS

Section 1. Flexible Benefits Program

- a) The Board of Trustees shall provide each full-time Public Safety Employee with a package of benefits from which the full-time Public Safety Employee can make

individual choices of benefits on an annual basis.

- b) This Flexible Benefit Program shall be designed and administered so that it qualifies for the income tax advantages afforded by IRS Tax Code Section 125 Salary Reduction. It shall also be in compliance with other applicable Federal benefit legislation such as COBRA.
- c) This Flexible Benefit Program shall include, at a minimum, the following categories of benefits from which an individual staff member can make annual selections:

Medical Insurance coverage plans for the full-time Public Safety Employee and/or the full-time Public Safety Employee's family, with the Board of Trustees paying 75% of the applicable premium.

Effective on July 1, 2010, Dental Insurance coverage plans for the full-time Public Safety Employee and/or the full-time Public Safety Employee's family, with the Board of Trustees paying 75% of the applicable premium.

Life Insurance coverage plans for the full-time Public Safety Employee with optional dependent coverage available.

Long-term Disability for the full-time Public Safety Employee.

Reimbursement accounts for medical expenses not covered by the medical insurance plan.

Reimbursement accounts for dependent expenses incurred by the full-time Public Safety Employee.

\$600 in lieu of medical insurance coverages paid in twenty four (24) equal installments beginning July 1, 2010. In order to receive the \$600 in lieu of medical insurance coverage, the full-time Public Safety Employee must provide evidence of existing medical insurance coverage from another source to the Human Resources Office.

\$180 in lieu of dental insurance coverage to be paid in twenty four (24) equal installments beginning July 1, 2010.

Section 2. Financing of the Flexible Benefits Program

The Board of Trustees shall provide an annual level of financing for the full-time Public Safety Employee benefit program which is identical to the level of financing which the Board provides to members of the full-time Support Services Staff bargaining unit.

Section 3. Section 403(b) Savings Program

Public Safety Employees shall be permitted to participate in a tax sheltered annuity program offered to the faculty and College staff by the Board of Trustees. Full-time and part-time employees are eligible for this benefit.

Section 4. Reduced Tuition at Community College District # 522

- a) Each Public Safety Employee and his/her legal spouse and children (natural born, adopted, or step children) under the age of 25 shall be eligible to enroll in all Southwestern Illinois College, Community College District #522 courses at a reduced tuition rate of twenty-five percent (25%) of the current tuition rate applicable to District #522 residents.

Any enrollment under this provision of the procedures shall only be available if there is sufficient enrollment in each such course section affected to prevent class cancellations for insufficient enrollment prior to any enrollment of the Public Safety Employee, spouse, or child covered by this Agreement. The eligibility of the Public Safety Employee's spouse and children for benefits under this provision shall continue in the event of the death or disability of the Public Safety Employee.

- b) Full-time Public Safety Employees are eligible for this benefit immediately. Part-time Public Safety Employees are eligible for the reduced tuition rate at the beginning of the academic term following the completion of one calendar year of service in the bargaining unit. Dependents of part-time Public Safety Employees are eligible after two years of similar service have been completed.

Section 5. Educational Incentive Allowance

An Educational Incentive Allowance is provided for the purpose of encouraging Public Safety Employees to improve themselves, their skills, or training. To qualify for educational incentive allowance, bargaining unit members, with the approval of the Vice President for Administrative Services, must select courses from an accredited college or university that could result in a certificate or degree, undergraduate or graduate. In addition, upon completion of the course(s) the Public Safety Employee must submit to the Vice President for Administrative Services a tuition receipt and a grade report which indicates that the Public Safety Employee has satisfactorily completed the course(s). For approved course(s), the Public Safety Employee shall be reimbursed actual tuition and fees up to a maximum of the current District 522 tuition rate for community college courses and the current SIU-E tuition rates for undergraduate and graduate courses with a maximum of eighteen (18) semester credit hours in any fiscal year to be reimbursed. The actual tuition and fees to be reimbursed are out-of-the-pocket expenses incurred by the Public Safety Employee after taking into consideration any scholarships or grants awarded to the Public Safety Employee for the selected courses taken. For courses taken under Section 4 above, the per semester hour tuition shall not be recoupable under this section. Full-time Public Safety Employees are eligible for this benefit immediately upon hire. Part-time Public Safety Employees are eligible for tuition reimbursement at the beginning of the academic term immediately following the completion of two years of service to the college as members of the bargaining unit.

ARTICLE E. COMPENSATION

Section 1. Starting Wage Rates

Until July 1, 2018, the starting hourly rates for all positions covered by this Agreement are as follows:

<u>Full-Time Commissioned Officers</u>	<u>Full-Time Non- Commissioned Officers</u>	<u>Part-Time Commissioned Officers</u>	<u>Part-Time Non- Commissioned Officers</u>
\$17.86	\$13.65	\$16.50	\$12.30
<u>Full-Time Dispatchers</u>	<u>Part-Time Dispatchers</u>		
\$10.88	\$9.88		

Effective July 1, 2018, the foregoing starting hourly rates shall increase by fifty cents (\$0.50) on a one-time basis.

Section 2. Increases in Wage Rates for Continuing Employees

The hourly rates of pay for bargaining unit members shall be increased as follows during the term of this Agreement.

- A. Effective on October 1, 2016, the wage rates for Public Safety Employees shall not be increased and shall remain the same as the prior contract year.
- B. Effective on October 1, 2017, the wage rates for Public Safety Employees employed on or before July 1, 2017 shall be increased by 2.25%, and the wage rates for those employees hired after July 1, 2017 shall be the starting rate.
- C. Effective on July 1, 2018, Public Safety Employees employed on or before July 1, 2016 shall receive a one-time adjustment/increase in the rate of pay of fifty cents (\$0.50) per hour.
- D. Effective on October 1, 2018, the wage rates for Public Safety Employees employed on or before July 1, 2018 shall be increased by 2.25%, and the wage rates for those employees hired after July 1, 2018 shall be the starting rate.

Effective October 1, 2017, Full-Time Public Safety Employees shall also receive a longevity increase in the rate of pay of fifty cents (\$0.50) per hour upon completing five (5) years of continuous service in the bargaining unit, another longevity increase in the rate of pay of fifty cents (\$0.50) per hour upon completing ten (10) years of continuous service in the bargaining unit, another longevity increase in the rate of pay of fifty cents (\$0.50) per hour upon completing fifteen (15) years of continuous service in the bargaining unit, and a final longevity increase in the rate of pay of fifty cents (\$0.50) per hour upon completing twenty (20) years of continuous service in the bargaining unit; and Part-Time Public Safety Employees shall also receive a longevity increase in the rate of pay of twenty-five cents (\$0.25) per hour upon

completing five (5) years of continuous service in the bargaining unit, another longevity increase in the rate of pay of twenty-five cents (\$0.25) per hour upon completing ten (10) years of continuous service in the bargaining unit, another longevity increase in the rate of pay of twenty-five cents (\$0.25) per hour upon completing fifteen (15) years of continuous service in the bargaining unit, and a final longevity increase in the rate of pay of twenty-five cents (\$0.25) per hour upon completing twenty (20) years of continuous service in the bargaining unit.. Continuous service includes paid leave time and approved leaves of absence. This increase will be effective on the first day of the pay period that starts immediately following completion of appropriate number of years of service; provided, however, that no longevity hereunder shall be retroactive prior to October 1, 2017.

Additionally, an Officer in Charge (OIC) shall receive additional compensation of fifty cents (\$0.50) per hour for hour worked as an OIC, effective upon completion of the training requirements in Article B, Section 1,C.1.a.

Section 3. Compensation Limitation/Prohibition on SURS Employer-Contribution.

- A. Notwithstanding any contrary provision in this Agreement, no Public Safety Employee shall receive compensation that contributes to cause and/or result in an increase in rate of earnings reportable to the State University Retirement System (SURS) in excess of six percent (6%) from that Public Safety Employee's reportable rate of earnings to SURS in the prior year, or otherwise contributes to cause and/or result in a salary rate increase in excess of six percent (6%) in the bargaining unit member's final average salary for purposes of calculating retirement benefits from SURS. To the extent that any provision of this Agreement would result in the requirement/imposition of an employer contribution, penalty and/or additional liability/obligation of the College to SURS under Illinois law (ie. 40 ILCS 5/15-155(g) or such other similar statutory provision) and/or SURS Administrative Rules, such provision shall be construed to avoid any such employer contribution, penalty and/or additional liability/obligation of the College to SURS under Illinois law and/or SURS Administrative Rules.
- B. Both parties agree to re-open negotiations, limited to the provisions impacted by the aforementioned 6% limitation on annual increases in earnings reportable to SURS if, during the term of this Memorandum of Understanding, any new interpretations become available from SURS that create a substantive change in the interpretation of the types of income subject to the aforementioned 6% restriction, or should new legislation be enacted that substantially modifies the interpretation and/or implementation of the aforementioned 6% restriction.

ARTICLE F: MISCELLANEOUS PROVISIONS

Section 1. Term of Agreement

This Agreement was ratified by the Union on and approved by the Board on. The term of this Agreement shall be from October 1, 2016 to September 30, 2018.

Section 2. Severability of Contract Provisions

Should any article, section or clause of this Agreement be declared illegal by a court of

competent jurisdiction or in the event the Congress or the Legislature enacts a law in conflict with any article, section or clause, of this Agreement, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

Section 3. Entire Agreement

- a. 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 or 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 that right and opportunity are set forth in this agreement.
- b. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment. Amendments may be initiated at the written request of either the Board or the Union and shall become effective upon adoption by the Board and ratification by the Union or at such other time as the Board and the Union may agree.
- c. The Board and the Union, for the duration of this Agreement, each waives the right to bargain and each agrees that the other party shall not be obligated to bargain with respect to permissive topics for bargaining, whether included in this collective bargaining agreement or not included in this Agreement.
- d. The Board and the Union, for the duration of this Agreement each agrees that the other party shall not be obligated to bargain with respect to topics which have been incorporated into this Agreement. However, each party acknowledges that a continuing obligation to bargain to agreement will exist for mandatory topics of bargaining that are not set forth in this Agreement when changes are contemplated that affect these mandatory topics of bargaining.

ARTICLE G. SIGNATURES

In witness whereof, the parties hereto have duly executed this Agreement this 18th day of January, 2018.

This Agreement becomes effective the 1st day of October, 2016 and it shall expire at midnight on the 30th day of September, 2019.

**SOUTHWESTERN ILLINOIS COLLEGE,
COMMUNITY COLLEGE DISTRICT #522
BOARD OF TRUSTEES**

By: _____

Chairman

**ILLINOIS COUNCIL OF POLICE –
SOUTHWESTERN ILLINOIS COLLEGE
CHAPTER**

By: _____

President

Community College District 522
Belleville Granite City Red Bud

EMPLOYEE GRIEVANCE FORM

Name of Employee Filing Grievance: _____

Current Job Title and Department: _____

Employee Group: _____

Date of Grievance Filing: _____

1. Refer to the Article and Section of the Union Contract which is involved in the grievance:

2. Briefly state the nature of the grievance: _____

3. State the date on which this decision was made or this action was taken and state who made the decision or took the action: _____

4. State the redress or action you want taken to correct the situation giving rise to the grievance (what does the grieving employee want done?):

5. Signature of grieving employee: _____

Upon completing of this form, the grieving employee should submit the grievance to the immediate supervisor.

Attachment B
Community College District 522
Employee Performance Evaluation

Date _____

Type of Evaluation: Annual _____

Other _____

Employee Name _____

Period Covered by _____

this Evaluation _____

Job Title _____

Since _____

Evaluator's Name _____

Supervisors are encouraged to provide explanatory comments as appropriate.

Held This Position
Mark with an 'X' the box which best describes the person being evaluated.

1. Attendance

Regularity of attendance and punctuality in following assigned schedule or work hours.

Comments: _____

- Outstanding
- Exceeds Expectations
- Satisfactory
- Needs Improvement
- Unsatisfactory

2. Job Knowledge

Understanding of assigned functions.

Comments: _____

- Outstanding
- Exceeds Expectations
- Satisfactory
- Needs Improvement
- Unsatisfactory

3. Dependability

Ability to do assigned functions with appropriate supervision.

Comments: _____

- Outstanding
- Exceeds Expectations
- Satisfactory
- Needs Improvement
- Unsatisfactory

4. Quality of Work

Accuracy and volume of assigned functions.

Comments: _____

- Outstanding
- Exceeds Expectations
- Satisfactory
- Needs Improvement
- Unsatisfactory

5. Interpersonal Relationships

Ability to deal effectively with, and to relate to others.

Comments: _____

- Outstanding
- Exceeds Expectations
- Satisfactory
- Needs Improvement
- Unsatisfactory

6. Attitude

Displays a professional attitude and willingness to meet job requirements.

Comments: _____

- Outstanding
- Exceeds Expectations
- Satisfactory
- Needs Improvement

Attachment C
Corrective Action Plan
Employee Performance Evaluation

The Corrective Action Plan is required when performance evaluation ratings fall below "Satisfactory".

1. State the specific performance deficiency (i.e. Attendance).

2. Describe the expected performance level.

3. Plan of Action: Describe the plan of specific actions to be taken by the employee, with the support of the supervisor, which are designed to bring the performance to the desired level. A progress review will be made at six (6) month intervals to monitor performance levels. At the progress review the supervisor will indicate in writing to the employee whether the performance problem has been corrected or if additional improvement is needed. This written review must be forwarded through the chain of authority to the Human Resources Office which will make copies and distribute accordingly.

4. Signature of Employee: _____

Date _____

5. Signature of Supervisor: _____

Date _____

6. Chain of Authority _____

Date _____

7. Chain of Authority: _____

Date _____

**Community College District 522
Personal Development Plan**

Supervisor: _____

Date: _____

Purpose of Personal Development Plan:

To take a personal inventory of areas to strengthen and improve and to mutually develop a practical development plan. Periodically conducted, this plan will assist in the professional development and personal growth of the employee. It is suggested that the employee complete this form approximately six (6) months prior to the formal evaluation. The employee should then discuss the plan with the immediate supervisor and make amendments or changes as needed. The employee then retains the plan and it is reviewed with the immediate supervisor at the next formal evaluation.

Areas to strengthen/improve:

1. _____
2. _____
3. _____

Current strengths:

1. _____
2. _____
3. _____

**These can be improved by doing the following
(i.e. staff development):**

**These can be used more effectively by doing
the following:**

Accomplishments:

Suggested projects/attainable goals for the coming year: _____

Suggestions for supportive leadership in the following areas: _____

Attachment E

**UNSATISFACTORY PERFORMANCE
Notification and Termination Recommendation
(For use during the first year of employment)**

Employee's Name: _____ Title: _____

This employee has unsatisfactory performance in the following area(s). List specific examples or attach additional information as needed.

The college does not offer continuing status to any employee who has unsatisfactory performance during the first year of employment. This form, therefore, functions as a recommendation for termination.

Supervisor's Signature _____ Date _____

.....

My supervisor has informed me that this form will be forwarded to Human Resources and placed in my file.

Employee comments:

Employee's
Signature: _____ Date: _____

**Please return this form to the
Office of Human Resources
ISB 2080.**

It will be placed in the employee's personnel file.

